



ANNOTATED AGENDA

Antioch City Council SPECIAL AND REGULAR MEETING

**Including the Antioch City Council acting as Housing Successor/
Successor Agency to the Antioch Development Agency/
Antioch Public Finance Authority**

Date: Tuesday, May 24, 2022

Time: 4:30 P.M. – Closed Session
5:00 P.M. – Special Meeting/Study Session
7:00 P.M. – Regular Meeting

Place: Council Chambers
200 'H' Street
Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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

Ellie Householder, City Clerk
Lauren Posada, City Treasurer

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

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

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.

4:46 P.M. ROLL CALL – CLOSED SESSION – for Council Members – ***Council Members District 3 Ogorchock, District 4 Wilson and Mayor Thorpe (Council Members District 1 Torres-Walker and Mayor Pro Tem (District 2) Barbanica – Absent)***

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

CLOSED SESSION:

- 1) 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

4:47 P.M. ADJOURNED TO CLOSED SESSION

5:09 P.M. ROLL CALL – SPECIAL MEETING/STUDY SESSION – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority – ***Council Members District 1 Torres-Walker, District 3 Ogorchock, and District 4 Wilson [District 4 Wilson Opened the meeting] (Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe – Absent)***

PLEDGE OF ALLEGIANCE

STUDY SESSION

SM-1. PRESENTATION OF THE DRAFT 5-YEAR CAPITAL IMPROVEMENT PROGRAM 2022-2027 (P.W. 150-22)

Presentation received

Recommended Action: It is recommended that the City Council review and provide feedback to staff regarding the draft 5-Year Capital Improvement Program (CIP) 2022-2027.

MAYOR THORPE ARRIVED DURING THE PRESENTATION OF AGENDA ITEM SM-1

SM-2. FISCAL YEAR 2021-23 MID-YEAR BUDGET REVIEW

Direction provided to staff

Recommended Action: It is recommended that the City Council provide input and direction on the draft mid-year budget options and adjustments to the Fiscal Year 2021-23 budget.

PUBLIC COMMENT

ADJOURNED SPECIAL MEETING/STUDY SESSION

7:00 P.M. ROLL CALL – REGULAR MEETING – for City Council Members – *Council Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson, and Mayor Thorpe (Mayor Pro Tem (District 2) Barbanica – Absent)*

MOMENT OF SILENCE IN MEMORY OF TEXAS ELEMENTARY SCHOOL VICTIMS

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. PROCLAMATION

- In Honor of State Farm's 100th Anniversary, June 7, 2022

Approved, 4/0

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

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- DELTA VETERAN'S GROUP MEMORIAL DAY COMMEMORATION
Oak View Memorial Park: May 30th
- SESQUICENTENNIAL SWIM & PLAY DAY
Antioch Water Park: June 4th
- SESQUICENTENNIAL OUTDOOR MOVE NIGHTS
Antioch Water Park Hill: June 16, 23, & 30th

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

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

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

4. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 12, 2022

Approved, 3/1 (Torres-Walker)

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

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 19, 2022

Approved, 3/1 (Torres-Walker)

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

C. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 26, 2022

Continued, 3/1 (Torres-Walker)

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

D. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 10, 2022

Continued, 3/1 (Torres-Walker)

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

E. APPROVAL OF COUNCIL WARRANTS

Approved, 3/1 (Torres-Walker)

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

CONSENT CALENDAR – Continued

- F.** SECOND READING: ORDINANCE CREATING THE ANTIOCH POLICE OVERSIGHT COMMISSION (*Introduced on 05/10/2022*)

Ord No. 2212-C-S adopted, 3/1 (Ogorchock)

Recommended Action: It is recommended that the City Council adopt the Ordinance creating the Antioch Police Oversight Commission.

- G.** SECOND READING – ADOPTION OF AN ORDINANCE ESTABLISHING A MILITARY USE EQUIPMENT POLICY (#706) PURSUANT TO ASSEMBLY BILL 481 (*Introduced on 05/10/2022*)

Ord No. 2213-C-S adopted, 3/1 (Torres-Walker)

Recommended Action: It is recommended that the City Council adopt the ordinance establishing a Military Use Equipment Policy pursuant to Assembly Bill 481.

- H.** SECOND READING – 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)

Ord No. 2214-C-S adopted, 3/1 (Torres-Walker)

Recommended Action: It is recommended that the City Council adopt the Ordinance 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 (P.W. 698).

- I.** RESOLUTION ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE 2022-23 FISCAL YEAR

Reso No. 2022/85 adopted, 3/1 (Torres-Walker)

Recommended Action: It is recommended that the City Council adopt the resolution selecting the California per capita personal income cost of living growth factor for Fiscal Year 2022-23, selecting the population percent change certified by the State Department of Finance for Fiscal Year 2022-23, and establishing the appropriations limit for the 2022-23 Fiscal Year as \$164,309,832.

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

Reso No. 2022/86 adopted, 3/1 (Torres-Walker)

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 – Continued

- K.** APPROVAL TO RECEIVE FUNDING THROUGH THE CALIFORNIA NATURAL RESOURCE AGENCY (CNRA) FOR THE NICK RODRIGUEZ COMMUNITY CENTER REHABILITATION PROJECT IN THE AMOUNT OF \$2,200,000

Reso No. 2022/87 adopted, 3/1 (Torres-Walker)

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the filing of a project application through the California Natural Resources Agency (CRNA) for the rehabilitation of the Nick Rodriguez Community Center.

- L.** ANNUAL WATER TREATMENT CHEMICALS PURCHASE

Reso No. 2022/88 adopted, 3/1 (Torres-Walker)

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

- 1) Approving the joint agency cooperative purchase agreement for Water Treatment Plant chemicals for the period of July 1, 2022, through June 30, 2023, in the total amount not to exceed \$1,121,629; and
- 2) Authorizing the City Manager to execute the cooperative purchase agreement.

- M.** ACCEPTANCE OF GRANT DEED AND ASSIGNMENTS OF EASEMENTS FROM CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT IN CONNECTION WITH THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)

Reso No. 2022/89 adopted, 3/1 (Torres-Walker)

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

- 1) Accepting a Grant Deed conveying five (5) fee parcels; an Assignment of Easement Agreement conveying permanent utility and access easement rights; and an Assignment of Easement Agreement conveying access easement rights to portions of two (2) parcels from Contra Costa County Flood Control and Water Conversation District; and
- 2) Authorizing and directing the City Attorney to sign the Certificate of Acceptance for said property.

CONSENT CALENDAR – Continued

- N.** RESOLUTION APPROVING THE CLASS SPECIFICATION UPDATES FOR THE OPERATING ENGINEERS LOCAL UNION NO. 3 REPRESENTATIONAL UNIT I BARGAINING UNIT

Reso No. 2022/90 adopted, 3/1 (Torres-Walker)

Recommended Action: It is recommended that the City Council adopt a resolution approving class specification updates for Operating Engineers Local Union No. 3 Representational Unit IV Bargaining Unit.

- O.** 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

Reso No. 2022/91 adopted, 3/1 (Torres-Walker)

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 thirty-six months to May 15, 2025, and increases the value of the Agreement by \$288,000 for a total amount not to exceed \$544,000; 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.

- P.** APPROVAL OF PURCHASE OF ELEVEN (11) POLICE VEHICLES UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT NO. 091521-NAF WITH NATIONAL AUTO FLEET GROUP

Reso No. 2022/92 adopted, 3/1 (Torres-Walker)

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

- 1) Approving the purchase of eleven (11) Police vehicles from National Auto Fleet Group for an amount not to exceed \$523,141.10.
- 2) Authorize the City Manager to execute the purchase of eleven (11) Police vehicles utilizing Sourcwell Cooperative Purchasing Contract No. 091521-NAF with National Auto Fleet Group.

PUBLIC HEARING

5. PROPOSED ORDINANCE AMENDING ORDINANCE NO. 2207-C-S (RELATING TO THE SALE, POSSESSION, OR PROVISION OF SPECIFIED PRODUCTS BY TOBACCO RETAILERS OR BUSINESSES) BY PROVIDING A GRACE PERIOD PRIOR TO THE EFFECTIVE DATE OF ORDINANCE NO. 2207-C-S

To 06/14/2022 for Adoption, 3/1 (Thorpe)

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only, the proposed ordinance amending Ordinance No. 2207-C-S by providing a grace period prior to the effective date of amending Ordinance No. 2207-C-S.

6. INTRODUCTION OF ORDINANCE FORMING THE PUBLIC SAFETY AND COMMUNITY RESOURCES DEPARTMENT

To 06/14/2022 for Adoption, 3/1 (Ogorchock)

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only an ordinance forming the Public Safety and Community Resources Department.

7. PROPOSED ORGANICS COLLECTION RATES FOR COLLECTION SERVICES WITH REPUBLIC SERVICES AS REQUIRED BY SENATE BILL (SB) 1383

Recommended Action: It is recommended that the City Council:

Council approved Option #4 for Residential with amendments*, 3/1 (Wilson)

- 1) Approve one of the following rate structures to provide the organics collection programs mandated by SB 1383, and

Reso No. 2022/93 adopted with amendments*, 3/1 (Wilson)

- 2) Adopt the resolution authorizing the City Manager to enter into an agreement with Republic Services for the collection of organics material in accordance with Senate Bill (SB) 1383:

Program Options	*Residential % increase	Commercial % increase
1. Antioch proposed bi-weekly compost - basic conversion of existing green waste carts to Organics and diversion to a composting facility. Commercial program to continue with current implementation and service.	9.8	12.6
2. Antioch proposed Residential weekly compost, Commercial same as above.	19.2	12.6
3. Antioch Proposed Residential weekly compost and SB1383 assistance for all customers.	20.1	13.9
4. Contract extension to 2028 with weekly Residential compost collection and SB1383 assistance (*Includes a 10% franchise fee for Residential and 12% for Commercial).	15.2 *7.6% to be spread over 2 years	7.7*

PUBLIC HEARING - Continued

8. PROPOSED UPDATES TO THE MASTER FEE SCHEDULE EFFECTIVE JULY 1, 2022
Council received; no action taken
Recommended Action: It is recommended that the City Council adopt a resolution updating and approving the Master Fee Schedule effective July 1, 2022.

COUNCIL REGULAR AGENDA

9. RESOLUTION FOR APPROVAL OF CANNABIS OPERATING AGREEMENT FOR DELTA FAMILY PHARMS, INC.
Reso No. 2022/94 adopted, 4/0
Recommended Action: It is recommended that the City Council adopt a resolution approving the operating agreement for Delta Family Pharms, Inc.
10. RESOLUTION FOR APPROVAL OF CANNABIS OPERATING AGREEMENT FOR DELTA LABS, INC.
Reso No. 2022/95 adopted, 4/0
Recommended Action: It is recommended that the City Council adopt a resolution approving the operating agreement for Delta Labs, Inc.
11. RESOLUTION FOR APPROVAL OF CANNABIS OPERATING AGREEMENT FOR KWMA COLLECTIVE, LLC
Reso No. 2022/96 adopted, 4/0
Recommended Action: It is recommended that the City Council adopt a resolution approving the Operating Agreement for KWMA Collective, LLC.
12. REQUEST BY CONTRA COSTA FARMS FOR AUTHORIZATION TO CONDUCT A TEMPORARY CANNABIS EVENT WITHIN THE CITY OF ANTIOCH
Failed, 2/1/1 (Ogorchock-No / Thorpe-Abstained)
Recommended Action: It is recommended that the City Council adopt the resolution authorizing Contra Costa Farms to conduct a temporary cannabis event within the City consistent with State law and the City's municipal code.

COUNCIL REGULAR AGENDA – Continued

13. RESOLUTION TO APPROVE THE FIRST AMENDED AND RESTATED OPERATING AGREEMENT FOR BAKERY ANTIOCH I, LLC TO REFLECT CHANGE IN OWNERSHIP FROM COOKIES TO RED WORKSHOP

Reso No. 2022/97 adopted, 3/1 (Ogorchock)

Recommended Action: It is recommended that the City Council adopt the resolution to approve the First Amended and Restated Operating Agreement for Bakery Antioch I, LLC to reflect the change in ownership from Cookies to Red Workshop.

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 10:33 p.m., 4/0

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of May 24, 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: Presentation of the Draft 5-Year Capital Improvement Program 2022-2027, (P.W. 150-22)

RECOMMENDED ACTION

It is recommended that the City Council review and provide feedback to staff regarding the draft 5-Year Capital Improvement Program (CIP) 2022-2027.

FISCAL IMPACT

Any changes in fiscal year 2023 adopted in the capital improvements budget will be included in the mid-year budget. Projects in the outlying years of the CIP are for planning purposes and may be incorporated into future budgets.

DISCUSSION

This draft 5-Year CIP includes projects in six major categories: Community Facilities, Parks and Trails, Roadway Improvements, Traffic Signals, Wastewater and Storm Drain Systems, and Water Systems. Each CIP category contains specific projects that are scheduled to be completed within the next two fiscal years with additional years shown for planning purposes. The CIP is updated every year, and revisions are made to reflect the status of projects, changes in priorities and projected funding over a 5-year period.

On May 18, 2022, the Planning Commission reviewed the draft 5-Year CIP and determined that it is consistent with the Antioch General Plan. On May 19, 2022, the Parks and Recreation Commission reviewed the draft 5-Year CIP. At the time of printing this report, comments from the Parks and Recreation Commission had not been received. Comments from the Parks and Recreation Commission will be discussed as part of Staff's presentation of this item.

A few projects identified in the draft CIP for fiscal year 2022/23 are identified as "unfunded" either because they are not an allowable use of dedicated funding sources the City receives, or they would need to be paid from the General Fund. These projects have not been included in the draft for fiscal year 2021/22-2022/23 mid-year operating budget update. City Council will need to provide direction to staff as to whether to include

in the General Fund budget or explore other funding opportunities. The projects are as follows:

- Project 7941, Street Lighting Improvements - \$1,600,000 is included in fiscal year 2022/23 Capital Improvements budget and has not been included in any draft budgets, but Staff proposes to obtain a loan from the General Fund reserves as it is anticipated that the savings from utility costs will pay for itself within five years.
- Project 7976, Facility Maintenance and Repairs - \$1,097,000 is included in fiscal year 2022/23 Capital Improvement budgets and this has not been included in any draft budgets.
- Project 7989, Integration and Upgrade of Access Control, Surveillance, Monitoring, and Fire Alarm - \$111,000 is included in fiscal year 2022/23 Capital Improvement budgets and this has not been included in any draft budgets.

There is a possibility that these projects may qualify to be funded with American Rescue Plan Act funds should the City Council so desire to allocate this resource to the projects.

ATTACHMENTS

- A: Draft 5-Year Capital Improvement Program (CIP) 2022-2027
- B: PowerPoint Presentation

ANTIOCH
CALIFORNIA

**5 YEAR CAPITAL IMPROVEMENT
PROGRAM 2022-2027**

DRAFT MAY 24, 2022



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A2

Capital Improvement Program Overview

Program Objective

The primary objectives of the City of Antioch's Capital Improvement Program (CIP) are:

- To provide professional and technical engineering services and support to all City Departments related to facility expansions and improvements, infrastructure rehabilitation and development.
- To provide leadership in implementing Federal, State and Local programs.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. California Government Code Section 66002 requires local agencies that have developed a fee program to provide the approximate location, size and timing of projects, in addition to an estimate for the cost of all facilities or improvements to be financed by fees. This is frequently done by the adoption of a CIP and is the process Antioch uses to meet this requirement.

The Capital Improvement Budget document is different from the Operating Budget document, but the two budgets are closely linked. The Capital Improvement Budget, as distinguished from the Operating Budget, is used as a planning tool by the City to identify specific Capital Improvement needs consistent with the financing and timing of those needs in a way that assures the most responsible and efficient use of resources.

Projects within the City's CIP are allocated over five years using both existing and projected revenue sources. The CIP staff:

- In consultation with other departments, determines upcoming capital needs.
- Prepares bid packages (plans, specifications, and estimates) for the needed projects or prepares procurement documents, as needed.
- Provides project management and oversight during and after construction.

The CIP is a five-year plan to guide the construction or acquisition of capital improvements, and includes the capital budget for the upcoming fiscal year, which is authorization from the City Council to expend dedicated revenues for specified projects. Prior to adoption by the City Council each year, the CIP is reviewed by the City's Planning Commission to assure its consistency with the City's current General Plan.

The five-year CIP is reviewed annually to enable the City Council to reassess projects in the program. **Project expenditures for outlying years beyond this fiscal year are provided in the CIP for planning purposes only and do not reflect a Council commitment of funds.**

Capital Improvements Division Personnel:

John Samuelson	Public Works Director/City Engineer
Carlton Thompson	Assistant City Engineer
Scott Buenting	Project Manager
Junming Li	Assistant Engineer
Edrees Argand	Assistant Engineer
Sal Rodriguez	Senior Engineering Technician
Lori Medeiros	Administrative Analyst
Monique Villagrana	Administrative Assistant

CIP Process

The CIP is developed as a coordinated effort between the Capital Improvements Division staff and the Director of Finance.

The annual CIP process begins with a memo and a CIP Project Request form sent out to all City departments requesting proposals for capital projects. New CIP project requests are evaluated and prioritized based on goals and objectives of the City Council, as well as available funding, consequences of not completing the project, and the impacts on the operating budget. Some projects have specified funding sources, such as assessment districts, Federal and State grants or special fees.

The Draft CIP is prepared by Capital Improvement staff and reviewed by the Finance Department before being circulated and approved by Planning Commission and presented to the Parks & Recreation Commission and the City Council as part of the annual review. The Final CIP budget is presented to the City Council in June and is adopted concurrently with the annual operating budget.

A4

Capital Improvement Program Categories



Community Facilities

This category includes new and renovated public buildings, as well as the Marina. The majority of the projects in this category are located in the City's former redevelopment areas.



Parks & Trails

This category includes improvements and renovations for local and community parks, open space, and trails in the City.



Roadway Improvements

This category includes new streets, street widening, street rehabilitation, cape seals, sidewalk repair program, and the City's Pavement Management System.



Traffic Signals

This category includes new traffic signals and signal modifications throughout the City.



Wastewater and Storm Drain Systems

This category includes extensions, replacements, rehabilitations and modifications of the sewer and storm drain system.



Water Systems

This category includes projects related to the Water Treatment Plant, and extensions, replacements, rehabilitations and modifications of the water distribution system.

Fund Name**Fund Description**

Capital Improvement Fund

This fund was established to set aside money from the General Fund for any Capital Improvement project not provided for in one of the other funds, such as parks and community facilities improvement projects. Revenue sources for this fund are annexation fees and the proceeds of the sales of surplus properties. The City may transfer General Fund dollars to the Capital Improvement Fund as funding becomes available. Decisions to transfer funds from various funding sources to the Capital Improvement Fund are made annually by the City Council.

Road Maintenance and Rehabilitation Account (RMRA) Fund

The California SB1 Act included RMRA funding to support maintenance and safety improvements on highways, local streets and roads, and bridges that do not meet state performance criteria.

Gas Tax Fund

The City receives gas tax funds from the State of California, as provided by the State Street and Highways Code. The gas tax funds are limited to research, planning, construction, improvement, maintenance, and operation of public streets. The City also uses these funds to pay for maintenance and operation of streetlights and traffic signals.

Marina Fund

This fund accounts for the operation, including capital improvements, of the City's Marina and the Fulton Shipyard Boat Ramp. Funds are collected from lease agreements, berth rentals and launch fees.

Fund Name	Fund Description
Measure “J” Return to Source	The source of money for this fund is the voter approved one-half cent sales tax. Provided the City has complied with the Growth Management Program, each year the City receives return to source funding from the Contra Costa Transportation Authority to be used for transportation improvement and maintenance projects.
State Revolving Fund (SRF) Loan	The City of Antioch was granted a loan from the State of California for the design and construction of the Brackish Water Desalination Plant.
Traffic Signal Fund	Fees are collected from developers to fund offsite traffic signals.
Water & Sewer Related Reserve Funds	<p>The City collects user fees and developer fees to fund offsite water and sewer facility improvements. The fees are placed into one of the following four funds:</p> <ul style="list-style-type: none"> • Water Fund • Sewer Fund • Water System Improvements Fund • Sewer System Improvements Fund
National Pollutant Discharge Elimination System Fund (NPDES)	The National Pollutant Discharge Elimination System was mandated by the Clean Water Act of 1987 to reduce storm water related pollution. The program is funded by a parcel assessment.
Funding Agreement for the Northeast Annexation Infrastructure Improvement	In 2013 the City entered into reorganization and a property tax revenue allocation agreement with Contra Costa County for the annexation of the northeast area. Per the agreement, the City will receive property tax revenue from the Contra Costa County for the construction of the infrastructure improvements needed within the northeast annexation area.

Fund Name**Fund Description****Delta Fair Property Fund**

This fund was created when the City sold property it owned on Delta Fair Boulevard at the City's western City limits. The property was originally purchased from the State on the condition that it is to be used for public purposes. When it was decided that the property was more suitable for commercial and should be sold or leased, the State gave its permission on the condition that proceeds be used for park purposes.

American Rescue Plan Act (ARPA)

ARPA is a federal stimulus bill to aid public health and economic recovery from the COVID-19 pandemic. The plan includes \$350 billion in emergency funding for state, local, territorial and tribal governments, known as the Coronavirus State and Local Fiscal Recovery Funds.

Grant Name**Grant Description**

Congestion Mitigation Air Quality (CMAQ)

CMAQ funds are federal funds used to reduce emission from vehicle travel and provide alternatives to driving alone. Signal timing is another example of emission reduction.

Community Development Block Grant (CDBG) Fund

This fund accounts for grant funds received from the Federal Government for the purpose of developing community programs and urban renewal projects.

Hazard Elimination Safety (HES)

This program is part of the Highway Safety Improvements Program (HSIP). The basic objective of the HES Program is to reduce the number and severity of crashes and is accomplished through highway safety projects.

Transportation Development Act (TDA)

TDA provides state funding from sales taxes to each county and city, for transit operations and bicycle facilities.

Active Transportation Program (ATP)

Funding under this program is intended to encourage increased use of active modes of transportation, such as biking and walking. Safe Routes to School is now included in this grant program.

Surface Transportation Program (STP)

The program provides funding for construction projects to help preserve local streets and roads, such as rehabilitation, resurfacing, restoration, and roadway improvements.

Integrated Regional Water Management (IRWM) Prop 1 Grant

This program provides grant funds to projects that address drinking, waste, and storm water issues, especially for disadvantaged communities. Funds from this grant go to supporting the implementation of the project.

Grant Name

Grant Description

Proposition 1E Storm Water Flood Management Grant

The storm water management portion of Proposition 1E is designed for projects that manage storm water runoff to reduce flooding and are ready, or nearly ready to proceed to implementation. The Storm Water Flood Management Grants are being disbursed to local agencies through the Integrated Regional Water Management (IRWM) Grant program and provides a 50 percent cost match for the project.

One Bay Area Grant (OBAG)

The inaugural One Bay Area Grant Program (OBAG 1) was adopted by MTC in 2012 to guide \$827 million in federal funds over the five-year period from 2012-13 through 2016-17. OBAG 2 is the second round of OBAG funding and is projected to total roughly \$916 million to fund projects from 2017-18 through 2021-22. The OBAG 2 program is divided into a Regional Program, managed by MTC, and County Program, managed by the nine Bay Area Congestion Management Agencies (CMAs). The County Program is \$386 million over 5 years. Cities and counties can use these funds to invest in:

- Local street and road maintenance
 - Streetscape enhancements
 - Bicycle and pedestrian improvements
 - Safe Routes to School projects
 - Priority Conservation Areas (PCAs)
 - Transportation planning
-

California Natural Resources Agency Grant

This funding was appropriated by the State Legislature in Senate Bill (SB) 129, Chapter 69 (Control Section 19.56 Enacted Budget), which was approved by Governor Newsom on July 12, 2021.

Grant Name

Grant Description

MTC's Pavement Management Technical Assistance Program (P-TAP)

This program uses federal dollars to help Bay Area cities and counties stretch their road budgets by:

- Implementing, updating and maintaining pavement management databases
 - Providing accurate pavement condition data to city councils, county supervisors or other local decision makers
 - Supporting the region's management of non-pavement street and road assets, such as signs, storm drains, curbs and gutters, traffic signals and street lights as pilot projects
-

Proposition 68

The purposes of Prop 68 include creating parks, enhancing river parkways, and protecting coastal forests and wetlands. Prop 68 also provides funding for outdoor access, lower cost coastal accommodations and climate adaptation.

Special Funds

Roadway Maintenance Projects

The City of Antioch has approximately 336 centerline miles of roadway within City limits.

As part of the City Pavement Management System Program, the City of Antioch selected a pavement management consultant to perform a Pavement Management Update for the City by inspecting the pavement conditions of arterial, collector and residential streets.

The 2019 Pavement Management System Report rated the City's overall network condition as a 68 PCI (Pavement Condition Index). The PCI is a value on a rating scale from 0 to 100 (where 100 is equivalent to a new street). Approximately 52.8% of City streets have a PCI of 70 or greater ("Very Good"). According to the 2019 Pavement Management System Report, the City's current backlog (deferred maintenance) is \$114.2 million. Backlog is defined as the unfunded needs to bring the overall network condition to optimum levels (81-82 PCI).

In addition to the City's Capital Improvement Program funds allocated to roadway improvements projects, the City's Street Maintenance Division also contributes to roadway improvements each fiscal year to resurface neighborhood streets and repairing or paving utility service cuts and utility trenches. The work is performed using a combination of City public works forces and private contractors as part of the City's local street and utility maintenance program.

Development Impact Fees and Park-In-Lieu Fees Projects

On March 25, 2014, City Council adopted the Development Impact Fees and Quimby Act/Park In-Lieu Fees, which became effective April 24, 2014. These fees are one-time charges on new development that are collected and used by the City to cover the cost of capital facilities and infrastructure that are required to serve new growth. Implementation of these future projects is based on the rate of growth, timing of fee collection, and full project funding. The following projects will occur beyond the five-year term of this document:

EXPENDITURES	COST ESTIMATE	FUNDING SOURCES	
		Development Impact Fees	FUTURE CIP (UNFUNDED)
General Administration Capital Facilities Needs			
City Hall	\$4,978,000	\$4,978,000	\$0
Land Purchase	\$124,000	\$124,000	\$0
Vehicles	\$161,000	\$161,000	\$0
Information Technology	\$237,000	\$237,000	\$0
Total	\$5,500,000	\$5,500,000	\$0
Public Works Capital Improvements Needs			
Maintenance Yard Area	\$914,000	\$914,000	\$0
Building Space	\$2,568,000	\$2,568,000	\$0
Garbage Ramps	\$102,000	\$102,000	\$0
PW Vehicles	\$1,777,000	\$1,731,000	\$46,000
Total	\$5,361,000	\$5,315,000	\$46,000
Police Capital Improvement Needs			
PD Facility	\$11,923,000	\$11,923,000	\$0
Vehicles	\$1,129,000	\$1,052,000	\$77,000
Other	\$1,529,250	\$1,260,000	\$269,250
Total	\$14,581,250	\$14,235,000	\$346,250
Parks & Recreation Capital Facility Needs			
Facilities	\$35,773,000	\$7,286,000	\$28,487,000
New Community Center	\$17,761,000	\$14,498,000	\$3,263,000
New Library	\$31,872,000	\$6,492,000	\$25,380,000
Total	\$85,406,000	\$28,276,000	\$57,130,000
GRAND TOTAL	\$110,848,250	\$53,326,000	\$57,522,250

*Fees will be updated in FY 22/23

Projects Completed in Fiscal Year 21/22

Program Category	Investment
Community Facilities	
City Hall Office Modifications, Phase I	\$2,657,000
Leo Fontana Fountain	\$670,000
Prewett Park Deck Coating, Phase III	\$500,000
Total	\$3,827,000
Roadway Improvements	
2021 Sidewalk Repair Program	\$400,000
Installation of Curb Ramps at Various Locations	\$325,000
Pavement Plugs & Leveling Courses	\$1,900,000
Local Roadway Safety Plan	\$65,000
Rivertown Landmark Signs	\$320,000
Hillcrest/Delta Fair/Gentrytown Pavement Rehabilitation	\$3,500,000
Total	\$6,510,000
Wastewater & Storm Drain Systems	
Sewer Main Trenchless Rehabilitation	\$2,301,000
Total	\$2,301,000
Water Systems	
James Donlon Booster Pump Station Upgrades	\$800,000
Hillcrest Booster Pump Station Upgrades	\$1,400,000
Total	\$2,200,000
Projects Completed Grand Total	\$14,838,000

Projects in Progress

Program Category	Investment
Community Facilities	
Restoration of Public Art	\$85,000
Murals	\$70,000
Utility Box Art Work	\$85,000
Police Department Parking Lot Expansion	\$80,000
Police Department Investigation Unit Remodel	\$85,000
Facility Maintenance & Repairs	\$1,852,000
Integration and Upgrade of Access Control	\$1,004,000
Installation of PD Radio Simulcast Tower	\$300,000
Public Safety and Community Resources Department Facility	\$4,300,000
Total	\$7,861,000
Parks & Trails	
Jacobsen & Marchetti Park Renovation	\$1,400,000
Contra Loma Estates Park Renovation	\$2,952,000
City Park Landscape Renovation	\$220,000
Trail Maintenance Program	\$1,050,000
Total	\$5,622,000
Roadway Improvements	
2021/22 Sidewalk Repair Program	\$500,000
Pavement Surface Treatments	\$1,717,000
Citywide Signage Program	\$500,000
Traffic Calming Program	\$297,000
L Street Improvements	\$18,471,000
Streetlighting Improvements	\$3,300,000
Median Island Improvements	\$950,000
Overhead Utility Undergrounding	\$1,000,000
Total	\$26,735,000
Traffic Signals	
Laurel Road/Canada Valley Road	\$637,000
Total	\$637,000
Wastewater & Storm Drain System	
Sewer Main Improvements Program	\$600,000
Sewer Facility Rehabilitation Program	\$750,000
West Antioch Creek Channel Monitoring	\$259,000
Trash Capture Devices	\$370,000

West Antioch Creek Mitigation & Restoration	\$700,000
Total	\$2,679,000
Water System	
Water Main Replacement 2022	\$2,500,000
Water Treatment Plant Operations	\$850,000
Water Studies and Planning	\$622,000
Storage Reservoir Rehabilitation	\$1,500,000
Water Treatment Plant Improvements	\$1,263,000
Water Treatment Plant 'A' Filter Valves Replacement	\$1,025,000
Water Treatment Plant 'A' Applied Channels	\$1,000,000
Water Treatment Plant 'B' Basin Repair	\$809,000
Brackish Water Desalination	\$110,000,000
Total	\$119,569,000
Projects in Progress Grand Total	\$163,103,000

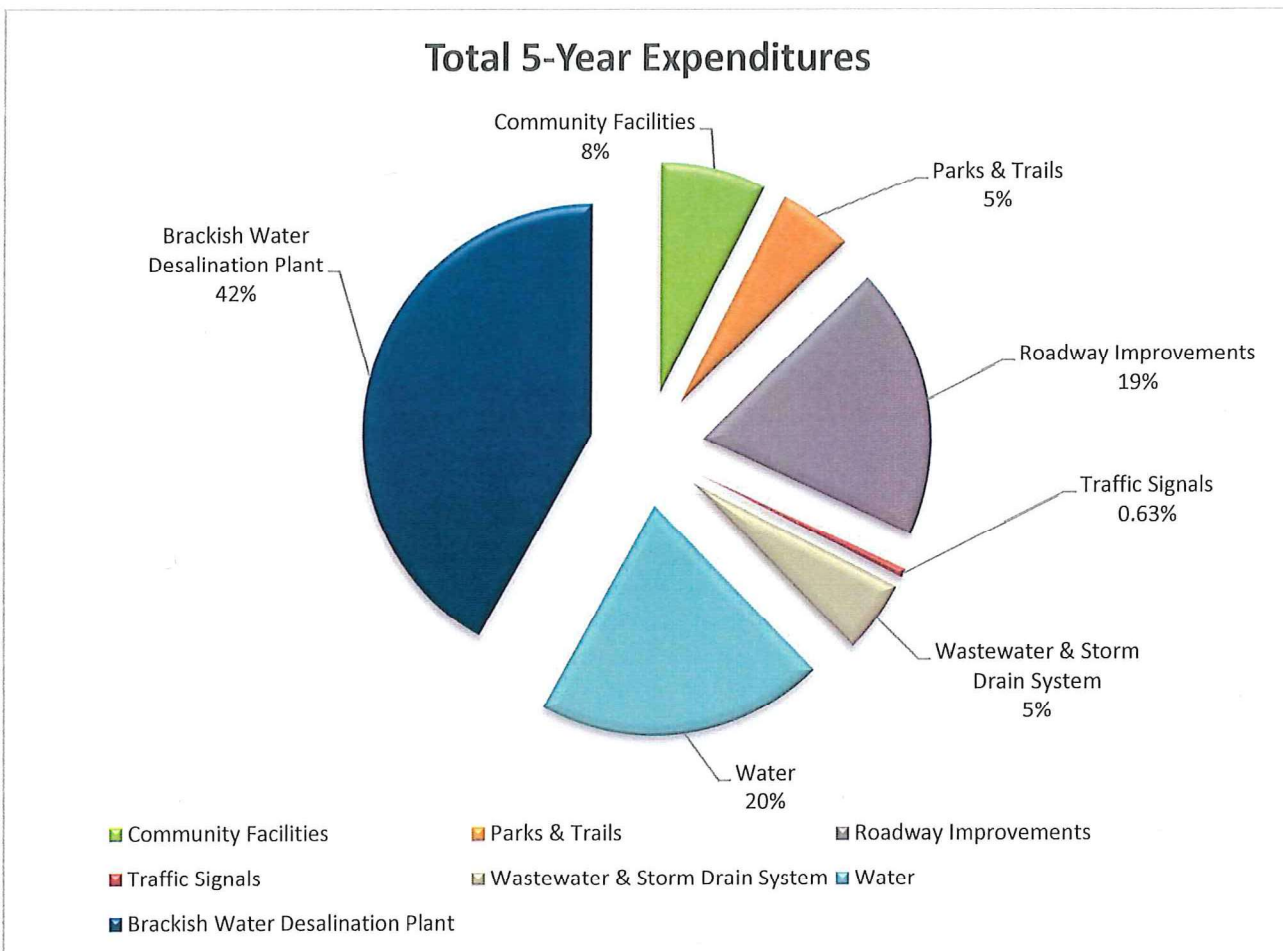
Projects Added to the CIP

Program Category	Investment
Community Facilities	
Nick Rodriguez Community Center Rehabilitation	\$4,500,000
Wi-Fi Installation Downtown	\$60,000
Public Safety & Community Resources Department Facility	\$4,300,000
Total	\$8,860,000
Parks and Trails	
Bicycle Garden Construction	\$4,250,000
Rivertown Community Space Design	\$350,000
Total	\$4,600,000
Wastewater & Storm Drain System	
East Antioch Creek Outfall Improvements	\$2,500,000
Delta Fair Storm Drain Rehabilitation	\$250,000
Total	\$2,750,000
Water System	
AMI Water Meter Reading Upgrade	\$1,150,000
Sodium Hypochlorite Injection Distribution System	\$2,464,000
Water Treatment Plant Variable Frequency Drives	\$240,000
Polymer Room & Filter Aid Installation	\$240,000
Water Treatment Plant Chain & Flights Rehabilitation	\$246,000
Radio Communication Improvements	\$170,000
Chemical Injection Modifications	\$176,000
Water Treatment Plant Generator Replacement	\$900,000
Canal Pump Variable Frequency Drives	\$283,000
Lone Tree Way Booster Pump Station Replacement	\$462,000
Total	\$6,331,000
Projects Added Grand Total	\$22,541,000

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2022 – 2027 CIP Projected Capital Expenditures

Program Category	Revised FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
Community Facilities	\$2,688	\$9,233	\$5,923	\$125	\$125	\$125	\$18,219
Parks & Trails	\$346	\$5,011	\$4,390	\$325	\$2,525	\$325	\$12,922
Roadway Improvements	\$2,862	\$14,147	\$6,025	\$18,381	\$2,675	\$2,380	\$46,470
Traffic Signals	\$537	\$500	\$0	\$0	\$0	\$500	\$1,537
Wastewater & Storm Drain System	\$2,194	\$3,095	\$3,749	\$2,125	\$700	\$700	\$12,563
Water	\$5,785	\$9,755	\$8,962	\$7,901	\$7,210	\$10,058	\$49,671
Brackish Water Desalination Plant	\$49,000	\$53,000	\$0	\$0	\$0	\$0	\$102,000
Total (\$ in thousands)	\$63,412	\$94,741	\$29,049	\$28,857	\$13,235	\$14,088	\$243,382



2022 – 2027 CIP Funding Sources Summary

Funding Source	Revised FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
Capital Improvement Funds							
AD 27/31	\$294	\$20	\$20	\$0	\$0	\$0	
Annexation Funding Agreement	\$1,884	\$0	\$0	\$1,500	\$0	\$0	
Hillcrest AD 26	\$0	\$0	\$0	\$230	\$0	\$0	
	\$2,178	\$20	\$20	\$1,730	\$0	\$0	\$3,948
Enterprise Funds							
Sewer Fund	\$1,437	\$3,350	\$600	\$600	\$600	\$600	
Sewer System Improvement Fund	\$450	\$150	\$150	\$150	\$150	\$150	
Water Fund	\$20,612	\$5,570	\$9,112	\$8,051	\$7,360	\$10,208	
	\$22,499	\$9,070	\$9,862	\$8,801	\$8,110	\$10,958	\$69,300
Grant Funds							
CDBG Fund	\$845	\$475	\$0	\$475	\$0	\$475	
OBAG2	\$1,469	\$0	\$0	\$0	\$0	\$0	
Prop 68 Grant	\$2,949	\$0	\$0	\$0	\$0	\$0	
IRWM Prop 1 Grant	\$700	\$0	\$0	\$0	\$0	\$0	
Desalination Grant	\$10,000	\$0	\$0	\$0	\$0	\$0	
LRSP Grant	\$0	\$0	\$0	\$0	\$0	\$0	
State Grant- CNRA	\$0	\$2,200	\$0	\$0	\$0	\$0	
P-TAP Fund	\$0	\$98	\$0	\$0	\$0	\$0	
	\$15,963	\$2,773	\$0	\$475	\$0	\$475	\$19,686
Special Revenue Funds							
Delta Fair Property Fund	\$200	\$0	\$0	\$0	\$0	\$0	
Development Impact Fees	\$339	\$50	\$0	\$0	\$0	\$0	
Gas Tax	\$1,391	\$1,175	\$725	\$755	\$725	\$755	
RMRA	\$3,022	\$2,400	\$1,800	\$1,500	\$1,000	\$0	
Measure J	\$3,296	\$1,425	\$1,325	\$2,025	\$825	\$1,025	
NPDES	\$270	\$100	\$100	\$100	\$100	\$100	
Park In Lieu Fund	\$1,153	\$500	\$150	\$150	\$150	\$150	
Traffic Signal Fund	\$1,037	\$0	\$0	\$0	\$0	\$500	
Marina Fund	\$0	\$0	\$500	\$0	\$0	\$0	
Rule 20A Fund	\$1,000	\$0	\$0	\$0	\$0	\$0	
DWR Settlement	\$27,000	\$0	\$0	\$0	\$0	\$0	
ARPA	\$4,800	\$60	\$100	\$0	\$0	\$0	
	\$43,508	\$5,710	\$4,700	\$4,530	\$2,800	\$2,530	\$63,778
General Fund	\$4,662	\$1,075	\$75	\$25	\$25	\$25	\$5,887
SRF Loan	\$55,000	\$0	\$0	\$0	\$0	\$0	\$55,000
Unfunded	\$0	\$2,808	\$8,675	\$11,900	\$2,300	\$100	\$25,783
Total (\$ in thousands)	\$143,810	\$21,456	\$23,332	\$27,461	\$13,235	\$14,088	\$243,382

Community Facilities



Project No.	Project Title	Funding Source	Prior	Revised				FY 25/26	FY 26/27	Total
				FY 21/22	FY 22/23	FY 23/24	FY 24/25			
7928	Amtrak Station Improvements									
Project Status:	Planning/Design Stage	Gas Tax	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150
		Total Funding	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150
7929	Marina Basin Dredging									
Project Status:	Not Initiated	Marina Fund	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$500
		Total Funding	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$500
7948	Restoration of Public Art									
Project Status:	Planning/Design Stage	General Fund	\$0	\$60	\$25	\$25	\$25	\$25	\$25	\$185
		Total Funding	\$0	\$60	\$25	\$25	\$25	\$25	\$25	\$185
7949	Prewet: Park Easement Fencing									
Project Status:	Planning/Design Stage	AD 27/31	\$0	\$75	\$0	\$0	\$0	\$0	\$0	\$75
		General Fund	\$0	\$35	\$0	\$0	\$0	\$0	\$0	\$35
		Gas Tax	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$30
		Unfunded	\$0	\$0	\$0	\$310	\$0	\$0	\$0	\$310
		Total Funding	\$0	\$140	\$0	\$310	\$0	\$0	\$0	\$450
7954	Murals									
Project Status:	Under Construction	General Fund	\$0	\$70	\$0	\$0	\$0	\$0	\$0	\$70
		Total Funding	\$0	\$70	\$0	\$0	\$0	\$0	\$0	\$70
7955	Utility Box Art Work									
Project Status:	Planning/Design Stage	General Fund	\$3	\$85	\$0	\$0	\$0	\$0	\$0	\$88
		Total Funding	\$3	\$85	\$0	\$0	\$0	\$0	\$0	\$88
7957	City Hall Modifications									
Project Status:	Under Construction	General Fund	\$345	\$2,289	\$0	\$0	\$0	\$0	\$0	\$2,634
		Development Impact Fees	\$0	\$174	\$0	\$0	\$0	\$0	\$0	\$174
		CDBG Fund	\$0	\$370	\$0	\$0	\$0	\$0	\$0	\$370
		Unfunded	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Total Funding	\$345	\$2,833	\$0	\$0	\$0	\$0	\$0	\$3,178

A20

*Funding amounts given in thousands of dollars

Community Facilities



Project No.	Project Title	Funding Source	Prior	Revised						
				FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7967	Prewett Park Pool Resurfacing									
Project Status:	Not Initiated	General Fund	\$0	\$0	\$190	\$0	\$0	\$0	\$0	\$190
		Unfunded	\$0	\$0	\$0	\$200	\$0	\$0	\$0	\$200
		Total Funding	\$0	\$0	\$190	\$200	\$0	\$0	\$0	\$390
7968	Prewett Park Grand Plaza Shade Structure Upgrade									
Project Status:	Not Initiated	Development Impact Fees	\$0	\$0	\$50	\$0	\$0	\$0	\$0	\$50
		Total Funding	\$0	\$0	\$50	\$0	\$0	\$0	\$0	\$50
7969	Police Department Parking Lot Expansion									
Project Status:	Planning/Design Stage	Development Impact Fees	\$0	\$80	\$0	\$0	\$0	\$0	\$0	\$80
		Total Funding	\$0	\$80	\$0	\$0	\$0	\$0	\$0	\$80
7970	Police Department Investigation Unit Remodel									
Project Status:	Planning/Design Stage	Development Impact Fees	\$0	\$85	\$0	\$0	\$0	\$0	\$0	\$85
		Total Funding	\$0	\$85	\$0	\$0	\$0	\$0	\$0	\$85
7971	Emergency Operations Center Improvements									
Project Status:	Not Initiated	Unfunded	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$300
		Total Funding	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$300
7976	Facility Maintenance and Repairs									
Project Status:	Planning/Design Stage	General Fund	\$0	\$535	\$0	\$0	\$0	\$0	\$0	\$535
		Water Fund	\$0	\$110	\$110	\$0	\$0	\$0	\$0	\$220
		Unfunded	\$0	\$0	\$1,097	\$0	\$0	\$0	\$0	\$1,097
		Total Funding	\$0	\$645	\$1,207	\$0	\$0	\$0	\$0	\$1,852
7985	Prewett Park Perimeter Fence Replacement									
Project Status:	Not Initiated	ARPA	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$500
		Total Funding	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$500

A21

*Funding amounts given in thousands of dollars

Community Facilities



Project No.	Project Title	Funding Source	Prior	Revised				FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7986	Prewett Park Slide Restoration												
Project Status:	Not Initiated	Unfunded	\$0	\$0	\$0	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$125
		Total Funding	\$0	\$0	\$0	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$125
7989	Integration and Upgrade of Access Control, Surveillance, Monitoring, and Fire Alarm												
Project Status:	Under Construction	General Fund	\$0	\$768	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$768
		Water Fund	\$0	\$30	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105
		Sewer Fund	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
		Unfunded	\$0	\$0	\$111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111
		Total Funding	\$0	\$818	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,004
7990	Installation of Police Department Radio Simulcast Tower												
Project Status:	Planning/Design Stage	General Fund	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300
		Total Funding	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300
7991	Nick Rodriguez Community Center Rehab												
Project Status:	Not Initiated	State Grant - CNRA	\$0	\$0	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200
		General Fund	\$0	\$0	\$260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260
		Unfunded	\$0	\$0	\$0	\$2,040	\$0	\$0	\$0	\$0	\$0	\$0	\$2,040
		Total Funding	\$0	\$0	\$2,460	\$2,040	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500
8005	Wi-Fi Installation in Downtown												
Project Status:	Ongoing Program	ARPA	N/A	\$0	\$60	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$160
		Unfunded	N/A	\$0	\$0	\$0	\$100	\$100	\$100	\$100	\$100	\$100	\$300
		Total Funding	N/A	\$0	\$60	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$460
8006	Public Safety and Community Resources Department Facility												
Project Status:	Planning/Design Stage	ARPA	\$0	\$4,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,300
		Total Funding	\$0	\$4,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,300
Total Community Facilities Funding			\$348	\$10,066	\$4,178	\$3,600	\$125	\$125	\$125	\$125	\$125	\$125	\$18,567

*Funding amounts given in thousands of dollars

A22

Parks and Trails



Project No.	Project Title	Funding Source	Prior	Revised							
				FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total	
7018	Park Facilities Upgrade										
Project Status:	Ongoing Program	Park In Lieu Fund	N/A	\$0	\$150	\$150	\$150	\$150	\$150	\$750	
		Total Funding	N/A	\$0	\$150	\$150	\$150	\$150	\$150	\$750	
7946	Jacobsen and Marchetti Park Renovation										
Project Status:	Planning/Design Stage	Park In Lieu Fund	\$0	\$1,153	\$0	\$0	\$0	\$0	\$0	\$1,153	
		Prop 68 Grant	\$0	\$247	\$0	\$0	\$0	\$0	\$0	\$247	
		Total Funding	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$1,400	
7950	Contra Loma Estates Park Renovation										
Project Status:	Planning/Design Stage	Prop 68 Grant	\$250	\$2,702	\$0	\$0	\$0	\$0	\$0	\$2,952	
		Total Funding	\$250	\$2,702	\$0	\$0	\$0	\$0	\$0	\$2,952	
7982	City Park Landscape Renovation										
Project Status:	Ongoing Program	Delta Fair Property Fund	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$200	
		General Fund	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$20	
		Total Funding	\$0	\$220	\$0	\$0	\$0	\$0	\$0	\$220	
7983	Trail Maintenance Program										
Project Status:	Ongoing Program	Gas Tax	N/A	\$175	\$175	\$175	\$175	\$175	\$175	\$1,050	
		Total Funding	N/A	\$175	\$175	\$175	\$175	\$175	\$175	\$1,050	
7984	Community Park Synthetic Turf Replacement										
Project Status:	Not Initiated	Unfunded	N/A	\$0	\$0	\$0	\$0	\$2,200	\$0	\$2,200	
		Total Funding	N/A	\$0	\$0	\$0	\$0	\$2,200	\$0	\$2,200	
8007	Bicycle Garden Construction										
Project Status:	Not Initiated	General Fund	\$0	\$0	\$550	\$0	\$0	\$0	\$0	\$550	
		Unfunded	\$0	\$0	\$3,700	\$0	\$0	\$0	\$0	\$3,700	
		Total Funding	\$0	\$0	\$550	\$3,700	\$0	\$0	\$0	\$4,250	
8008	Rivertown Community Space Design										
Project Status:	Not Initiated	Park In Lieu Fund	\$0	\$0	\$350	\$0	\$0	\$0	\$0	\$350	
		Total Funding	\$0	\$0	\$350	\$0	\$0	\$0	\$0	\$350	
Total Parks and Trails Funding				\$250	\$4,497	\$1,225	\$4,025	\$325	\$2,525	\$325	\$13,172

*Funding amounts given in thousands of dollars

A23

Roadway Improvements



Project No.	Project Title	Funding Source	Prior	Revised						
				FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7355	Pedestrian/ADA Improvements Ongoing Program	Measure J	N/A	\$87	\$400	\$0	\$400	\$0	\$400	\$1,287
		Total Funding	N/A	\$87	\$400	\$0	\$400	\$0	\$400	\$1,287
7358	Sidewalk Repair Program Ongoing Program	Gas Tax	N/A	\$166	\$150	\$150	\$150	\$150	\$150	\$916
		Sewer Fund	N/A	\$167	\$150	\$150	\$150	\$150	\$150	\$917
		Water Fund	N/A	\$167	\$150	\$150	\$150	\$150	\$150	\$917
		Total Funding	N/A	\$500	\$450	\$450	\$450	\$450	\$450	\$2,750
7359	Pavement Management System Program Ongoing Program	P-TAP Fund	N/A	\$0	\$98	\$0	\$0	\$0	\$0	\$98
		Gas Tax	N/A	\$20	\$0	\$0	\$30	\$0	\$30	\$80
		Total Funding	N/A	\$20	\$98	\$0	\$30	\$0	\$30	\$178
7362	Pavement Surface Treatments Ongoing Program	Measure J	N/A	\$717	\$0	\$700	\$0	\$200	\$0	\$1,617
		RMRA	N/A	\$1,000	\$0	\$1,800	\$0	\$1,000	\$0	\$3,800
		Total Funding	N/A	\$1,717	\$0	\$2,500	\$0	\$1,200	\$0	\$5,417
7363	Hillcrest Ave. Left Turn at Wild Horse Road Not Initiated	Assessment District 26	\$0	\$0	\$0	\$0	\$230	\$0	\$0	\$230
		Total Funding	\$0	\$0	\$0	\$0	\$230	\$0	\$0	\$230
7448	Transportation Impact Fee Study Not Initiated	Measure J	\$0	\$45	\$0	\$0	\$0	\$0	\$0	\$45
		Total Funding	\$0	\$45	\$0	\$0	\$0	\$0	\$0	\$45
7746	CDBG Downtown Roadway Rehabilitation Program Ongoing Program	CDBG Fund	N/A	\$475	\$475	\$0	\$475	\$0	\$475	\$1,900
		Total Funding	N/A	\$475	\$475	\$0	\$475	\$0	\$475	\$1,900
7921	Citywide Signage Program Planning/Design Stage	General Fund	\$120	\$500	\$50	\$50	\$0	\$0	\$0	\$720
		Total Funding	\$120	\$500	\$50	\$50	\$0	\$0	\$0	\$720
7922	Traffic Calming Program Ongoing Program	Measure J	N/A	\$297	\$75	\$75	\$75	\$75	\$75	\$672
		Total Funding	N/A	\$297	\$75	\$75	\$75	\$75	\$75	\$672

A24

*Funding amounts given in thousands of dollars

Roadway Improvements



Project No.	Project Title	Funding Source	Prior	Revised FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7925	L Street Improvements									
Project Status:	Planning/Design Stage	RMRA	\$145	\$1,857	\$0	\$0	\$0	\$0	\$0	\$2,002
		OBAG2	\$0	\$1,469	\$0	\$0	\$0	\$0	\$0	\$1,469
		Measure J	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$1,200
		Unfunded	\$0	\$0	\$0	\$11,800	\$0	\$0	\$0	\$13,800
		Total Funding	\$145	\$4,526	\$0	\$2,000	\$11,800	\$0	\$0	\$18,471
7940	Pavement Plugs and Leveling Courses									
Project Status:	Ongoing Program	Measure J	N/A	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000
		RMRA	N/A	\$165	\$2,400	\$0	\$1,500	\$0	\$0	\$4,065
		Total Funding	N/A	\$165	\$2,400	\$0	\$2,500	\$0	\$0	\$5,065
7941	Streetlighting Improvements									
Project Status:	Planning/Design Stage	Gas Tax	\$0	\$850	\$850	\$0	\$0	\$0	\$0	\$1,700
		Unfunded	\$0	\$0	\$1,600	\$0	\$0	\$0	\$0	\$1,600
		Total Funding	\$0	\$850	\$2,450	\$0	\$0	\$0	\$0	\$3,300
7943	Median Island Improvements									
Project Status:	Ongoing Program	Gas Tax	N/A	\$0	\$0	\$400	\$400	\$400	\$400	\$1,600
		Measure J	N/A	\$950	\$950	\$550	\$550	\$550	\$550	\$4,100
		Total Funding	N/A	\$950	\$950	\$950	\$950	\$950	\$950	\$5,700
7958	Overhead Utility Undergrounding									
Project Status:	Planning/Design Stage	Rule 20A Fund	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000
		Total Funding	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000
Total Roadway Improvements Funding										
			\$265	\$11,132	\$7,348	\$6,025	\$16,910	\$2,675	\$2,380	\$46,735

*Funding amounts given in thousands of dollars

A25

Traffic Signals



Project No.	Project Title	Funding Source	Prior	Revised						
				FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7447	Traffic Signal: James Donlon Blvd./Metcalfe St									
Project Status:	<i>Not Initiated</i>	Traffic Signal Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$500
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$500
7956	Traffic Signal: Laurel Road/Canada Valley Road									
Project Status:	<i>Under Construction</i>	Traffic Signal Fund	\$0	\$637	\$0	\$0	\$0	\$0	\$0	\$637
		Total Funding	\$0	\$637	\$0	\$0	\$0	\$0	\$0	\$637
7977	Traffic Signal: Heidorn Ranch Road/Prewett Ranch Drive									
Project Status:	<i>Not Initiated</i>	Traffic Signal Fund	\$0	\$400	\$0	\$0	\$0	\$0	\$0	\$400
		Total Funding	\$0	\$400	\$0	\$0	\$0	\$0	\$0	\$400
Total Traffic Signals Funding			\$0	\$1,037	\$0	\$0	\$0	\$0	\$500	\$1,537

*Funding amounts given in thousands of dollars

A26

Wastewater & Storm Drain Systems

Project No.	Project Title	Funding Source	Prior	Revised						
				FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7724	Sewer Main Improvements Program									
Project Status:	Ongoing Program	Sewer System Imp. Fund	N/A	\$450	\$150	\$150	\$150	\$150	\$150	\$1,200
	Total Funding		N/A	\$450	\$150	\$150	\$150	\$150	\$150	\$1,200
7736	Sewer Facility Rehabilitation Program									
Project Status:	Ongoing Program	Sewer Fund	N/A	\$0	\$150	\$150	\$150	\$150	\$150	\$750
	Total Funding		N/A	\$0	\$150	\$150	\$150	\$150	\$150	\$750
7737	West Antioch Creek Channel Improvements Monitoring									
Project Status:	Under Construction	AD 27/31	\$4	\$219	\$20	\$20	\$0	\$0	\$0	\$263
	Total Funding		\$4	\$219	\$20	\$20	\$0	\$0	\$0	\$263
7745	Northeast Antioch Annexation Infrastructure									
Project Status:	Planning/Design Stage	NE Annexation Fund	\$4,739	\$1,884	\$0	\$0	\$1,500	\$0	\$0	\$8,123
	Total Funding		\$4,739	\$1,884	\$0	\$0	\$1,500	\$0	\$0	\$8,123
7750	Trash Capture Devices									
Project Status:	Ongoing Program	NPDES	N/A	\$270	\$100	\$100	\$100	\$100	\$100	\$770
	Total Funding		N/A	\$270	\$100	\$100	\$100	\$100	\$100	\$770
7923	Sewer Main Trenchless Rehabilitation									
Project Status:	Ongoing Program	Sewer Fund	N/A	\$1,250	\$300	\$300	\$300	\$300	\$300	\$2,750
	Total Funding		N/A	\$1,250	\$300	\$300	\$300	\$300	\$300	\$2,750
7964	West Antioch Creek Flood Conveyance Mitigation and Restoration									
Project Status:	Planning/Design Stage	IRWM Prop 1 Grant	\$0	\$700	\$0	\$0	\$0	\$0	\$0	\$700
	Total Funding		\$0	\$700	\$0	\$0	\$0	\$0	\$0	\$700
7993	East Antioch Creek Outfall Improvements									
Project Status:	Not Initiated	Sewer Fund	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$2,500
	Total Funding		\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$2,500
7995	Delta Fair Storm Drain Rehabilitation									
Project Status:	Not Initiated	Sewer Fund	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$250
	Total Funding		\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$250
Total Wastewater & Storm Drain Systems Funding			\$4,743	\$4,773	\$3,470	\$720	\$2,200	\$700	\$700	\$17,306

*Funding amounts given in thousands of dollars

A27

Water System



Project No.	Project Title	Funding Source	Prior	Revised	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7628	Water Main Replacement Program										
Project Status:	Ongoing Program	Water Fund	N/A		\$2,500	\$2,000	\$2,000	\$800	\$0	\$2,000	\$9,300
		Total Funding	N/A		\$2,500	\$2,000	\$2,000	\$800	\$0	\$2,000	\$9,300
7670	Water Treatment Plant Operations										
Project Status:	Ongoing Program	Water Fund	N/A		\$400	\$450	\$0	\$0	\$400	\$450	\$1,700
		Total Funding	N/A		\$400	\$450	\$0	\$0	\$400	\$450	\$1,700
7672	Water Studies and Planning										
Project Status:	Ongoing Program	Water Fund	N/A		\$367	\$255	\$350	\$225	\$300	\$225	\$1,722
		Total Funding	N/A		\$367	\$255	\$350	\$225	\$300	\$225	\$1,722
7674	Storage Reservoir Rehabilitation										
Project Status:	Planning/Design Stage	Water Fund	\$0		\$1,500	\$600	\$1,000	\$800	\$0	\$0	\$3,900
		Total Funding	\$0		\$1,500	\$600	\$1,000	\$800	\$0	\$0	\$3,900
7675	Water Treatment Plant Improvements										
Project Status:	Ongoing Program	Water Fund	N/A		\$1,263	\$610	\$500	\$410	\$460	\$500	\$3,743
		Total Funding	N/A		\$1,263	\$610	\$500	\$410	\$460	\$500	\$3,743
7682	Water Treatment Plant Solids Handling Improvements										
Project Status:	Not Initiated	Water Fund	\$0		\$0	\$0	\$250	\$0	\$0	\$2,500	\$2,750
		Total Funding	\$0		\$0	\$0	\$250	\$0	\$0	\$2,500	\$2,750
7684	Water Treatment Plant Drainage Capture										
Project Status:	Not Initiated	Water Fund	\$0		\$100	\$0	\$0	\$200	\$0	\$0	\$300
		Total Funding	\$0		\$100	\$0	\$0	\$200	\$0	\$0	\$300
7697	Water Treatment Plant Electrical Upgrade										
Project Status:	Planning/Design Stage	Water Fund	\$167		\$0	\$0	\$1,350	\$0	\$1,000	\$0	\$2,517
		Total Funding	\$167		\$0	\$0	\$1,350	\$0	\$1,000	\$0	\$2,517
7699	Brackish Water Desalination										
Project Status:	Under Construction	Water Fund	\$7,000		\$10,000	\$0	\$0	\$0	\$0	\$0	\$17,000
		SRF Loan	\$1,000		\$55,000	\$0	\$0	\$0	\$0	\$0	\$56,000
		Desalination Grant	\$0		\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
		DWR Settlement	\$0		\$27,000	\$0	\$0	\$0	\$0	\$0	\$27,000
		Total Funding	\$8,000		\$102,000	\$0	\$0	\$0	\$0	\$0	\$110,000
7702	Water Treatment Plant 'A' Filter Valves Replacement										
Project Status:	Not Initiated	Water Fund	\$0		\$1,025	\$0	\$1,000	\$0	\$0	\$0	\$2,025
		Total Funding	\$0		\$1,025	\$0	\$1,000	\$0	\$0	\$0	\$2,025
7703	Water Treatment Plant 'A' Applied Channels										
Project Status:	Not Initiated	Water Fund	\$0		\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$2,000
		Total Funding	\$0		\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$2,000
7931	Water Treatment Plant 'A' Raw Water Valve Replacement										
Project Status:	Planning/Design Stage	Water Fund	\$0		\$200	\$0	\$0	\$0	\$0	\$0	\$200
		Total Funding	\$0		\$200	\$0	\$0	\$0	\$0	\$0	\$200

*Funding amounts given in thousands of dollars

A28

Water System



Project No.	Project Title	Funding Source	Prior	Revised FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7932	Water Treatment Plant 'B' Basin Repair/Replacement									
Project Status:	Not Initiated	Water Fund	\$0	\$809	\$0	\$400	\$400	\$0	\$0	\$1,609
		Total Funding	\$0	\$809	\$0	\$400	\$400	\$0	\$0	\$1,609
7935	Re-Coating Surface of Clearwells and Fluoride Storage									
Project Status:	Planning/Design Stage	Water Fund	\$158	\$366	\$0	\$200	\$0	\$0	\$0	\$724
		Total Funding	\$158	\$366	\$0	\$200	\$0	\$0	\$0	\$724
7936	Sodium Hypochlorite Storage Coating									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$300
		Total Funding	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$300
7937	Pittsburg / Antioch Water Intertie									
Project Status:	Not Initiated	Water Fund	\$0	\$775	\$0	\$0	\$0	\$0	\$0	\$775
		Total Funding	\$0	\$775	\$0	\$0	\$0	\$0	\$0	\$775
7952	Parallel Raw Water Pipeline									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$2,000	\$0	\$0	\$0	\$2,000
		Total Funding	\$0	\$0	\$0	\$2,000	\$0	\$0	\$0	\$2,000
7978	Water Treatment Plant HVAC Systems									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$1,500
		Total Funding	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$1,500
7979	Water Treatment Plant B Flash Mixers									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$500	\$0	\$0	\$500
		Total Funding	\$0	\$0	\$0	\$0	\$500	\$0	\$0	\$500
7980	Water Treatment Plant B Solar Covers									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$500
		Total Funding	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$500
7981	Water Treatment Plant B Improvements									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000
		Total Funding	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000
7992	AMI Water Meter Reading Upgrade									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$5,750
		Total Funding	\$0	\$0	\$1,150	\$1,150	\$1,150	\$1,150	\$1,150	\$5,750
7996	Sodium Hypochlorite Injection Distribution System Improvements									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$2,464	\$2,464
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$2,464	\$2,464
7997	Water Treatment Plant Variable Frequency Drives									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$240	\$240
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$240	\$240

A29

*Funding amounts given in thousands of dollars

Water System



Project No.	Project Title	Funding Source	Prior	Revised FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total
7998	Polymer Room & Filter Aid Installation									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$240	\$0	\$0	\$240
		Total Funding	\$0	\$0	\$0	\$240	\$240	\$0	\$0	\$240
7999	Water Treatment Plant Chain and Flights Rehabilitation									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$246	\$246
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$246	\$246
8000	Radio Communication Improvements									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$170	\$0	\$0	\$0	\$0	\$170
		Total Funding	\$0	\$0	\$170	\$0	\$0	\$0	\$0	\$170
8001	Chemical Injection Modifications									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$176	\$0	\$0	\$0	\$176
		Total Funding	\$0	\$0	\$0	\$176	\$0	\$0	\$0	\$176
8002	Water Treatment Plant Generator Replacement									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$0	\$900	\$0	\$900
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$900	\$0	\$900
8003	Canal Pump Variable Frequency Drives									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$283	\$283
		Total Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$283	\$283
8004	Lone Tree Way Booster Pump Station Replacement									
Project Status:	Not Initiated	Water Fund	\$0	\$0	\$0	\$462	\$0	\$0	\$0	\$462
		Total Funding	\$0	\$0	\$0	\$462	\$0	\$0	\$0	\$462
Total Water System Funding			\$8,325	\$112,305	\$5,235	\$8,962	\$7,901	\$7,210	\$10,058	\$159,996

A30

*Funding amounts given in thousands of dollars

Park Facilities Upgrade



Location: Citywide

Project Manager: Derek Traya

Estimated Completion: Ongoing Program

Project Description: This project will rehabilitate and upgrade aging park playground equipment and facilities throughout the City.

Justification: Upgrades to community parks help maintain a healthy community.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Construction		N/A	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
TOTAL		\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
216 Park in Lieu Fund		N/A	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
TOTAL		\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000

A31

Pedestrian/ADA Improvements



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

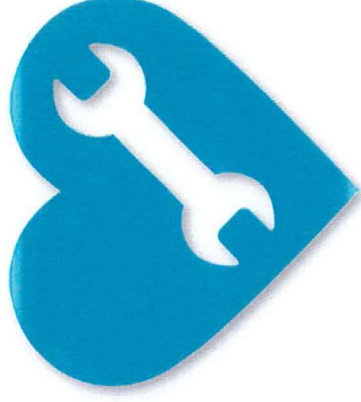
Project Description: This project will construct new curb ramps in conformance with State and American with Disability Act guidelines and replace damaged sidewalks.

Justification: The project will improve pedestrian access by installing curb ramps and reducing hazards in the public right of way.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Planning and Design		N/A	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000
Construction		N/A	\$ 77,000	\$ 390,000	\$ -	\$ 390,000	\$ -	\$ 1,247,000
TOTAL		\$ -	\$ 87,000	\$ 400,000	\$ -	\$ 400,000	\$ -	\$ 1,287,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
222 Measure J		N/A	\$ 87,000	\$ 400,000	\$ -	\$ 400,000	\$ -	\$ 400,000
TOTAL		\$ -	\$ 87,000	\$ 400,000	\$ -	\$ 400,000	\$ -	\$ 1,287,000

A32

Sidewalk Repair Program



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

Project Description: This program will replace concrete sidewalks, curb and gutter that have been damaged by tree roots or broken as part of an underground utility repair. The program also installs new curb ramps to improve pedestrian accessibility.

Justification: Overgrown tree roots and repairs to underground utilities damage sections of concrete curb, gutter, and sidewalk. The program helps to mitigate risks of trip and fall incidents throughout the City.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	N/A	\$ 55,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 305,000
Construction	N/A	\$ 445,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,445,000
TOTAL	\$ -	\$ 500,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 2,750,000
Funding Sources							
213 Gas Tax	N/A	\$ 166,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 916,000
621 Sewer Fund	N/A	\$ 167,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 917,000
611 Water Fund	N/A	\$ 167,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 917,000
TOTAL	\$ -	\$ 500,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 2,750,000

A33

A photograph of a paved road with yellow double lines, lined with trees and a fence, under a blue sky. The road is viewed from a low angle, looking down its length. The trees are mostly bare, suggesting late autumn or winter. A fence runs along the right side of the road. The sky is a clear, pale blue.

Estimated Completion: Ongoing Program

Justification: A Pavement Management Plan is required as a condition of Measure "J" funding for street improvements.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	N/A	\$ 20,000	\$ 98,000	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ 178,000
TOTAL		\$ -	\$ 20,000	\$ 98,000	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ 178,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	P-TAP Fund	N/A	\$ -	\$ 98,000	\$ -	\$ -	\$ -	\$ -	\$ 98,000
	213 Gas Tax	N/A	\$ 20,000	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ 80,000
TOTAL		\$ -	\$ 20,000	\$ 98,000	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ 178,000

A34

Pavement Surface Treatments



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

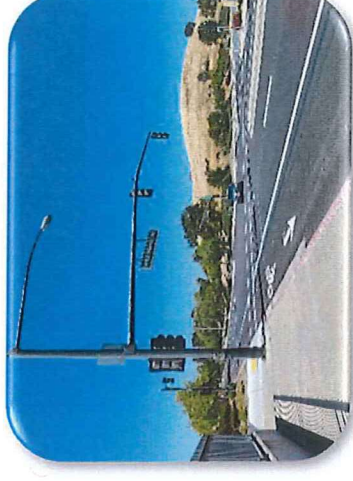
Project Description: This program provides pavement preservation treatments such as cape seal, micro-surfacing and other preventative maintenance treatments to extend the useful life of a roadway.

Justification: The program implements the Pavement Management System program and recommendations from residents.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	N/A	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 90,000
Construction	N/A	\$ -	\$1,687,000	\$2,470,000	\$ -	\$1,170,000	\$ -	\$5,327,000
TOTAL	\$ -	\$ 30,000	\$1,687,000	\$2,500,000	\$ -	\$1,200,000	\$ -	\$5,417,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
222 Measure J	N/A	\$ 717,000	\$ -	\$ 700,000	\$ -	\$ 200,000	\$ -	\$1,617,000
209 RMRA	N/A	\$1,000,000	\$ -	\$1,800,000	\$ -	\$1,000,000	\$ -	\$3,800,000
TOTAL	\$ -	\$1,717,000	\$ -	\$2,500,000	\$ -	\$1,200,000	\$ -	\$5,417,000

A35

Hillcrest Ave. Left Turn at Wild Horse Road



Location: Hillcrest Avenue at Wild Horse Road

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: This project will extend the Hillcrest Avenue left turn pocket at Wild Horse Road.

Justification: Additional capacity is necessary for build out of the development to the east and future extension of Wild Horse Road to Slatten Ranch Road.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 230,000	\$ -	\$ -
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
361 Assessment District 26	\$ -	\$ -	\$ -	\$ -	\$ 230,000	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 230,000	\$ -	\$ -

A366

Traffic Signal: James Donlon Blvd./ Metcalf St.



Location: The intersection at James Donlon Boulevard and Metcalf Street

Project Manager: Scott Buenting

Estimated Completion: 2027

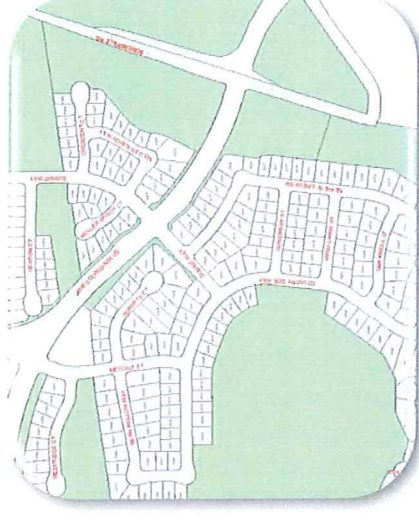
Project Description: This project will install a new traffic signal and related facilities at the intersection of James Donlon Boulevard and Metcalf Street.

Justification: This facility is expected to improve traffic safety in the area following additional development.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,000
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	220 Traffic Signal Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000

A37

Transportation Impact Fee Study



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: 2023

Project Description: This study will update the traffic impact fee program.

Justification: This study is used to assist with the financing transportation improvements needed to support new development and redevelopment activities throughout the City.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000
Funding Sources							
222 Measure J	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000

A38

Water Main Replacement Program



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

Project Description: This program replaces deteriorated water facilities to improve efficiency in the existing system as identified in the Water System Master Plan or as requested by the Water Distribution Division.

Justification: Portions of the existing water system are aging and/or have experienced failures due to deterioration and need replacement and upgrades.

Project Financing		Current		Proposed					Total
Expenditures	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27		
Planning and Design	N/A	\$ 15,000	\$ 15,000	\$ 15,000	\$ 10,000	\$ -	\$ 15,000	\$	70,000
Construction	N/A	\$ 2,485,000	\$ 1,985,000	\$ 1,985,000	\$ 790,000	\$ -	\$ 1,985,000	\$	9,230,000
TOTAL	\$ -	\$ 2,500,000	\$ 2,000,000	\$ 2,000,000	\$ 800,000	\$ -	\$ 2,000,000	\$	9,300,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27		
611 Water Fund	N/A	\$ 2,500,000	\$ 2,000,000	\$ 2,000,000	\$ 800,000	\$ -	\$ 2,000,000	\$	9,300,000
TOTAL	\$ -	\$ 2,500,000	\$ 2,000,000	\$ 2,000,000	\$ 800,000	\$ -	\$ 2,000,000	\$	9,300,000

A39

Water Treatment Plant Operations



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: Ongoing Program

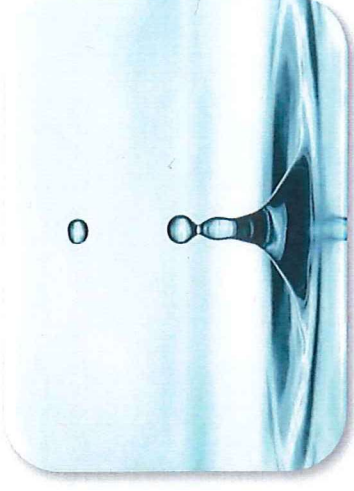
Project Description: This project will replace the granular activated carbon filters of both Plant "A" and "B".

Justification: The granular activated carbon filters must be replaced every four to five years to perform efficiently.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	N/A	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 40,000
	Construction	N/A	\$ 390,000	\$ 440,000	\$ -	\$ -	\$ 390,000	\$ 440,000	\$ 1,660,000
TOTAL		\$ -	\$ 400,000	\$ 450,000	\$ -	\$ -	\$ 400,000	\$ 450,000	\$ 1,700,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	611 Water Fund	N/A	\$ 400,000	\$ 450,000	\$ -	\$ -	\$ 400,000	\$ 450,000	\$ 1,700,000
TOTAL		\$ -	\$ 400,000	\$ 450,000	\$ -	\$ -	\$ 400,000	\$ 450,000	\$ 1,700,000

A40

Water Studies and Planning



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

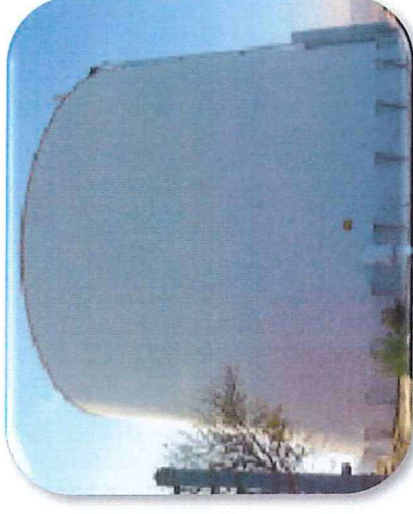
Project Description: This project will prepare and update various water studies and planning documents including the Water System Master Plan, Water Rate Study, Risk Management Plan, Urban Water Management Plan Update, Watershed Sanitary Survey Update, Groundwater Sustainability Plan, Integrated Regional Water Management Plan, Risk Resilience Assessment and Emergency Response Plan.

Justification: Various water related studies and planning documents must be completed for the City to be compliant with State and industry requirements.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Planning and Design			N/A	\$ 255,000	\$ 350,000	\$ 225,000	\$ 300,000	\$ 225,000
TOTAL		\$ -	\$ 367,000	\$ 255,000	\$ 350,000	\$ 225,000	\$ 300,000	\$ 1,722,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611 Water Fund			N/A	\$ 255,000	\$ 350,000	\$ 225,000	\$ 300,000	\$ 225,000
TOTAL		\$ -	\$ 367,000	\$ 255,000	\$ 350,000	\$ 225,000	\$ 300,000	\$ 1,722,000

A41

Storage Reservoir Rehabilitation



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: This project rehabilitates water storage reservoirs throughout the City. Work to be performed may include recoating, repainting, installation of mixers and sampling stations and seismic upgrades.

Justification: Maintenance and upgrades of water storage reservoirs are necessary to prolong their useful lives.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ 120,000	\$ 50,000	\$ 10,000	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 1,930,000	\$ 990,000	\$ 800,000	\$ -	\$ -
TOTAL	\$ -	\$ 120,000	\$ 1,980,000	\$ 1,000,000	\$ 800,000	\$ -	\$ 3,900,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611 Water Fund	\$ -	\$ 1,500,000	\$ 600,000	\$ 1,000,000	\$ 800,000	\$ -	\$ -
TOTAL	\$ -	\$ 1,500,000	\$ 600,000	\$ 1,000,000	\$ 800,000	\$ -	\$ 3,900,000

A42

Water Treatment Plant Improvements



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: Ongoing Program

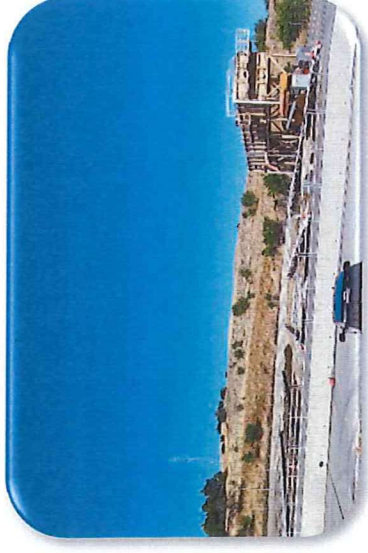
Project Description: This project will perform minor improvements at the Water Treatment Plant. The work may include replacement of deteriorating equipment, installation of new controls, construction of facilities, clearwell improvements and installation of a Zone 1 flow meter.

Justification: Upgrades to the plant are required to maintain and/or improve the efficiency of the facility.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	N/A	\$ 10,000	\$ 30,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 60,000
	Construction	N/A	\$ 1,253,000	\$ 580,000	\$ 495,000	\$ 405,000	\$ 455,000	\$ 495,000	\$ 3,683,000
TOTAL		\$ -	\$ 1,263,000	\$ 610,000	\$ 500,000	\$ 410,000	\$ 460,000	\$ 500,000	\$ 3,743,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
611	Water Fund	N/A	\$ 1,263,000	\$ 610,000	\$ 500,000	\$ 410,000	\$ 460,000	\$ 500,000	\$ 3,743,000
TOTAL		\$ -	\$ 1,263,000	\$ 610,000	\$ 500,000	\$ 410,000	\$ 460,000	\$ 500,000	\$ 3,743,000

A43

Water Treatment Plant Solids Handling Improvements



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2027

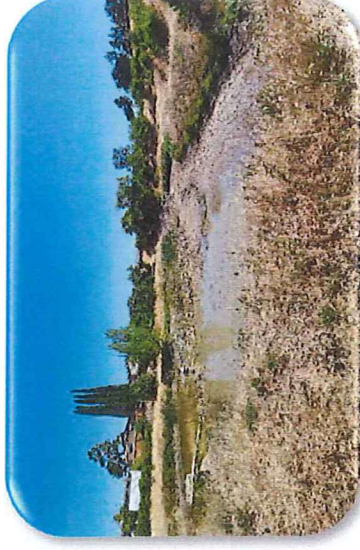
Project Description: This project will evaluate the existing solids handling and dewatering operation at the Water Treatment Plant and, if warranted, design and construct additional facilities.

Justification: Solids handling and dewatering are currently performed by a private contractor. This exercise will determine if a City owned system may be more cost effective.

Project Financing Expenditures	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Planning and Design	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 2,500,000
TOTAL	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 2,750,000
Funding Sources	Current		2022/23	2023/24	2024/25	2025/26	2026/27
	Prior	2021/22					
611 Water Fund	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 2,500,000
TOTAL	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 2,750,000

A44

Water Treatment Plant Drainage Capture



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025

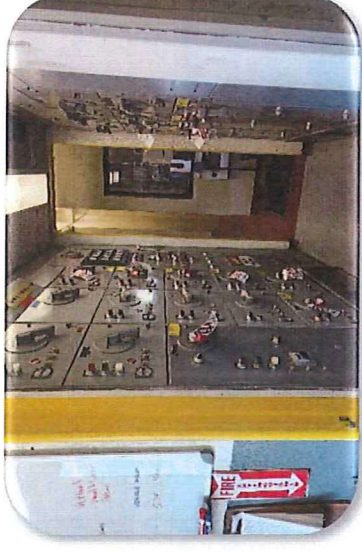
Project Description: This project will re-evaluate the existing sludge lagoon. Work included in this project may include removal of accumulated solids, stabilization of banks and installation of decant/disposal system or constructing a new City owned facility.

Justification: The City may require additional capacity to accommodate emptying the clarifiers for routine or special maintenance.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
	Construction	\$ -	\$ -	\$ 100,000	\$ -	\$ 190,000	\$ -	\$ -	\$ 290,000
TOTAL		\$ -	\$ -	\$ 100,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 300,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	611 Water Fund	\$ -	\$ 100,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 300,000
TOTAL		\$ -	\$ 100,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 300,000

A45

Water Treatment Plant Electrical Upgrade



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2026

Project Description: The project will relocate and upgrade the aging electric facilities in Plant "A".

Justification: Electrical equipment is aging and requires upgrades to continue to function properly.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Planning and Design	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -
	Construction	\$ 167,000	\$ -	\$ -	\$ 1,330,000	\$ -	\$ 1,000,000	\$ -
TOTAL		\$ 167,000	\$ -	\$ -	\$ 1,350,000	\$ -	\$ 1,000,000	\$ -
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	611 Water Fund	\$ 167,000	\$ -	\$ -	\$ 1,350,000	\$ -	\$ 1,000,000	\$ -
TOTAL		\$ 167,000	\$ -	\$ -	\$ 1,350,000	\$ -	\$ 1,000,000	\$ -
								\$ 2,350,000
								\$ 2,350,000

A46

Brackish Water Desalination

Location: Water Treatment Plant

Project Manager: John Samuelson

Estimated Completion: 2023



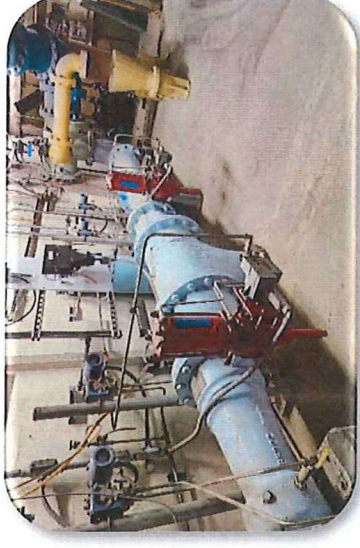
Project Description: This project will construct a 6 MGD brackish water desalination plant that would treat water from the San Joaquin River during times of high chloride content. The work will include the replacement of the City's river intake facility and install a new fish screen. Approximately 4 miles of pipeline will be constructed to convey brine concentrate from the water treatment plant to Delta Diablo.

Justification: This process will enable the City the ability to treat river water in times of drought and future dry conditions due to climate change and protect the City's Pre-1914 water rights.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning/Design	\$ 8,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000,000
Construction	\$ -	\$ 48,000,000	\$ 53,000,000	\$ -	\$ -	\$ -	\$ -	\$ 101,000,000
TOTAL	\$ 8,000,000	\$ 49,000,000	\$ 53,000,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000,000
Funding Sources								
611 Water Fund	\$ 7,000,000	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000,000
611 SRF Loan	\$ 1,000,000	\$ 55,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,000,000
611 Desalination Grant	\$ -	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000
611 DWR Settlement	\$ -	\$ 27,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,000,000
TOTAL	\$ 8,000,000	\$ 102,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000,000

ALH

Water Treatment Plant 'A' Filter Valves Replacement



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2024

Project Description: This project will replace four aging filter valves in Plant 'A' at the Water Treatment Plant.

Justification: Four of the eight filter valves at Plant 'A' have been in the system for a long period of time and are currently leaking while in the closed position.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ 51,000	\$ -	\$ -	\$ -	\$ 51,000
Construction	\$ -	\$ -	\$ 974,000	\$ 1,000,000	\$ -	\$ -	\$ 1,974,000
TOTAL	\$ -	\$ -	\$ 1,025,000	\$ 1,000,000	\$ -	\$ -	\$ 2,025,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611 Water Fund	\$ -	\$ 1,025,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 1,025,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
							\$ 2,025,000
							\$ 2,025,000

ACH

Water Treatment Plant 'A' Applied Channels



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: The project will evaluate the existing applied water channels at the Water Treatment Plant. Modification or replacement of the channels will be designed and constructed.

Justification: The existing applied channels have settled and separated from the filters causing water to leak out.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ -	\$ -	\$ 100,000	\$ -	\$ 30,000	\$ -	\$ -	\$ 130,000
Construction	\$ -	\$ -	\$ 900,000	\$ -	\$ 970,000	\$ -	\$ -	\$ 1,870,000
TOTAL	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 2,000,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
611 Water Fund	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 2,000,000
TOTAL	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 2,000,000

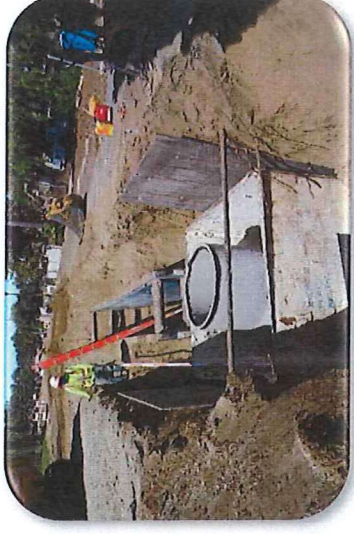
A49

Sewer Main Improvement Program

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



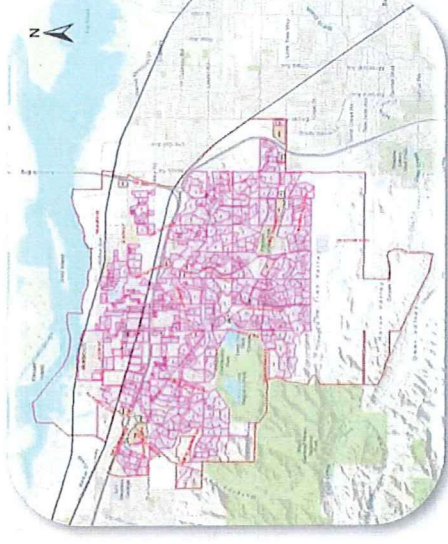
Project Description: This program constructs improvements to the sanitary sewer collection system necessary to increase functionality or expand capacity.

Justification: Expansion of the system is required to provide proper service to the residents.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	N/A	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Construction	N/A	\$ 435,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
TOTAL	\$ -	\$ 450,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Sewer System							
622 Improvement Fund	N/A	\$ 450,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
TOTAL	\$ -	\$ 450,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000

A50

Sewer Facility Rehabilitation Program



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

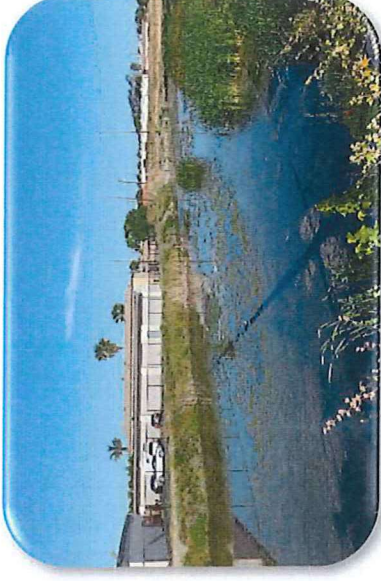
Project Description: This program rehabilitates damaged and deteriorating sewer collection facilities.

Justification: These improvements reduce maintenance cost, prevent overflows, and improve sewer flow capacity.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	N/A	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
Construction	N/A	\$ -	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 725,000
TOTAL	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
621 Sewer Fund	N/A	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
TOTAL	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000

A51

West Antioch Creek Channel Improvements Monitoring



Location: West Antioch Creek from West 8th Street to West 10th Street.

Project Manager: Scott Buenting

Estimated Completion: 2024

Project Description: This project established and is implementing the 5-year mitigation plan of the West Antioch Creek Channel Improvement project.

Justification: The mitigation compliance for maintenance and monitoring is required of the Department of Water Resources, Proposition 1 grant that funded the West Antioch Creek Channel Improvement project.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ 4,000	\$ 219,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
Construction	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 4,000	\$ 219,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 263,000
Funding Sources							
376 AD 27/31	\$ 4,000	\$ 219,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
TOTAL	\$ 4,000	\$ 219,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 263,000

A52

Northeast Antioch Annexation Infrastructure

Location: Northeast Annexation area

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will construct new underground facilities and provide additional infrastructure on Viera Ave, Stewart Lane, Vine Lane, Bown Lane, Walnut Ave, Santa Fe Ave, and Wilbur Ave.

Justification: Domestic water and sanitary sewer facilities have been installed in these areas. Additional work may include storm water collection, curb, gutter and sidewalk and street lighting.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ 473,900	\$ 5,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -
Construction	\$ 4,265,100	\$ -	\$ -	\$ 1,829,000	\$ 1,425,000	\$ -	\$ -
TOTAL	\$ 4,739,000	\$ -	\$ 125,000	\$ 1,829,000	\$ 1,425,000	\$ -	\$ 8,123,000
Funding Sources							
311 NE Annexation Fund	\$ 4,739,000	\$ 1,884,000	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -
TOTAL	\$ 4,739,000	\$ 1,884,000	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 8,123,000

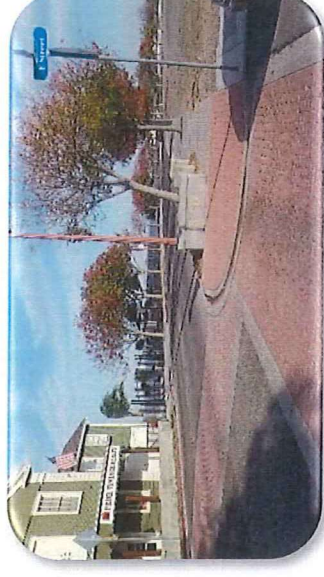
A53

CDBG Downtown Roadway Rehabilitation Program

Location: Community Development Block Grant area

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This project includes roadway rehabilitation, replacement of damaged sidewalk, curb and gutter, installation of new curb ramps and storm drain system modifications within the City's Community Development Block Grant area.

Justification: The existing pavement has deteriorated and drainage along the roadway is inadequate or no longer functioning. In addition, pedestrian access is severely restricted due to the lack of curb ramps.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	N/A	\$ -	\$ 25,000	\$ -	\$ 10,000	\$ -	\$ 10,000
Construction	N/A	\$ -	\$ 925,000	\$ -	\$ 465,000	\$ -	\$ 465,000
TOTAL	\$ -	\$ -	\$ 950,000	\$ -	\$ 475,000	\$ -	\$ 475,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
212 CDBG Fund	N/A	\$ 475,000	\$ 475,000	\$ -	\$ 475,000	\$ -	\$ 475,000
TOTAL	\$ -	\$ 475,000	\$ 475,000	\$ -	\$ 475,000	\$ -	\$ 475,000

ASH

Trash Capture Devices



Location: Citywide

Project Manager: Phil Hoffmeister

Estimated Completion: Ongoing Program

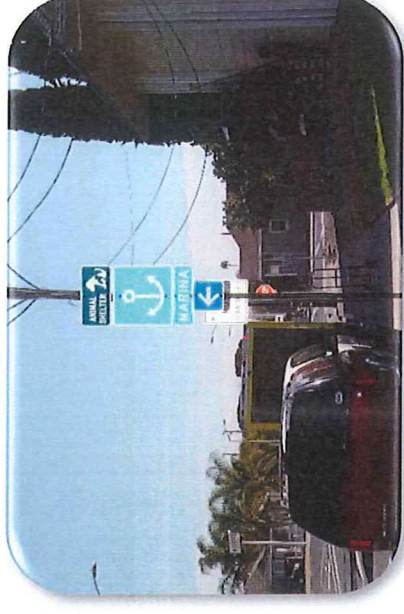
Project Description: This program will install full trash capture devices at various locations throughout the City to prevent trash from reaching the storm drain system, channels, creeks, and San Joaquin River. Locations will be determined depending on the type of device selected.

Justification: To provide compliance with Provision C.10 the City's MS4 NPDES stormwater permit (R2-2015-0049; as amended by R2-2019-0004).

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Planning and Design		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction		N/A	\$ 270,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 770,000
TOTAL		\$ -	\$ 270,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 770,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
229 NPDES		N/A	\$ 270,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 770,000
TOTAL		\$ -	\$ 270,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 770,000

A55

Citywide Signage Program



Location: Citywide

Project Manager: John Samuelson

Estimated Completion: 2024

Project Description: This program includes designing and installing facility, location and point of interest signs throughout the City.

Justification: The program will enlighten residents and visitors of numerous parks, facilities, and attractions within the City.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Construction	\$ -	\$ 500,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 600,000
TOTAL	\$ 120,000	\$ 500,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 720,000
Funding Sources								
100 General Fund	\$ 120,000	\$ 500,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 720,000
TOTAL	\$ 120,000	\$ 500,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 720,000

A56

Traffic Calming Program



Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program

Project Description: This program implements traffic calming strategies on roadways that have been identified by residents and confirmed by the Traffic Engineer.

Justification: Excessive speed on residential roadways is a safety concern. This program strives to reduce the risks of traffic accidents throughout the City.

Project Financing		Current		Proposed					Total
Expenditures	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27		
Planning and Design	N/A	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$	\$ 35,000
Construction	N/A	\$ 200,000	\$ 157,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$	\$ 637,000
TOTAL	\$ -	\$ 210,000	\$ 162,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$	\$ 672,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27		
222 Measure J	N/A	\$ 297,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$	\$ 672,000
TOTAL	\$ -	\$ 297,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$	\$ 672,000

A57

Sewer Main Trenchless Rehabilitation

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program rehabilitates damaged and deteriorated sanitary sewer pipelines utilizing trenchless methods such as pipe bursting and cured in-place pipe installation.

Justification: Portions of the existing sanitary sewer collection system are damaged or deteriorating and need replacement and upgrades. Trenchless rehabilitation of sanitary sewer pipelines is much less expensive than replacement of the pipeline due to the small excavation required to access the pipelines and minimum damage to the ground surface.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Planning and Design		N/A	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000
Construction		N/A	\$ 1,230,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 290,000	\$ 2,680,000
TOTAL		\$ -	\$ 1,250,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 2,750,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
621 Sewer Fund		N/A	\$ 1,250,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 2,750,000
TOTAL		\$ -	\$ 1,250,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 2,750,000

A58

L Street Improvements



Location: L Street between Highway 4 and the Antioch Marina

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: This project will consist of modifying and widening portions of the roadway, constructing new concrete curb, gutter, sidewalks and curb cuts, installing landscaping and decorative hardscape, improve bicycle access and upgrading signage and striping throughout the project.

Justification: Improve traffic flow and aesthetics from Highway 4 to the Marina and the Rivertown District.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning/Design	\$ 145,000	\$ 100,000	\$ 1,555,000	\$ -	\$ -	\$ -	\$ -
Right of Way	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -
Construction Mgmt	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -
Construction	\$ -	\$ -	\$ 2,400,000	\$ -	\$ 9,771,000	\$ -	\$ -
TOTAL	\$ 145,000	\$ 100,000	\$ 3,955,000	\$ 2,000,000	\$ 12,271,000	\$ -	\$ 18,471,000
Funding Sources							
209 RMRA	\$ 145,000	\$ 1,857,000	\$ -	\$ -	\$ -	\$ -	\$ 2,002,000
209 OBAG2	\$ -	\$ 1,469,000	\$ -	\$ -	\$ -	\$ -	\$ 1,469,000
222 Measure J	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
Unfunded	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 11,800,000	\$ -	\$ -
TOTAL	\$ 145,000	\$ 4,526,000	\$ -	\$ 2,000,000	\$ 11,800,000	\$ -	\$ 18,471,000

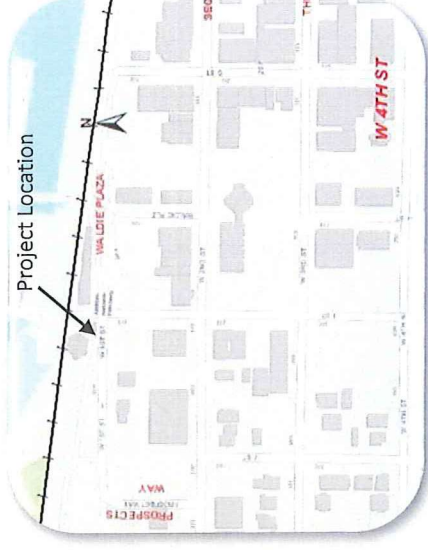
A59

Amtrak Station Improvements

Location: 100 I Street

Project Manager: Scott Buening

Estimated Completion: 2023



Project Description: This project will install landscaping, hardscaping, and benches at the train station.

Justification: The non-operational ticket booth and bathroom have been demolished and this project will improve usage and beautify the area for better use.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Construction	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
TOTAL	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Funding Sources								
213 Gas Tax	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
TOTAL	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000

A60

Marina Basin Dredging



Location: Antioch Marina

Project Manager: Scott Buenting

Estimated Completion: 2024

Project Description: This project will remove sediment within the Marina basin to maintain an eight-foot depth throughout the marina berths and waterway.

Justification: If proper depths are not maintained berths become silted and unusable resulting in a loss of revenue for the marina and loss of rentable space for residents.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Construction	\$ -	\$ -	\$ -	\$ 490,000	\$ -	\$ -	\$ -	\$ 490,000
TOTAL	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Funding Sources								
631 Marina Fund	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
TOTAL	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000

A61

Project Manager: Scott Bunting

Project Description: This project will replace a deteriorating valve on the raw water line into Plant "A".

Justification: This valve is critical to the continued reliability of plant operations and shutdown procedures.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Construction	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611	Water Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -

$$Al_2O_3$$

Water Treatment Plant 'B' Basin Repair/Replacement



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025

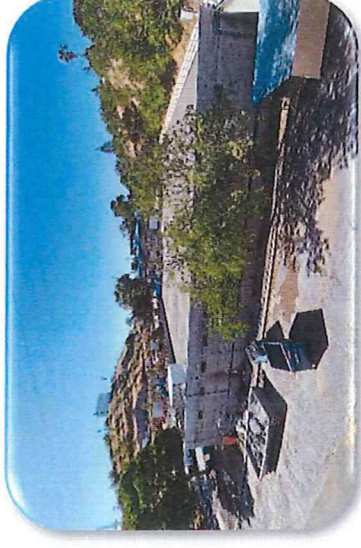
Project Description: This project will repair or replace sluice gates, flight drive shafts, housing, and bearings within the basin of Plant "B" at the Water Treatment Plant.

Justification: The original equipment was installed in 1986 and is exposed to aggressive water and is now beginning to fail. To maintain proper operation of the plant, these items need to be replaced or repaired.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ 10,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -
Construction	\$ -	\$ -	\$ 799,000	\$ 395,000	\$ 395,000	\$ -	\$ -
TOTAL	\$ -	\$ 10,000	\$ 799,000	\$ 400,000	\$ 400,000	\$ -	\$ 1,609,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611 Water Fund	\$ -	\$ 809,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ -
TOTAL	\$ -	\$ 809,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ 1,609,000

A63

Re-Coating Surface of Clearwell and Fluoride Storage



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2024

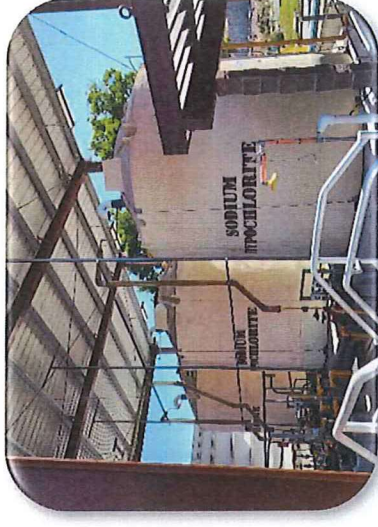
Project Description: The project will re-coat the top surface of the Plant "B" clearwell and the fluoride bulk tank.

Justification: Maintaining protective coating increases the life expectancy of the facilities by sealing the surface.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Planning and Design	\$	158,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$	-	\$ -	\$ 366,000	\$ 200,000	\$ -	\$ -	\$ -
TOTAL	\$	158,000	\$ -	\$ 366,000	\$ 200,000	\$ -	\$ -	\$ 724,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611 Water Fund	\$	158,000	\$ 366,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -
TOTAL	\$	158,000	\$ 366,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 724,000

AB4

Sodium Hypochlorite Storage Coating



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2024

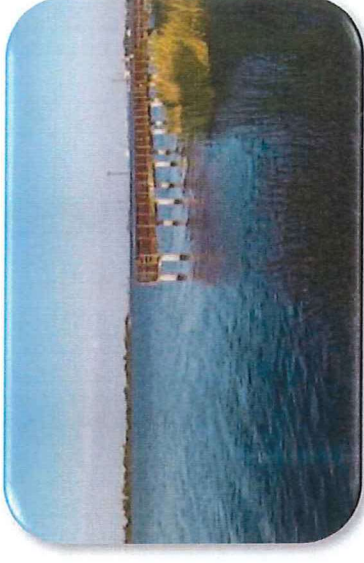
Project Description: This project will re-coat the containment area for the sodium hypochlorite storage tanks.

Justification: Coating the containment area will help keep the area clean and protect the integrity of the structure in the event of a spill.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Construction	\$ -	\$ -	\$ -	\$ 280,000	\$ -	\$ -	\$ -	\$ 280,000
TOTAL	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
611 Water Fund	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000
TOTAL	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000

ALS

Pittsburg/Antioch Water Intertie



Location: Intersection of Delta Fair Blvd. and E. Leland Rd.

Project Manager: Scott Buenting

Estimated Completion: 2023

Project Description: This project will improve the connections between the City of Antioch and City of Pittsburg's water systems.

Justification: The current intertie is unreliable and in the event of an emergency, a reliable interconnection between the cities of Antioch and Pittsburg should be established to help maintain water supply.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
Construction	\$ -	\$ -	\$ 745,000	\$ -	\$ -	\$ -	\$ 745,000
TOTAL	\$ -	\$ -	\$ 775,000	\$ -	\$ -	\$ -	\$ 775,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611 Water Fund	\$ -	\$ 775,000	\$ -	\$ -	\$ -	\$ -	\$ 775,000
TOTAL	\$ -	\$ 775,000	\$ -	\$ -	\$ -	\$ -	\$ 775,000

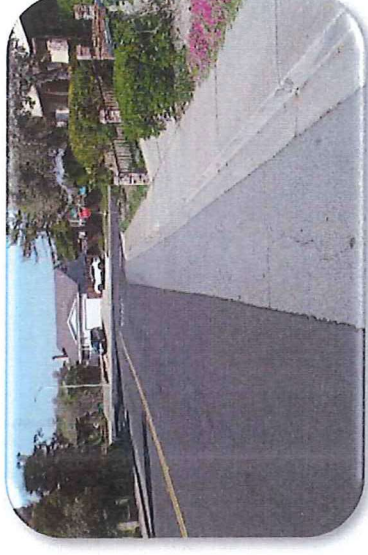
Atto

Pavement Plugs and Leveling Courses

Location: Citywide

Project Manager: Scott Buenting

Estimated Completion: Ongoing Program



Project Description: This program prepares roadways to receive a full street width surface treatment such as a cape seal or micro-surfacing by constructing asphalt concrete plugs and leveling courses typically within the driving lanes.

Justification: Roadway rehabilitation utilizing asphalt concrete plugs and leveling courses in conjunction with a surface treatment is a cost-effective way of extending the useful life of a roadway.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Planning and Design		N/A	\$ 165,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -
Construction		N/A	\$ -	\$ 2,395,000	\$ -	\$ 2,495,000	\$ -	\$ -
TOTAL		\$ -	\$ 165,000	\$ 2,400,000	\$ -	\$ 2,500,000	\$ -	\$ 5,065,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
222 Measure J		N/A	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -
209 RMRA		N/A	\$ 165,000	\$ 2,400,000	\$ -	\$ 1,500,000	\$ -	\$ -
TOTAL		\$ -	\$ 165,000	\$ 2,400,000	\$ -	\$ 2,500,000	\$ -	\$ 5,065,000

A67

A color photograph of a multi-lane highway. In the foreground, there is a grassy area with some dry patches. A large, full green tree stands on the left shoulder of the road. The highway has several lanes with white dashed lines. A tall white pole with a light fixture is positioned near the tree. In the background, there are some buildings and more trees under a clear blue sky. The photo is oriented horizontally on the page.

Estimated Completion: 2023

Justification: Street lighting is inconsistent in various areas. Evaluating the existing conditions and implementing improvements increases public safety.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
	Construction	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000
TOTAL		\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
213	Gas Tax	\$ -	\$ 850,000	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000
	Unfunded	\$ -	\$ -	\$ 1,600,000	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000
TOTAL		\$ -	\$ 850,000	\$ 2,450,000	\$ -	\$ -	\$ -	\$ -	\$ 3,300,000

A68

Median Island Improvements



Location: Citywide

Project Manager: Carlos Zepeda

Estimated Completion: Ongoing Program

Project Description: This project will improve existing median islands by installing low maintenance landscape and decorative hardscape in various locations throughout the City.

Justification: These improvements will improve median islands with beautiful vegetation and decorative hardscape that will enhance the street scape aesthetics.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Planning and Design	N/A	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	Construction	N/A	\$ 945,000	\$ 945,000	\$ 945,000	\$ 945,000	\$ 945,000	\$ 945,000
TOTAL		\$ -	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	213 Gas Tax	N/A	\$ -	\$ -	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
	222 Measure J	N/A	\$ 950,000	\$ 950,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
TOTAL		\$ -	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000
								\$ 5,700,000

A69

Jacobsen and Marchetti Park Renovation



Location: Jacobsen and Marchetti Park

Project Manager: Derek Traya

Estimated Completion: 2023

Project Description: This project will renovate both Jacobsen and Marchetti Parks including replacing aging playground equipment and rehabilitating existing fields and courts.

Justification: The facilities and amenities within these parks are aging and deteriorated.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Construction	\$ -	\$ -	\$ 1,380,000	\$ -	\$ -	\$ -	\$ 1,380,000
TOTAL	\$ -	\$ -	\$ 1,400,000	\$ -	\$ -	\$ -	\$ 1,400,000
Funding Sources							
216 Park in Lieu Fund	\$ -	\$ 1,153,000	\$ -	\$ -	\$ -	\$ -	\$ 1,153,000
216 Prop 68 Grant	\$ -	\$ 247,000	\$ -	\$ -	\$ -	\$ -	\$ 247,000
TOTAL	\$ -	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000

A-70

Restoration of Public Art

Location: Citywide

Project Manager: Carlos Zepeda

Estimated Completion: Ongoing Program



Project Description: This project will include the restoration of the “Hey Daddy, Look!” statue located south of James Donlon Blvd. on Lone Tree Way and other public art throughout the City.

Justification: Many art pieces within the City are deteriorating or have been damaged and are in need of restoration.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Construction		\$ -	\$ 60,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 185,000
TOTAL		\$ -	\$ 60,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 185,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
100 General Fund		\$ -	\$ 60,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 185,000
TOTAL		\$ -	\$ 60,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 185,000

AT

Estimated Completion: 2024

Justification: The existing barbed wire fencing is deteriorating and needing replacement.

A72

Parallel Raw Water Pipeline



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: This project will construct a second pipeline for conveying raw water from the Municipal Reservoir to the Water Treatment Plant.

Justification: An additional pipeline will increase the reliability of the raw water conveyance system.

Project Financing	Current		Proposed				Total	
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ 1,900,000	\$ -	\$ -	\$ 1,900,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000
Funding Sources								
611 Water Fund	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000

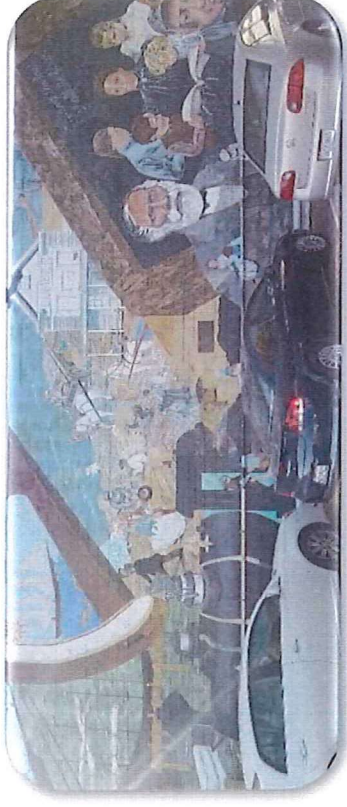
A73

Murals

Location: Citywide

Project Manager: Brad Helfenberger

Estimated Completion: 2023



Project Description: This project will restore and paint new murals throughout the City.

Justification: The beautification of the City is important to the quality of life of residents.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Construction	\$ -	\$ 25,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
TOTAL		\$ -	\$ 25,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
100	General Fund	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000
TOTAL		\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000

A74

Utility Box Art Work

Location: Citywide

Project Manager: Brad Helfenberger

Estimated Completion: 2023



Project Description: This project will paint artwork on utility boxes throughout the City.

Justification: Creating artwork and beautifying utility boxes is important to the quality of life of residents.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Construction		\$ 3,000	\$ 15,000	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 88,000
TOTAL		\$ 3,000	\$ 15,000	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 88,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
100 General Fund		\$ 3,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,000
TOTAL		\$ 3,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,000

A75

Traffic Signal: Laurel Road / Canada Valley Road



Location: The intersection of Laurel Road and Canada Valley Road

Project Manager: Scott Buenting

Estimated Completion: 2023

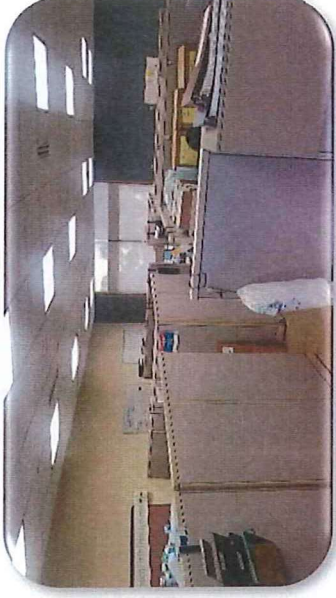
Project Description: This project will install a new traffic signal at the intersection of Laurel Road and Canada Valley Road.

Justification: A traffic signal at this intersection is warranted due to the increased traffic anticipated on Laurel Road after its connection to Highway 4.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ 537,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 637,000
TOTAL	\$ -	\$ 537,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 637,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
220 Traffic Signal Fund	\$ -	\$ 637,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ 637,000	\$ -	\$ -	\$ -	\$ -	\$ 637,000

AN

City Hall Office Modifications



Location: City Hall

Project Manager: Scott Buenting

Estimated Completion: 2024

Project Description: This project will remodel the interior office space of City Hall in two phases to better accommodate current staffing. The first and third floors were renovated as part of Phase 1. Phase 2 will consist of modifying the basement and second floor and evaluate the windows throughout the building.

Justification: The current layout of the office space is inefficient and modifications will better utilize the space.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Planning and Design	\$ 175,000	\$ 50,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -
	Construction	\$ 170,000	\$1,400,000	\$ 800,000	\$ 383,000	\$ -	\$ -	\$ -
	TOTAL	\$ 345,000	\$1,450,000	\$1,000,000	\$ 383,000	\$ -	\$ -	\$ -
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	100 General Fund	\$ 345,000	\$2,289,000	\$ -	\$ -	\$ -	\$ -	\$ -
	321 Development Impact Fees	\$ -	\$ 174,000	\$ -	\$ -	\$ -	\$ -	\$ -
	212 CDBG Fund	\$ -	\$ 370,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ 345,000	\$2,833,000	\$ -	\$ -	\$ -	\$ -	\$ -

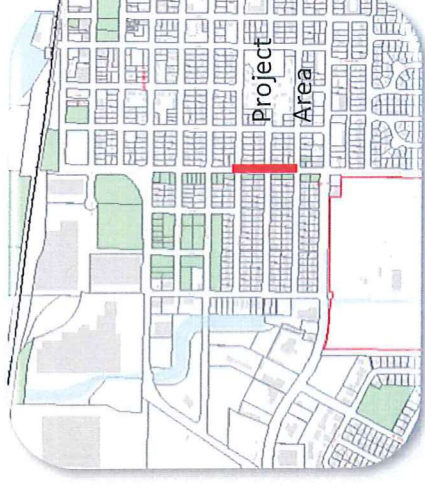
ATT

Overhead Utility Undergrounding

Location: L Street between West 10th and West 14th Streets

Project Manager: Scott Buenting

Estimated Completion: 2025



Project Description: This project will convert the overhead utilities on L Street between West 10th and West 14th Streets to underground.

Justification: Undergrounding overhead utilities increases safety and longevity of the system.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000
	Construction	\$ -	\$ -	\$ -	\$ -	\$ 980,000	\$ -	\$ -	\$ 980,000
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	213 Rule 20A Fund	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
	TOTAL	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000

AFB

Contra Loma Estates Park Renovation



Location: Contra Loma Estates Park

Project Manager: Scott Buenting

Estimated Completion: 2024

Project Description: This project will renovate Contra Loma Estates Park by constructing new lighted walking pathways with outdoor exercise equipment, shaded picnic, and barbeque areas, climbing features near the existing playground, a dog park, basketball court lighting and restroom.

Justification: The City received grant funding to renovate this underutilized park.

Project Financing Expenditures	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Planning and Design	\$ 250,000	\$ 227,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 2,000,000	\$ 365,000	\$ -	\$ -	\$ -
TOTAL	\$ 250,000	\$ 227,000	\$ 2,110,000	\$ 365,000	\$ -	\$ -	\$ 2,952,000
Funding Sources	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
211 Prop 68 Grant	\$ 250,000	\$ 2,702,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 250,000	\$ 2,702,000	\$ -	\$ -	\$ -	\$ -	\$ 2,952,000

A79

A photograph of an outdoor basketball court. The court has a red floor with white and blue markings. A blue backboard and hoop are visible. The court is surrounded by a fence and trees. The sky is overcast.

Estimated Completion: 2024

Justification: Industry standard is to replaster commercial pools once every 10 years. None of the Water Park pools have been replastered in that timeframe. Aging pool plaster emits mineral dust that clogs pool filters creating future repairs for filtration systems. Additionally, rough spots where plaster has worn out are currently showing, creating safety hazards for guests, and generally contributing to an undesirable appearance.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Construction	\$ -	\$ -	\$ 190,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 390,000
		\$ -	\$ -	\$ 190,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 390,000
	TOTAL								
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
100	General Fund	\$ -	\$ -	\$ 190,000	\$ -	\$ -	\$ -	\$ -	\$ 190,000
	Unfunded	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
	TOTAL	\$ -	\$ -	\$ 190,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 390,000

ASL

Prewett Park Grand Plaza Shade Structure Upgrade



Location: Prewett Park

Project Manager: Scott Buenting

Estimated Completion: 2023

Project Description: This project will improve the shade structure at the Grand Plaza at Prewett Park by installing a lattice roof.

Justification: The previous fabric shade product was destroyed during a wind event in October 2019 and was discarded. Upgrading to a lattice roof will provide stronger product sustainability and reduce risk of injury to persons and damage to the facility.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Construction	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
321 Development Impact Fees	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000

A82

Police Department Parking Lot Expansion



Location: Police Department

Project Manager: Scott Buenting

Estimated Completion: 2023

Project Description: This project will expand staff parking at the Police Department by converting the open space located in the northwest corner of the Police facility into paved parking.

Justification: Additional parking is needed to accommodate staffing at the Police Department.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Construction	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
TOTAL	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Funding Sources								
321 Development Impact Fees	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000
TOTAL	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000

A83

Police Department Investigation Unit Remodel



Location: Police Department

Project Manager: Scott Buenting

Estimated Completion: 2023

Project Description: This project will reconfigure the Investigations Unit area within the Police Department.

Justification: Remodeling of the area is needed to better accommodate current usage and staffing.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Planning and Design		\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Construction		\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
TOTAL		\$ -	\$ -	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
321 Development Impact Fees		\$ -	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000
TOTAL		\$ -	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000

A84

Emergency Operations Center Improvements



Location: Emergency Operation Center

Project Manager: Scott Buenting

Estimated Completion: 2024

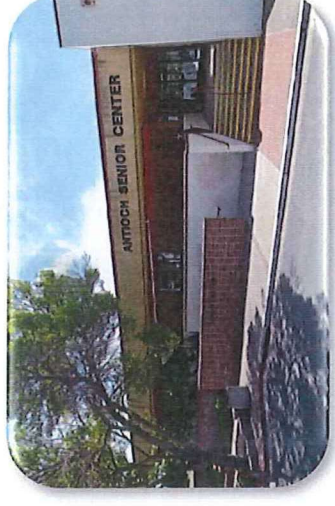
Project Description: This project will upgrade facilities, such as data connections, network components, laptops, projectors, and other technology required to effectively operate the City's Emergency Operations Center.

Justification: The Emergency Operations Center is a critical facility when disasters occur. The facilities required to effectively operate the Emergency Operations Center are currently aging and unreliable and need to be upgraded.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ 295,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -
Funding Sources							
Unfunded	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -

A-85

Facility Maintenance and Repairs



Location: Citywide

Project Manager: Carlos Zepeda

Estimated Completion: 2023

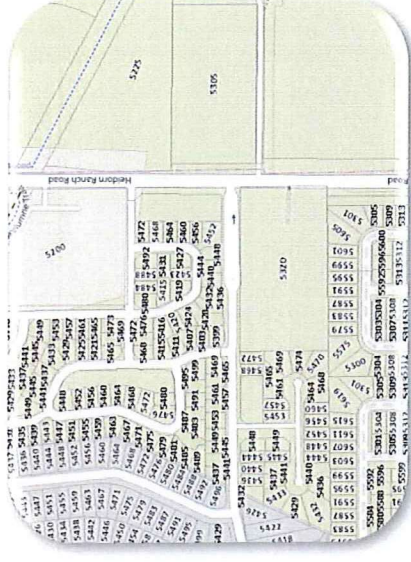
Project Description: This project consists primarily of roof repairs at several City facilities. There will be additional siding repair at the Prewett Water Park and incidental HVAC ducting repairs due to roof repairs and maintenance.

Justification: Ongoing maintenance of City owned facilities is crucial to continue providing needed services to the City's residents and to maintain the value of the City's assets.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Construction	\$ -	\$ -	\$1,852,000	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$1,852,000	\$ -	\$ -	\$ -	\$ -
TOTAL								
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	100 General Fund	\$ -	\$ 535,000	\$ -	\$ -	\$ -	\$ -	\$ -
	611 Water Fund	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -
	Unfunded	\$ -	\$ -	\$1,097,000	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ 645,000	\$1,207,000	\$ -	\$ -	\$ -	\$ -

A86

Traffic Signal: Heidorn Ranch Rd./Prewett Ranch Dr.



Location: Heidorn Ranch Road and Prewett Ranch Drive

Project Manager: Scott Buenting

Estimated Completion: 2023

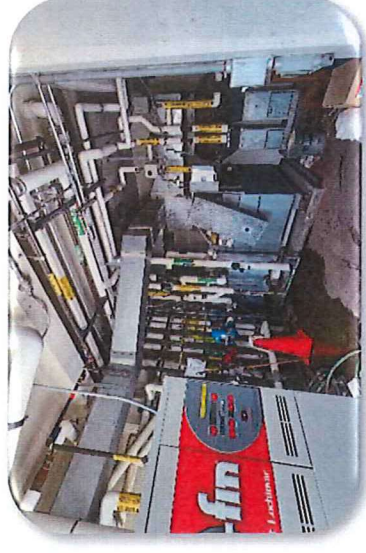
Project Description: This project will install a new traffic signal and related facilities at the intersection of Heidorn Ranch Road and Prewett Ranch Drive.

Justification: This is a developer funded facility constructed for future traffic needs.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	
Expenditures							
Planning and Design	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Construction	\$ -	\$ -	\$ 380,000	\$ -	\$ -	\$ -	\$ 380,000
TOTAL	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000
Funding Sources							
220 Traffic Signal Fund	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
TOTAL	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000

A87

Water Treatment Plant HVAC System



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2026

Project Description: This project will replace various HVAC systems within the Water Treatment Plant.

Justification: The systems are aging and unreliable and need to be replaced.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Planning and Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
Construction		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000	\$ -	\$ 1,400,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
611 Water Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000

A88

Water Treatment Plant B Flash Mixers



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2026

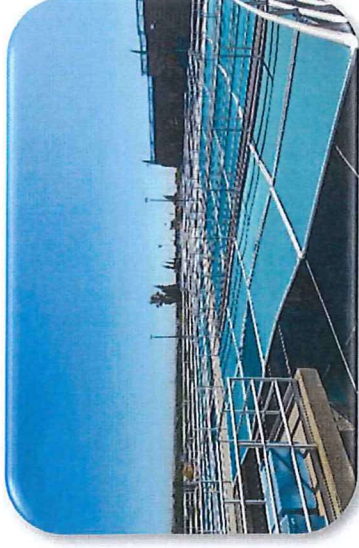
Project Description: This project will conduct maintenance and repairs on the flash mixers at Plant B at the Water Treatment Plant.

Justification: The system has met its useful life and needs to be replaced.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Planning and Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
Construction		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	\$ -	\$ 450,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
611 Water Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000

A89

Water Treatment Plant B Solar Covers



Location: Water Treatment Plant

Project Manager: Scott Buenting

Estimated Completion: 2025

Project Description: This project will replace the solar covers at Plant B at the Water Treatment Plant.

Justification: The covers help regulate temperature within the basins. The existing covers are deteriorating and need to be replaced.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Planning and Design		\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Construction		\$ -	\$ -	\$ -	\$ -	\$ 450,000	\$ -	\$ -	\$ 450,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
611 Water Fund		\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000

A90

Water Treatment Plant B Improvements



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: 2026

Project Description: This project will replace deteriorating equipment, repair aging and damaged facilities, upgrade controls and install new facilities.

Justification: Upgrades to the facility are required to maintain and improve the efficiency of the plant.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Planning and Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
Construction		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ -	\$ 900,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
611 Water Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000

AGI

City Park Landscape Renovation



Location: City Park

Project Manager: Carlos Zepeda

Estimated Completion: 2023

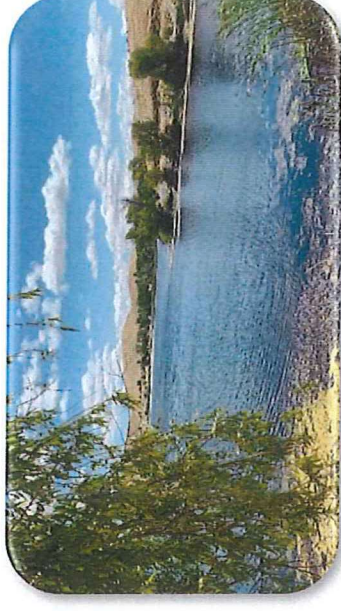
Project Description: This project will renovate and enhance City Park by modifying the rose garden, turf renovation, playground repairs, tree and shrub replacements, and landscape enhancements.

Justification: Upgrades to parks enhance the residents' experience and maintains the value of the City's assets.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	\$ -	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000
	Construction	\$ -	\$ -	\$ 209,000	\$ -	\$ -	\$ -	\$ -	\$ 209,000
TOTAL		\$ -	\$ 11,000	\$ 209,000	\$ -	\$ -	\$ -	\$ -	\$ 220,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
211	Delta Fair Property Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
100	General Fund	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
TOTAL		\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,000

A92

Trail Maintenance Program



Location: Mesa Ridge Trail and Deerfield Corridor Trail

Project Manager: Carlos Zepeda

Estimated Completion: Ongoing Program

Project Description: This program will install asphalt concrete overlays on existing paved trails to preserve the integrity of the pathways. The work is scheduled to be performed on Mesa Ridge Trail from Mesa Ridge Dr to Mokelumne and Deerfield Corridor Trail from Lone Tree Way to Prewett Ranch Dr.

Justification: Maintenance of the City's trail system provides safe access through the City's open spaces.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Construction	N/A	\$ 108,000	\$ 242,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$1,050,000
TOTAL	\$ -	\$ 108,000	\$ 242,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$1,050,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
213 Gas Tax	N/A	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$1,050,000
TOTAL	\$ -	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$1,050,000

A93

Community Park Synthetic Turf Replacement



Location: Community Park

Project Manager: Brad Helfenberger

Estimated Completion: 2026

Project Description: This project will rehabilitate the base material and replace the synthetic turf at the Community Park soccer fields.

Justification: The synthetic turf fields are expected to reach the end of their useful life around 2024.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100,000	\$ -	\$ 2,100,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -	\$ 2,200,000
Funding Sources								
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -	\$ 2,200,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -	\$ 2,200,000

A94

A photograph of an outdoor basketball court. The court has a reddish-brown floor with white and blue lines. There are two basketball hoops with blue backboards and orange rims. The court is surrounded by a chain-link fence. In the background, there are trees and a building. The sky is overcast.

Project Manager: Scott Bunting

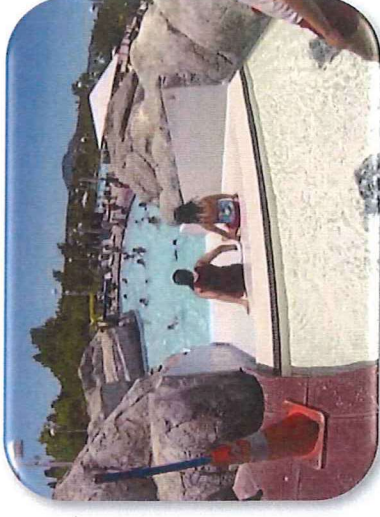
Project Description: This project would replace the rusted and corroded perimeter and interior fence at Prewett Water Park.

Justification: The existing wrought-iron fence around the perimeter and interior of the water park has reached the end of its useful life. It is rusted and corroded and has fallen in some areas. The project is needed to maintain security and improve beautification of the water park.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
	Construction	\$ -	\$ -	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ 475,000
TOTAL		\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	206 /ARPA	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
TOTAL		\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000

AAS

Prewett Park Slide Restoration



Location: Prewett Park

Project Manager: Brad Helfenberger

Estimated Completion: 2024

Project Description: This project will resurface the five slides at Prewett Water Park.

Justification: The slides have aged and deteriorated including cracks, chips, and areas worn down to the fiberglass and exposing bolts. This project will restore them to original operating condition so they can continue to be operated safely.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Construction	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
TOTAL	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Funding Sources								
Unfunded	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
TOTAL	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000

Agg

Integration and Upgrade of Access Control, Surveillance, Monitoring, and Fire Alarm



Location: All City facilities

Project Manager: Carlos Zepeda

Estimated Completion: 2023

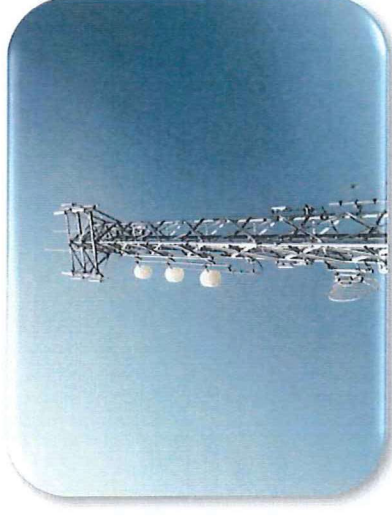
Project Description: This project will include installation of new security access, monitoring and surveillance hardware at all City facilities. Cameras, intrusion, and security access will be added at facilities which currently do not have security monitoring. Existing facilities with security will be upgraded as well to bring all the City's buildings under one security monitoring systems provider.

Justification: The City seeks to always maintain the security of its employees and infrastructure. Upgrading and adding security and fire monitoring capabilities throughout the City's facilities achieves this goal.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Construction		\$ -	\$ 818,000	\$186,000	\$ -	\$ -	\$ -	\$ -	\$ 1,004,000
TOTAL		\$ -	\$ 818,000	\$186,000	\$ -	\$ -	\$ -	\$ -	\$ 1,004,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
100 General Fund		\$ -	\$ 768,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 768,000
611 Water Fund		\$ -	\$ 30,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 105,000
311 Sewer Fund		\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Unfunded		\$ -	\$ -	\$111,000	\$ -	\$ -	\$ -	\$ -	\$ 111,000
TOTAL		\$ -	\$ 818,000	\$186,000	\$ -	\$ -	\$ -	\$ -	\$ 1,004,000

A97

Installation of Police Department Radio Simulcast Tower



Location: 75 Walton Lane

Project Manager: Scott Buenting

Estimated Completion: 2023

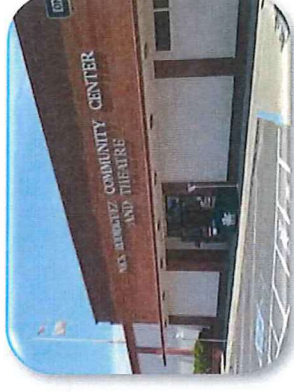
Project Description: This project will install a simulcast tower at 75 Walton Lane that will provide additional radio coverage in the southwest part of the City.

Justification: Currently, there is a large "dead" radio coverage area in the southwest part of the city. This creates a significant safety issue for our employees, as well as the public. Installation of the radio simulcast tower will improve response to calls in this area.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Construction	\$ -	\$ 80,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 280,000
TOTAL	\$ -	\$ 100,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 300,000
Funding Sources							
100 General Fund	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000
TOTAL	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000

A98

Nick Rodriguez Community Center Rehabilitation



Location: Nick Rodriguez Community Center/Antioch Senior Center

Project Manager: Brad Helfenberger

Estimated Completion: 2024

Project Description: This project will remodel, upgrade ADA accessibility and technology, and replace the roof at the Nick Rodriguez Community Center and Antioch Senior Center.

Justification: Currently, the facility is not ADA compliant, existing amenities have reached the end of service life, and hazardous material mitigation will be necessary during construction. Upgrades are needed to provide high quality recreation programs and services to the residents in downtown/northern Antioch.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ 400,000	\$ 100,000	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 400,000	\$ 4,100,000	\$ -	\$ -	\$ 4,500,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
State Grant - CNRA	\$ -	\$ -	\$ 2,200,000	\$ -	\$ -	\$ -	\$ -
100 General Fund	\$ -	\$ -	\$ 260,000	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ -	\$ -	\$ 2,040,000	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 2,460,000	\$ 2,040,000	\$ -	\$ -	\$ 4,500,000

A99

AMI Water Meter Reading Upgrade



Location: Citywide

Project Manager: Shaun Connelly

Estimated Completion: 2027

Project Description: This project will replace the existing Automatic Meter Reading drive-by water meter reading system with Advanced Metering Infrastructure (AMI) which provides real-time water meter readings. This project requires a full retrofit of all existing water meter and meter box lids to allow water meter readings to communicate through a cellular network.

Justification: The cellular water meter upgrade will provide real-time meter readings to residents online. City staff will have access to reliable water meter readings and effectively address customer service concerns. Water conservation is a priority to the City and this system upgrade enables the City to continue improving its conservation efforts.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2023/25	2023/26	2026/27	
Expenditures								
Construction	\$ -	\$ -	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 5,750,000
TOTAL	\$ -	\$ -	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 5,750,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
611 Water Fund	\$ -	\$ -	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 5,750,000
TOTAL	\$ -	\$ -	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000	\$ 5,750,000

A100

East Antioch Creek Outfall Improvements



Location: East Antioch Creek

Project Manager: Scott Buenting

Estimated Completion: 2024

Project Description: This project will replace the East Antioch Creek outfall near the intersection of Fulton Shipyard Road and McElheny Road. The work will include replacement of two sections of storm drainpipe with associated flapper gates and reconstructing a deteriorating sanitary sewer pipeline that crosses the outfall piping.

Justification: The storm drains and sewer pipelines are deteriorating and causing tidal water to erode soil on the outside of the pipes. These lines affect soil stability under an access road.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2023/25	2023/26	2026/27
Planning and Design		\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Construction		\$ -	\$ -	\$ 800,000	\$ 1,200,000	\$ -	\$ -	\$ 2,000,000
TOTAL		\$ -	\$ -	\$ 1,300,000	\$ 1,200,000	\$ -	\$ -	\$ 2,500,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
621 Sewer Fund		\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,500,000
TOTAL		\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,500,000

AD

Delta Fair Storm Drain Rehabilitation



Location: Los Medanos Wasteway at Delta Fair Blvd

Project Manager: Scott Buenting

Estimated Completion: 2023

Project Description: This project will repair or replace the storm drain pipeline that is located under Delta Fair Blvd.

Justification: The corrugated metal storm drain pipeline that runs under Delta Fair Blvd has collapsed in multiple locations and is operating at about 20% of its capacity. This is causing water flow issues and sink holes to appear following the flow direction of the pipe.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Construction	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Funding Sources							
621 Sewer Fund	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000

A102

Sodium Hypochlorite Injection Distribution System Improvements



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: 2027

Project Description: This project will add sodium hypochlorite injection facilities at critical points of the distribution system.

Justification: The system has met its useful life and will need to be replaced. The City constantly struggles to maintain water quality in far parts of the system especially during low demand periods. Sodium hypochlorite injection will improve water quality, decrease consumer taste and odor complaints and prevent nitrification.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	
Expenditures							
Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 369,600
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,094,400
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,464,000
Funding Sources							
611 Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,464,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,464,000

A103

Water Treatment Plant Variable Frequency Drives



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: 2027

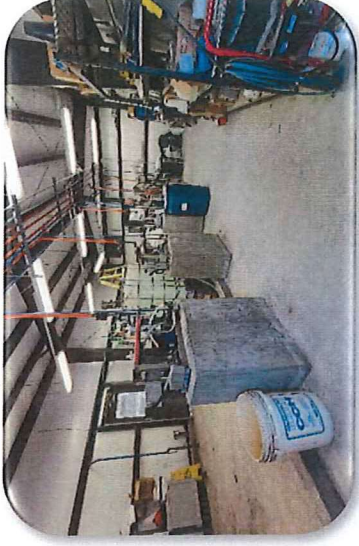
Project Description: This project will add variable frequency drives to the City's existing treated water distribution system with the Water Treatment Plant.

Justification: The system will allow operators to slowly ramp up and control the flow of water leaving the treatment plant into the distribution system. The current motors do not allow any modification and are off or on, which is not ideal to maintain pressure and manage the system efficiently. Variable frequency drives will lessen the likelihood of main breaks from turning on and off pumps at the plant and provide a more consistent method of operation.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000
Funding Sources							
611 Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000

A104

Polymer Room and Filter Aid Installation



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: 2025

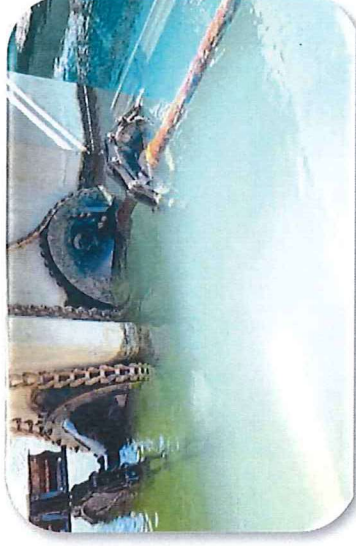
Project Description: This project will rehabilitate the existing polymer room and add a filter aid introduction system.

Justification: Rehabilitating the polymer system and adding filter aid to the treatment process will lessen chemical cost, improve water quality and provide a significant benefit in labor cost to operations and maintenance.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ 36,000	\$ -	\$ -	\$ 36,000
	Construction	\$ -	\$ -	\$ -	\$ -	\$ 204,000	\$ -	\$ -	\$ 204,000
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ -	\$ -	\$ 240,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	611 Water Fund	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ -	\$ -	\$ 240,000
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ -	\$ -	\$ 240,000

A105

Water Treatment Plant Chain and Flights Rehabilitation



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: 2027

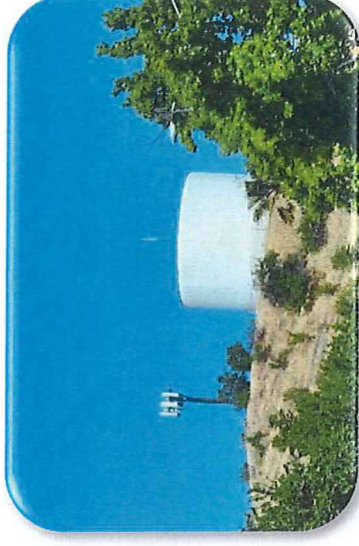
Project Description: This project will replace the existing chains and flights of the sludge collection and removal system for sedimentation basins at Plant "B".

Justification: The chain and flight system is a critical system component and prone to significant wear over its constant use and needs to be replaced on a routine basis.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,900
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 209,100
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 246,000
Funding Sources							
611 Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 246,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 246,000

A-106

Radio Communication Improvements



Location: Various Water Storage Reservoirs and Booster Pump Stations

Project Manager: Zach Hylton

Estimated Completion: 2023

Project Description: This project will investigate and improve the radio infrastructure used to monitor water treatment facilities.

Justification: The Water Treatment Plant utilizes radio facilities to monitor and operate control over water storage reservoirs and booster pump stations. The existing system is in a state of disrepair and needs to be updated to be able to responsibly manage the system.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Planning and Design	\$ -	\$ -	\$ 25,500	\$ -	\$ -	\$ -	\$ 25,500
	Construction	\$ -	\$ -	\$ 144,500	\$ -	\$ -	\$ -	\$ 144,500
TOTAL		\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ 170,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611	Water Fund	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ 170,000
TOTAL		\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ 170,000

A107

Chemical Injection Modifications



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: 2025

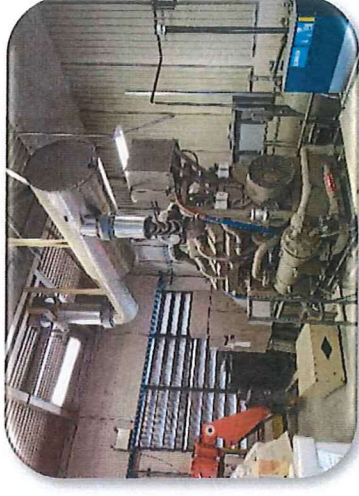
Project Description: This project will install flow paced pump meters and motors for chemical introduction at the Water Treatment Plant.

Justification: Flow paced technology allows operations to manage and make changes in real time providing a more efficient and cost-effective treatment process.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ 26,400	\$ -	\$ -	\$ 26,400
Construction	\$ -	\$ -	\$ -	\$ -	\$ 149,600	\$ -	\$ -	\$ 149,600
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 176,000	\$ -	\$ -	\$ 176,000
Funding Sources								
611 Water Fund	\$ -	\$ -	\$ -	\$ -	\$ 176,000	\$ -	\$ -	\$ 176,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 176,000	\$ -	\$ -	\$ 176,000

A108

Water Treatment Plant Generator Replacement



Location: Water Treatment Plant

Project Manager: Zach Hylton

Estimated Completion: 2026

Project Description: This project will replace the existing water treatment plant generators.

Justification: The current generators are nearing the end of their useful service life and need to be replaced to maintain future operations reliability in the event of a power failure.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000	\$ -	\$ 135,000
	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 765,000	\$ -	\$ 765,000
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ -	\$ 900,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
	611 Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ -	\$ 900,000
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ -	\$ 900,000

A109

Canal Pump Variable Frequency Drives



Location: Canal Pump on Lone Tree Way

Project Manager: Zach Hylton

Estimated Completion: 2027

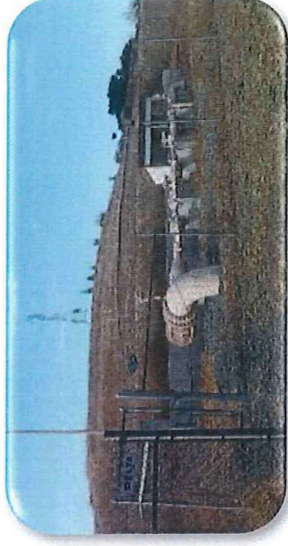
Project Description: This project will install variable frequency drives at the canal pumps.

Justification: The variable frequency drive motors will increase the lifespan of existing pumps and allow operations to fill and drain the Antioch Municipal Reservoir more responsibly and efficiently. This addition will lessen the impact on the reservoirs earthen dam.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Planning and Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,450
	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,550
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 283,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611	Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 283,000
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 283,000

A110

Lone Tree Way Booster Pump Station Replacement



Location: Lone Tree Way Booster Pump Station

Project Manager: Zach Hylton

Estimated Completion: 2024

Project Description: This project will replace outdated electrical panels, pumps, motors, control valves and install a new flow meter at the Lone Tree Way Booster Pump Station.

Justification: The facility is aging and requires improvements for reliability and efficiency.

Project Financing		Current		Proposed				Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
	Planning and Design	\$ -	\$ -	\$ -	\$ 69,300	\$ -	\$ -	\$ -
	Construction	\$ -	\$ -	\$ -	\$ 392,700	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ 462,000	\$ -	\$ -	\$ -
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
611	Water Fund	\$ -	\$ -	\$ -	\$ 462,000	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ 462,000	\$ -	\$ -	\$ -

AIII

Wi-Fi Installation in Downtown



Location: Downtown

Project Manager: Alan Barton

Estimated Completion: Ongoing Program

Project Description: This project will install Wi-Fi connection in the downtown area of the City.

Justification: The project will provide wireless network to ensure residents and visitors in downtown stay connected online.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Construction		N/A	\$ -	\$ 60,000	\$100,000	\$100,000	\$ 100,000	\$100,000	\$ 460,000
TOTAL		\$ -	\$ -	\$ 60,000	\$100,000	\$100,000	\$ 100,000	\$100,000	\$ 460,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
206 ARPA		N/A	\$ -	\$ 60,000	\$100,000	\$ -	\$ -	\$ -	\$ 160,000
Unfunded		N/A	\$ -	\$ -	\$ -	\$100,000	\$ 100,000	\$100,000	\$ 300,000
TOTAL		\$ -	\$ -	\$ 60,000	\$100,000	\$100,000	\$ 100,000	\$100,000	\$ 460,000

Att 2

Public Safety and Community Resources Department Facility



Location: TBD

Project Manager: John Samuelson

Estimated Completion: 2024

Project Description: This project will evaluate locations for housing the Public Safety and Community Resources Department and modify existing facilities as needed to accommodate the new department.

Justification: The new department currently does not have space suitable for staffing needs.

Project Financing		Current		Proposed					Total
Expenditures		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Planning and Design		\$ -	\$ 70,000	\$ 430,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Construction				\$2,000,000	\$1,800,000				\$ 3,800,000
TOTAL		\$ -	\$ 70,000	\$2,430,000	\$1,800,000	\$ -	\$ -	\$ -	\$ 4,300,000
Funding Sources		Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
206 ARPA		\$ -	\$ 4,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,300,000
TOTAL		\$ -	\$ 4,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,300,000

11/3

Bicycle Garden Construction



Location: Prewett Community Park

Project Manager: Brad Helfenberger

Estimated Completion: 2024

Project Description: This project will construct the Bicycle Garden within the Prewett Community Park.

Justification: The Bicycle Garden will be a hands-on bicycle training facility and designed like a miniature city streetscape. The park would consist of small roads that weave in and around landscaped areas with smaller scaled versions of real-life traffic features including signals, traffic signs, road markings, bus stops, bike lanes, train tracks, and more to help youth learn the rules-of-the-road. The City intends to pursue grant funding through the One Bay Area Grant program to fund the unfunded portion of the project.

Project Financing	Current		Proposed					Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
Expenditures								
Planning and Design	\$ -	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000
Construction			\$ -	\$3,700,000				\$ 3,700,000
TOTAL	\$ -	\$ -	\$ 550,000	\$3,700,000	\$ -	\$ -	\$ -	\$ 4,250,000
Funding Sources	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	
100 General Fund	\$ -	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000
Unfunded	\$ -	\$ -	\$ -	\$3,700,000	\$ -	\$ -	\$ -	\$ 3,700,000
TOTAL	\$ -	\$ -	\$ 550,000	\$3,700,000	\$ -	\$ -	\$ -	\$ 4,250,000

114

Rivertown Community Space Design



Location: Southeast Corner of Intersection at 2nd and E Streets

Project Manager: Scott Buenting

Estimated Completion: 2023

Project Description: This project will design improvements at the former Antioch Lumber Storage Yard that will transform the area into a family friendly space.

Justification: This project will provide a design for a community space in the downtown area utilizing the currently vacant parcel.

Project Financing	Current		Proposed				Total
	Prior	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Expenditures							
Planning and Design	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000
Funding Sources							
216 Park in Lieu Fund	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000

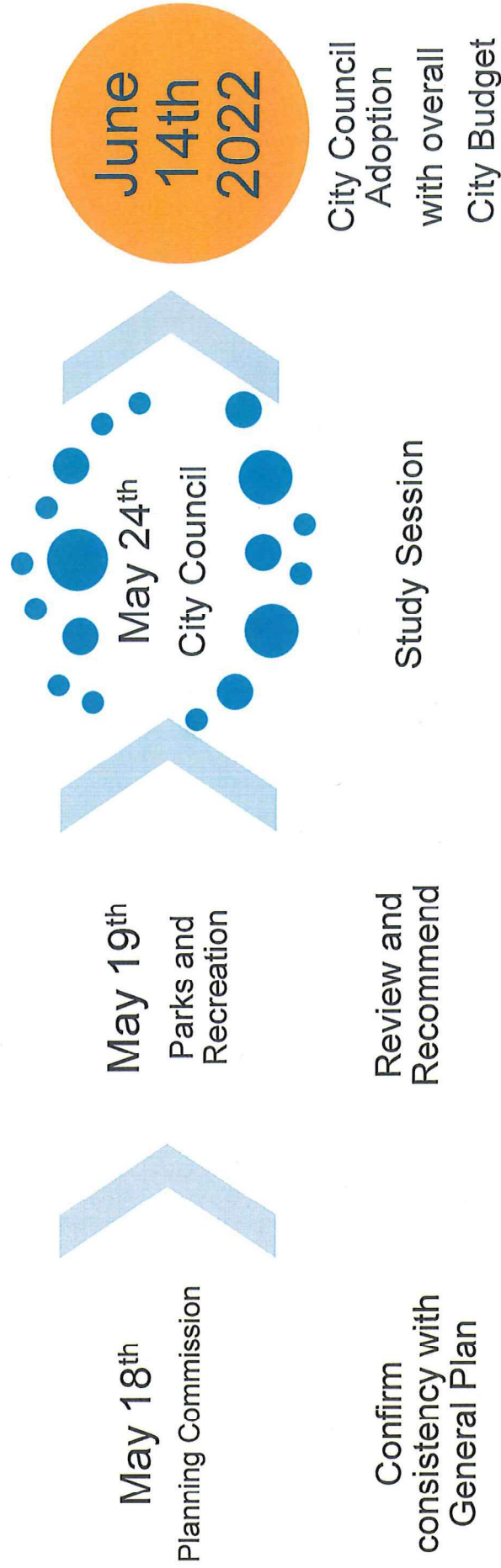
AIIS

ATTACHMENT "B"

CITY OF ANTIOCH 5 YEAR CAPITAL IMPROVEMENT PROGRAM 2022-2027

DRAFT MAY 24, 2022

Capital Improvement Program Work Plan



CIP Overview

- Provides Vision and Defines Priorities
- Coordinated with City Budget
- Council appropriates funds for Projects
- Mid-Cycle adjustment to 21-23 Capital Budget

Projected Capital Expenditures

\$ in Thousands

PROGRAM CATEGORY	REVISED	PROPOSED	PLANNED				TOTAL
	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	
Community Facilities	\$2,688	\$9,233	\$5,923	\$125	\$125	\$125	\$18,219
Parks and Trails	\$346	\$5,011	\$4,390	\$325	\$2,525	\$325	\$12,922
Roadway Improvements	\$2,862	\$14,147	\$6,025	\$18,381	\$2,675	\$2,380	\$46,470
Traffic Signals	\$537	\$500	\$0	\$0	\$0	\$500	\$1,537
Wastewater & Storm Drain System	\$2,194	\$3,095	\$3,749	\$2,125	\$700	\$700	\$12,563
Water System	\$5,785	\$9,755	\$8,962	\$7,901	\$7,210	\$10,058	\$49,671
Brackish Water Desalination	\$49,000	\$53,000	\$0	\$0	\$0	\$0	\$102,000
TOTAL	\$63,412	\$94,741	\$29,049	\$28,857	\$13,235	\$14,088	\$243,382

B4

Source of Funding

\$ in Thousands

FUND TYPE	REVISED	PROPOSED	PLANNED			
	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27
Capital Improvement Fund	\$2,178	\$20	\$20	\$1,730	\$0	\$0
Enterprise Funds	\$22,499	\$9,070	\$9,862	\$8,801	\$8,110	\$10,958
Grant Funds	\$15,963	\$2,773	\$0	\$475	\$0	\$475
Special Revenue Funds	\$43,508	\$5,710	\$4,700	\$4,530	\$2,800	\$2,530
General Fund	\$4,662	\$1,075	\$75	\$25	\$25	\$25
SRF Loan	\$55,000	\$0	\$0	\$0	\$0	\$0
Unfunded	\$0	\$2,808	\$8,675	\$11,900	\$2,300	\$100
TOTAL	\$143,810	\$21,456	\$23,332	\$27,461	\$13,235	\$14,088
						\$243,382

Funding Sources

Capital Improvement Funds

- Assessment District 27/31
- Assessment District 26
- Annexation Funding Agreement

Enterprise Funds

- Sewer Fund
- Sewer System Improvement Fund
- Water Fund
- Water System Improvement Fund

Funding Sources, Cont'd

Grants

- Community Development Block Grant
- One Bay Area Grant
- Proposition 68 Recreation Grant
- IRWM Proposition 1 Implementation Grant
- Proposition 1 Desalination Grant
- Local Roadway Safety Plan
- State Grant – California Natural Resources Agency

Funding Sources, Cont'd

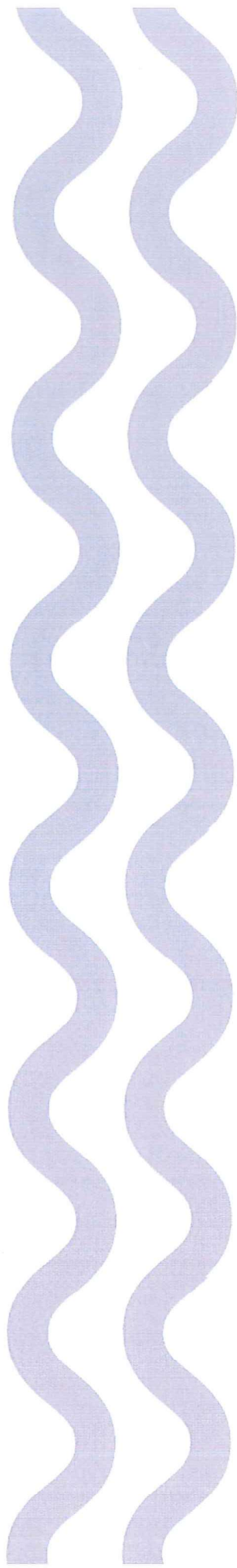
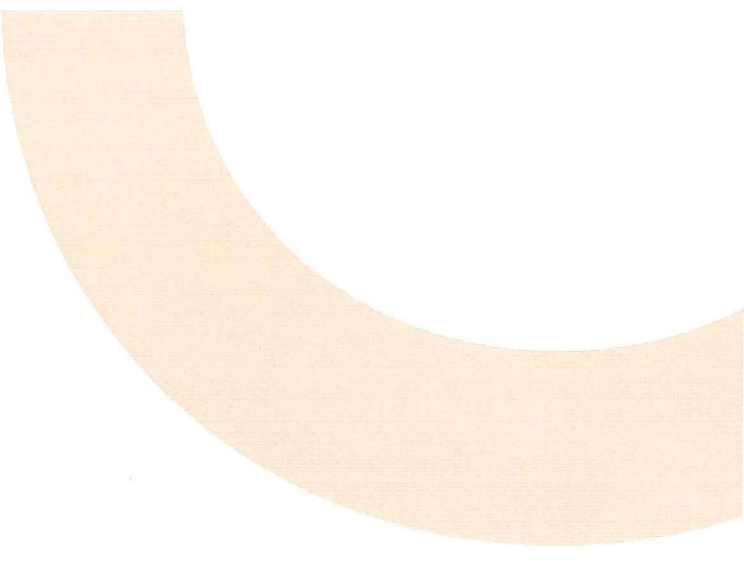
Special Revenue Funds

- Delta Fair Property Fund
- Development Impact Fees
- Gas Tax
- Road Maintenance and Rehabilitation Account
- Measure J
- National Pollutant Discharge Elimination System

Funding Sources, Cont'd

Special Revenue Funds

- Park-in-Lieu Fund
- Traffic Signal Fund
- Marina Fund
- Rule 20A Fund
- Department of Water Rights Settlement
- American Rescue Plan Act





**PROJECTS COMPLETED IN
FISCAL YEAR 21/22**

BID

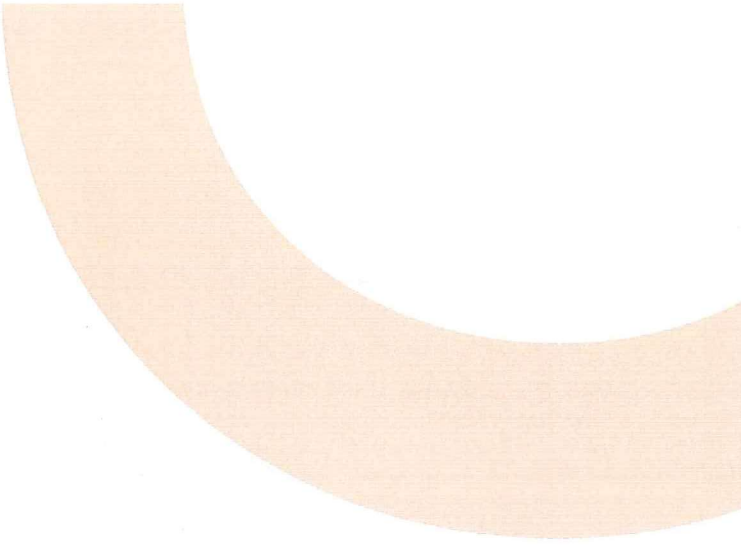
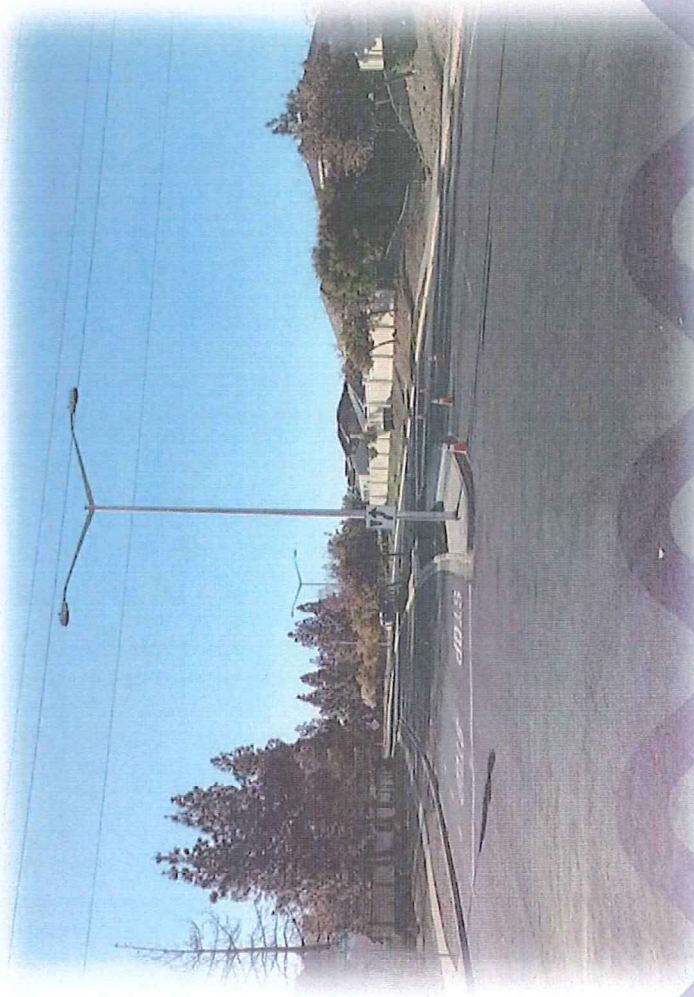
PROJECTS COMPLETED

	INVESTMENT
City Hall Office Modifications, Phase I	\$1,795,000
Leo Fontana Fountain	\$670,000
Prewett Park Deck Coating, Phase III	\$500,000
2020/21 Sidewalk Repair Program	\$400,000
Installation of Curb Ramps at Various Locations	\$325,000
Pavement Plugs & Leveling Courses	\$1,900,000

PROJECTS COMPLETED, CONT'D

	INVESTMENT
Local Roadway Safety Plan	\$65,000
Rivertown Landmark Signs	\$320,000
Hillcrest/Delta Fair/Gentrytown Pavement Rehabilitation	\$3,500,000
Sewer Main Trenchless Rehabilitation	\$2,301,000
James Donlon Booster Pump Station Upgrades	\$800,000
Hillcrest Booster Pump Station Upgrades	\$1,400,000
TOTAL PROJECTS COMPLETED	\$13,976,000

PROJECTS IN PROGRESS



PROJECTS IN PROGRESS

	INVESTMENT
Restoration of Public Art	\$85,000
Murals	\$70,000
Utility Box Art Work	\$85,000
Police Department Parking Lot Expansion	\$80,000
Police Department Investigation Unit Remodel	\$85,000
Facility Maintenance & Repairs	\$1,852,000
Integration & Upgrade of Access Control	\$1,004,000
Jacobsen & Marchetti Park Renovation	\$1,400,000

Jacobsen Park

1412 Jacobsen Street, Antioch, CA 94509

Playground Replacement and Park Upgrades

Exhibit #1



Projects

- 1 Trees Under Power Lines To Be Removed and Replaced With Smaller Tree Species
- 2 Dead Trees To Be Removed and Replaced in Kind
- 3 Basketball Court To Be Repaved and Refurbished
- 4 New Pour-in-Place Playground Surfacing and New Playground
- 5 ADA Standard Entrance Pathways
- 6 Shade Trees Planting
- 7 Build Shade Structures
- 8 New Benches Installation
- 9 New BBQ Grills Installation
- 10 Tables To Be Replaced
- 11 Planting and Irrigation Upgrade and Repairs

ANTIOCH
CALIFORNIA

0 1,200 2,400 Feet
City of Antioch GIS
March 2022




B15

Multi-Sensory Play Elements

1


 Vestibular (movement and balance)

 Proprioceptive (body position)

 Tactile (touch)

 Auditory (hearing)

 Visual

 Olfactory

2

All Children Encouraged to Play

- Providing a graduated range of challenge
- Grouping similar equipment together
- Offering equipment for multiple age groups
- Providing real choices of play for each child

3

Accessibility

- Protective, shock-absorbing unitary surfacing
- Wide movement routes
- Smooth, even transitions on and off equipment

4

Opportunity for Calm

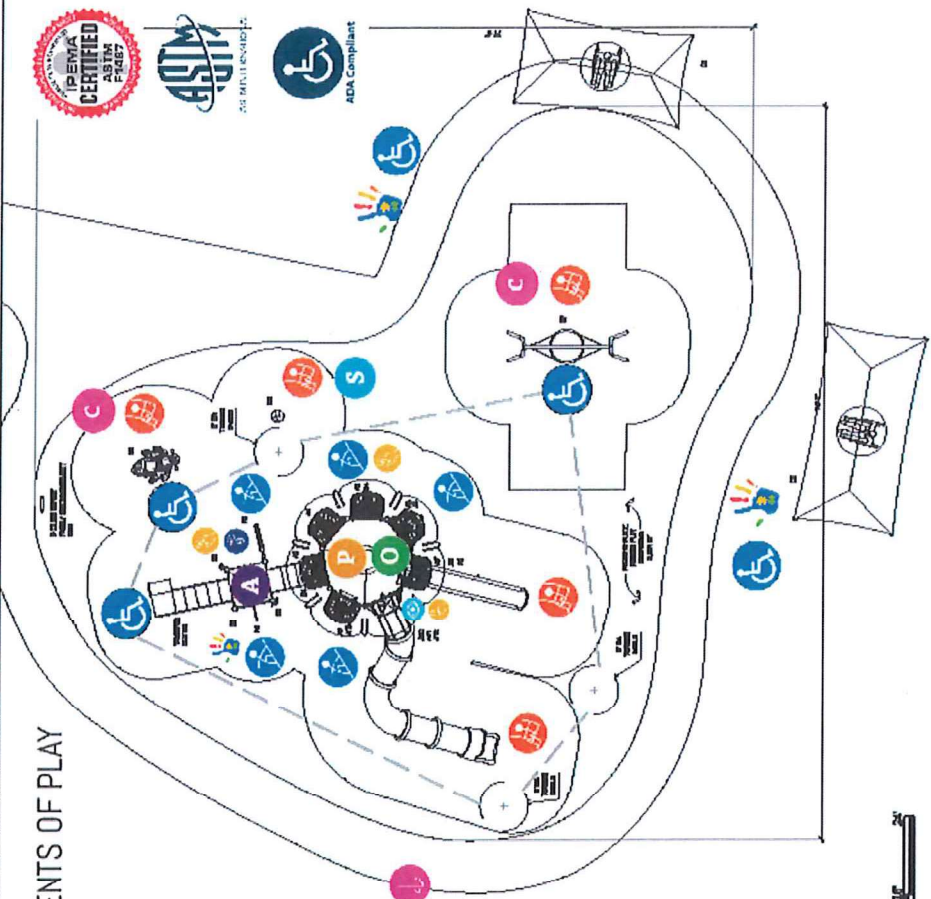
- Offering cozy, quiet spaces
- Establishing perimeter paths and fences
- Providing a wayfinding system that includes an orientation path

5

Social Environments

- S** Solitary play - Children play alone
- O** Onlooker play - Children watch others play but do not engage in play
- P** Parallel play - Children play next to each other but are engaged in their own activities
- A** Associative play - Children are still playing independently but often do the same thing as others
- C** Cooperative play - Children interact together for the purpose of play

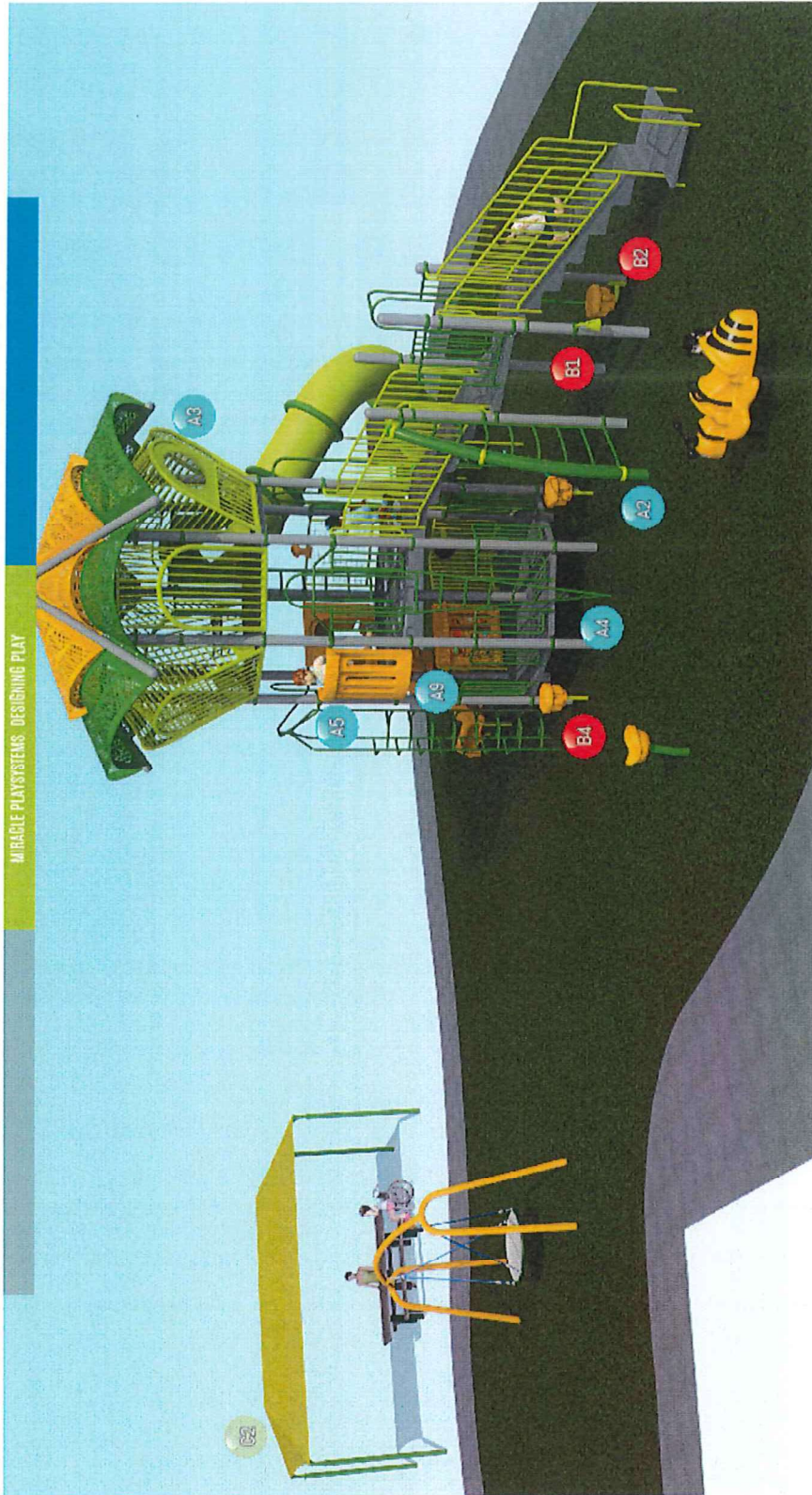
ELEMENTS OF PLAY



B16



*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.



*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.

Creating Fun Play Environments to Enrich Communities



*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.



A1

CLIMBING POLE:
What a fun way to quickly descend down a play structure, the climbing pole/fireman's pole is an excellent climber that allows the user to engage with others in play.



A5

COMMAND POST W/ WHEEL
The command post w/ wheel is designed to enhance imaginative play.



A9

PLANET PANEL
Practicing what is taught in the classroom out in the playground is a great way to experience learning.



A12

OBSERVATION DECK W/ EXTENDED STEERING WHEEL
The command post w/ wheel is designed to enhance imaginative play.



A2

PHYSICS BUTTRESS CLIMBER
The Physics buttress climber is a fun challenging climber that emulates rock wall climbing.



A6

TREE-O-CLIMBER
The Tree-O Climber is a vertical climbing challenge featuring 60" rung. Provides a proprioceptive sensory play.



A10

TUBE SLIDE
The Tube slide with windows is a tall slide that winds as it descends from the tallest deck.



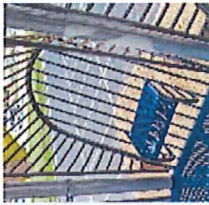
A13

TWISTED VINE CLIMBER
The twisted vine climber is a fun climber that contains a routed leaf design and ascend the climber, slightly offset to wind upward around the rail.



A3

PHYSICS LEAN OUT W/ BUBBLE
This lean out Panel features a 60" angled panel that the user can lean against with a view "Bubble" window that provides imaginative play.



A7

PHYSICS LEAN OUT W/ SEAT
This lean out panel features a 60" angled panel that the user can lean against with a seat that provides a place of calm /cozy space and onlooker play opportunities.



A11

DELIGHT-O-SCOPE TELESCOPE
Delight-O-Scopes stimulate creative play and provide visual experiences for users.
The Telescope features reflective facets set within the tube to offer a kaleidoscopic view. Rotates 360° horizontally and vertically between -45°-45°.



A4

BRAIDED CLIMBER
The Braided climber is a twisting, vertical climbing challenge. Provides a proprioceptive sensory play



A8

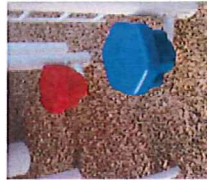
SCALE-N-SLIDE
The Scale-N-Slide is a thrilling, rapid descent, open bedway slide.
The slide features a sit-down transitional canopy for added safety.

PLAY COMPONENTS

Creating Fun Play Environments to Enrich Communities



B1
BELL
This post mount Bell is designed to add noisy, imaginative play to any pre-existing deck post.



B2
SINGLE POD SEAT
This post mounted seat is designed to enhance imaginative play below decks.



B3
CRUNCH STATION
The Crunch station enables the user to perform leg lifts and crunches in a standing position.



B4
BONGO PERCH
The bongo perch is a balancing type of play component that can be used as a stepper for egress onto the play structure or freestanding linked play.



B5
BUZZY BEE
This "C" Spring Rider is designed to provide children with an engaging, fun and safe physical activity that stimulates imaginative play while encouraging sharing and cooperation. "C" Spring Riders feature traditional "rocking horse" type movement.



B6
SADDLE SEAT
The freestanding Saddle Seat is an amazing spinning component that supports the principles of inertia by keeping kids spinning merely by use of body weight.



B7
ACCELERATOR SWING
This group swing incorporates the motion of a traditional swing with the added fun of interactivity. The Accelerator Swing helps activate and integrate the important sense of movement and gravity. The vestibular sense. Children can sit or lay on the swing and adults can join in the fun and provide additional support for a child.

*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.

PLAY COMPONENTS

Creating Fun Play Environments to Enrich Communities

RSS
Recreation Equipment



3D Rendering

View 1

Ross
Recreation Equipment



Marchetti Park
1155569 01-03-01 • 04.06.2322
Ross Recreation Equipment
landscapes structures

3D Rendering

View 2

R•SS
Recreation Equipment



SLR
landscape
structures

Marchetti Park

156569-02-03-02 • 04.06.2022

R•SS
Recreation Equipment

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B25

3D Rendering

View 3

Ross
Recreation Equipment



slr
landscape
architecture

Marchetti Park

1156563-02-03-33 • 04.06.2022

Ross

Recreation Equipment

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PROJECTS IN PROGRESS, CONT'D

	INVESTMENT
Installation of PD Radio Simulcast Tower	\$300,000
Public Safety & Community Resources Department Facility	\$4,300,000
Contra Loma Estates Park Renovation	\$2,952,000
City Park Landscape Renovation	\$220,000
Trail Maintenance Program	\$1,050,000
2021/22 Sidewalk Repair Program	\$500,000
Pavement Surface Treatments	\$1,717,000
Citywide Signage Program	\$500,000
Traffic Calming Program	\$297,000
L Street Improvements	\$18,471,000

PROJECTS IN PROGRESS, CONT'D

	INVESTMENT
Streetlighting Improvements	\$3,300,000
Median Island Improvements	\$950,000
Overhead Utility Undergrounding	\$1,000,000
Laurel Road/Canada Valley Road Traffic Signal	\$637,000
Sewer Main Improvements Program	\$600,000
Sewer Facility Rehabilitation Program	\$750,000
West Antioch Creek Channel Monitoring	\$259,000
Trash Capture Devices	\$370,000
West Antioch Creek Mitigation & Restoration	\$700,000

PROJECTS IN PROGRESS, CONT'D

	INVESTMENT
Water Main Replacement 2022	\$2,500,000
Water Treatment Plant Operations	\$850,000
Water Studies and Planning	\$622,000
Storage Reservoir Rehabilitation	\$1,500,000
Water Treatment Plant Improvements	\$1,263,000
Water Treatment Plant 'A' Filter Valves Replacement	\$1,025,000
Water Treatment Plant 'A' Applied Channels	\$1,000,000
Water Treatment Plant 'B' Basin Repair	\$809,000
Brackish Water Desalination	\$110,000,000
TOTAL PROJECTS IN PROGRESS	\$163,103,000

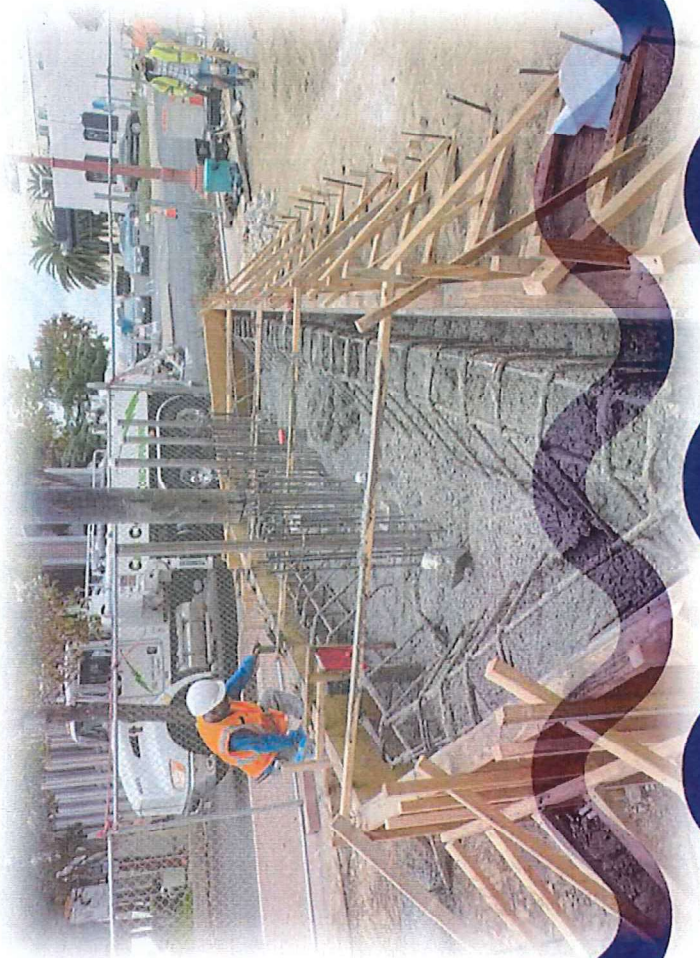
NEW PROJECTS

	INVESTMENT
Nick Rodriguez Community Center Rehabilitation	\$4,500,000
Wi-Fi Installation Downtown	\$60,000
Public Safety & Community Resources Department Facility	\$4,300,000
Bicycle Garden Construction	\$4,250,000
Rivertown Community Space Design	\$350,000
East Antioch Creek Outfall Improvements	\$2,500,000
Delta Fair Storm Drain Rehabilitation	\$250,000
AMI Water Meter Reading Upgrade	\$1,150,000
Sodium Hypochlorite Injection Distribution System	\$2,464,000

NEW PROJECTS, CONT'D

	INVESTMENT
Water Treatment Plant Variable Frequency Drives	\$240,000
Polymer Room & Filter Aid Installation	\$240,000
Water Treatment Plant Chain & Flights Rehabilitation	\$246,000
Radio Communication Improvements	\$170,000
Chemical Injection Modifications	\$176,000
Water Treatment Plant Generator Replacement	\$900,000
Canal Pump Variable Frequency Drives	\$283,000
Lone Tree Way Booster Pump Station Replacement	\$462,000
TOTAL NEW PROJECTS	\$22,541,000

QUESTIONS?






STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Cornelius Johnson, Interim City Manager

SUBJECT: Fiscal Year 2021-23 Mid-Year Budget Review

RECOMMENDED ACTION

It is recommended that the City Council provide input and direction on the draft mid-year budget options and adjustments to the fiscal year 2021-23 budget.

FISCAL IMPACT

The fiscal impact of all requested amendments is outlined in the report.

DISCUSSION

The City is nearing the end of the first year (FY22) of the two-year budget cycle. A mid-year budget review is being presented to incorporate any changes that have come to fruition since the November 2021 budget update. While this review will focus primarily on the General Fund, there are some amendments to other funds outlined in this report.

General Fund Revenues

Significant adjustments to revenue include:

- 1% sales tax projections have been increased \$668,522 in FY22 and \$586,033 in FY23.
- Gas franchise revenues from PG&E have been increased \$571,696 in FY22 and \$570,679 in FY23
- Building permit revenue has been increased \$850,000 in FY22.
- Code Enforcement citation revenue has been reduced \$501,200 in FY22.
- FY23 revenues have been increased \$2,432,375 for billing to the State for usable water river days in last fiscal year.

General Fund Expenditures

Significant adjustments to expenditures include:

- Approximately \$106,000 increase in liability insurance in FY22 and \$971,000 in FY23. The City's rates increased more than projected in FY22, and FY23 preliminarily released rates increase exponentially in FY23. This increase affects

other funds besides the General Fund and those amendments are included in Attachment B.

- Increase in banking fees of \$213,000 in FY22 and \$110,000 in FY23. Due to the pandemic, the City began conducting more business through electronic means and thus collecting more credit card payments through an on-line payment portal. As a result, the City's credit card processing fees have increased.
- Decrease in the subsidy to Animal Services of \$350,399 in FY22 due to a combination of some revenue increases as well as salary savings.
- Approximately \$2.3M in vacancy savings recognized, with \$1.03M of that attributed to the Police Department.
- An increase in the subsidy to Recreation Services of \$1,235,687 in FY23 due to some maintenance projects being moved from FY22 to FY23, increase in part time and full-time salaries in FY23, and various other cost increases, including liability insurance.
- \$200,000 has been added to the FY23 budget for repairs and maintenance of failing walls throughout the City and repairs to other City damaged property.
- \$166,075 in FY22 budgeted funds for Delta Landing have been re-allocated to FY23.
- FY23 increase of \$600,000 for engineering consultant contracts and \$46,500 for consultant studies in Capital Improvement.
- Based on discussions of the Ad Hoc Committee for the Public Safety & Community Resources Department, Animal Services and Code Enforcement have been re-assigned under the Police Department and Community Development respectively. The amended budget accounts for the re-allocation of these divisions and the Director position which was previously split among these areas in the adopted budget.

Staffing Requests

The following staffing requests are for consideration:

- Computer Technician - This position would add an additional Computer Technician to the Information Systems Department. This position is needed to support increased City personnel, software and equipment. The position would be accounted for in the Information Systems Internal Service fund and be allocated out to various departments with the City's Cost Allocation Plan. The estimated cost of salary and benefits for FY23 is \$164,668
- Administrative Assistant II (Economic Development) – This position is being requested to support:
 - contract management
 - grant support
 - monitoring and maintenance of the business database
 - monitoring and maintenance of the commercial property database
 - additional support for the implementation of visitation, retention, expansion, and attraction programs by identifying and contacting any of the over 3,300 companies that operate in Antioch
 - focus and provide attention to the Rivertown Dining/Business District

- social media efforts
- business outreach
- clerical duties of department such as phones, emails, etc.

The position would be funded from the General Fund. The estimated cost of salary and benefits would be \$130,923, which includes \$3,500 in equipment and supplies.

- Volunteer Coordinator (Animal Services) – A new volunteer program launched in August 2021 and has grown to more than 75 volunteers. A dedicated volunteer coordinator would be able to expand the program and increase volunteer engagement. Although the position will reside within the Animal Services Special Revenue Fund budget, it will be paid for by an increase in the General Fund subsidy to Animal Services as the program does not generate enough revenue to fully support itself. This position does not currently exist within the City and creating the position is responsive to the needs identified in Contra Costa Civil Grand Jury Report No. 2105. The salary and benefit cost of a Recreation Coordinator was used as a comparable salary at an estimated cost of \$135,468. The department considers this a #1 priority staffing request.
- Animal Services Technician – As the numbers of animals in the shelter have increased, current staff are having a difficult time maintaining optimal care for the animals. Adding this position will also support increased capacity to perform spay/neuter surgeries. Although the position will reside within the Animal Services Special Revenue Fund budget, it will be paid for by an increase in the General Fund subsidy to Animal Services as the program does not generate enough revenue to fully support itself. The estimated cost of salary and benefits would be \$112,110. The department considers this a #2 priority staffing request.
- Animal Services Supervisor - There is currently one budgeted Animal Services Supervisor position, and this request would increase it to two positions. This would allow for better distribution of employees amongst supervisory staff. One supervisor would provide frontline supervision over the Animal Control Officers and the other for animal care staff. Although the position will reside within the Animal Services Special Revenue Fund budget, it will be paid for by an increase in the General Fund subsidy to Animal Services as the program does not generate enough revenue to fully support itself. The estimated salary and benefit cost is \$173,874. The department would consider this a #3 priority staffing request.
- Customer Service Representative (Animal Services) – This position would replace the existing budgeted Office Assistant position as the position is customer facing and works directly with the public and staff believes the Customer Service Representative (CSR) more clearly defines the role. Although the position will reside within the Animal Services Special Revenue Fund budget, it will be paid for by the General Fund subsidy to Animal Services as the program does not generate enough revenue to fully support itself. There is little to no budget impact in FY23 for salary differential based on the currently budgeted Office Assistant position versus a Step A CSR.

- Two (2) Recreation Programs Coordinators – One position would be assigned to Community Recreation and the other to Sports. The positions will allow Community Recreation and Sports to be able to offer more City operated youth programs and special events. Although the positions will reside in the Recreation Special Revenue Fund, they will be paid for by an increase in the General Fund subsidy to Recreation Services. The estimated salary and benefit cost of the two positions is \$270,936.
- Facility Maintenance Worker (Recreation) – This position will be responsible for daily maintenance needs of the facility and also assist in setup/cleanup for classes and events. This will allow the facility to operate more effectively and allow existing full-time staff to focus more on customer service and administrative tasks. Although this position will reside in the Recreation Special Revenue Fund, it will be paid for by an increase in the General Fund subsidy to Recreation Services. The estimated salary and benefit cost for the position is \$120,560.
- Marina Leadworker/Property Manager (Public Works - Marina) – This position is needed for complex administrative support for Marina contracts and projects and provide more efficient staffing coverage at the Marina. The staffing change would allow for expanded days and hours of availability for the Marina's 24/7 operation. The position would aid with addressing deferred maintenance issues. Although the position will reside in the Marina Enterprise Fund, it will be paid for in the form of an increased subsidy from the General Fund. The estimated salary and benefit cost is \$166,707.
- Administrative Assistant II (City Manager/City Council) - City Council requested administrative support for City Council members. If approved, the position would handle assigned needs of City Council through the City Manager's office. The estimated salary and benefit cost is \$130,923 which includes \$3,500 in equipment and supplies.

Public Safety & Community Resources Department

Several positions are being requested for the Public Safety & Community Resources Department as a result of the work of the Ad Hoc Committee. The City Council may want to postpone some or all of these until a Director is in place and/or may want to consider re-allocating/replacing staffing and budget from some of the 7 Code Enforcement Officer positions approved for the proposed Community Resource Specialists.

- Administrative Assistant III (Public Safety & Community Resources – Administration division) – The estimated salary and benefit cost is \$137,703.
- Public Safety Manager (Public Safety & Community Resources – Violence Intervention & Prevention division) - This position classification does not currently exist and would need to be created. 50% would be funded with CalVIP program if awarded. 50% cost of salary and benefits is estimated at \$101,951 which is on par with a parallel manager role in the department.
- Community Engagement/Public Safety Coordinator (Public Safety & Community Resources – Violence Intervention & Prevention division) - This classification does

not currently exist and would need to be created. 50% would be funded with CalVIP program if awarded. 50% cost of salary and benefits is estimated at \$51,343 and is on par with a parallel coordinator position in the department.

- Four (4) Community Resource Specialists (Public Safety & Community Resources – Community Engagement division) – This classification does not currently exist and would need to be created. Salary comparable to a Step E Code Enforcement Officer was used. Estimated salary and benefit costs are \$613,656 for all four positions.

Other Expenditure Considerations

Through the work of the ad-hoc committee, the following divisions are proposed to be created within the new department (these are in addition to divisions already in existence and/or created with the adoption of the 2021-23 budget).

- Administrative Support Division
 - Proposed FY23 Budget: \$229,700 (this is in addition to full time staffing requested above)
 - \$50,000 for part-time help
 - \$62,500 for purchase of 15 passenger van
 - \$72,000 for professional services, including translation services
 - \$45,200 for other supplies/services
- Violence Intervention and Prevention Division
 - Proposed FY23 Budget: \$25,000 for violence intervention and prevention activities (this is in addition to full time staffing requested above).
- Housing & Homelessness Division – with the adoption of the 21-23 budget, an Unhoused Resident Services Division was already established with funding for an Unhoused Resident Coordinator. No other expenditures were included in the budget under this division.
 - Proposed FY23 Budget: \$170,000 for homeless services and contracts (in addition to full time position already budgeted).
- Community Engagement Division
 - Proposed FY23 Budget: \$25,000 for community engagement activities (this is in addition to full time staffing requested above).

The proposed budget figures are in preliminary stages to get the divisions started. As the programs expand, budget requests will be brought back at a future meeting. With the adoption of the 2021-23 budget, the Youth Services Network and Unhoused Resident Services divisions were already established. CDBG services already are budgeted for within the CDBG and Housing Successor Special Revenue Funds and Environmental Services are provided for in the Solid Waste Special Revenue Fund.

The following table is a summary of the staffing and new department requests with the total fiscal impact for FY23.

	FY22/23 Cost
GF Positions for Consideration:	
Admin Assistant II (Economic Development)	\$ 130,923
Admin Assistant II (City Manager/City Council)	130,923
Computer Technician (Information Systems)	164,668
Animal Services Technician (Animal Services)	112,110
Volunteer Coordinator (Animal Services)	135,468
Animal Services Supervisor (Animal Services)	173,874
Customer Service Rep/Office Asst. Reclass (Animal Services)	-
2 Recreation Program Coordinators (Recreation)	270,936
Facility Maintenance Worker (Recreation)	120,560
Marina Leadworker/Property Manager (Marina)	166,707
Public Safety & Community Resources	
Staffing	
Administrative Assistant III	137,703
Public Safety Manager (50%)	101,951
Community Engagement/Public Safety Coordinator (50%)	51,343
4 Community Resource Specialists	613,656
New Division Expenses	449,700
Total Budget Considerations	\$ 2,760,522

Budget Summary

The next table is a budget summary incorporating amendments, excluding new staffing requests and budget proposals for the Public Safety & Community Resources Department. This budget also **does not** include potential fiscal impacts of the APWEA and APSMA MOU's currently under negotiation or Capital Improvement Projects (CIP) outlined in the CIP budget being considered that may require General Fund resources.

Budget Summary Table

	2021-22 Revised	2022-23 Revised
Beginning Balance, July 1	\$28,758,798	\$28,758,798
Revenue Source:		
Taxes	52,288,421	54,445,334
Taxes – Measure C	20,167	0
1% Sales Tax	20,752,338	21,436,699
Licenses & Permits	3,432,000	2,682,000
Fines & Penalties	100,100	135,100
Investment Income & Rentals	615,000	620,000
Revenue from Other Agencies	522,449	517,000
Current Service Charges	4,984,553	6,905,771
Other Revenue	2,814,080	3,080,150
Transfers In	3,872,988	3,911,486
Total Revenue	89,402,096	93,733,540
Expenditures:		
Legislative & Administrative	6,568,770	7,168,465
Finance	1,738,706	2,221,877
Nondepartmental	7,486,246	5,602,165
Public Works	13,306,107	12,484,281
Police Services	50,705,538	53,774,362
Police Services-Measure C	20,167	0
Police Services-Animal Support	1,521,151	2,027,290
Recreation/Community Svs.	2,383,255	4,203,636
Public Safety & Community Resources	718,553	1,790,044
Community Development	6,645,276	7,914,821
Total Expenditures	91,093,769	97,186,941
Budget Stabilization Transfer	1,691,673	3,453,401
Surplus/(Deficit)	0	0
Ending Balance, June 30	\$28,758,798	\$28,758,798
Committed-Comp. Absences	138,118	150,000
Committed-Litigation Reserve	500,000	500,000
Committed-Comm. Dev. Fees	1,158,787	1,378,787
Assigned – Encumbrances & Projects	0	0
Unassigned Fund Balance	\$26,961,893	\$26,730,011
Percentage of Revenue	30.16%	28.52%

FY22 and FY23 show healthy reserves that exceed the City's unassigned reserve policy of 20%. General Fund projections with four scenarios are provided in Attachment A. With what we know today, projections indicate General Fund reserves and the Budget Stabilization Fund will run dangerously low in FY27 without any additional staffing or fiscal impact of Homekey funding. Outlying projections also do not include additional funding beyond what is being requested now for the new department as it is in its infancy stage with no firm grasp of how much it will cost to fund the various programs and services

annually. While it is true that we typically perform better than budgeted, particularly with vacancy savings, at some point in time the City will be close to fully staffed and those savings will not be available to rely on. In addition, it is expected the nation will experience a recession again (as some economists are already indicating it could come within the next 2-3 years) and the City needs to be adequately prepared.

- ❖ Attachment A, Exhibit A reflects the budget as presented now with no additional staffing, new department funding or Homekey.
- ❖ Attachment A, Exhibit B reflects the budget with Homekey but no additional staffing or department funding.
- ❖ Attachment A, Exhibit C reflects the budget with additional staffing and department funding and no Homekey.
- ❖ Attachment A, Exhibit D reflects the budget with additional staffing, department funding and Homekey.

ONE TIME REVENUE SPENDING

With the close of fiscal year 2021, there was \$1,051,661 in one-time revenues (in the form of non-Police salary savings) that needs to be allocated to one-time projects. At the November 23, 2021 Council meeting budget discussion, City Council directed that the allocation of funds be brought back at a future meeting.

Potential funding items presented on November 23rd by City Council members were applying all funds to unfunded liabilities, Hard House rehabilitation costs, Community Resources building costs and EOC upgrades in the Police community room. We are asking City Council to discuss and provide direction. The funds are already included as an expenditure in the General Fund in a “holding” account to be allocated to projects.

OTHER FUND BUDGET ADJUSTMENTS

Budget amendments for other funds are outlined in Attachment B. The most significant adjustments included are:

- **Recreation Special Revenue Fund** – FY23 expenditures are being increased to approximately \$1M. The majority of this increase is attributable to:
 - Carry forward of CIP projects totaling \$434,850 not completed in FY22 to FY23 comprising of roof repairs and water park siding repairs;
 - Addition of \$135,800 for new alarm system and services;
 - Addition of \$50,000 scholarship fund;
 - Addition of \$50,000 for City-wide special events;
 - Increase of \$74,500 for part-time help for expanded programming;
 - Increase of \$53,304 for general liability insurance

Roof estimates for the NRCC and Water Park facilities have far exceeded budgeted estimates. An additional \$987,000 is being request for the roof and Water Park siding repairs. This is not included in the budget amendments in

Attachment B as Council direction is requested. Approval of these items will increase the General Fund subsidy by this amount.

- **Water Enterprise Fund** – Transfers are being reduced approximately \$12M in FY22 in relation to the Line of Credit the City obtained for the Brackish Water project. The full amount of the Line of Credit was not needed due to the State reimbursing on a timely manner. FY22 revenues are also being increased to recognize the remaining receipt of settlement and grant funds for the Brackish Water project.

American Rescue Plan Act (ARPA)

City Council will need to consider how to allocate remaining ARPA funds this evening or at a future meeting date. On April 12, 2022, City Council approved \$17,360,000 in funding for various projects (refer to Attachment C for list of projects). \$4,190,900 remains unallocated.

NEXT STEPS

We are asking Council to provide direction on the budget this evening which will be incorporated into a final draft to be brought back June 14th for a resolution adopting amendments.

ATTACHMENTS

- A. General Fund Projections
- B. Other Fund Mid-Year Amendments
- C. Approved ARPA Allocations

GENERAL FUND PROJECTIONS - NO ADDITIONAL STAFFING/NO HOMEKEY - EXHIBIT A

	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	\$19,901,154
Taxes	52,288,421	54,445,334	56,231,583	58,037,612	59,852,959	61,648,548
Taxes - Measure C	20,167	0	0	0	0	-
1% Sales Tax	20,752,338	21,436,699	22,266,000	23,049,000	23,775,000	24,488,250
Services Charges/Permits	8,416,553	9,587,771	7,838,119	8,106,403	8,377,961	8,629,300
All Other Revenues	4,051,629	4,352,250	3,820,350	1,420,350	1,420,350	1,462,961
Transfers In	3,872,988	3,911,486	3,913,266	4,001,609	4,125,698	4,249,469
Total Revenues	89,402,096	93,733,540	94,069,318	94,614,974	97,551,968	100,478,528
% Change		5%	0%	1%	3%	3%
Personnel	55,566,750	64,672,168	69,411,312	72,844,191	75,643,749	78,669,499
Services/Supplies/Transfers	35,527,019	32,514,773	30,206,842	31,538,667	32,820,495	34,133,315
Total Expenditures	91,093,769	97,186,941	99,618,154	104,382,858	108,464,244	112,802,814
% Change		7%	3%	5%	4%	4%
Transfer In Budget Stabilization	1,691,673	3,453,401	5,548,836	9,767,884	2,054,632	-
Surplus/(Deficit)	-	-	-	-	(8,857,644)	(12,324,286)
Ending Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$28,758,798	\$19,901,154	\$7,576,868
Committed	1,796,905	2,028,787	2,251,087	2,475,733	2,702,772	2,702,772
Unassigned	\$26,961,893	\$26,730,011	\$26,507,711	\$26,283,065	\$17,198,382	\$4,874,096
Unassigned %	30.16%	28.52%	28.18%	27.78%	17.63%	4.85%

GENERAL FUND PROJECTIONS - NO ADDITIONAL STAFFING
WITH \$12.3M HOMEKEY - EXHIBIT B

	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	\$26,693,430	\$13,321,154
Taxes	52,288,421	54,445,334	56,231,583	58,037,612	59,852,959	61,648,548
Taxes - Measure C	20,167	0	0	0	0	-
1% Sales Tax	20,752,338	21,436,699	22,266,000	23,049,000	23,775,000	24,488,250
Services Charges/Permits	8,416,553	9,587,771	7,838,119	8,106,403	8,377,961	8,629,300
All Other Revenues	4,051,629	4,352,250	3,820,350	1,420,350	1,420,350	1,462,961
Transfers In	3,872,988	3,911,486	3,913,266	4,001,609	4,125,698	4,249,469
Total Revenues	89,402,096	93,733,540	94,069,318	94,614,974	97,551,968	100,478,528
% Change		5%	0%	1%	3%	3%
HOMEKEY	-	500,000	2,460,000	2,460,000	2,460,000	2,460,000
Personnel	55,566,750	64,672,168	69,411,312	72,844,191	75,643,749	78,669,499
Services/Supplies/Transfers	35,527,019	32,514,773	30,206,842	31,538,667	32,820,495	34,133,315
Total Expenditures	91,093,769	97,686,941	102,078,154	106,842,858	110,924,244	115,262,814
% Change		7%	4%	5%	4%	4%
Transfer In Budget Stabilization	1,691,673	3,953,401	8,008,836	10,162,516	-	-
Surplus/(Deficit)	-	-	-	(2,065,368)	(13,372,276)	(14,784,286)
Ending Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$26,693,430	\$13,321,154	(\$1,463,132)
Committed	1,839,453	2,059,453	2,281,753	2,506,399	2,733,438	0
Unassigned	\$26,919,345	\$26,699,345	\$26,477,045	\$24,187,031	\$10,587,716	(\$1,463,132)
Unassigned %	30.11%	28.48%	28.15%	25.56%	10.85%	-1.46%

GENERAL FUND PROJECTIONS WITH STAFFING/NO HOMEKEY - EXHIBIT C

	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	\$22,370,814	\$8,431,783
Taxes	52,288,421	54,445,334	56,231,583	58,037,612	59,852,959	61,648,548
Taxes - Measure C	20,167	0	0	0	0	-
1% Sales Tax	20,752,338	21,436,699	22,266,000	23,049,000	23,775,000	24,488,250
Services Charges/Permits	8,416,553	9,587,771	7,838,119	8,106,403	8,377,961	8,629,300
All Other Revenues	4,051,629	4,352,250	3,820,350	1,420,350	1,420,350	1,462,961
Transfers In	3,872,988	3,911,486	3,913,266	4,001,609	4,125,698	4,249,469
Total Revenues	89,402,096	93,733,540	94,069,318	94,614,974	97,551,968	100,478,528
% Change		5%	0%	1%	3%	3%
Personnel	55,566,750	64,672,168	69,411,312	72,844,191	75,643,749	78,669,499
STAFFING REQUESTS/NEW DEPT	-	2,760,522	2,771,753	2,910,341	3,026,755	3,147,825
Services/Supplies/Transfers	35,527,019	32,514,773	30,206,842	31,538,667	32,820,495	34,133,315
Total Expenditures	91,093,769	99,947,463	102,389,907	107,293,199	111,490,999	115,950,639
% Change		10%	2%	5%	4%	4%
Transfer In Budget Stabilization	1,691,673	6,213,923	8,320,589	6,290,241	-	-
Surplus/(Deficit)	-	-	-	(6,387,984)	(13,939,031)	(15,472,111)
Ending Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$22,370,814	\$8,431,783	(\$7,040,328)
Committed	1,796,905	2,028,787	2,251,087	2,475,733	2,702,772	0
Unassigned	\$26,961,893	\$26,730,011	\$26,507,711	\$19,895,081	\$5,729,011	(\$7,040,328)
Unassigned %	30.16%	28.52%	28.18%	21.03%	5.87%	-7.01%

GENERAL FUND PROJECTIONS WITH STAFFING &
WITH \$12.3M HOMEKEY - EXHIBIT D

	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	\$18,250,814	\$1,851,783
Taxes	52,288,421	54,445,334	56,231,583	58,037,612	59,852,959	61,648,548
Taxes - Measure C	20,167	0	0	0	0	-
1% Sales Tax	20,752,338	21,436,699	22,266,000	23,049,000	23,775,000	24,488,250
Services Charges/Permits	8,416,553	9,587,771	7,838,119	8,106,403	8,377,961	8,629,300
All Other Revenues	4,051,629	4,352,250	3,820,350	1,420,350	1,420,350	1,462,961
Transfers In	3,872,988	3,911,486	3,913,266	4,001,609	4,125,698	4,249,469
Total Revenues	89,402,096	93,733,540	94,069,318	94,614,974	97,551,968	100,478,528
% Change		5%	0%	1%	3%	3%
HOMEKEY	-	500,000	2,460,000	2,460,000	2,460,000	2,460,000
STAFFING REQUESTS/NEW DEPT	-	2,760,522	2,771,753	2,910,341	3,026,755	3,147,825
Personnel	55,566,750	64,672,168	69,411,312	72,844,191	75,643,749	78,669,499
Services/Supplies/Transfers	35,527,019	32,514,773	30,206,842	31,538,667	32,820,495	34,133,315
Total Expenditures	91,093,769	100,447,463	104,849,907	109,753,199	113,950,999	118,410,639
% Change		10%	4%	5%	4%	4%
Transfer In Budget Stabilization	1,691,673	6,713,923	10,780,589	4,630,241	-	-
Surplus/(Deficit)	-	-	-	(10,507,984)	(16,399,031)	(17,932,111)
Ending Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$18,250,814	\$1,851,783	(\$16,080,328)
Committed	1,839,453	2,059,453	2,281,753	2,506,399	0	0
Unassigned	\$26,919,345	\$26,699,345	\$26,477,045	\$15,744,415	\$1,851,783	(\$16,080,328)
Unassigned %	30.11%	28.48%	28.15%	16.64%	1.90%	-16.00%

**ATTACHMENT B
OTHER FUND BUDGET AMENDMENTS - FY22 & 23**

Fund/Category	FY22 Amendment	FY23 Amendment	Purpose
Loss Control Internal Service Fund:			
Expenditures	\$ (100,474.00)	\$ (283,036.00)	Vacancy savings/FY23 workers comp premium estimate lower
CDBG Special Revenue Fund:			
Revenues	151,366.00	(9,000.00)	Adjust projected grant reimbursements
Expenditures	151,366.00	(9,000.00)	Roll over of project funds/Reduction of administrative expenditures
RMRA Special Revenue Fund:			
Revenues	966,835.00	-	OBAG grant revenues received
Transfer In	500,000.00	-	Transfer of Measure J monies for L St project
Expenditures	500,000.00	-	Move Measure J project budget to RMRA fund
Recreation Special Revenue Fund:			
Revenues	7,500.00	24,000.00	
Expenditures	(384,650.00)	1,000,976.00	Special event funding/youth scholarships/increase PTH/insurance
Transfers In	(62,290.00)	1,235,687.00	
Housing Successor Special Revenue Fund:			
Expenditures	128,875.00	-	Increase home ownership program expenditures
LLEBG Special Revenue Fund			
Transfers Out	1,268.00	-	Transfer to General Fund for grant reimbursement
Solid Waste Special Revenue Fund:			
Revenues	14,151.00	25,000.00	Increase garbage franchise funding for environmental programs
Expenses	20,261.00	28,844.00	Increase PTH/Environmental sustainability & resilience activities/insurance
Delta Fair Property Special Revenue Fund:			
Revenues	25,043.00	-	Revised rent projection
Budget Stabilization Fund:			
Transfers Out	(2,015,743.00)	2,187,204.00	Revise for General Fund amendments
Vehicle Maintenance Fund:			
Revenues	121,000.00	121,000.00	Increased billings to depts for higher fuel prices
Expenditures	131,096.00	145,365.00	Increased fuel costs/insurance premium
Information Services Fund:			
Expenditures	372,022.00	45,922.00	Additional cybersecurity and Microsoft licensing costs/Insurance prem.
NPDES Special Revenue Fund:			
Expenditures	5,107.00	10,821.00	Increase for liability insurance premium
Measure J Special Revenue Fund:			
Transfer Out	500,000.00		Move funds to RMRA for L St project
Expenditures	(490,000.00)		Move L St project to RMRA fund/Increase staff time charged projection
Brackish Water LOC			
Expenditures	(166.00)	-	Line of credit for Brackish Water paid off
Transfers In	(11,962,098.00)	-	Line of credit for Brackish Water paid off
Transfers Out	(11,961,932.00)	-	Line of credit for Brackish Water paid off
Water Enterprise Fund:			
Revenues	15,835,597.00	-	Brackish Water settlement/grant funds/arrearage program funds
Expenditures	823,678.00	206,304.00	Arrearage program/credit card fees/insurance
Transfers In	(11,961,932.00)	-	Line of credit for Brackish Water paid off
Transfers Out	(11,962,098.00)	-	Line of credit for Brackish Water paid off
Sewer Enterprise Fund:			
Revenues	348,288.00	-	Arreage grant
Expenditures	338,144.00	119,332.00	Arrearage program/Insurance premium increase
PEG Franchise Fee Fund:			
Expenditures	412.00	-	Project close out expenditures
Marina Enterprise Fund:			
Revenues	-	-	
Expenditures	-	110,357.00	Insurance premium/fuel hose replacement/dock assessment report
Capital Improvements Fund:			
Revenues	15,000.00	-	Increase proejction
Expenditures	15,000.00	-	Increase for year to date expenditures
CFD 2016-01 Police Protection Fund:			
Revenues	68,244.00	68,244.00	Increase projected assessment revenue
Expenditures	2,642.00	2,642.00	Increase contractual expenditures
Transfers Out	67,698.00	65,602.00	Increase transfer to General Fund for revised assessments
CFD 2018-02 Police Protection Fund:			
Revenues	123,638.00	123,638.00	Increase projected assessment revenue
Expenditures	550.00	550.00	Increase contractual expenditures
Transfers Out	125,319.00	123,088.00	Increase transfer to General Fund for revised assessments
Civic Arts Special Revenue Fund:			
Expenditures	260.00	515.00	Insurance premium increase
Animal Services Special Revenue Fund:			
Revenues	6,325.00	-	Increase revenue projections
Transfers In	(350,399.00)	55,843.00	Adj Gen Fund transfer for amendments
Expenditures	(354,074.00)	47,304.00	Vacancy savings/Insurance premium increase
Park in Lieu Special Revenue Fund:			
Revenues	1,476,000.00	-	Roll forward FY21 Prop 68 grant funds for Contra Loma

ATTACHMENT C

ARPA ALLOCATIONS APPROVED 4.12.22

Total ARPA Funding \$ 21,550,900.00

	Estimated Cost	
Mental Health Crisis Response pilot	\$ 3,600,000.00	Two-year cost
Bridge Housing Support Services pilot		
Master lease of hotel	2,600,000.00	
Support services	3,100,000.00	
Economic Development/Business		
Small business grants	500,000.00	
Façade Improvement grants	500,000.00	
Small business support	1,500,000.00	
Mayors Apprenticeship Program	625,000.00	
Rehabilitation of building for Pub. Saf. Comm. Res.	4,300,000.00	
Wi-Fi Downtown Area		from NRCC and 3rd St to west of CH and 3rd, to the water front
Installation	60,000.00	
Annual Maintenance (x2)	50,000.00	
Perimeter fence at water park	500,000.00	
Meals on Wheels	25,000.00	
Total cost of all programs/projects	\$ 17,360,000.00	
Total Remaining Funds	\$ 4,190,900.00	



*In Honor of
STATE FARM'S 100th ANNIVERSARY
June 7, 2022*

*WHEREAS State Farm is Celebrating its 100th Anniversary
On June 7, 2022;*

*WHEREAS The City of Antioch, CA recognizes the positive impact the
company and its agents have on our community, caring for
customers in California since 1928; and*

*WHEREAS State Farm was founded in the United States on the
seventh of June in the year 1922 by G.J. Mecherle,
a farmer from Merna, IL.*

*NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch,
do hereby proclaim June 7, 2022, as "STATE FARM DAY" in the City of
Antioch. I call upon the residents of this city to observe this day
by demonstrating what being a good neighbor is all
about through acts of kindness and
making all people feel welcome.*

MAY 24, 2022

LAMAR A. THORPE, Mayor



The poster features a dark blue background with a starry night sky. On the left, a silhouette of a person's head is filled with the stars and stripes of the American flag. In the top left corner, there are four logos: a fire department emblem, the 'Coca Farms' logo, a recycling symbol with the text 'RECYCLE TO REUSE', and a circular seal. In the top right corner is the 'DVG' (Delta Veterans Group) logo. The main title 'DVG MEMORIAL DAY COMMEMORATION' is written vertically in large, bold, red letters. To its right, the phrase 'Remember and honour' is written in a white, cursive font. Below the title, the word 'ANTIOCH' is in large white letters, followed by the location 'Oak View Memorial Park' and '2500 E. 18th St. Antioch, CA'. The date 'Monday, May 30, 2022' is in red. At the bottom, it says 'PROCESSIONAL DEPARTS VETERANS MEMORIAL @9AM' and 'CEREMONY IS AT 10AM AT OAK VIEW'. A small '150' anniversary logo is on the left, and a '#2' is at the bottom right.

 *Coca Farms*
 RECYCLE TO REUSE

 ANTIOCH



DVG
MEMORIAL DAY
COMMEMORATION
Remember and honour

ANTIOCH
Oak View Memorial Park
2500 E. 18th St. Antioch, CA
Monday, May 30, 2022
PROCESSIONAL DEPARTS VETERANS MEMORIAL @9AM
CEREMONY IS AT 10AM AT OAK VIEW #2

Opportunity
celebrates here.

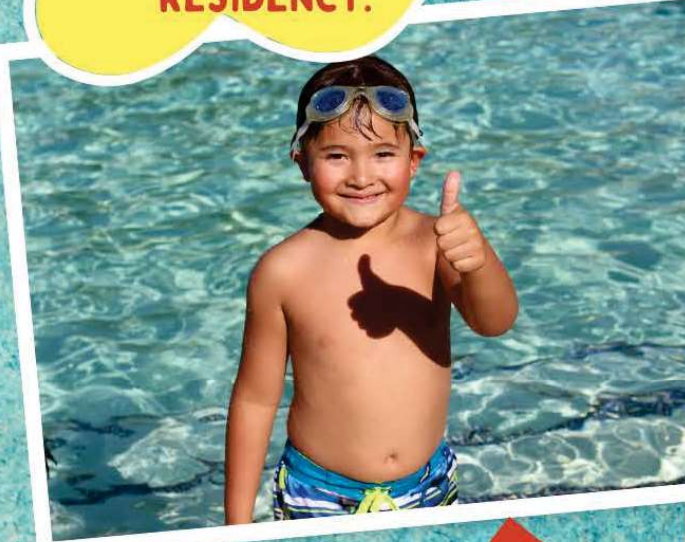
SESQUICENTENNIAL SWIM & PLAY DAY

Antioch Water Park

**FREE
ENTRY**

WITH PROOF OF ANTIOCH
RESIDENCY.

**MUSIC,
FAMILY & FUN**



**SATURDAY
JUNE 4
11AM-6PM**

CITY OF ANTIOCH
150
SESQUICENTENNIAL • 1872-2022



Opportunity
celebrates here

FREE

SESQUICENTENNIAL OUTDOOR

Movie Nights

**ANTIOCH WATER PARK HILL
MOVIES START @ DUSK**

Bring your chairs and/or blankets.

JUNE 16

JUNE 23

JUNE 30



Don't forget we also have:



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**
- **BOARD OF ADMINISTRATIVE APPEALS**

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

BOARD OF ADMINISTRATIVE APPEALS

(Deadline Date: 06/17/22)

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

- Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years.
- Must be a resident of the City of Antioch.
- The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations.
- Three of the members shall have experience in the building construction trades and/or training in the California Code of Regulations.
- Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

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

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

**April 12, 2022
Council Chambers**

5:30 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8: Property: 4.79-acre property on Delta Fair Blvd., Antioch, CA (APN 074-080034-7); Agency Negotiation: Cornelius Johnson, City Manager; Negotiating Parties: Christy Saxton Interim Director, Health, Housing and Homeless Services, Contra Costa County; Under Negotiation: Price and Terms of Payment.
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code section 54956.9(b): One Case.
- 3. CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), Confidential Unit, Management Unit, Treatment Plant Employees' Association, Antioch Public Works Association, and Antioch Police Sworn Management Association.
- 4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to Government Code section 54957.

ADJOURN TO CLOSED SESSION

Council adjourned to Closed Session at 5:32 P.M.

7:00 P.M. REGULAR MEETING

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

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, direction given to Interim City Manager and City Attorney, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, no reportable action, **#3 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action; and **#4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY**, no reportable action.

ON MOTION BY COUNCILMEMBER WILSON, SECONDED BY COUNCILMEMBER TORRES-WALKER THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEM #11 TO BE HEARD AFTER PROCLAMATIONS.

7:05 P.M. – PUBLIC HEARING

1. REDISTRICTING: RESOLUTION ADOPTING FINAL MAP (DRAFT MAP A – MODIFIED)

City Attorney Smith introduced Karin Mac Donald and Jane Hood, Q2 Data & Research LLC, to present the staff report dated April 12, 2022, recommending the City Council adopt the resolution with the Final Redistricting Map (“Draft Map A – Modified”) adjusting and redefining the boundaries of the City Council electoral districts of the City.

City Clerk Householder and Mayor Thorpe announced in English and Spanish that a court certified translator was available via zoom.

Harry Thurston, Antioch resident, Patricia Granados and Lucas Stuart-Chilcote spoke in support of Council adopting the resolution approving Draft Map A modified.

Norma Hernandez, Antioch resident, stated she opposed the districting process and supported at-large elections for Councilmembers.

A motion was made by Councilmember Torres-Walker and seconded by Councilmember Wilson to adopt the resolution with the Final Redistricting Map (“Draft Map A – Modified”) adjusting and redefining the boundaries of the City Council electoral districts of the City.

Councilmember Barbanica felt adopting modified draft map A would be a disservice to the City since it divided neighborhoods. He noted there were other map choices with clear boundaries along major thoroughfares.

In response to Councilmember Ogorchock, City Attorney Smith clarified it was noted in the resolution and the motion made on this item on March 11, 2022, to approve “Draft Map A – Modified.” staff report exhibit A to attachment A.

Councilmember Ogorchock agreed with Councilmember Barbanica and added that she believed if this map was adopted it would be gerrymandering.

RESOLUTION NO. 2022/51

A vote taken on the previous motion to adopt the resolution carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

2. INTRODUCTION OF NEW CITY EMPLOYEES

Finance Director Merchant introduced Anthony Garcia, Customer Service Representative, who thanked Finance Director Merchant for the introduction.

Mayor Thorpe welcomed Mr. Garcia to Antioch.

3. PROCLAMATIONS

In Honor of Autism Acceptance Month 2022

In Honor of Earth Month 2022

In Honor of LGBTQI+ Solidarity

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

Lynda Green, Director of Be Exceptional Programs, accepted the *In Honor of Autism Acceptance Month 2022* proclamation and thanked the City for the recognition.

Environmental Resource Coordinator Haas-Wajdowicz accepted the *In Honor of Earth Month 2022* proclamation and thanked the City for the recognition.

Mayor Thorpe thanked Environmental Resource Coordinator Haas-Wajdowicz for her stewardship of environmental issues.

Robyn Kuslets, Rainbow Community Center of Contra Costa County, accepted the *In Honor of LGBTQI+ Solidarity* proclamation and thanked the City for the recognition.

11. DISPLAY OF THE PRIDE PROGRESS FLAG AT CITY HALL

Assistant City Manager Bayon Moore presented the staff report dated April 12, 2022, recommending the City Council adopt a resolution: 1) Acknowledging the City's Policy for the Display of Flags at City Facilities as it relates to various flags approved by an adopted resolution of the City Council; and 2) Approving the display of the Pride Progress Flag during the period of April 12, 2022, to December 31, 2022, at City Hall.

Robrielle Beverly, Antioch resident, stated she did not agree with raising the Pride Progress flag because she believed the US, State and City flags represented all residents. She quoted a verse from the bible.

Lucas Stuart-Chilcote thanked the City for bringing the proclamation and display of the pride progress flag to the agenda.

A motion was made by Councilmember Wilson and seconded by Councilmember Torres-Walker to adopt the resolution 1) Acknowledging the City's Policy for the Display of Flags at City Facilities as it relates to various flags approved by an adopted resolution of the City Council; and 2) Approving the display of the Pride Progress Flag during the period of April 12, 2022, to December 31, 2022, at City Hall.

Councilmember Barbanica stated he consulted with several individuals regarding this item, and he supported raising the Pride Progress Flag for Pride month; however, he did not support flying the flag for the remainder of the year because other organizations wanted to be recognized.

Councilmember Ogorchock agreed with Councilmember Barbanica.

Mayor Thorpe commented that other organizations had the right to request their flags be flown. He discussed the importance of showing solidarity for the youth particularly as it related to the transgendered.

RESOLUTION NO. 2022/52

A vote taken on the previous motion to adopt the resolution carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

City Clerk Householder thanked the Rainbow Coalition for providing the Pride Progress Flag and announced that they had them available for any government organization that wished to fly the flag.

Mayor Thorpe declared a recess at 7:49 P.M. The meeting reconvened at 7:57 P.M. with all Councilmembers present.

4. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

- ANTIOCH COMMUNITY EASTER EGG HUNT – April 18, 2022
- KEEP ANTIOCH BEAUTIFUL – April 23, 2022
- RIVERTOWN ART & WINE WALK – May 7, 2022

Councilmember Wilson announced a Shred-It event hosted by Tri Delta Transit would begin at 9:00 A.M. on April 28, 2022.

Councilmember Ogorchock announced an Interfaith Concert for Ukraine would be held from 6:00 P.M. – 8:00 P.M. on May 7, 2022, at Antioch Seventh-day Adventist Church.

5. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

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

For more information and to apply, visit: www.bit.ly/ApplyAntioch or the City's homepage.

PUBLIC COMMENTS

Navdeep Keuelej and Baldev Singh yielded their time to Norma Hernandez.

Norma Hernandez, Antioch resident, discussed the negative impacts and lack of notification for the city's ordinances related to tobacco shops. She stated the city's policies were unfair because they did not apply to cannabis businesses. She requested the ordinance be reagendaized and a Study Session be scheduled to address the impacts.

Ralph Hernandez, Antioch resident and former Councilmember, stated Council and staff served at the will of the residents. He encouraged department heads to respond to the public. He announced that there had been discussions regarding taking over City administration.

Pam Gupta, Antioch resident and Business Owner, requested Council reconsider their decision regarding the ban on flavored tobacco and increased cost of tobacco products.

Marisa Henriquez, Antioch resident, representing ACCE, expressed concern regarding the condition of the Twin Creek Apartments and requested Council inform them on how to hold management accountable.

Richard Madison, Antioch resident, stated Council represented the citizens of Antioch and they should hold themselves accountable and set an example. He noted citizens needed to raise their expectations.

Lucas Stuart-Chilcote, Antioch resident, recognized the community of the Muslim faith for their celebration of Ramadan. As a member of the Sikh faith, he announced that April was Sikh Awareness and Appreciation month. He invited the community to a celebration at the Gurdwara in Pittsburg this weekend.

Devin Williams, Antioch resident representing ACCE, announced tenants at the Twin Creeks Apartments were unhappy with the condition of the property. He discussed the need for better tenant protections.

Chris Gilroy stated the tobacco ordinance was flawed and would eventually be repealed because it had a detrimental economic impact on businesses.

Leslie May, Antioch resident, requested Council initiate discussions with the Board of Historically Black Colleges and Universities to build a University in Antioch. She expressed concern regarding racist behavior and comments she had witnessed.

Max Fattahiau, Antioch Business Owner, reported that when he hired employees for his Oakley business, he had several applicants; however, when he advertised in Antioch, he received no response because employees feared for their safety. He stated he received notification that Antioch was banning flavored tobacco. He noted that he had significant inventory and suggested the City allow for a grace period for business owners to phase out their products.

Rochon Williams, Antioch resident, urged Council to rescind the RV ordinance requiring permits to park RVs on driveways and requested Council place this item on the next agenda.

Betty Smith, Antioch resident, Executive Director of Delta 2000, discussed services provided by their non-profit and listed the non-profits with offices in their building.

Mary Rocha, Antioch resident, reported she attended a meeting with City staff where she was informed of the possibility of the City taking over the Antioch Resource Center which would displace the nonprofits. She suggested the City utilize the Nick Rodriguez Community Center for employee needs. She noted if the City proceeded with taking over the facility, they would need sufficient time to budget for relocation. She requested the City reconsider.

William Chapman, Antioch resident representing Delta 2000, reported the Antioch Resource Center had members of staff tour their building and photograph rooms. He requested a copy of the photos and staff's report. He stated the building was centrally located, safe and secure. He noted it also provided a facility for communication of the non-profits so they could provide services to the community. He expressed concern that these organizations had not budgeted to relocate their offices and if they were forced to move, they would cease to exist.

Ken Turnage, Antioch resident, explained what he believed attributed to the low police staffing levels of the Antioch Police Department.

Lacey Brown explained why she held higher standards for elected officials and endorsed Councilmembers Torres-Walker and Wilson.

Patricia Granados discussed threats made to elected officials, activists, and protesters.

Mayor Thorpe declared a recess at 9:01 P.M. the meeting reconvened at 9:05 P.M. with all Councilmembers present.

Patricia Granados resumed her comments and spoke to the accomplishments of Council.

Frank Sterling, Antioch resident, spoke in support of the activist in Antioch. He discussed incidents involving the Antioch Police Department and the need for change. He stated he hoped the non-profits at the Antioch Resource Center could remain or the city could assist them with relocating. He noted that he would vote for his district Councilmember and the Mayor during the next election cycle.

Edgar Martinez, Antioch resident, discussed the importance of diversity and equity for the Mayor's Apprenticeship Program. He suggested the next Annual Report from the Sales Tax Citizens' Oversight Committee include the location of crimes. He commended the City Council for addressing homelessness and encouraged the City to fund a CORE Team in Antioch. He suggested the City hold special meetings to discuss community needs.

Rocheall Pierre, Deborah Polk and Myriam Saenz, Antioch residents, representing ECRG, and Carmen Ponce (translated by Mayor Thorpe) representing ACCE, spoke in support of tenant protection policies to address rent control, just cause for evictions and anti-harassment protections.

Jackie Lowery, ACCE, spoke against racism and in support of Mayor Thorpe and Councilmember Torres-Walker. She also spoke in support of tenant protection policies.

Francisco Torres, ACCE, voiced his support of the City Council and spoke in support of tenant protection policies.

Katie Felch yielded her time to Andrew Becker.

Andrew Becker thanked the public speakers this evening. He reported unhoused residents were struggling to find resources and support. He thanked Councilmember Torres-Walker for visiting the California Modular community in San Jose and he invited other Councilmembers to visit the project. He encouraged residents to participate in the Housing Element Community Engagement from 7:00 P.M. – 8:30 P.M. on April 13, 2022.

Public comment submitted in writing was entered into the record from the following individual: Raquel Maramag, representing ACCE.

Mayor Thorpe thanked the speakers for their public comments and reminded them that he would not tolerate interruptions during Council meetings.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Violence Intervention and Prevention Committee meeting and Public Safety and Community Resources Department Ad Hoc Committee meeting. She announced the CDBG and Cannabis Standing Committees would meet later this month.

Councilmember Ogorchock requested Council consider delaying the tobacco ban to allow time to revisit the impacts. She stated she was made aware that the City would be taking over the Juneteenth event which was previously organized by Claryssa Wilson. She requested that the event be allowed to go back to her to manage.

Councilmember Wilson reported on her attendance at the Public Safety and Community Resource Department Committee meeting and announced she would also be attending a Cannabis Standing Committee meeting later this month. She reported on the grant received by Tri Delta Transit as well as their bus pass program.

Councilmember Barbanica voiced his support for Claryssa Wilson managing the Juneteenth event and revisiting the tobacco ban. He offered to meet with residents at the Twin Creek Apartments.

MAYOR'S COMMENTS

Mayor Thorpe reported he had visited tobacco retailers and expressed concern regarding the city's communication with these businesses and the inventory that remained. He stated he would be meeting with merchants to discuss their concerns and suggested Council consider a grace period for the ordinance. He announced he would bring back the permitting process for RVs at the next Council meeting. He thanked everyone who had expressed their support and encouraged his supporters to not engage with recall proponents. He announced he would be continuing police reform efforts, engaging youth and facilitating inclusiveness.

- 6. *CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency***
 - A. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 22, 2022**
 - B. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 8, 2022**
 - C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MARCH 11, 2022**
 - D. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 22, 2022**
 - E. APPROVAL OF COUNCIL WARRANTS**
 - F. APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - G. APPROVAL OF TREASURER'S REPORT FOR JANUARY 2022**

- H. APPROVAL OF TREASURER'S REPORT FOR FEBRUARY 2022
- I. **RESOLUTION NO. 2022/53** AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES
- J. **RESOLUTION NO. 2022/54** APPROVAL OF PURCHASE OF ONE (1) BANDIT BRUSH AND WOODCHIPPER MODEL M-12XP UTILIZING SOURCEWELL COOPERATIVE PURCHASING CONTRACT #050119-BAN WITH CAL-LINE EQUIPMENT INC.
- K. **RESOLUTION NO. 2022/55** THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING RELATED TO THE GROUNDWATER SUSTAINABILITY PLAN FOR THE EAST CONTRA COSTA COUNTY PORTION OF THE TRACY SUBBASIN (P.W. 704-3)

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

PUBLIC HEARING

7. **FORMATION OF THE PROPOSED CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES) FOR LAUREL RANCH SUBDIVISION (P.W. 698) (Continued from March 22, 2022)**

Assistant City Engineer Thompson presented the staff report dated April 12, 2022 recommending the City Council take the following actions: 1) Continue the public hearing and request that the City Clerk open the Special Election Ballot from the sole property owner and publicly read the results of the election; 2) Adopt the Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien; and 3) Introduce, waive the first reading, and read by title only, the Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services).

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

Councilmember Ogorchock requested the City Clerk open the Special Election Ballot from the sole property owner and publicly read the results of the election.

City Clerk Householder opened the special election ballot and announced it was a "yes" vote.

RESOLUTION NO. 2022/56

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously introduced, waived the first reading, and read by title only, the Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services).

8. STRATEGIC INFILL HOUSING STUDY

Planning Manager Hersch introduced Bruce Brubaker and Janet Chang, Placeworks', who presented the Antioch Strategic Infill Housing Study.

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

In response to Council, Director of Community Development Ebbs stated he was in support of the recommended action and explained this model could be applied to other areas of the City.

Mayor Thorpe spoke to the importance of addressing the areas within District 1 that had been overlooked in the past.

RESOLUTION NO. 2022/57

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution approving the addendum to the 2003 General Plan Environmental Impact Report (Attachment A).

RESOLUTION NO. 2022/58

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution approving General Plan Amendment (GP-22-01) establishing Commercial In-Fill Housing Policies in the Land Use Element (Attachment B).

RESOLUTION NO. 2022/59

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted the resolution approving the project's Objective Design Standards (Attachment C).

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously introduced, waived the first reading, and read by title only the ordinance for the following: Zoning Map Amendments. Rezone ten (10) sites to include a "Commercial Infill Housing (CIH) Overlay District" designation, zoning map amendment (Z-22-01) (Attachment D).

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously introduced, waived the first reading, and read by title only the ordinance for the following: Zoning Text Amendments. Zoning text amendment Sections 9-5.203 "Definitions," 9-5.301 "Districts Established and Defined," 9-5.3801 "Summary of Zoning

Districts,” 9-5.3808 “Table of Land Use Regulations,” and 9-5.601 “Height, Area & Setback Regulations for Primary Structure.” (Attachment E).

COUNCIL REGULAR AGENDA

9. AMERICAN RESCUE PLAN ACT FUNDING

Finance Director Merchant presented the staff report dated April 12, 2022, recommending the City Council provide feedback and direction regarding the allocation of American Rescue Plan Act funding received by the City of Antioch and adopt a resolution authorizing the necessary Fiscal Year 2022 and 2023 budget amendments for expenditures approved at the April 12, 2022, meeting.

Following discussion and review of the ARPA Allocations (Attachment A), Council consensus supported the following expenditures:

- Mental Health Crisis Response pilot
- Bridge Housing Support Services pilot – master lease of hotel and support services
- Economic Development/Business – small business grants, façade improvement grants, small business support
- Mayor’s Apprenticeship Program
- Rehabilitation of building for Public Safety Community Resources
- Wi-Fi Downtown Area (from NRCC and 3rd St. to west of CH and 3rd St., to the waterfront) – installation and annual maintenance x2
- Aquatic Center - Perimeter fence replacement
- Meals on Wheels – \$25,000

Councilmember Torres-Walker spoke in support of future conversations to improve connectivity across District 1.

In response to Councilmember Barbanica, Director of Parks and Recreation Helfenberger clarified that the deck repair, pool plaster replacement, boulder structure repair and slide restoration were needed for the safety of children.

Caitlin Sly, Executive Director of Meals on Wheels gave a brief overview of their program.

Mayor Thorpe stated the ARPA Spending List would be reviewed later for the remaining funds.

Finance Director Merchant explained that they were working with legal experts to review the spending ideas to ensure compliance with the ARPA funding requirements.

RESOLUTION NO. 2022/60

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adopted a resolution authorizing the necessary Fiscal Year 2022 and 2023 budget amendments for expenditures approved at the April 12, 2022, meeting.

10. DISCUSSION ITEM: ANTIOCH POLICE OVERSIGHT COMMISSION – SUMMARY OF CONTENT FOR A DRAFT ORDINANCE

City Attorney Smith presented the staff report dated April 12, 2022, recommending the City Council: 1) Determine whether to direct staff to prepare an ordinance forming the Antioch Police Oversight Commission; and 2) If so, advise staff whether to rename the Police Crime Prevention Commission, by designating it as a board or committee, or to make any other modifications to it.

In response to Councilmember Ogorchock, City Attorney Smith explained that Mayor Thorpe had requested this matter come to Council as a discussion item.

Frank Sterling, Harry Thurston, Lacey Brown and Victoria Adams, East County NAACP, spoke in support of the formation of the Antioch Police Oversight Commission. Ms. Adams requested the Police Chief be required to submit semi-annual or quarterly reports to the Commission, City Council and public.

Councilmember Torres-Walker spoke in support of the formation of the Police Oversight Commission and agreed with increasing the frequency of the reports from the Police Chief.

City Attorney Smith stated if Council wanted quarterly written reports, he could insert that; however, the Chief or his designee would be present at meetings to provide verbal reports.

Following discussion, Council consensus directed staff to bring back an ordinance forming the Antioch Police Oversight Commission and a report identifying the duties of the Police Crime Prevention Commission.

12. SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE TREATMENT PLANT EMPLOYEES' ASSOCIATION SALARY ADJUSTMENTS FROM THE TOTAL COMPENSATION STUDY FINAL REPORT

Administrative Services Director Mastay presented the staff report dated April 12, 2022 recommending the City Council adopt a resolution: 1) Approving the Side Letter Agreement between the City of Antioch and the Treatment Plant Employees Association for Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021, Appendix IV: Salary Range Placement Recommendations; 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and Treatment Plant Employees Association; and 3) Authorize the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

RESOLUTION NO. 2022/61

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

13. TENTATIVE AGREEMENTS BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) FOR THE PERIOD OF SEPTEMBER 1, 2021 – AUGUST 31, 2025

Administrative Services Director Mastay presented the staff report dated April 12, 2022, recommending the City Council adopt a resolution: 1) Approving the Tentative Agreements between the City of Antioch and the Antioch Police Officers Association (APOA); and 2) Authorize the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreements.

RESOLUTION NO. 2022/62

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted a resolution: 1) Approving the Tentative Agreements between the City of Antioch and the Antioch Police Officers Association (APOA); and 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreements.

14. RESOLUTION APPROVING CLASS SPECIFICATION UPDATES FOR ASSISTANT CITY ATTORNEY AND ASSIGNING AN UPDATED SALARY RANGE

Administrative Services Director Mastay presented the staff report dated April 12, 2022, recommending the City Council adopt a resolution: 1) Approving updates for the Assistant City Attorney class specification; 2) Assigning an updated salary range to the Assistant City Attorney class specification; and 3) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the updated salary range.

RESOLUTION NO. 2022/63

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted a resolution: 1) Approving updates for the Assistant City Attorney class specification; 2) Assigning an updated salary range to the Assistant City Attorney class specification; and 3) Authorize the City Manager or designee to make any necessary

adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the updated salary range.

PUBLIC COMMENT

Edgar Martinez spoke in support of the Police Oversight Commission. He urged Council to include residents in the Cavallo and 18th Street neighborhoods in the Mayor's Apprenticeship program. He mentioned that he had watched an interview with Councilmember Torres-Walker regarding eviction issues that was very informative.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker requested Council consider providing translation services at every Council meeting. She thanked Carmen Ponce and Edgar Martinez for their comments this evening. She thanked Interim Chief Morefield for providing policing data related to geography. She also thanked various community members who supported and provided resources to community members in need.

Mayor Thorpe stated Antioch was going through a maturation process and it had been challenging for staff and the community. He noted the City would remain strong.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the meeting at 11:31 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING

Special Meeting
7:00 P.M.

April 19, 2022
Council Chambers

7:00 P.M. SPECIAL MEETING

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

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

OPENING REMARKS BY MAYOR AND CITY COUNCIL

Mayor Thorpe announced that this Special meeting was scheduled to review agenda items previously requested by Council.

Councilmember Ogorchock requested staff agendaize a performance evaluation for Interim City Manager Johnson and reconsideration of the smoke shop ordinance.

COUNCIL REGULAR AGENDA

CITY COUNCIL AGENDA FOLLOW-UP ITEMS NO. 1-9

1. CITY OF ANTIOCH HUMAN RIGHTS AND RACIAL EQUITY COMMITTEE

Councilmember Torres-Walker requested Council establish an Ad Hoc Committee to work on the formation of a Human Rights and Racial Equity Committee.

Leslie May and Edgar Martinez spoke in support of the formation of a Human Rights and Racial Equity Committee.

Following discussion, Council consensus directed staff to bring back a resolution to create an Ad Hoc Committee to work on the potential formation of a Human Rights and Racial Equity Committee.

2. EMERGENCY OPERATIONS CENTER (EOC) TECHNOLOGY UPGRADES

Councilmember Barbanica requested Council agendaize the Emergency Operations Center technology upgrades. He stated this item was important for Antioch because they could lose funding if they managed an emergency incorrectly.

Following discussion, this item lacked consensus to bring it back for discussion.

3. POLICE CHIEF'S REPORT ON 2020 AND 2021 CRIME AND ANTIOCH POLICE DEPARTMENT UPDATE

Councilmember Barbanica stated he requested a report of staffing levels and crime statistics for the community on an annual basis.

Ralph Hernandez informed Council that reporting of crime statistics would be different this year because there were crimes that were now categorized differently.

Edgar Martinez, Antioch resident, spoke in support of the transparency provided by reporting.

Following discussion, this item lacked consensus to bring it back for discussion.

Mayor Thorpe announced that Councilmember Wilson had the capacity to bring this item to her committee at any time.

4. CREATION OF A BEACH PARK FROM RIVERVIEW LODGE TO THE MARINA

Councilmember Ogorchock stated a beach park downtown had potential and it would bring more people to the area in the summer.

Following discussion, this item lacked consensus to bring it back for discussion.

5. YOUTH APPRECIATION DAY

Councilmember Ogorchock stated there were several youths that should be recognized and honored in the community.

Following discussion, this item lacked consensus to bring it back for discussion.

Mayor Thorpe announced that Youth Services Network Manager Johnson was working on this item and would be bringing it forward in the future.

6. VETERANS' BOULEVARD COMMUNITY PROJECT/ L STREET RENAMING PRESENTATION

Councilmember Barbanica stated this item was brought to his attention by Veterans who had a project presentation prepared.

Barbara J. Brooks, Edgar Martinez, JR Wilson, Pat Jeremy representing VFW, Antwon Webster representing Antioch Veteran's Lyons Club, Donald Freitas representing Veteran's Boulevard Community Projects, and Audrey James representing American Legion, spoke in support of placing the Veterans' Blvd. community project and "L" Street renaming items on future agendas.

Council thanked the Veterans for their service.

Councilmember Torres-Walker suggested renaming “L” Street and Contra Loma Blvd., Veteran’s Blvd.

Following discussion, Council consensus supported bringing the Veteran’s Park proposal back as an agenda item. They also supported the renaming of “L” Street come back as a separate agenda item with a comprehensive discussion for street improvements throughout the community.

7. NAMING OF NEW STREETS IN DEVELOPMENTS AND NAMING A STREET THOMAS GAINES BOULEVARD

Councilmember Barbanica requested the renaming of “A” Street be brought back with a comprehensive approach to street naming throughout the community.

Edgar Martinez spoke in support of holding a future discussion for the renaming of “A” Street as Thomas Gaines Blvd. He requested the history of Thomas Gaines be provided for the public when this item is agendized. He encouraged the City to include improvements for the “A” street corridor with the renaming project.

Following discussion, Council consensus supported the renaming of “A” Street be included in a comprehensive discussion for street improvements throughout the community.

8. POLICY ON CENSURE OF CITY COUNCIL MEMBERS (TO INCLUDE REMOVAL FROM COMMISSIONS)

Councilmember Barbanica stated he requested this item because the City lacked any policy on the censure of City Council members.

Andrew Becker spoke in support of developing a policy to hold Council accountable.

Following discussion, this item lacked consensus to bring it back for discussion.

9. ADMINISTRATIVE ASSISTANTS FOR CITY COUNCIL MEMBERS

Councilmember Torres-Walker stated she requested this item because she felt Council needed the support. She noted it could be a shared or independent assistant.

Ralph Hernandez stated if this item moved forward, it should be filled by a volunteer.

Andrew Becker spoke in support of moving this item forward for Council consideration.

Following discussion, Council consensus supported bringing this item back for discussion during the budget process.

PUBLIC COMMENTS

Leslie May discussed the need to address mental health issues associated with the unhoused in Antioch. She reported the County was willing to work with the City to identify funding to address this issue.

Ralph Hernandez announced he would be releasing the details of two cases to the public on April 21, 2022, in Martinez. He spoke in support of the Antioch Police Department and increasing the number of sworn officers.

Ken Turnage discussed his removal from a previous Council meeting and urged Mayor Thorpe to apply the same criteria for all public speakers.

Edgar Martinez reported on his attendance at Mental Health Services Act meetings, and he invited the public to participate in future meetings. He spoke in support of the nonprofits that wished to remain in the Antioch Community Resource Center. He encouraged the City to hold quarterly special meetings.

Erica Raulston commended the Antioch Police Department for their professionalism during an incident involving a combative person who was involved in illegal activity.

Andrew Becker stated he believed it was a conflict of interest that a candidate for elected office was involved in the Celebrate Antioch Foundation hosting the Sesquicentennial events. He expressed concern that the official City of Antioch's page was attached to a post endorsing the candidate. He encouraged the City to submit a Project Homekey application by the May 2, 2022, deadline.

Frank Sterling spoke in support of an investigation of the Antioch Police Department (APD) regarding crimes of moral turpitude and discussed incidents he was involved in with them. He invited Council and staff to attend an event for people speaking out against the APD on April 30, 2022.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – None

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 8:22 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 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

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.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 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 May 10, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of May 10, 2022.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF APRIL 29 - MAY 12, 2022 FUND/CHECK#

100 General Fund

Non Departmental

00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,595.76
00400086	DELTA DENTAL	INSURANCE PREMIUM	42,576.70
00400133	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	4,647.50
00400155	PARS	PAYROLL	4,253.77
00400263	QUADIENT LEASING USA INC	POSTAGE	2,800.00
00400270	SERVICE PROS PLUMBERS INC	REFUND SMIP FEE	2.56
00400272	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	13,908.75
00400277	SUNRUN INSTALLATION SERVICES INC	REFUND CBSC FEE	17.87
00400278	SUNRUN INSTALLATION SERVICES INC	REFUND SMIP FEE	8.92
00942526	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,366.70

City Council

00400226	COSTCO	CLOSED SESSION MEAL	322.83
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City Attorney

00400062	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES	22,538.11
00400066	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	7,816.12
00400067	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	8,129.68
00400119	HANSON BRIDGETT LLP	LEGAL SERVICES	16,225.86
00400127	JACKSON LEWIS PC	LEGAL SERVICES	308.00
00942515	CANON FINANCIAL SERVICES	COPIER LEASE	124.21

City Manager

00400058	ANTIOCH HISTORICAL SOCIETY	PROFESSIONAL SERVICES	4,396.38
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	50.29
00400101	FEDEX	SHIPPING	404.77
00400104	FOCUS STRATEGIES	PROFESSIONAL SERVICES	12,003.75
00400226	COSTCO	VARIOUS BUSINESS EXPENSES	123.63
00400243	LEAGUE OF CALIF CITIES	CONFERENCE FEE	50.00
00942515	CANON FINANCIAL SERVICES	COPIER LEASE	124.22

City Clerk

00400097	EIDEN, KITTY J	PROFESSIONAL SERVICE	2,675.00
00400109	GARCIA, CHRISTINA L	EXPENSE REIMBURSEMENT	1,670.05
00400206	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,700.04

City Treasurer

00942520	PFM ASSET MANAGEMENT LLC	CONSULTING SERVICES	10,324.15
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Human Resources

00400063	AUSK, CHINH B	EXPENSE REIMBURSEMENT	45.28
00400254	OFFICE DEPOT INC	SUPPLIES	153.28

Economic Development

00400163	SAN FRANCISCO BUSINESS TIMES	ADVERTISING SERVICES	12,000.00
00400207	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	73.15
00400230	DUALHARE INC	PROFESSIONAL SERVICES	8,700.00
00400264	RAJPAL INC	FACADE PROGRAM REFUND	5,000.00

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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00400265	REED, KWAME P	TRAINING PER DIEM	185.00
00400271	SOMERSVILLE ROAD PROPERTIES LLC	FACADE IMPROVEMENT REFUND	10,000.00
00942515	CANON FINANCIAL SERVICES	COPIER LEASE	124.22
Finance Administration			
00400152	OFFICE DEPOT INC	SUPPLIES	80.21
00400254	OFFICE DEPOT INC	SUPPLIES	49.63
Finance Accounting			
00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	27.40
00942523	SUPERION LLC	PROFESSIONAL SERVICES	18,826.74
Finance Operations			
00400053	ACCOUNTEMPS	TEMP SERVICES	854.64
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	11.75
00400086	DELTA DENTAL	INSURANCE PREMIUM	64.40
00400175	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	19.52
00400254	OFFICE DEPOT INC	SUPPLIES	91.19
00400263	QUADIENT LEASING USA INC	PROTECTION FEE	118.05
00942521	RAY MORGAN COMPANY	SCANNER INSTALL	823.13
Non Departmental			
00400150	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	29,331.25
00400230	DUALHARE INC	PROFESSIONAL SERVICES	2,600.00
00400258	PARS	PAYROLL	2,140.00
00942513	AVENU	PROFESSIONAL SERVICES	1,000.00
Public Works Street Maintenance			
00301218	CALIFORNIA SHAKE AND SHINGLE	SUPPLIES	179.27
00400083	COUNTY ASPHALT	SUPPLIES	28,217.10
00400088	DELTA GRINDING CO INC	EQUIPMENT RENTAL	9,450.00
00400100	FASTENAL CO	SUPPLIES	127.39
00400152	OFFICE DEPOT INC	SUPPLIES	60.22
00400170	SYAR INDUSTRIES INC	SUPPLIES	1,151.41
00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	100.08
00400199	ANTIOCH ACE HARDWARE	SUPPLIES	72.55
00400200	ANTIOCH BUILDING MATERIALS	SUPPLIES	939.55
00400215	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	6,930.00
00400233	FASTENAL CO	SUPPLIES	15.62
00400240	INTERSTATE SALES	SUPPLIES	976.78
00400241	KELLY MOORE PAINT CO	SUPPLIES	189.31
00400246	LOWES COMPANIES INC	SUPPLIES	546.75
00400253	NEXTEL SPRINT	CELL PHONE	40.84
00400276	SUBURBAN PROPANE	SUPPLIES	675.47
00400284	VERIZON WIRELESS	DATA USAGE	51.63
00400287	ZUMAR INDUSTRIES INC	SUPPLIES	1,647.50

Finance Accounting
Prepared by: Michele Milo
5/19/2022

May 24, 2022

CITY OF
ANTIOCH
CALIFORNIA

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Public Works-Signal/Street Lights

00400081	CONTRA COSTA COUNTY	COUNTY TRAFFIC MAINT	25,224.87
00400085	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	4,126.25
00400228	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	21,255.87

Public Works-Facilities Maintenance

00400055	AMERICAN PLUMBING INC	SUPPLIES	218.75
00400057	ANTIOCH ACE HARDWARE	SUPPLIES	621.29
00400064	AUTOMATIC DOOR SYSTEMS INC	SERVICE	1,058.75
00400065	BELLINGHAM MARINE INDUSTRIES INC	REPAIRS	22,106.50
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	15.97
00400072	BRIGHT SECURITY INTEGRATIONS	SECURITY SERVICES	238.00
00400080	CONCORD GLASS INC	WINDOW REPLACEMENT	951.20
00400085	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	3,630.00
00400086	DELTA DENTAL	INSURANCE PREMIUM	172.84
00400124	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	6,369.71
00400138	LOWES COMPANIES INC	SUPPLIES	127.75
00400164	SHELTERWERK	PROFESSIONAL SERVICES	4,368.13
00400208	BAY ALARM COMPANY	ALARM SERVICE	65.00
00400214	BRIGHT SECURITY INTEGRATIONS	SECURITY SERVICE	238.00
00400228	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	5,082.50
00400246	LOWES COMPANIES INC	OVERPAYMENT CREDIT	59.69
00400256	OUTDOOR CREATIONS INC	SUPPLIES	8,341.00
00400268	ROBINS LOCK AND KEY	LOCKSMITH SERVICE	786.62
00400284	VERIZON WIRELESS	DATA USAGE	51.63

Public Works-Parks Maint

00400055	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	395.00
00400138	LOWES COMPANIES INC	SUPPLIES	207.48
00400152	OFFICE DEPOT INC	SUPPLIES	128.66
00400168	STEWARTS TREE SERVICE INC	TREE SERVICE	180.00
00400187	WATERSAVERS IRRIGATION	SUPPLIES	327.44
00400195	ALTA FENCE	DOOR REPAIR	1,895.00
00400199	ANTIOCH ACE HARDWARE	SUPPLIES	5.92
00400228	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	1,177.50
00400246	LOWES COMPANIES INC	SUPPLIES	58.90
00400254	OFFICE DEPOT INC	SUPPLIES	81.69
00400267	ROBERTSON INDUSTRIES INC	PLAYGROUND REPAIRS	3,491.00
00400274	STEWARTS TREE SERVICE INC	TREE SERVICE	3,175.00
00400282	TRAYA, DEREK T	EXPENSE REIMBURSEMENT	65.15
00942522	SITEONE LANDSCAPE SUPPLY	SUPPLIES	69.92
00942535	SITEONE LANDSCAPE SUPPLY	SUPPLIES	2,348.54

Public Works-Median/General Land

00400057	ANTIOCH ACE HARDWARE	SUPPLIES	30.80
00400159	RECOLOGY BLOSSOM VALLEY	SUPPLIES	4,649.02

Finance Accounting
Prepared by: Michele Milo
5/19/2022

May 24, 2022

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF APRIL 29 - MAY 12, 2022 FUND/CHECK#

00400192	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,304.00
00400246	LOWES COMPANIES INC	SUPPLIES	90.61
00942535	SITEONE LANDSCAPE SUPPLY	SUPPLIES	595.83
PW-Work Alternative-Strt Maint			
00400253	NEXTEL SPRINT	CELL PHONE	47.70
Police Administration			
00301176	CITY OF ANTIOCH	PETTY CASH REIMBURSEMENT	31.50
00400101	FEDEX	SHIPPING	28.70
00400102	FERNANDES AUTO WRECKING & TOW	TOW SERVICE	1,500.00
00400108	GALLS LLC	UNIFORMS	842.08
00400152	OFFICE DEPOT INC	SUPPLIES	2,154.06
00400162	SAFFOLD, DARRYL	TRAINING PER DIEM	138.00
00400165	SHRED IT INC	SHRED SERVICES	1,569.45
00400182	VIGIL JR, JOSEPH	TRAINING PER DIEM	345.00
00400193	ALAMEDA COUNTY	TRAINING	2,094.00
00400205	AT AND T MOBILITY	CELL PHONE	7,143.34
00400224	CONTRA COSTA COUNTY	TRAINING	370.00
00400225	CONTRA COSTA FIRE EQUIPMENT	SUPPLIES	663.32
00400227	CRYSTAL CLEAR LOGOS INC	UNIFORMS	623.07
00400230	DUALHARE INC	PROFESSIONAL SERVICES	800.00
00400236	GALLS LLC	UNIFORMS	2,077.04
00400252	NET TRANSCRIPTS	PROFESSIONAL SERVICES	57.53
00400254	OFFICE DEPOT INC	SUPPLIES	1,409.04
00400262	PRI MANAGEMENT GROUP INC	TRAVEL EXPENSES	3,224.74
00942527	CANON FINANCIAL SERVICES	INSTALLATION SERVICES	1,915.55
00942530	IMAGE SALES INC	ID CARDS	75.16
00942532	MOBILE MINI LLC	EVIDENCE STORAGE	173.25
Police Community Policing			
00400061	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	1,162.50
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	108.08
00400071	BLUMBERG, FREDRICK C.	EXPENSE REIMBURSEMENT	23.00
00400086	DELTA DENTAL	INSURANCE PREMIUM	56.68
00400096	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	23.00
00400113	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	32.89
00400125	HUNT AND SONS INC	FUEL	440.49
00400161	ROSE, BRIAN C	EXPENSE REIMBURSEMENT	87.77
00400202	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	172.50
Police Investigations			
00400130	RETIREE	ADVANCED DISABILITY	5,153.50
00400204	AT AND T MCI	CELL ANALYSIS	1,445.00
00400217	CITY OF OAKLEY	EVIDENCE PROCESSING	7,772.35
00400279	T MOBILE USA INC	CELL ANALYSIS	5,100.00
Police Special Operations Unit			
00400093	EAN SERVICES LLC	RENTAL VEHICLE	6,334.99

Finance Accounting
Prepared by: Michele Milo
5/19/2022

May 24, 2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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Police Communications

00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	7.11
00400197	AMERICAN TOWER CORPORATION	TOWER FEES	253.96
00400219	COMCAST	CONNECTION SERVICE	3,297.01
00400220	COMCAST	CABLE	145.63
00400250	MOTOROLA SOLUTIONS INC	PROFESSIONAL SERVICE	194,890.76

Police Facilities Maintenance

00400072	BRIGHT SECURITY INTEGRATIONS	SECURITY SERVICE	10,957.82
00400198	AMS DOT NET INC	PROFESSIONAL SERVICES	1,607.27
00400214	BRIGHT SECURITY INTEGRATIONS	SECURITY SERVICE	10,967.82

Youth Network Services

00400203	ASPIRE YOUTH PROGRAMS	EDUCATION PROGRAM	15,000.00
00400207	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.53
00400230	DUALHARE INC	PROFESSIONAL SERVICES	600.00
00942515	CANON FINANCIAL SERVICES	COPIER LEASE	204.13

Community Development Land Planning Services

00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	81.06
00400086	DELTA DENTAL	INSURANCE PREMIUM	518.52
00400097	EIDEN, KITTY J	PROFESSIONAL SERVICES	225.00
00400234	FEDEX	SHIPPING	38.01
00400260	PLACEWORKS INC	CONSULTING SERVICES	6,931.25

CD Code Enforcement

00206956	TWIN CREEKS A K F LLC	REFUND PAYMENT	43.00
00400216	CACEO	APPLICATION FEE	427.00
00400253	NEXTEL SPRINT	CELL PHONE	1,584.13
00400283	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27

PW Engineer Land Development

00400253	NEXTEL SPRINT	CELL PHONE	871.66
00400284	VERIZON WIRELESS	DATA USAGE	51.63
00942536	TESTING ENGINEERS INC	TESTING SERVICES	8,926.00

Community Development Building Inspection

00400052	4LEAF INC	CONSULTING SERVICES	169,317.76
00400174	TYLER TECHNOLOGIES INC	CONSULTING SERVICES	2,289.38
00400189	4LEAF INC	CONSULTING SERVICES	43,996.00
00400253	NEXTEL SPRINT	CELL PHONE	321.36
00400254	OFFICE DEPOT INC	SUPPLIES	239.57
00400270	SERVICE PROS PLUMBERS INC	INSPECTION FEE REFUND	250.10
00400277	SUNRUN INSTALLATION SERVICES INC	INSPECTION FEE REFUND	2,021.28
00400278	SUNRUN INSTALLATION SERVICES INC	BLDG PERMIT FEE REFUND	534.22

Capital Imp. Administration

00400152	OFFICE DEPOT INC	SUPPLIES	69.13
00400253	NEXTEL SPRINT	CELL PHONE	353.29

CITY OF
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213 Gas Tax Fund

Streets

00400099	EVERDE GROWERS	SUPPLIES	1,878.69
00942525	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	841.08

214 Animal Services Fund

Animal Services

00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	14.13
00400095	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICE	261.00
00400123	HILLS PET NUTRITION	SUPPLIES	208.35
00400132	KOEFRAN SERVICES INC	MONTHLY SERVICE	1,850.00

219 Recreation Fund

Non Departmental

00400115	GUERRERO, QUINTON	DEPOSIT REFUNDS	1,000.00
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Senior Programs

Recreation Sports Programs

00400178	US FOODSERVICE INC	SUPPLIES	147.58
00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	121.02
00400222	CONCORD SOFTBALL UMPIRES	PROFESSIONAL SERVICES	560.00
00942528	COMPUTERLAND	SUPPLIES	230.76

Recreation-Comm Center

00400079	COLE SUPPLY CO INC	SUPPLIES	40.96
00400124	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	461.12
00400138	LOWES COMPANIES INC	SUPPLIES	119.48
00400152	OFFICE DEPOT INC	SUPPLIES	8.47
00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	93.05
00400211	BE EXCEPTIONAL	CONTRACTOR PAYMENT	835.20
00400218	COLE SUPPLY CO INC	SUPPLIES	898.19
00400219	COMCAST	INTERNET SERVICES	50.01
00400248	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,464.00
00400254	OFFICE DEPOT INC	SUPPLIES	10.79
00400263	QUADIENT LEASING USA INC	EQUIPMENT	265.62
00942528	COMPUTERLAND	SUPPLIES	230.77

Recreation Water Park

00400124	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICE	1,686.96
00400131	KNORR SYSTEMS INC	CHEMICALS	1,566.36
00400135	LESLIES POOL SUPPLIES	SUPPLIES	3,731.49
00400137	LINCOLN EQUIPMENT INC	SUPPLIES	673.71
00400166	SPINITAR	SUPPLIES	5,893.96
00400213	BRENTWOOD PRESS AND PUBLISHING	BRENTWOOD PRESS	629.00
00400218	COLE SUPPLY CO INC	SUPPLIES	1,573.19
00400221	COMMERCIAL POOL SYSTEMS INC	TANK RENTAL	69.14
00400242	KNORR SYSTEMS INC	CHEMICALS	911.48
00400246	LOWES COMPANIES INC	SUPPLIES	117.67

CITY OF
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00400253	NEXTEL SPRINT	CELL PHONE	47.70
00942529	GRAINGER INC	SUPPLIES	3,296.42
220	Traffic Signalization Fund		
Traffic Signals			
00400085	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	235.50
226	Solid Waste Reduction Fund		
Solid Waste Used Oil			
00400223	CONTRA COSTA CO PUBLIC WORKS	EDUCATIONAL PRESENTATION	5,000.00
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00400054	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,960.00
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	7.98
00400146	MJH EXCAVATING INC	LANDSCAPE SERVICES	4,362.50
00400192	AL FRESCO LANDSCAPING INC	PROFESSIONAL SERVICES	5,400.00
00400249	MJH EXCAVATING INC	LANDSCAPE SERVICES	870.00
00400253	NEXTEL SPRINT	CELL PHONE	47.70
00400259	PEPPER INVESTMENTS INC	PEST CONTROL	1,050.00
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00400099	EVERDE GROWERS	SUPPLIES	2,124.20
00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	178.30
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	178.30
Lonetree Maintenance Zone 4			
00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	285.28
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	285.28
252	Downtown SLLMD Fund		
Downtown Maintenance			
00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	178.30
00400254	OFFICE DEPOT INC	SUPPLIES	338.15
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	178.30
253	Almondridge SLLMD Fund		
Almondridge Maintenance			
00400191	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,760.00
00400192	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,456.00
00942522	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	2,962.31
254	Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1			
00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	463.58
00400192	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	1,152.00
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	463.58
Hillcrest Maintenance Zone 2			
00400168	STEWARTS TREE SERVICE INC	TREE SERVICE	765.00
00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	634.75
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	634.75

Finance Accounting
Prepared by: Michele Milo
5/19/2022

May 24, 2022

CITY OF
ANTIOCH
CALIFORNIA

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Hillcrest Maintenance Zone 4

00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	356.60
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	356.60

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	463.58
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	463.58

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7.13
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7.13

Citywide 2A Maintenance Zone 4

00400168	STEWARTS TREE SERVICE INC	TREE SERVICE	487.50
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Citywide 2A Maintenance Zone 6

00400168	STEWARTS TREE SERVICE INC	TREE SERVICE	650.00
00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.92
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.92

Citywide 2A Maintenance Zone 8

00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	35.66
00400192	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,456.00
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	35.66

Citywide 2A Maintenance Zone 9

00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	106.98
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	106.98

Citywide 2A Maintenance Zone10

00400159	RECOLOGY BLOSSOM VALLEY	SUPPLIES	9,298.04
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257 SLLMD Administration Fund

SLLMD Administration

00400168	STEWARTS TREE SERVICE INC	TREE SERVICE	1,800.00
00400171	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.76
00400246	LOWES COMPANIES INC	SUPPLIES	35.43
00400280	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.76

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00400159	RECOLOGY BLOSSOM VALLEY	SUPPLIES	2,359.63
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311 Capital Improvement Fund

Parks & Open Space

00400194	ALLSTEEL INC	FURNITURE	2,563.58
00400269	SAM CLAR OFFICE FURNITURE	FURNITURE INSTALLATION	17,267.66
00942538	THE GUNLOCKE COMPANY LLC	FURNITURE	20,323.53

319 Residential Dev Alloc Fund

Non Departmental

00400166	SPINITAR	SUPPLIES	1,804.01
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Finance Accounting
Prepared by: Michele Milo
5/19/2022

May 24, 2022

CITY OF
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570 Equipment Maintenance Fund

Non Departmental

00400125	HUNT AND SONS INC	FUEL	27,716.65
00400239	HUNT AND SONS INC	FUEL	37,698.44

Equipment Maintenance

00400057	ANTIOCH ACE HARDWARE	SUPPLIES	10.45
00400068	BILL BRANDT FORD	SUPPLIES	51.93
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	63.08
00400077	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	177.50
00400086	DELTA DENTAL	INSURANCE PREMIUM	361.08
00400094	EAST BAY TIRE CO	TIRES	50.50
00400136	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,291.17
00400153	OREILLY AUTO PARTS	SUPPLIES	1,348.41
00400172	TRED SHED, THE	SUPPLIES	4,479.95
00400175	UNITED PARCEL SERVICE	SHIPPING	67.60
00400185	WALNUT CREEK FORD	SUPPLIES	1,083.58
00400231	EAST BAY TIRE CO	SUPPLIES	2,120.03
00400245	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	980.01
00400255	OREILLY AUTO PARTS	SUPPLIES	946.24
00400275	STOMMEL INC	SUPPLIES	1,553.40
00400285	WALNUT CREEK FORD	SUPPLIES	1,177.51
00942533	PETERSON TRACTOR CO	SUPPLIES	2,430.14

573 Information Services Fund

Non Departmental

00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,294.39
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Network Support & PCs

00400235	FRESHWORKS INC	ANNUAL SUBSCRIPTION	4,272.00
00942528	COMPUTERLAND	SUPPLIES	947.13

GIS Support Services

00400098	ESRI INC	PROFESSIONAL SERVICES	18,750.00
00400254	OFFICE DEPOT INC	SUPPLIES	497.27
00400284	VERIZON WIRELESS	DATA USAGE	51.63

Office Equipment Replacement

00942516	DELL COMPUTER CORP	SUPPLIES	2,994.47
00942528	COMPUTERLAND	SUPPLIES	531.73

577 Post Retirement Medical-Police Fund

Non Departmental

00400069	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00400074	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00400110	RETIREE	MEDICAL AFTER RETIREMENT	1,222.30
00400120	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00400134	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00400141	RETIREE	MEDICAL AFTER RETIREMENT	708.06

Finance Accounting

Prepared by: Michele Milo

5/19/2022

May 24, 2022

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00400142	RETIREE	MEDICAL AFTER RETIREMENT	126.75
00400143	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00400148	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00400156	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00400169	RETIREE	MEDICAL AFTER RETIREMENT	71.30
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00400076	RETIREE	MEDICAL AFTER RETIREMENT	79.00
00400090	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00400105	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00400107	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00400111	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00400118	RETIREE	MEDICAL AFTER RETIREMENT	324.48
00400139	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00400158	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00400181	RETIREE	MEDICAL AFTER RETIREMENT	100.00
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00400073	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00400078	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00400106	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00400114	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00400121	RETIREE	MEDICAL AFTER RETIREMENT	244.12
00400122	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00400145	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00400147	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00400180	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00400184	RETIREE	MEDICAL AFTER RETIREMENT	560.38
611	Water Fund		
Non Departmental			
00400056	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	1,685.76
00400079	COLE SUPPLY CO INC	SUPPLIES	1,399.13
00400100	FASTENAL CO	SUPPLIES	2,304.75
00400152	OFFICE DEPOT INC	SUPPLIES	26.50
00400209	BAY AREA BARRICADE	SUPPLIES	3,242.56
00400212	BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	408.01
00400245	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	3,290.85
00400266	ROBERTS AND BRUNE CO	SUPPLIES	598.86
00942517	GRAINGER INC	SUPPLIES	356.92
Water Supervision			
00400151	NGUYEN, PHONG D	WATER REFUND REPLACEMENT	1,180.45
00400183	WALKER, BRIANNE	REPLACEMENT CHECK	145.46
00400253	NEXTEL SPRINT	CELL PHONE	61.25
00400284	VERIZON WIRELESS	DATA USAGE	195.21

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Water Production

00400059	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	78.13
00400060	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	78.13
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	63.88
00400082	CONTRA COSTA WATER DISTRICT	RAW WATER	1,052,875.98
00400084	CRYSTAL CLEAR LOGOS INC	UNIFORMS	242.22
00400085	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	5,149.00
00400089	DEPARTMENT OF WATER RESOURCES	DAM FEES	9,681.00
00400103	FINBERG FENCING INC	FENCE REPAIR	325.00
00400112	GRAPHIC CONTROLS LLC	SUPPLIES	1,126.20
00400116	HACH CO	SUPPLIES	147.68
00400117	HAGGARD, WILLIAM T	EXPENSE REIMBURSEMENT	60.00
00400128	JOHNSON, GAVIN LEE	EXPENSE REIMBURSEMENT	415.00
00400129	KARL NEEDHAM ENTERPRISES INC	PROFESSIONAL SERVICE	33,951.09
00400136	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,046.04
00400140	MANERI SIGN COMPANY	SUPPLIES	279.38
00400157	POLYDYNE INC	CHEMICALS	6,903.68
00400176	UNIVAR SOLUTIONS USA INC	CHEMICALS	7,144.32
00400177	US BANK	SUPPLIES	169.08
00400179	USA BLUEBOOK	PROFESSIONAL SERVICES	186.44
00400186	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	3,350.00
00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	101.57
00400199	ANTIOCH ACE HARDWARE	SUPPLIES	124.97
00400201	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	78.13
00400238	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	1,088.00
00400245	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,330.01
00400247	M AND L OVERHEAD DOORS	PROFESSIONAL SERVICES	974.54
00400253	NEXTEL SPRINT	CELL PHONE	47.70
00400257	PACE SUPPLY CORP	SUPPLIES	54.26
00400268	ROBINS LOCK AND KEY	LOCKSMITH SERVICE	240.92
00400281	TESCO CONTROLS INC	PROFESSIONAL SERVICES	6,500.00
00400284	VERIZON WIRELESS	DATA USAGE	123.58
00942517	GRAINGER INC	SUPPLIES	388.72
00942519	PETERSON TRACTOR CO	EQUIPMENT RENTAL	1,747.49
00942524	THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	9,180.99
00942529	GRAINGER INC	SUPPLIES	57.90
00942537	THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	11,050.98
00942539	VINCENT ELECTRIC MOTOR CO	SUPPLIES	6,986.58

Water Distribution

00400057	ANTIOCH ACE HARDWARE	SUPPLIES	17.36
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	157.08
00400086	DELTA DENTAL	INSURANCE PREMIUM	335.16
00400087	DELTA DIABLO	RECYCLED WATER	8,664.28

Finance Accounting
Prepared by: Michele Milo
5/19/2022

May 24, 2022

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00400091	DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	750.00
00400138	LOWES COMPANIES INC	SUPPLIES	398.96
00400154	PACE SUPPLY CORP	SUPPLIES	2,494.93
00400160	ROBERTS AND BRUNE CO	SUPPLIES	682.95
00400175	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	84.24
00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	208.21
00400199	ANTIOCH ACE HARDWARE	SUPPLIES	73.07
00400219	COMCAST	INTERNET SERVICE	1,016.33
00400232	EWING IRRIGATION PRODUCTS	SUPPLIES	449.72
00400251	NATEC INTERNATIONAL INC	TRAINING	125.00
00400253	NEXTEL SPRINT	CELL PHONE	262.90
00400254	OFFICE DEPOT INC	SUPPLIES	90.28
00400257	PACE SUPPLY CORP	SUPPLIES	4,016.08
00400266	ROBERTS AND BRUNE CO	SUPPLIES	3,486.14
00400273	SWRCB	TRAINING	80.00
00400284	VERIZON WIRELESS	DATA USAGE	989.79
00942514	BADGER METER INC	METER PARTS	30,823.48
00942518	INFOSEND INC	PROFESSIONAL SERVICES	2,244.42
00942529	GRAINGER INC	SUPPLIES	1,243.04
00942531	INFOSEND INC	PROFESSIONAL SERVICES	5,093.78
Public Buildings & Facilities			
00400075	CDM SMITH INC	CONSULTING SERVICES	248,551.25
00400149	MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	510.00
00400237	HB CONSULTING GROUP INC	CONSULTING SERVICES	11,210.00
00942534	SHIMMICK CONSTRUCTION INC	PROFESSIONAL SERVICES	2,109,643.70
621	Sewer Fund		
Non Departmental			
00207007	CWEA SFBS	TRAINING	80.00
Swr-Wastewater Administration			
00207007	CWEA SFBS	TRAINING	16.00
00400057	ANTIOCH ACE HARDWARE	SUPPLIES	59.24
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	252.14
00400086	DELTA DENTAL	INSURANCE PREMIUM	620.66
00400091	DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	1,120.00
00400126	JACK DOHENY SUPPLIES INC	LABOR	729.17
00400152	OFFICE DEPOT INC	SUPPLIES	58.98
00400173	TRENCH PLATE RENTAL CO INC	SUPPLIES	10,702.87
00400188	WESTERN PACIFIC TRUCK SCHOOL	TRAINING	4,995.00
00400190	ADVANCED TRENCHLESS INC	SEWER REPAIR	23,436.00
00400196	AMAZON CAPITAL SERVICES INC	SUPPLIES	119.46
00400210	BAY CITIES PYROTECTOR	TESTING SERVICES	730.00
00400219	COMCAST	INTERNET SERVICE	1,016.33
00400228	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	319.00
00400229	DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	297.00

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00400244	LEWIS IV, JASON F	SUPPLIES	35.78
00400246	LOWES COMPANIES INC	SUPPLIES	385.39
00400251	NATEC INTERNATIONAL INC	TRAINING	375.00
00400253	NEXTEL SPRINT	CELL PHONE	108.95
00400254	OFFICE DEPOT INC	SUPPLIES	160.97
00400261	PONDER ENVIRONMENTAL SERVICES	HAULING SERVICE	3,386.44
00400284	VERIZON WIRELESS	DATA USAGE	1,028.22
00400286	WECO INDUSTRIES INC	SUPPLIES	7,530.45
00942518	INFOSEND INC	PROFESSIONAL SERVICES	2,244.41
00942529	GRAINGER INC	SUPPLIES	69.39
00942531	INFOSEND INC	PROFESSIONAL SERVICES	5,093.78
631	Marina Fund		
Marina Administration			
00400070	BLUE SHIELD LIFE	INSURANCE PREMIUM	129.87
00400079	COLE SUPPLY CO INC	SUPPLIES	218.25
00400086	DELTA DENTAL	INSURANCE PREMIUM	518.52
00400092	DOCKWA	SOFTWARE SUBSCRIPTION	8,000.00
00400138	LOWES COMPANIES INC	SUPPLIES	660.11
00400167	STEPHANIES AUTO CLEARANCE	PROFESSIONAL SERVICES	330.00
00400212	BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	65.50
00400246	LOWES COMPANIES INC	SUPPLIES	111.32



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Second Reading: Ordinance Creating the Antioch Police Oversight Commission

RECOMMENDED ACTION

It is recommended that the City Council adopt 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 citizen 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

4-3.101	CREATED.
4-3.102	PURPOSE.
4-3.103	MEMBERSHIP AND APPOINTMENT.
4-3.104	TERMS OF OFFICE AND REMOVAL FROM OFFICE.
4-3.105	OFFICERS.
4-3.106	MEETINGS.
4-3.107	NO COMPENSATION.
4-3.108	BUDGET.

- 4-3.109 TRAINING.
- 4-3.110 POWERS AND DUTIES.
- 4-3.111 PUBLIC REPORTS.
- 4-3.112 REQUIREMENT OF COOPERATION BY THE ANTIOCH POLICE DEPARTMENT AND ALL OTHER CITY EMPLOYEES AND OFFICIALS WITH THE POLICE COMMISSION.

§ 4-3.101 CREATED.

There is hereby created an Antioch Police Oversight Commission (hereinafter referred to as the "Police Commission").

§ 4-3.102 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 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.

§ 4-3.103 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 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.

§ 4-3.104 TERMS OF OFFICE AND REMOVAL FROM OFFICE.

(A) The terms of office for all members of the Police Commission shall be three years, but 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 31, but each member shall serve until his or her successor is duly appointed and qualified.

(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.

(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 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) 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.

§ 4-3.105 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.

§ 4-3.106 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 citizens 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.

§ 4-3.107 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.

§ 4-3.108 BUDGET.

The City shall provide the Police Commission with funding for general operating expenses, training, and continuing education for all Police Commissioners.

§ 4-3.109 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, 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.

§ 4-3.110 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, §§ 3300 et seq.), Government Code section 38630, Government Code section 37104, Penal Code section 832.7, and all other applicable state and federal law:

ATTACHMENT A

(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) 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 advise 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.

(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 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.

§ 4-3.111 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 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 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 24, 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 – Second Reading

RECOMMENDED ACTION

It is recommended that the City Council adopt the ordinance establishing a Military Equipment Policy pursuant to Assembly Bill 481 ("Attachment A").

DISCUSSION

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the May 10, 2022, City Council hearing. The second reading will finalize the adoption of the ordinance.

ATTACHMENT

A. Ordinance adopting a Military Equipment Policy in accordance with Assembly Bill 481

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 10th day of May 2022, by the following vote:

* * * * *

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Lamar Thorpe, Mayor of the City of Antioch

ATTEST:

Elizabeth Householder
City Clerk of the City of Antioch

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 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: Second Reading of 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 adopt the Ordinance 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).

DISCUSSION

The adoption of the Ordinance requires two separate readings. The subject Ordinance was introduced at the May 10, 2022, City Council meeting. This second reading will finalize the adoption of this Ordinance which will become effective thirty days following action taken.

ATTACHMENTS

A. Ordinance

ATTACHMENT "A"

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.

ORDINANCE NO. **-C-S

May 24, 2022

Page 2

SECTION 2. Amendment. Section 4-5.411.1(C) of the Antioch Municipal Code is hereby added to read in full as follows:

(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 24, 2022

Page 3

I HEREBY CERTIFY that the foregoing resolution was introduced at a regular meeting of the City Council held on the 24th 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 24th 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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

SUBJECT: Resolution Establishing the Appropriations Limit for the 2022-23 Fiscal Year

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution selecting the California per capita personal income cost of living growth factor for Fiscal Year 2022-23, selecting the population percent change certified by the State Department of Finance for Fiscal Year 2022-23, and establishing the appropriations limit for the 2022-23 Fiscal Year as \$164,309,832.

FISCAL IMPACT

The attached resolution establishes a maximum limitation of appropriations of \$164,309,832 for the 2022-23 fiscal year, which the City cannot exceed. This does not mean the City has revenue sources to meet such a level of appropriation. The City's 2022-23 General Fund budget appropriations are approximately \$70.9M below this legal limit.

DISCUSSION

The passage of Proposition 4 in November 1979 amended the California Constitution and set appropriations limits for cities. The State-implemented legislation requires cities to annually adopt a resolution establishing the appropriations limit on spending by cities of funds from proceeds of taxes.

Analysis

Statistical information for calculating the City of Antioch's appropriation limit is as follows:

2021-22 Appropriations Limit - \$152,860,575

Per Capita Personal Income Cost of Living Growth Factor - percent increase over previous year – 7.55%

Population Change - percent increase from previous year - -0.06%

Based on the above statistics, the City of Antioch's appropriations limit for 2022-23 is \$164,309,832.

Attachment B provides calculations for current and previous years.

ATTACHMENTS

- A.** Resolution Setting the Appropriations Limit for the 2022-23 Fiscal Year
- B.** Calculations for Current and Previous Years
- C.** Letter from the State Department of Finance dated May 2022

ATTACHMENT A

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH SETTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23 AND SELECTING THE CALIFORNIA PER CAPITA PERSONAL INCOME AND THE STATE DEPARTMENT OF FINANCE POPULATION GROWTH FACTORS FOR FISCAL YEAR 2022-23

WHEREAS, Article XIII B of the California Constitution ("Proposition 4") establishes expenditure limits for cities;

WHEREAS, State implementing legislation requires cities to annually adopt a resolution establishing its appropriations limit for the following fiscal year;

WHEREAS, the Director of Finance has made the calculations specified in said law, and concludes that the 2022-23 appropriations limit is the sum of \$164,309,832; and

WHEREAS, pursuant to said law, this agenda item has been made available to the public for two weeks prior to the date of adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby selects the California per capita personal income cost of living growth factor of 7.55 percent for Fiscal Year 2022-23, selects the population percent change of -0.06 percent certified by the State Department of Finance for Fiscal Year 2022-23, and establishes the appropriations limit for the Fiscal Year 2022-23 as \$164,309,832.

* * * * *

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 24th day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**CITY OF ANTIOCH
APPROPRIATION LIMIT
APPLICATION OF REVISED RATES**

ATTACHMENT B

Base Year = 1986/87 - \$20,840,418

<u>Year</u>	<u>New Rate</u>		<u>Calculated Limit</u>		<u>Year</u>	<u>New Rate</u>		<u>Calculated Limit</u>
97/98	1.0467				2010/11	0.9746		
	<u>1.0214</u> x	45,938,248 =	49,112,581			<u>1.0128</u>	94,979,598 =	93,754,361
	1.0691					0.9871		
98/99	1.0415				2011/12	1.0251		
	<u>1.0267</u> x	49,112,581 =	52,516,083			<u>1.0081</u> x	93,754,361 =	96,885,757
	1.0693					1.0334		
99/00	1.0453				2012/13	1.0377		
	<u>1.0218</u> x	52,516,083 =	56,092,428			<u>1.0075</u> x	96,885,757 =	101,294,059
	1.0681					1.0455		
2000/01	1.0491				2013/14	1.0512		
	<u>1.0269</u> x	56,092,428 =	60,428,373			<u>1.0112</u> x	101,294,059 =	107,675,585
	1.0773					1.0630		
2001/02	1.0782				2014/15	0.9977		
	<u>1.0280</u> x	60,428,373 =	66,978,809			<u>1.0112</u> x	107,675,585 =	108,633,898
	1.1084					1.0089		
2002/03	0.9873				2015/16	1.0382		
	<u>1.0384</u> x	66,978,809 =	68,666,675			<u>1.0151</u> x	108,633,898 =	114,489,265
	1.0252					1.0539		
2003/04	1.0231				2016/17	1.0537		
	<u>1.0276</u> x	68,666,675 =	72,189,275			<u>1.0089</u> x	114,489,265 =	121,713,538
	1.0513					1.0631		
2004/05	1.0328				2017/18	1.0369		
	<u>1.0154</u> x	72,189,275 =	75,704,893			<u>1.0066</u> x	121,713,538 =	127,032,420
	1.0487					1.0437		
2005/06	1.0526				2018/19	1.0367		
	<u>0.9995</u> x	75,704,893 =	79,649,118			<u>1.0070</u> x	127,032,420 =	132,621,846
	1.0521					1.0440		
2006/07	1.0396				2019/20	1.0385		
	<u>1.03</u> x	79,649,118 =	85,288,276			<u>1.0056</u> x	132,621,846 =	138,496,994
	1.07079					1.0443		
2007/08	1.0442				2020/21	1.0373		
	<u>0.9999</u> x	85,288,276 =	89,049,489			<u>1.0009</u> x	138,496,994 =	143,787,579
	1.0441					1.0382		
2008/09	1.0429				2021/22	1.0573		
	<u>1.0068</u> x	89,049,489 =	93,493,058			<u>1.0055</u> x	143,787,579 =	152,860,575
	1.0499					1.0631		
2009/10	1.0062				2022/23	1.0755		
	<u>1.0096</u> x	93,493,058 =	94,979,598			<u>0.9994</u> x	152,860,575 =	164,309,832
	1.0159					1.0749		

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

May 2022

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2021-2022	1-1-21	1-1-22	1-1-2022
Contra Costa				
Antioch	-0.06	115,142	115,074	115,074
Brentwood	0.18	64,224	64,342	64,342
Clayton	-0.92	10,964	10,863	10,863
Concord	-0.90	124,755	123,634	123,634
Danville	-0.05	43,373	43,352	43,352
El Cerrito	-0.08	25,671	25,650	25,650
Hercules	-1.01	26,357	26,091	26,091
Lafayette	-0.61	25,217	25,064	25,064
Martinez	-0.77	37,195	36,908	36,908
Moraga	-0.59	17,206	17,105	17,105
Oakley	2.08	43,627	44,533	44,533
Orinda	-0.09	19,496	19,478	19,478
Pinole	-1.01	18,819	18,628	18,628
Pittsburg	-0.83	75,788	75,156	75,156
Pleasant Hill	-0.90	34,335	34,026	34,026
Richmond	-0.13	114,643	114,489	114,489
San Pablo	-0.89	31,793	31,510	31,510
San Ramon	-0.48	84,226	83,820	83,820
Walnut Creek	-0.96	70,566	69,891	69,891
Unincorporated	-0.55	177,843	176,857	176,941
County Total	-0.41	1,161,240	1,156,471	1,156,555

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

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

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 26th day of April, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:


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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Approval to Receive Funding through the California Natural Resource Agency (CNRA) for the Nick Rodriguez Community Center Rehabilitation Project in the amount of \$2,200,000

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution authorizing the filing of a project application through the California Natural Resources Agency (CRNA) for the rehabilitation of the Nick Rodriguez Community Center.

FISCAL IMPACT

The grant allocation for the City of Antioch for the rehabilitation of the Nick Rodriguez Community Center is \$2,200,000. The City will be eligible to receive these funds once the project begins and expenses are reported. Funds must be expended by March 2026.

DISCUSSION

In May 2021, the office of State Senator Steve Glazer informed the City of Antioch of a potential funding opportunity via a State General Fund allocation. The funding would help to accomplish a community project that would benefit the Antioch community and its residents. Staff subsequently prepared a proposal for approximately \$2M in funding to address rehabilitation of the Nick Rodriguez Community Center. The proposal includes an overall refresh of the space, upgrades to ensure ADA compliance, repairs to infrastructure, and interior design changes that would allow for a more effective use of space.

In July 2021, staff were informed that the project was approved and that a total of \$2,200,000 was awarded for the project. The funding was appropriated by the State Legislature in Senate Bill 129, Chapter 69 (Control Section 19.56 Enacted Budget), which was approved by Governor Newsom on July 12, 2021.

The funding is managed by the California Natural Resources Agency (CNRA). Funds will not be dispersed until there is a fully executed Grant Agreement between CNRA and the City of Antioch. Before an agreement can be developed, the City must complete

K

Agenda Item #

and submit a Project Information Package to CNRA. Part of the package must include the attached authorizing resolution from the City Council.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR THE
NICK RODRIGUEZ REHABILITATION PROJECT**

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above;

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures;

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS, the Grantee will enter into an agreement with the State of California for the above project.

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

1. Approves the acceptance of a general fund allocation for local assistance for the above project(s);
2. Certifies that said agency understands the assurances and certification in the Project Information Form;
3. Certifies that said agency will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements of the Grant Agreement or will secure the resources to do so; and
4. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.
5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.
6. Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide; and

RESOLUTION NO. 2022/**

May 24, 2022

Page 2

7. Appoints the Parks and Recreation Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

* * * * *

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 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Zachary Hylton, Acting Water Treatment Superintendent

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

SUBJECT: Annual Water Treatment Chemicals Purchase

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the joint agency cooperative purchase agreement for Water Treatment Plant chemicals for the period of July 1, 2022 through June 30, 2023, in the total amount not to exceed \$1,121,629; and
2. Authorizing the City Manager to execute the cooperative purchase agreement.

FISCAL IMPACT

Funding for this annual expenditure is allocated in the Water Enterprise Fund fiscal year 2022/23 budget, in an amount not to exceed \$1,121,629.

DISCUSSION

The City of Antioch is a member of the Bay Area Chemical Consortium ("BACC") consisting of Antioch, Pittsburg, Martinez, and Diablo Water District. The BACC's purpose is to obtain the most competitive prices, while minimizing procurement costs and duplication of efforts. The BACC advertised a request for proposals to provide water and wastewater chemicals for the period of July 1, 2022 through June 30, 2023. See Attachment B (Bid Tabulation) and Exhibits 1-6. Although jointly bid, the chemical products are delivered and invoiced separately to the respective cities. The City of Antioch purchases chemical products within the North Bay only and will be purchasing from Chemtrade Chemicals, LLC US, Brenntag Pacific, Inc., Pennco, Inc., and Univar Solutions USA, Inc.

The City can utilize cooperative purchasing agreements for the purchase 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. Products must comply with all applicable Federal and State of

California drinking water laws and regulations and meet or exceed all terms and conditions specified in the bid.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulations
 - Exhibits 1-6

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE CITY MANAGER TO APPROVE CHEMICAL PURCHASE ORDERS WITH
CHEMTRADE CHEMICALS LLC US, BRENNTAG PACIFIC, INC., PENNCO, INC.
AND UNIVAR SOLUTIONS USA, INC.**

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

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

WHEREAS, BACC solicited distinct bids for Aluminum Sulfate (44%-49% Liquid Solution), Hydrofluorosilicic Acid (23%-24% Solution), Ammonium Sulfate (40% Liquid Solution), Sodium Hypochlorite (12.5%), and Sodium Hydroxide (50% Caustic), and the chemical suppliers highlighted in the Bid Tabulation (Attachment B) submitted the lowest unit prices per chemicals.

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

- 1) Approves the joint agency cooperative purchase agreement for Water Treatment Plant chemicals for the period of July 1, 2022 through June 30, 2023, in the total amount not to exceed \$1,121,629; and
- 2) Authorizes the City Manager to execute the cooperative purchase agreement with:
 - Chemtrade Chemicals, LLC US, for Aluminum Sulfate, \$192,430
 - Pennco, Inc. for Hydrofluorosilicic Acid, \$38,880
 - Brenntag Pacific, Inc. for Ammonium Sulfate, \$59,1560
 - Univar Solutions USA, Inc. for Sodium Hydroxide, \$429,4612; and
 - Univar Solutions USA, Inc. for Sodium Hypochlorite, \$401,708

* * * * *

RESOLUTION NO. 2022/**

May 24, 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 24th day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 'B'
BAY AREA CHEMICAL CONSORTIUM (BACC) Bid Awards & Tabulation

Bay Area Clean Water Agencies

Aluminum Sulfate Bid No. 01-2022, **Hydroflusilicic Acid** Bid No. 08-2022, **Ammonium Sulfate** Bid No. 02-2022, **Sodium Hypochlorite** 12.5% Bid No. 13-2022, **Sodium Hydroxide** Bid No. 12-2022

*Lowest responsive bid

Description:	ALUMINUM SULFATE 44%-49% Liquid Solution – 222,000 Gallons			
Service Area:	North Bay	Sacramento	South Bay	Tri Valley
Unit of Measure:	gal	gal	gal	gal
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid
Chemtrade Chemicals, LLC US	\$0.8668	\$0.8668	\$0.8668	\$0.8668
Thatcher Company of California, Inc.	\$1.0900	\$1.0900	\$1.1700	\$1.0900

City of Antioch FY 2022/23 Purchase Amount: \$192,430

Description:	HYDROFLUOROSILICIC ACID 23-24% SOLUTION – 16,000 Gallons					
Service Area:	East Bay	Marin Sonoma Napa	North Bay	Sacramento	South Bay	Tri Valley
Unit of Measure:	gal	gal	gal	gal	gal	gal
Univar Solutions USA, Inc.	no bid	no bid	no bid	no bid	no bid	no bid
TR International Trading Company	no bid	no bid	\$3.05	no bid	no bid	no bid
Pencoco, Inc.	\$2.41	\$2.35	\$2.43	\$2.39	\$2.35	\$3.01
*Thatcher Company of California, Inc.	\$3.42	\$3.42	\$5.70	\$3.26	\$4.06	\$5.94

City of Antioch FY 2022/23 Purchase Amount: \$38,880

Description:	AMMONIUM SULFATE 40% Liquid Solution – 35,000 Gallons		
Service Area:	East Bay	North Bay	South Bay
Unit of Measure:	gal	gal	gal
BIDDERS:			
Univar Solutions USA Inc.	no bid	no bid	no bid
Hill Brothers Chemical Co.	no bid	no bid	no bid
Brenntag Pacific, Inc.	\$1.6900	\$1.6900	\$1.6900
Industrial Solution Services	\$2.1900	\$2.1900	\$2.1900

City of Antioch FY 2022/23 Purchase Amount: \$59,150

Description:	SODIUM HYPOCHLORITE 12.5% - 290,000 Gallons							
Service Area:	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley
Unit of Measure:	gal	gal	gal	gal	gal	gal	gal	gal
BIDDERS:								
Univar Solutions USA Inc.	\$1.5469	\$1.4322	\$1.4640	\$1.3852	\$1.4916	\$1.5166	\$1.4642	\$1.4424
Olin Corporation	\$1.5490	\$1.4940	\$1.5890	\$1.5490	\$1.5490	\$1.5490	\$1.6240	\$1.4940
Hasa, Inc.	\$5.0000	\$1.6300	\$5.0000	\$1.6100	\$5.0000	\$5.0000	\$5.0000	\$5.0000

City of Antioch FY 2022/23 Purchase Amount: **\$401,708**

Description:	SODIUM HYDROXIDE 50% (Caustic) – 580 Dry Tons						
Service Area:	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Sacramento	South Bay	Tri Valley
Unit of Measure:	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
BIDDERS:							
Olin Corporation	\$866.00000	\$877.00000	\$879.00000	\$865.00000	\$891.00000	\$879.00000	\$863.00000
Brenntag Pacific, Inc.	\$833.00000	\$825.00000	\$825.00000	\$820.00000	\$875.00000	\$828.00000	\$827.00000
Univar Solutions USA Inc.	\$816.74000	\$777.03000	\$805.77000	\$740.45000	\$806.36000	\$779.60000	\$761.37000

City of Antioch FY 2022/23 Purchase Amount: **\$429,461**

Total Estimated Cost: \$1,121,629

EXHIBIT 1



March 15, 2021

Chemtrade Chemicals US LLC
Attn: Elizabeth Ryno
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 01-2022 for Supply and Delivery of ALUMINUM SULFATE.

Dear Ms. Ryno

We are pleased to advise you that the bid submitted by Chemtrade Chemicals US LLC for Bid No. 01-2022 was determined to be the lowest responsive bid for the supply and delivery of ALUMINUM SULFATE during the period July 1, 2022 through June 30, 2023.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Chemtrade Chemicals US LLC for their respective facilities.

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

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

Sincerely,

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

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

Bay Area Clean Water Agencies
 Bid Results for Project 01-2022 ALUMINUM SULFATE
 Issued on 01/27/2022
 Bid Due on February 24, 2022 4:00 PM (PDT)
 Exported on 02/24/2022
SINGLE BID AWARD

Section	ALUMINUM SULFATE 44%-49% Liquid Solution					ALUMINUM SULFATE 2% Acidized Liquid Solutions (Optional bid item)	ALUMINUM SULFATE 5% Acidized Liquid Solutions (Optional bid item)		ALUMINUM SULFATE 7% Acidized Liquid Solution (Optional bid item)
	North Bay	Sacramento	South Bay	Tri Valley			South Bay	North Bay	
Description									
Unit of Measure	gal	gal	gal	gal	gal		gal	gal	gal
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Chemtrade Chemicals, LLC US	0.8668	0.8668	0.8668	0.8668	0.8668	1.1393	1.1250	1.0535	1.2192
Thatcher Company of California, Inc.	1.0900	1.0900		1.1700	1.0900	0.0000	1.1600	1.2500	1.1800

Per Section 2.16 Method of Award
 Bids may be awarded by the participating BACC agencies to the lowest responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities of said bids.

EXHIBIT 2



March 15, 2022

Pencco, Inc.
Attn: Sarah Duffy
PO Box 600
San Felipe, TX 77473

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 08-2022 for Supply and Delivery of HYDROFLUSILICIC ACID.

Dear Ms. Duffy,

We are pleased to advise you that the bid submitted by Pencco, Inc. for Bid No. 08-2022 was determined to be the lowest responsive bid for the supply and delivery of HYDROFLUSILICIC ACID during the period July 1, 2022 through June 30, 2023.

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

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

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

Sincerely,

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

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

Bay Area Clean Water Agencies
 Bid Results for Project 08-2022 HYDROFLUSILIC ACID
 Issued on 01/27/2022
 Bid Due on February 24, 2022 4:00 PM (PDT)
 Exported on 02/24/2022
SINGLE BID AWARD

Section	Hydroflusilic Acid 23-24%					
Description	East Bay	Marin Sonoma Napa	North Bay	Sacramento	South Bay	Tri Valley
Unit of Measure	gal	gal	gal	gal	gal	gal
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid	no bid	no bid
TR International Trading Company	no bid	no bid	\$3.05	no bid	no bid	no bid
Pencco, Inc	\$2.41	\$2.35	\$2.43	\$2.39	\$2.35	\$3.01
Thatcher Company of California, Inc.	\$3.42	\$3.42	\$5.70	\$3.26	\$4.06	\$5.94

Per Section 7.16 Method of Award

Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities of said bids.

EXHIBIT 3



March 15, 2022

Brenntag Pacific Inc.
Attn: Laura Tua
10747 Patterson Place
Santa Fe Springs, CA 90670

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 02-2022 for Supply and Delivery of AMMONIUM SULFATE.

Dear Ms. Tua,

We are pleased to advise you that the bid submitted by Brenntag Pacific Inc. for Bid No. 02-2022 was determined to be the lowest responsive bid for the supply and delivery of AMMONIUM SULFATE during the period July 1, 2022 through June 30, 2023.

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

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

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

Sincerely,

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

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

Section Description Unit of Measure	AMMONIUM SULFATE 40% Liquid Solution				AMMONIUM SULFATE 25% Dry Material	
	East Bay	North Bay	South Bay	Tri Valley		
	gal	gal	gal	lb		
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid		0.6700
Hill Brothers Chemical Co.	no bid	no bid	no bid			0.5050
Brenntag Pacific, Inc.	1.6900	1.6900	1.6900	1.6900		
Industrial Solution Services	2.1900	2.1900	2.1900	2.1900		

Per Section 2.16 Method of Award

Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities of said bids.

EXHIBIT 4



March 15, 2022

Univar Solutions USA Inc.
Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2022 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, Sacramento, South Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 13-2022 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% during the period July 1, 2022 through June 30, 2023 in regions: Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, Sacramento, South Bay and Tri Valley.

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

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

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

Sincerely,

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

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

Section	SODIUM HYPOCHLORITE 12.5%										SODIUM HYPOCHLORITE 12.5% in 275-gal totes (Optional bid item)	SODIUM HYPOCHLORITE 12.5% In Drums (Optional bid item)				SODIUM HYPOCHLORITE 12.5% in Carboys (Optional bid item)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
	Central Valley	East Bay	Hapa	Marin Sonoma	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	North Bay		Central Valley	North Bay	Central Valley	North Bay		
Unit of Measure	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal
Unitar Solutions USA Inc.	1,545.9	1,432.2	1,465.0	1,465.0	1,357.2	1,491.6	1,516.6	1,356.2	1,442.2	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Orin Corporation	1,549.0	1,494.0	1,589.0	1,589.0	1,349.0	1,549.0	1,549.0	1,624.0	1,494.0	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Hase, Inc.	5,000.0	5,000.0	5,000.0	5,000.0	5,000.0	5,000.0	5,000.0	5,000.0	5,000.0	2,010.0	2,010.0	2,150.0	2,150.0	2,150.0	2,150.0	2,150.0	2,150.0

Lowest responsive bid for each region

Per Section 2.16 Method of Award
 Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder for each listed region meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined by BACC agencies based on the bid form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The BACC agencies will be responsible for awarding the bid to the lowest responsive bidder for each region. BACC has the right to delete items or actions from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids.

EXHIBIT 5



March 15, 2022

Univar Solutions USA Inc.
Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 12-2022 for Supply and Delivery of SODIUM HYDROXIDE to East Bay, Marin Sonoma Napa, Sacramento, South Bay, North Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 12-2022 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYDROXIDE during the period July 1, 2022 through June 30, 2023 for regions: East Bay, Marin Sonoma Napa, Sacramento, South Bay, North Bay and Tri Valley.

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

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

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

Sincerely,

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

Bay Area Clean Water Agencies
 Bid Results for Project 12-2022 SODIUM HYDROXIDE
 Issued on 01/27/2022
 Bid Due on February 24, 2022 4:00 PM (PDT)
 Exported on 02/24/2022
 REGIONAL BID AWARD

CENTRAL VALLEY EST ANNUAL dry ton	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
			478		0		155		
			BID PRICE PER Dry ton	TOTAL EST COST			BID PRICE PER dry ton	TOTAL EST COST	
Olin Corporation			\$994.00000	\$475,132.00			\$866.00000	\$134,230.00	\$609,362.00
Brenntag Pacific, Inc.			\$975.00000	\$466,050.00			\$833.00000	\$129,115.00	\$595,165.00
Univar Solutions USA Inc.			\$1,142.13000	\$546,033.74			\$816.74000	\$126,594.70	\$672,628.44

EAST BAY EST ANNUAL QTY Dry Ton	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
	0		0		0		891		
	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation							\$877.00000	\$781,407.00	\$781,407.00
Brenntag Pacific, Inc.							\$825.00000	\$735,075.00	\$735,075.00
Univar Solutions USA Inc.							\$777.03000	\$692,333.73	\$692,333.73

MARIN SONOMA NAPA EST ANNUAL QTY Dry Ton	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
	0		80		0		622		
			BID PRICE PER Dry Ton	TOTAL EST COST			BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation			\$928.00000	\$74,240.00			\$879.00000	\$546,738.00	\$620,978.00
Brenntag Pacific, Inc.			\$955.00000	\$76,400.00			\$825.00000	\$513,150.00	\$589,550.00
Univar Solutions USA Inc.			\$873.50000	\$69,880.00			\$805.77000	\$501,188.94	\$571,068.94

NORTH BAY EST ANNUAL QTY Dry Ton	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
	0		0		2,432		960		
					BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation					\$955.00000	\$2,322,560.00	\$865.00000	\$830,400.00	\$3,152,960.00
Brenntag Pacific, Inc.					\$935.00000	\$2,273,920.00	\$820.00000	\$787,200.00	\$3,061,120.00
Univar Solutions USA Inc.					\$860.20000	\$2,092,006.40	\$740.45000	\$710,832.00	\$2,802,838.40

SACRAMENTO EST ANNUAL QTY Dry Ton	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
	4		731		167		1,380		
	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation	\$1,074.00000	\$4,296.00	\$1,043.00000	\$762,433.00	\$993.00000	\$165,831.00	\$891.00000	\$1,229,580.00	\$2,162,140.00
Brenntag Pacific, Inc.	\$1,040.00000	\$4,160.00	\$1,020.00000	\$745,620.00	\$1,005.00000	\$167,835.00	\$875.00000	\$1,207,500.00	\$2,125,115.00
Univar Solutions USA Inc.	\$1,019.35000	\$4,077.40	\$967.58000	\$707,300.98	\$957.34000	\$159,875.78	\$806.36000	\$1,112,776.80	\$1,984,030.96

SOUTH BAY		20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL AGGREGATE COST FOR REGION
EST ANNUAL QTY Dry Ton		10		10		3		2,000		
		BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation		\$1,016.00000	\$10,160.00	\$0.00000	0	\$879.00000	\$1,738,000.00		\$1,768,160.00	
Brenntag Pacific, Inc.		\$1,030.00000	\$10,300.00	\$1,350.00000	\$4,650.0000	\$828.00000	\$1,656,000.00		\$1,670,950.00	
Univar Solutions USA Inc.		\$975.43000	\$9,754.30	\$2,129.74000	\$6,389.2200	\$779.60000	\$1,559,200.00		\$1,575,343.52	

TRIL VALLEY EST ANNUAL QTY Dry Ton	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
	325		325		650		650		
			BID PRICE PER Dry Ton	TOTAL EST COST			BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation			\$987.00000	\$320,775.00			\$863.00000	\$560,950.00	\$881,725.00
Brenntag Pacific, Inc.			\$965.00000	\$313,625.00			\$827.00000	\$537,550.00	\$851,175.00
Univar Solutions USA Inc.			\$907.90000	\$295,067.50			\$761.37000	\$494,890.50	\$789,958.00

TOTAL EST QTY Dry Ton	4	1,624	2,602	6,658
CHECK: BID DOC TOTALS	4	1,624	2,602	6,658

Exhibit 6

BACC BID FOR FY 2022-23 - ESTIMATED ANNUAL QUANTITIES

Submitted by: Zach Hylton

Agency: City of Antioch

#	Chemical	Specification	Unit of Measure	Est. Annual Quantity		Bulk Delivery (bid price based on bulk qty)
				Water Treatment	Wastewater Treatment	
1	Aluminum Sulfate	14%-49% Liquid Solution	gal	222000		≥ 2000 gal
		7% Acidized (OPTIONAL BID ITEM)	gal			≥ 2000 gal
		5% Acidized (OPTIONAL BID ITEM)	gal			≥ 2000 gal
		2% (OPTIONAL BID ITEM)	gal			≥ 2000 gal
2	Ammonium Sulfate	40% Liquid Solution	gal	35000		≥ 2000 gal
		25% Dry Material	lb			≥ 8000 lbs
3	Aqueous Ammonia	19% Solution	gal			≥ 2000 gal
		29% Solution	gal			≥ 2000 gal
		30% Solution	gal			≥ 2000 gal
5	Citric Acid	48% -52% Liquid	gal			N/A
		Crystalline Powder (Dry Material)	lb			N/A
6	Ferric Chloride		dry ton			1 ton or more
7	Ferrous Chloride		dry ton			1 ton or more
8	Hydrofluosilicic Acid (Fluoride)	23% - 24%	gal	16000		1000 gal or more
10	Liquid Chlorine	One-Ton Cylinders (2,000 lbs)	ton			≥ 8000 lb (4 cylinders)
		150-Lb Cylinders (OPTIONAL BID ITEM)	lb			1 ton or more
11	Sodium Bisulfite	20% Solution (OPTIONAL BID ITEM)	gal			≥ 2000 gal
		25% Solution	gal			≥ 2000 gal
		40% Solution	gal			≥ 2000 gal
12	Sodium Hydroxide	20% (Caustic)	dry ton			≥ 2000 gal
		25% (Caustic)	dry ton			≥ 2000 gal
		30% (Caustic)	dry ton			≥ 2000 gal
		50% (Caustic)	dry ton	580		≥ 2000 gal
13	Sodium Hypochlorite	12.5%	gal	290000		≥ 2000 gal
		12.5% in 275 gal totes (OPTIONAL BID ITEM)	gal			≥ 2000 gal
		12.5% in Carboys (OPTIONAL BID ITEM)	gal			≥ 2000 gal
		12.5% in Drums (OPTIONAL BID ITEM)	gal			≥ 2000 gal
		5.25% (OPTIONAL BID ITEM)	gal			≥ 2000 gal

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 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: Acceptance of Grant Deed and Assignments of Easements from Contra Costa County Flood Control and Water Conservation District in Connection with the West Antioch Creek Channel Improvements Project, P.W. 201-6

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Accepting a Grant Deed conveying five (5) fee parcels; an Assignment of Easement Agreement conveying permanent utility and access easement rights; and an Assignment of Easement Agreement conveying access easement rights to portions of two (2) parcels from Contra Costa County Flood Control and Water Conservation District.
2. Authorizing and directing the City Attorney to sign the Certificate of Acceptance for said property.

FISCAL IMPACT

There is no financial impact associated with this action. Acquisition of these parcels and easements was performed by the Contra Costa County Flood Control and Water Conservation District (District) as part of the District's contribution to the West Antioch Creek Channel Improvements Project ("Project").

DISCUSSION

In 1993, the District completed channel improvements to West Antioch Creek from approximately 200 feet north of the BNSF railroad crossing upstream to approximately West 8th Street. The available funding at the time did not allow improvements to extend further south, thus leaving a 650-foot segment of undersized channel between West 8th Street and the Contra Costa County Fairgrounds property. The Project constructed a new culvert and earthen channel system between West 8th Street and West 10th Street and was completed in 2019.

On October 9, 2012, the City Council approved an agreement between the District and the City pertaining to the Project ("Project Agreement"). Pursuant to the Project Agreement, the District acquired the following land rights necessary to perform the project:

- Fee title to: APN 074-130-060, 074-130-088 (formerly APN 074-130-065, 074-130-057 and 074-130-058), and 074-XXX-XXX (formerly APN 074-130-064 and 074-130-076);
- Utility and access easement for portion of APN 074-130-060;
- Access easement for portion of APN 074-040-025 and 074-040-036.

The Project Agreement provides that the City will accept ownership of the land rights for the Project acquired by the District, and that the City will own, operate and maintain the Project. The District has provided a Grant Deed transferring fee title to the properties acquired by the District, and Assignment of Easement Agreements transferring its rights under the easements for the above referenced parcels.

Staff recommends that the City accept the rights acquired by the District in accordance with the terms of the Project Agreement.

ATTACHMENTS

- A: Resolution Accepting Grant Deeds and Assignment of Easements
- B: Certification of Acceptance
- C: Grant Deed for APN 074-130-060, 074-130-088 (formerly APN 074-130-065, 074-130-057 and 074-130-058), 074-XXX-XXX (formerly APN 074-130-064 and 074-130-076)
- D: Assignment of Easement for APN 074-130-060
- E: Assignment of Easement for APN 074-040-025 and 074-040-036
- F: Resolution No. 2012/62 Approving the Agreement between the District and the City of Antioch Pertaining to the West Antioch Creek Project
- G: Fully Executed Agreement between the District and the City of Antioch Pertaining to the West Antioch Creek Project

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING A GRANT DEED FOR FIVE (5) PARCELS, AN ASSIGNMENT OF
EASEMENT FOR ONE (1) PERMANENT UTILITY AND ACCESS EASEMENT AND
AN ASSIGNMENT OF EASEMENT FOR ACCESS TO PORTIONS OF TWO (2)
PARCELS FROM THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT FOR THE WEST ANTIOCH CREEK CHANNEL
IMPROVEMENTS PROJECT
P.W. 201-6**

WHEREAS, On October 9, 2012 the City entered into an agreement with the Contra Costa County Flood Control and Water Conservation District ("District") pertaining to the West Antioch Creek Channel Improvements Project ("Project");

WHEREAS, the agreement states the District was to acquire on behalf of the City the necessary land rights for the Project and that the City would accept ownership of such land rights;

WHEREAS, the District acquired five (5) parcels in fee necessary for the Project, commonly referred to as Assessor's Parcel Numbers (APN) 074-130-060, 074-130-088 (formerly APN 074-130-065, 074-130-057 and 074-130-058), 074-XXX-XXX (formerly APN 074-130-064 and 074-130-076);

WHEREAS, the District acquired one (1) Permanent Utility and Access Easement providing access rights to a portion of APN 074-130-060, as necessary for the Project;

WHEREAS, the District acquired by Access Easement access rights to portions of APN 074-040-025 and 074-040-036, as necessary for the Project;

WHEREAS, the District has provided to the City a Grant Deed and Assignment of Easements for the above referenced land rights; and

WHEREAS, the City Attorney has reviewed the District's proposal and determined that it is appropriate for the City to accept the land rights.

AI

RESOLUTION NO. 2022/**

May 24, 2022

Page 2

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

1. Accepts the real property conveyed by the Grant Deed from Contra Costa County Flood Control and Water Conservation District to the City of Antioch for Assessor's Parcel Numbers (APN) 074-130-060, 074-130-088 (formerly APN 074-130-065, 074-130-057 and 074-130-058), and 074-XXX-XXX (formerly APN 074-130-064 and 074-130-076);
2. Accepts permanent Utility and Access Easement conveyed by the Assignment of Easement for APN 074-130-060;
3. Accepts permanent Access Easement rights necessary for the Project for APN 074040-025 and 074-040-036; and
4. Authorizes the City Attorney to sign Certificate of Acceptances for said land rights in the form attached to this Resolution.

* * * * *

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 24th day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

ATTACHMENT "B"

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the deed or grant dated _____, 202_, from _____ to the City of Antioch, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Antioch, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council of the City of Antioch on _____, _____, and the City of Antioch consents to recordation thereof by its duly authorized officer.

Date: _____

CITY OF ANTIOCH

By: _____

Its: _____

ATTACHMENT "C"

Recorded at the request of:
Contra Costa County Flood Control
and Water Conservation District

When recorded mail tax statements
and return to:
City of Antioch
P.O. Box 5007
Antioch, CA 94531
Attn: John Samuelson

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX
PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Assessor's Parcel No. 074-130-060, 074-130-088 (formerly APN Nos.:074-130-056, 057, &
058), 074-XXX-XXX (formerly APN Nos.: 074-130-064 & 076)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood
control district, organized under the laws of the State of California,

Grants to the City of Antioch, a municipal corporation, the real property described in the
Deed and Final Order of Condemnation and Grant Deeds set forth in Exhibit "A" attached
hereto and made a part hereof, in the City of Antioch, of the County of Contra Costa, State of
California.

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

Dated

2-1-2022

By



Federal Glover

Vice Chair, Board of Supervisors

EXHIBIT "A"

Parcel 8 – Fee conveyed by Final Order of Condemnation, recorded October 30, 2019, Series No. 2019-0192286-00, Official Records of Contra Costa County, State of California.

Parcel 5 – Fee conveyed by Grant Deed, recorded January 29, 2016, Series No. 2016-0016274-00, Official Records of Contra Costa County, State of California.

Parcel 6 – Fee conveyed by Grant Deed, recorded January 29, 2016, Series No. 2016-0016274-00, Official Records of Contra Costa County, State of California.

Parcel 7 – Fee conveyed by Grant Deed, recorded January 29, 2016, Series No. 2016-0016274-00, Official Records of Contra Costa County, State of California.

Parcels 11 – Fee conveyed by Grant Deed, recorded January 7, 2016, Series No. 2016-0002794-00, Official Records of Contra Costa County, State of California.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On February 1, 2022, before me, Stacey M. Boyd,
Deputy Clerk of the Board of Supervisors, Contra Costa County, personally
appeared Federal D. Glover,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stacey M. Boyd
Deputy Clerk





Contra
Costa
County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 14, 2021

Subject: APPROVE conveyance and assignment of property rights to the City of Antioch in connection with the West Antioch Creek Project, Antioch area,

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the conveyance of five (5) Fee parcels, one (1) Permanent Utility and Access Easement, and two (2) access easements to the City of Antioch (City) in connection with the West Antioch Creek Project, pursuant to Government Code Section 25365, Section 6.1 of the Contra Costa County Flood Control and Water Conservation District Act, and a cooperative agreement between the District and the City. (Project No.: 7579-6D8399)[CP#15-05, SCH2014042078]

AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the District, a Grant Deed and two (2) Assignment of Easements.

DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with the Grant Deed and Assignment of Easements to the City for acceptance and recording in the office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Drainage Area 55 Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 12/14/2021 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

ABSENT: Diane Burgie, District III Supervisor

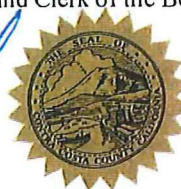
Contact: Jewel Lopez, 925.
957-2485

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 14, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: *Stacey M. Boyd*
Stacey M. Boyd, Deputy



C4

BACKGROUND:

On October 23, 2012, the District entered into a cooperative agreement (Agreement) with the City of Antioch (City) to jointly improve the drainage between 10th Street and 200 feet downstream to the Burlington Northern Santa Fe railroad trestle in Antioch. As part of the Agreement, the District is responsible for acquiring the necessary property rights to construct the Project and, after completion, the City will accept ownership of those facilities and property rights.

The Project has been completed and in order for the City to accept ownership and maintain their facilities, it is necessary for the District to convey the fee parcels and said easement rights.

The Notice of Intention to convey and assign property rights to the City was published in the Contra Costa Times at least one week prior to this Board meeting, as required by Government Code Section 6061.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have fulfilled their responsibilities in the Agreement and the City will not have the necessary access rights to properly maintain and repair their facilities.

ATTACHMENTS

Grant Deed

Assignment of Easement

Assignment of Easement

ATTACHMENT "D"

Recorded at the request of:
Contra Costa County Flood Control
and Water Conservation District

When recorded return to:
City of Antioch
P.O. Box 5007
Antioch, CA 94531
Attn: John Samuelson

Mail tax statements to:
Kraig K. Terazono
1400 W 10th St.
Antioch, CA 94509

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO
REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No: 074-130-060

ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California ("Assignor"),

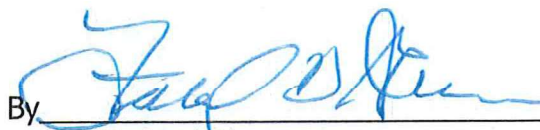
Hereby assigns, transfers and conveys to CITY OF ANTIOCH, a municipal corporation, all of "Assignor's" rights, title, interests and obligations described in the Deed and Final Order of Condemnation set forth in Exhibit "A" attached hereto and made a part hereof, which is recorded in the Office of the County Recorder of the County of Contra, State of California.

CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Dated

2-1-2022

By



Federal Glover
Vice Chair, Board of Supervisors

EXHIBIT "A"

Parcel 9 – Permanent Utility and Access Easement conveyed by Final Order of Condemnation, recorded October 30, 2019, Series No. 2019-0192286-00, Official Records of Contra Costa County, State of California.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On February 1, 2022, before me, Stacey M. Boyd,
Deputy Clerk of the Board of Supervisors, Contra Costa County, personally
appeared Federal Glover,

who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Stacey M. Boyd
Deputy Clerk





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: December 14, 2021

Subject: APPROVE conveyance and assignment of property rights to the City of Antioch in connection with the West Antioch Creek Project, Antioch area,

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the conveyance of five (5) Fee parcels, one (1) Permanent Utility and Access Easement, and two (2) access easements to the City of Antioch (City) in connection with the West Antioch Creek Project, pursuant to Government Code Section 25365, Section 6.1 of the Contra Costa County Flood Control and Water Conservation District Act, and a cooperative agreement between the District and the City. (Project No.: 7579-6D8399)[CP#15-05, SCH2014042078]

AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the District, a Grant Deed and two (2) Assignment of Easements.

DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with the Grant Deed and Assignment of Easements to the City for acceptance and recording in the office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Drainage Area 55 Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 12/14/2021 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Cndace Andersen, District II Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

ABSENT: Diane Burgis, District III Supervisor

Contact: Jewel Lopez, 925.
957-2485

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 14, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy



D4

BACKGROUND:

On October 23, 2012, the District entered into a cooperative agreement (Agreement) with the City of Antioch (City) to jointly improve the drainage between 10th Street and 200 feet downstream to the Burlington Northern Santa Fe railroad trestle in Antioch. As part of the Agreement, the District is responsible for acquiring the necessary property rights to construct the Project and, after completion, the City will accept ownership of those facilities and property rights.

The Project has been completed and in order for the City to accept ownership and maintain their facilities, it is necessary for the District to convey the fee parcels and said easement rights.

The Notice of Intention to convey and assign property rights to the City was published in the Contra Costa Times at least one week prior to this Board meeting, as required by Government Code Section 6061.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have fulfilled their responsibilities in the Agreement and the City will not have the necessary access rights to properly maintain and repair their facilities.

ATTACHMENTS

Grant Deed

Assignment of Easement

Assignment of Easement

ATTACHMENT "E"

Recorded at the request of:
Contra Costa County Flood Control
and Water Conservation District

When recorded return to:
City of Antioch
P.O. Box 5007
Antioch, CA 94531
Attn: John Samuelson

Mail tax statements to:
Hall & Loads, Inc.
777 N 1st Street, Floor 5
San Jose, CA 95112

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO
REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel Nos: 074-040-025 & 074-040-036

ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California ("Assignor"),

Hereby assigns, transfers and conveys to CITY OF ANTIOCH, a municipal corporation, all of "Assignor's" rights, title, interests and obligations under that certain easement recorded February 23, 2016, at the Contra Costa County Recorder's Office (Series # 2016-0030542 from Hall & Loads, Inc., a California corporation, to Contra Costa County Flood Control and Water Conservation District, the following described real property in the City of Antioch, County of Contra Costa, State of California,

FOR DESCRIPTIONS AND PLAT MAPS SEE EXHIBITS "A", "A-1", "B-1" AND "B-2" ATTACHED TO ATTACHMENT "A" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Dated

2-1-2022

By


Federal Glover

Vice Chair, Board of Supervisors

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On February 1, 2022, before me, Stacey M. Boyd,
Deputy Clerk of the Board of Supervisors, Contra Costa County, personally
appeared Federal Glover,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Stacey M. Boyd
Deputy Clerk



ATTACHMENT "A"

Not for Official Use : This copy has not been

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Angela Bell

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2016-0030542-00

Tuesday, FEB 23, 2016 14:14:08

FRE \$0.00

Ttl Pd \$0.00

Nbr-0002516672

JEB / RR / 1-9



9

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Ptn. of Assessor's Parcel Nos. 074-040-025 and 074-040-036

GRANT OF EASEMENT

THIS INDENTURE, made by and between HALL & LOADS, INC., a California Corporation, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a Flood Control District operating under the laws of the State of California, hereinafter called the GRANTEE, is made with regard to the following:

WITNESSETH:

A. That the GRANTOR, for value received, hereby grants to the GRANTEE, and its successors and assigns, perpetual easements and right of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, as described in Exhibits "A" and "B" attached hereto and made a part hereof.

The easements herein granted shall include the right by said GRANTEE, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for ingress and egress purposes, to enter upon said land with personnel, vehicles and equipment, to remove all trees, vegetation and structures thereon that interfere with the purpose for which the easements herein are granted.

It is understood that GRANTEE is not responsible for repairing or replacing any of GRANTOR's improvements within the area described in Exhibit "A" and "B".

B. That the GRANTOR, for value received, hereby grants to the GRANTEE, and its successors and assigns, Permanent Access Easements, for purposes of ingress and egress, in, on, over and across, that certain real property in the County of Contra Costa, State of California, as described and shown on Exhibits "A", "B", "A-1" and "B-1" attached hereto and made a part hereof.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this indenture this 8 day of Oct, 2015.

Case J. Swenson

Lisa M. Swenson

ABOVE SIGNATURES MUST BE NOTARIZED

AB:mc

G:\realprop\West Antioch Creek Project\Deeds\DE.01 Grant of Easement (rev'sed)-Hall & Loads 10-6-15.doc

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E3

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WEST ANTIOCH CREEK PROJECT
APN 074-040-025 - HALL & LOADS, INC
PARCEL 15

EXHIBIT "A"
PARCEL 15
PERMANENT ACCESS EASEMENT
HALL and LOADS, INC.
APN 074-040-025 - DN 2015-0169749

A Permanent Access Easement to be used for the ingress and egress on, over and across the following described parcel of land:

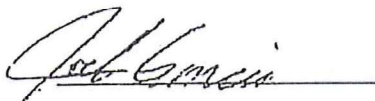
All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being all of that certain parcel of land described as Parcel Two and a portion of that certain parcel described as Parcel One, both in the Grant Deed to Hall & Loads, Inc., a California Corporation, recorded August 14, 2015 as Document No. 2015-0169749 in Contra Costa County Records, more particularly described as follows:

BEGINNING at the southwest corner of said Parcel Two (DN 2015-0169749); thence, along westerly line of said parcel, North 00°49'48" East, 488.52 feet; thence, leaving said westerly line, North 44°10'12" West, 122.79 feet to the southwesterly line of Parcel Four as said Parcel Four is described in above said document (DN 2015-0169749); thence, along said southwesterly line, along a non-tangent curve to the left, having radius 411.20 feet, from which the center bears North 22°03'13" East, through a central angle of 12°32'48", an arc distance of 90.04 feet to the northwest corner of said Parcel Two; thence along the exterior boundary of said parcel, the following three (3) courses: 1) South 89°10'12" East, 30.00 feet, 2) South 00°49'48" West, 552.18 feet and 3) North 89°07'45" West, 30.00 feet to the POINT of BEGINNING.

Containing 19,180 square feet or 0.44 acres, more or less.

Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

License expires 12-31-15



Date

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E4

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WEST ANTIOCH CREEK PROJECT
APN 074-040-036 - HALL & LOADS, INC.
PARCELS 16

Exhibit "A-1"

PARCEL 16 - PERMANENT ACCESS EASEMENT
HALL & LOADS, INC.
APN 074-040-036 - DN 2015-0169749

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of that certain parcel of land described as Parcel Four in the Grant Deed to Hall & Loads, Inc., a California Corporation, recorded August 14, 2015 as Document No. 2015-0169749 in Contra Costa County Records, more particularly described as follows:

PARCEL 16 - PERMANENT ACCESS EASEMENT

A Permanent Access Easement for purposes of ingress and egress, in, on, over and across the following described parcel of land:

A strip of land, the westerly and southwesterly line of which is more particularly described as follows:

COMMENCING at the southeasterly corner of said parcel of land (DN 2015-0169749); thence, along southwesterly line of said parcel, along a non-tangent curve to the right, having radius 411.20 feet, from which the center bears North 09°30'25" East, through a central angle of 4°15'24", an arc distance of 30.55 feet to the POINT OF BEGINNING; thence, leaving said southwesterly line, North 00°49'48" East, 170.01 feet; thence, North 37°54'46" West, 77.82 feet; thence, North 42°53'38" West, 82.91 feet; thence, North 48°31'27" West, 111.53 feet; thence, North 67°10'21" West, 206.07 feet to said southwesterly line of Parcel Four and the POINT OF TERMINUS.

Containing 20,874 square feet or 0.48 acres, more or less.

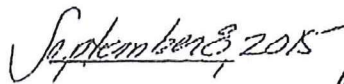
Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

License expires 12-31-15



Date



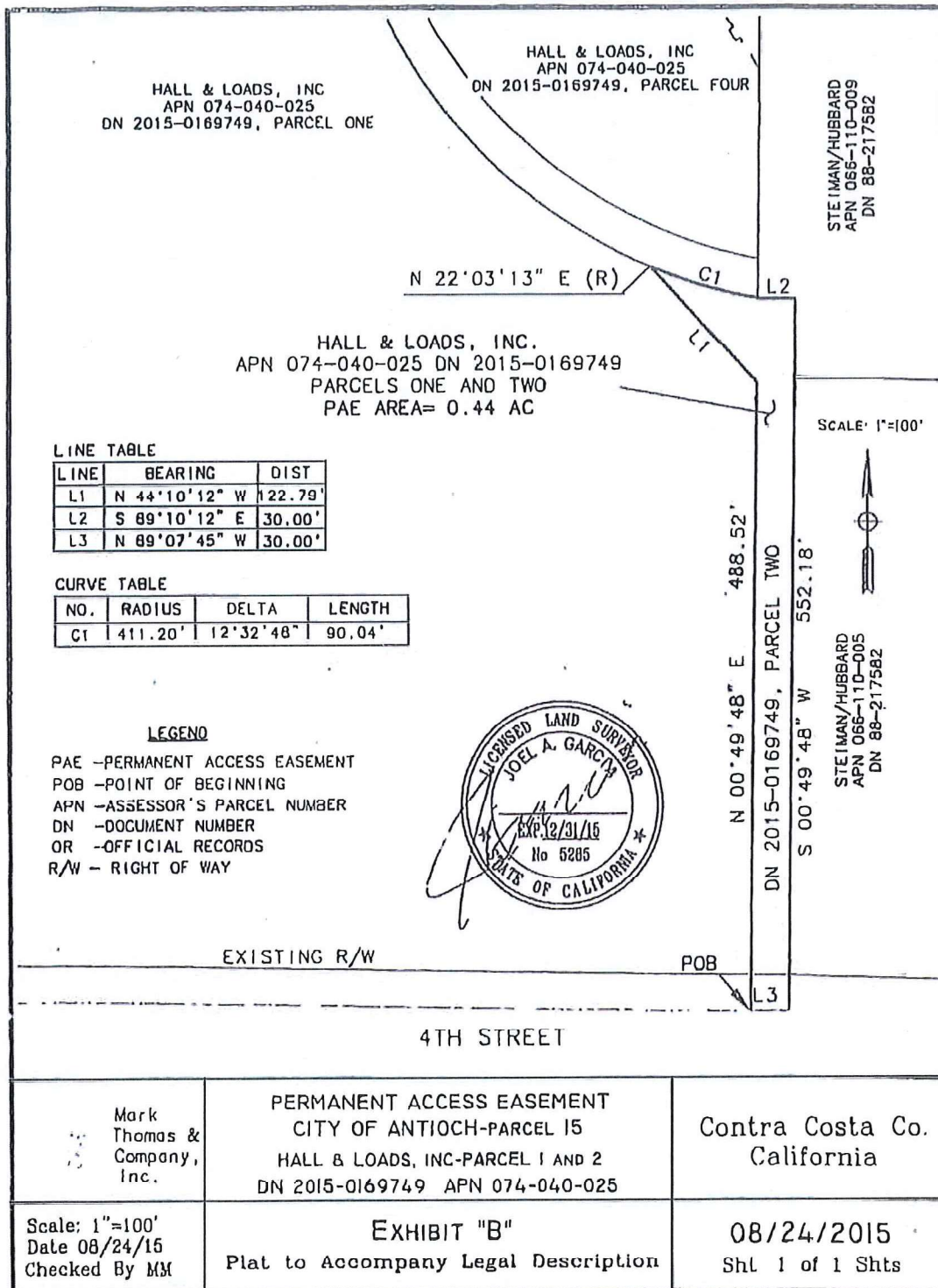
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ES

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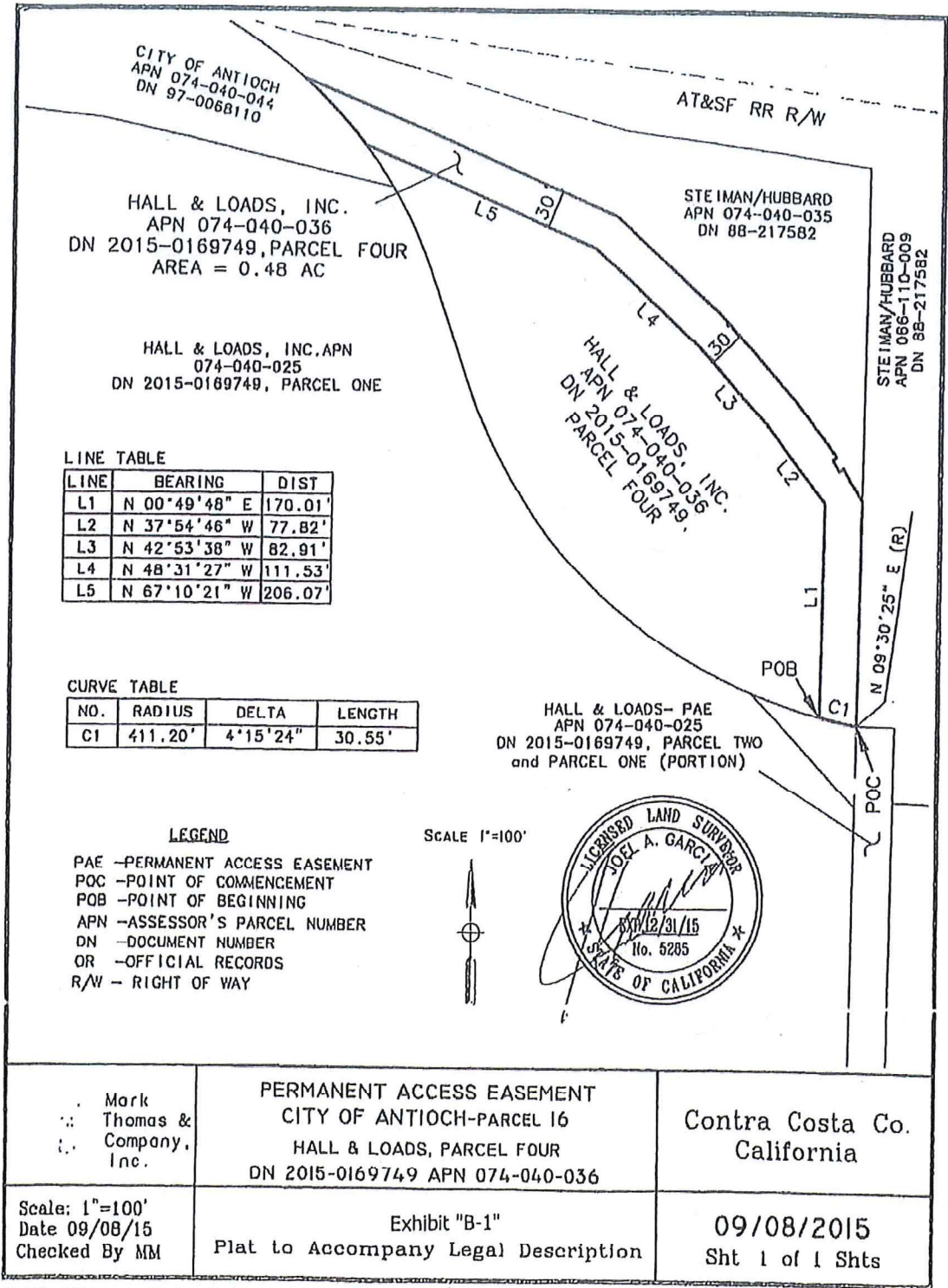


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EL6

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

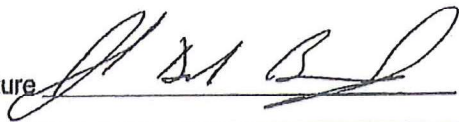
On October 8, 2015 before me, Joshua David Burroughs Notary Public
(Insert name and title of the officer)

personally appeared Lisa M. Swenson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

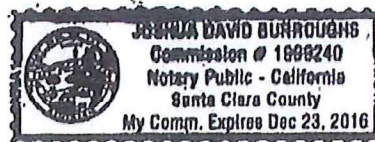
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

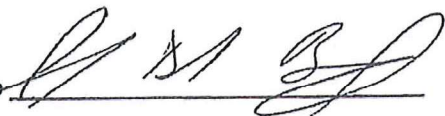
On October 8, 2015 before me, Joshua David Burroughs Notary Public
(insert name and title of the officer)

personally appeared Case B. Swenson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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C. 11

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2015



Contra
Costa
County

Subject: West Antioch Creek Channel Improvements Project - Hall & Loads

RECOMMENDATION(S):

The Board of Supervisors, as the Governing Board of the Contra Costa County Flood Control and Water Conservation District (District):

APPROVE the Right of Way Contract; and ACCEPT the Grant of Easement dated October 8,

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/10/2015 ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Mary N. Prepho, District III
Supervisor
Karen Mitchoff, District IV
Supervisor

ABSENT Federal D. Glover, District V
Supervisor

Contact: Angela Bell, 925-313-2337

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown

ATTESTED: November 10, 2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: *Stacey M. Boyd*
Stacey M. Boyd, Deputy



E10

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cc:

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RECOMMENDATION(S): (CONT'D)

2015 from Hall and Loads, Inc. for property rights located on a portion of APN Nos. 074-020-025 and 036 in Antioch, pursuant to Section 31 of the Contra Costa County Flood Control and Water Conservation District Act. (Project No. 7579-6D8399 [SCH#: 2014042078])

AUTHORIZE the Chief Engineer, or designee, to execute the Right of Way Contract on behalf of the District.

APPROVE payment in the amount of \$70,000 for said property rights; and AUTHORIZE the Auditor-Controller to issue a check in said amount payable to Fidelity National Title Company, 191 Sand Creek Road, Suite 160, Brentwood, CA 94513, Escrow No. FCHC-T015001886 to be forwarded to the Real Estate Division for delivery.

DIRECT the Real Estate Division to have the above referenced Grant of Easement and check delivered to the Title Company for recording in the Office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Drainage Area 55 funds.

BACKGROUND:

On March 10, 2015, this Board approved the proposed project and adopted the Mitigated Negative Declaration pertaining to the Project, SCH # 2014042078. These property rights are required for the West Antioch Creek Channel Improvements Project in accordance with the approved plans and specifications.

CONSEQUENCE OF NEGATIVE ACTION:

The project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

ATTACHMENTS

Contract

Grant of Easement

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END OF DOC

ELL



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: December 14, 2021

Subject: APPROVE conveyance and assignment of property rights to the City of Antioch in connection with the West Antioch Creek Project, Antioch area,

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the conveyance of five (5) Fee parcels, one (1) Permanent Utility and Access Easement, and two (2) access easements to the City of Antioch (City) in connection with the West Antioch Creek Project, pursuant to Government Code Section 25365, Section 6.1 of the Contra Costa County Flood Control and Water Conservation District Act, and a cooperative agreement between the District and the City. (Project No.: 7579-6D8399)[CP#15-05, SCH2014042078]

AUTHORIZE the Chair, Board of Supervisors, to execute on behalf of the District, a Grant Deed and two (2) Assignment of Easements.

DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with the Grant Deed and Assignment of Easements to the City for acceptance and recording in the office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Drainage Area 55 Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 12/14/2021 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

ABSENT: Diane Burgis, District III Supervisor

Contact: Jewel Lopez, 925.
957-2485

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 14, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Stacey M. Boyd
By: Stacey M. Boyd, Deputy



E12

BACKGROUND:

On October 23, 2012, the District entered into a cooperative agreement (Agreement) with the City of Antioch (City) to jointly improve the drainage between 10th Street and 200 feet downstream to the Burlington Northern Santa Fe railroad trestle in Antioch. As part of the Agreement, the District is responsible for acquiring the necessary property rights to construct the Project and, after completion, the City will accept ownership of those facilities and property rights.

The Project has been completed and in order for the City to accept ownership and maintain their facilities, it is necessary for the District to convey the fee parcels and said easement rights.

The Notice of Intention to convey and assign property rights to the City was published in the Contra Costa Times at least one week prior to this Board meeting, as required by Government Code Section 6061.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have fulfilled their responsibilities in the Agreement and the City will not have the necessary access rights to properly maintain and repair their facilities.

ATTACHMENTS

Grant Deed

Assignment of Easement

Assignment of Easement

ATTACHMENT "F"

RESOLUTION NO. 2012/62

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AGREEMENT BETWEEN CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY
OF ANTIOCH PERTAINING TO THE WEST ANTIOCH CREEK CHANNEL
IMPROVEMENT PROJECT
(P.W. 201-6)

WHEREAS, the City Council hereby approves the Agreement between Contra Costa County Flood Control and Water Conservation District and the City of Antioch pertaining to the West Antioch Creek Channel Improvement Project.

NOW, THEREFORE, BE IT RESOLVED that the Agreement between Contra Costa County Flood Control and Water Conservation District and the City of Antioch, incorporated herein by reference, pertaining to the West Antioch Creek Channel Improvement Project is hereby approved and authorizes the City Manager to execute the Agreement or a substantially similar version on behalf of the City.



* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted and passed by the City of Antioch, California, at a regular meeting thereof held on the 9th day of October, 2012 by the following vote:

AYES: Council Members Harper, Rocha, Agopian and Mayor Davis

NOES: None

ABSENT: Council Member Kalinowski


 **DENISE SKAGGS**, City Clerk

ATTACHMENT "G"

AGREEMENT BETWEEN
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AND CITY OF ANTIOCH FOR DRAINAGE AREA 55, WEST ANTIOCH CREEK
AT 10th STREET DRAINAGE IMPROVEMENT PROJECT
PROJECT NO. 7579-6D8399
CITY OF ANTIOCH P.W. NO. 201-6

This Agreement is entered into on the 23 day of Oct, 2012 ("Effective Date"), between the CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California ("DISTRICT"), and the CITY OF ANTIOCH, a municipal corporation ("CITY").

Pursuant to the Contra Costa County Flood Control and Water Conservation District Act, section 5, and the applicable provisions of the California Constitution and California Government Code, the parties to this Agreement mutually agree and promise as follows:

1. Purpose and Scope of Work: The DISTRICT adopted Drainage Area 55 in 1988 to provide needed drainage improvements within the CITY. In the past, DISTRICT and CITY have jointly and separately implemented portions of the Drainage Area 55 plan. The parties now wish to jointly improve the drainage located between approximately 10th Street and 200 feet downstream of the BNSF Railway. The purpose of this Agreement is to provide the following improvements to that portion of Drainage Area 55: box culvert improvements, open channel improvements, and sediment removal from the downstream channel constructed in 1993, depending on funding (the "PROJECT"). The City's involvement in the PROJECT shall not constitute precedence for CITY to accept other DISTRICT projects, in particular the City accepting ownership and maintenance of projects that are not designed to provide 100-year flood protection.

2. Responsibilities of DISTRICT and CITY:

A. DISTRICT shall perform the following activities for the PROJECT:

- 1) Prepare preliminary engineering analyses, as needed, to allow CITY to select the configuration of the final design.
- 2) Prepare the hydraulic analysis for the design report.
- 3) Present the PROJECT and provide updates, upon request, to CITY Council.
- 4) Conduct necessary studies in support of the East Contra Costa County Habitat Conservation Program ("HCP").
- 5) Apply for take coverage through the HCP permit process and conduct any necessary negotiations with HCP.
- 6) Secure an HCP permit(s).
- 7) Coordinate closely with CITY's environmental consultant to minimize overlap in studies and efforts between CITY and DISTRICT.
- 8) Review 35%, 65%, and 95% construction documents and provide feedback within three weeks of receipt of those documents.
- 9) Acquire on behalf of CITY the necessary land rights, including any necessary temporary access rights, for the PROJECT. DISTRICT will provide these services after CITY obtains California Environmental Quality Act ("CEQA") clearance for the PROJECT, and determines what land rights are needed for the PROJECT. Prior to CEQA completion, DISTRICT will provide CITY with right of way consultation services.
- 10) Transfer to CITY any newly- and previously-acquired right of way needed for the PROJECT.

- 11) Approve the 100% bid documents and provide written confirmation of same to CITY.
- 12) Support utility coordination and relocation efforts.
- 13) Support CITY's efforts to satisfy any requirements of CITY's Proposition 1E grant.
- 14) Perform surveying, materials testing, and construction inspection in conjunction with CITY. This task may be assumed by either party by mutual agreement.

B. CITY shall perform the following activities for the PROJECT:

- 1) Provide overall project management for delivery of the PROJECT.
- 2) Review the analysis for the design report and provide feedback within three weeks of receipt.
- 3) Provide community outreach for the PROJECT.
- 4) Provide written confirmation to the DISTRICT as to the preferred configuration of culvert and open channel that will constitute the PROJECT.
- 5) Conduct all necessary studies in support of CEQA and regulatory permits, including studies for the HCP permit if any studies are necessary. Submit draft CEQA document to District for review.
- 6) Act as lead agency for the PROJECT, and obtain all permits, approvals, and entitlements necessary for the PROJECT (except for the HCP permit), and prepare and obtain CEQA clearance for the PROJECT.
- 7) Provide final design and engineering plans, final contract plans, and final specifications for the PROJECT.
- 8) Hire, manage, and oversee consultant to prepare plans, specifications, and estimates, and provide 35%, 65%, and 95% review sets to DISTRICT for comment.
- 9) Prepare, send out, and implement all utility relocation notices and relocation agreements
- 10) Designate a material disposal site for the PROJECT and obtain any necessary approvals or permits for that site.
- 11) Support DISTRICT's real property acquisition effort.
- 12) Accept ownership of parcels purchased by DISTRICT on behalf of the PROJECT.
- 13) Maintain and desilt the open channel constructed downstream in 1993 to prepare for construction at the PROJECT limits.
- 14) Initiate and manage efforts to establish sufficient funding sources to address any funding shortfalls for the PROJECT.
- 15) Satisfy any requirements of the CITY's Proposition 1E grant.
- 16) Advertise the PROJECT for public bid, and award a contract for construction.
- 17) Administer the construction contract for the PROJECT.
- 18) Consult with DISTRICT regarding any contract change orders for the PROJECT and provide DISTRICT with copies of contract change orders upon DISTRICT's request.
- 19) Perform surveying, materials testing, and construction inspection in conjunction with DISTRICT. This task may be assumed by either party by mutual agreement.
- 20) Accept the PROJECT work, after DISTRICT has determined that the work has been completed to DISTRICT's satisfaction.
- 21) Provide reproducible, as-built drawings to DISTRICT upon PROJECT completion.

- 22) Act as a liaison with the public on behalf of DISTRICT and CITY, including but not limited to organizing any groundbreaking or ribbon cutting ceremonies and coordinating with Contra Costa County Fairgrounds and State of California regarding real property interests that may be necessary for the PROJECT.
- 23) Perform any mitigation monitoring work required for the PROJECT.
- 24) Own, operate, and maintain the resulting PROJECT infrastructure in perpetuity.

3. Financial Responsibility:

- A. The DISTRICT's financial contribution shall be limited to a maximum of \$1,800,000 of Drainage Area 55 ("DA 55") funds (Org 7579) and shall consist of, at the DISTRICT's sole discretion, any combination of in-house staff charges, outside consultant fees, costs to acquire property, HCP costs, or a cash contribution toward the PROJECT contract cost.
- B. Additionally, prior to CITY advertising the PROJECT and soliciting PROJECT design and construction bids, DISTRICT shall convey, and CITY shall accept, fee title to certain real property having Assessor's Parcel No. 074-130-050, which DISTRICT previously purchased for the PROJECT, the value of which shall not be deducted from the total in item 3.A, above.
- C. On a quarterly basis, DISTRICT shall report to CITY an accounting of expenditures to date against the balance of the committed DA 55 Funds.
- D. DISTRICT shall begin tracking and reporting the accounting of expenditures beginning on January 1, 2012, regardless of the date of execution of this Agreement.
- E. Once the PROJECT is ready to advertise for public bidding, DISTRICT will advise the CITY of the remaining DA 55 Funds balance that can be applied to the construction of the PROJECT.
- F. CITY has been awarded Proposition 1E grant funds from the State of California, and has additional local funds available for the PROJECT. CITY shall fund any and all PROJECT costs not otherwise paid for by DISTRICT with DA 55 Funds as described above.
- G. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements related to this Agreement upon request of the other party.

4. Mutual Coordination:

CITY and DISTRICT shall meet periodically to coordinate efforts and ensure PROJECT delivery success. At a minimum, the parties will meet:

- A. On or about the date that any offer(s) to purchase real property required for the PROJECT are made;
- B. On or about the PROJECT advertisement date; and
- C. On or about bid opening;

to determine and confirm the mutual interest in proceeding with PROJECT. If either CITY or DISTRICT does not wish to proceed with the PROJECT, the parties will follow the "Agreement Termination" procedure set forth in Section 8.

5. Insurance and Indemnification:

A. Types and Amounts of Insurance:

1. Design and Construction. For each contract for PROJECT-related design or construction work, CITY and DISTRICT shall require that each contractor and consultant, and its assigns, keep and maintain the following insurance policies that meet the following requirements: (1) workers' compensation insurance pursuant to state law; (2) commercial general liability insurance, including contractual liability (or blanket

contractual) coverage, owners' and contractors' protective coverage, and broad form property damage coverage, with a minimum single-limit coverage of \$2 million per occurrence; (3) builders' risk insurance in an amount equal to the construction contract amount, with a waiver of subrogation for CITY and DISTRICT, and naming CITY and DISTRICT as loss payees (applies to contractors only); (4) vehicle liability insurance with a minimum combined single-limit coverage of \$1,000,000 per occurrence; (5) professional liability (or errors and omissions) insurance, with policy limits of at least \$2,000,000 and a maximum deductible of \$25,000 (applies to consultants only) and (6) certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage.

2. Other Contractors and Consultants. For each contract for PROJECT-related work other than design and construction work, CITY and DISTRICT shall require that each contractor and consultant, and its assigns, keep and maintain the following insurance policies that meet the following requirements: (1) workers' compensation insurance coverage pursuant to state law; (2) commercial general liability policy with a combined single limit coverage of at least \$1,000,000, for all damages, including consequential damages, due to bodily injury, sickness or disease, or death of any person or damage to or destruction of any property, including loss thereof, arising from each occurrence; (3) vehicle liability insurance with a minimum combined single-limit coverage of \$1,000,000; (4) professional liability (or errors and omissions) insurance, with a policy limit of at least \$1,000,000; and (5) certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage. The policy limit for each commercial general liability policy and each professional liability policy must be approved by each party's Risk Manager, who may require the limit to exceed the above-stated minimum limits of coverage for those policies.

3. Contractors' Policies Primary. The commercial general liability insurance and vehicle liability insurance shall include endorsements naming CITY and DISTRICT, and their governing bodies, officers, agents, and employees, as additional insureds. Each aforementioned insurance policy shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of that policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only.

4. Certificates of Insurance. CITY and DISTRICT shall require each contractor and consultant on PROJECT, and its assigns, to promptly furnish to CITY and DISTRICT certificates of insurance evidencing the coverage required herein. Additionally, CITY and DISTRICT shall include in each contractor and consultant contract a requirement that, no later than five days after contractor's, consultant's, or assign's receipt of (i) a notice of cancellation or a notice of an intention to cancel any of consultant/contractor/assigns insurance coverage required by this Agreement, or (ii) a notice of a material change to consultant/contractor/assigns insurance coverage required by this Agreement, consultant, contractor, or assign will provide CITY and DISTRICT a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. CITY or DISTRICT'S failure to include such a requirement in each contract with a consultant or contractor will constitute a default under this Agreement. CITY and DISTRICT shall further include in all consultant and contractor contracts a requirement that, if the consultant or contractor, or its assigns, renews any of the insurance policies, or acquires any new insurance policy, or amends the coverage through an endorsement to any policy, at any time during the term of the contract, then the consultant or contractor, or its assigns, shall provide a current certificate of insurance to CITY and DISTRICT.

B. Indemnification: CITY and DISTRICT shall ensure that all PROJECT-related design and construction contracts include provisions requiring the contractor, subcontractors, consultants, and subconsultants to provide indemnity, warranties, and bonds in the amounts and manner set forth below:

1. Indemnity. CITY and DISTRICT shall require each Contractor and subcontractor, and their agents and assigns, to defend, indemnify, and hold harmless DISTRICT and CITY, and their governing bodies, officers, agents, and employees, from and against any and all liability, claims, actions, causes of action, or demands whatsoever against any of them, including related attorneys' fees, arising out of or connected with any injury or death of any person or damage to the property or other liability of any nature arising out of or in any way connected with the PROJECT. Except as provided by Civil Code section 2782 et seq., the contractor's and subcontractors' obligations under this section shall exist regardless of the existence or degree of fault of DISTRICT or CITY or any indemnitee.

2. Warranties. In addition to all warranties existing at law, the contractor shall be required to provide an express warranty for the benefit of DISTRICT and CITY, for a one-year time period (hereinafter "Contractor's Warranty"), containing, at a minimum, the contractor's guarantee that the work has been performed in accordance with the plans and specifications, and the Contractors' agreement to repair or replace all work that fails to conform to the plan and specifications or proves to be defective in workmanship or materials during the stated time period.

3. Bonds. Contractor shall be required to present two good and sufficient surety bonds, one for payment, and one for performance, each in an amount equal to 100 percent of the contract price, issued by a surety admitted in the State of California in a form satisfactory to the DISTRICT and CITY, naming DISTRICT and CITY as obligees on the bonds.

- C. CITY shall ensure that the contract documents for the PROJECT include provisions requiring the contractor and subcontractors to pay prevailing wages for the PROJECT work, as required by state law.
- D. Neither the CITY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the DISTRICT in connection with any of DISTRICT's obligations under this Agreement, and to the extent not covered by the insurance or indemnification described in this section 5, the DISTRICT shall defend, indemnify, save and hold harmless the CITY, its officers and employees against the same, except as otherwise provided in section 6.B.

Neither the DISTRICT, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY in connection with any of CITY's obligations under this Agreement, and to the extent not covered by the insurance or indemnification described in this section 5, the CITY shall defend, indemnify, save and hold harmless the DISTRICT, its officers and employees against the same.

- E. Nothing in this Agreement is intended to affect the legal liability of either party to third parties by imposing any standard of care different from that normally imposed by law.

6. Acceptance and Maintenance:

- A. Upon completion of the PROJECT, DISTRICT and the CITY shall jointly conduct the final inspection. After CITY and DISTRICT have determined that the work performed has been completed to CITY's and DISTRICT's satisfaction, CITY shall accept the PROJECT improvements as complete and shall promptly record a notice of completion.
- B. Following acceptance, CITY shall own and be responsible for maintaining all improvements relating to the PROJECT, subject to the provision of the Contractor's Warranty, described in Section 5.B.2, above, and shall defend, indemnify, save, and hold harmless DISTRICT, its governing bodies, officers, agents, and employees against all claims, demands, damages, costs, expenses, or liability arising after acceptance, whether relating to design, construction, use, operation, or maintenance of the improvements.

7. Agreement Modification: This Agreement shall be subject to modification only with the written consent of the legislative bodies of both parties. Neither party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which the Agreement is made.

8. Agreement Termination: This Agreement shall terminate upon the completion of the tasks described in Sections 2.A and 2.B, above. This Agreement may be terminated immediately by mutual, written consent of the parties. However, the obligations contained in Sections 2.B.12, 2.B.23, 2.B.24, and 6 shall survive any termination of this Agreement as long as the PROJECT is completed. Further, the obligations contain in Section 5, shall survive any termination of this Agreement, whether or not the PROJECT is completed.

9. Assignment: The rights, duties, and responsibilities under this Agreement may not be assigned by either party.

10. Notices: All notices given under this License Agreement shall be served by enclosing the notice in a sealed envelope addressed to the other party, certified mail, postage prepaid, addressed as follows:

To District: Chief Engineer
Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553

To City: City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

Either party may designate, by written notice to the other, a different agent for service or address for notice. Notice is effective two (2) business days from the date of mailing.

11. Entire Agreement: This Agreement contains the entire understanding of CITY and DISTRICT relating to the subject matter of this Agreement.

///

///

APPROVALS/ACKNOWLEDGEMENTS

CONTRA COSTA COUNTY
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

By: [Signature]
Chief Engineer

ATTEST:

CLERK OF THE BOARD

By: [Signature]
Deputy

RECOMMENDED BY DEPARTMENT:

By: [Signature]

APPROVED BY COUNTY ADMINISTRATOR

By: [Signature]

FORM APPROVED:
Sharon L. Anderson, County Counsel

By: [Signature]
Deputy County Counsel

CITY OF ANTIOCH

By: [Signature]
City Manager

ATTEST:

CITY CLERK

By: [Signature]
Deputy City Clerk

FORM APPROVED:


By: [Signature]
City Attorney



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving the Class Specification Updates for the Operating Engineers Local Union No. 3 Representational Unit I Bargaining Unit.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving class specification updates for Operating Engineers Local Union No. 3 Representational Unit IV Bargaining Unit.

FISCAL IMPACT

Approving the updates to the class specifications has no financial impact.

DISCUSSION

The updates are for the Recreation Programs Coordinator class specifications.

Recreation Programs Coordinator

The primary updates to the Recreation Program Coordinator class specification are in Education/Training and Experience sections. In the Education/Training section, the primary update is to add "or five years of experience in a municipal government setting with relatable experience involving Parks and Recreation". In the Experience section: "A minimum of one year of experience working in a Recreation setting in a leadership or coordination capacity in an organization responsible for planning and organizing recreation programs and/or related activities".

The updates to the class specification will aid in recruitment by attracting the targeted candidates for each classification.

Detailed updates to the class specifications are referenced in the attached resolution and exhibit.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Recreation Programs Coordinator Class Specification

N

Agenda Item #

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING CLASS SPECIFICATION UPDATES FOR OPERATING ENGINEERS
LOCAL UNION NO. 3 REPRESENTATIONAL UNIT IV BARGAINING UNIT WITHOUT
ANY SALARY CHANGES**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan;

WHEREAS, the City Council has considered updated Class Specifications on a case-by-case basis as needed for recruitments;

WHEREAS, Operating Engineers Local Union No. Representational Unit IV Bargaining Unit has reviewed and approved the changes to the Class Specifications; and

WHEREAS, Department Management have reviewed and updated the descriptions to reflect current organizational structure and operational needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. The Class Specification updates for Operating Engineers Local Union No. 3 Representational Unit IV Bargaining Unit, are hereby approved in substantially the form, attached hereto in "Exhibit 1" Recreation Programs Coordinator; and

Section 2. The current salary ranges are hereby maintained.

* * * * *

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 24th day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF ANTIOCH**RECREATION PROGRAMS COORDINATOR**

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 supervision, to plan, organize, promote, facilitate and coordinate various recreation, social and cultural activities. May exercise technical/functional supervision of subordinate and volunteer staff. Perform related work as required.

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. Plan, organize, promote, facilitate and coordinate regularly scheduled activities, special events and services.
2. Train and provide technical/functional supervision for subordinate and volunteer staff.
3. Prepare and maintain records and reports on activities.
4. Evaluate program effectiveness and provides recommendations for improvement or modification.
5. Assist in the development and implementation of the Division's goals and objectives, policies, procedures and work standards.
6. Act as City staff liaison to outside boards, groups and committees, and the public regarding program offerings and coordination of services.
7. Promote and coordinate specific activities within a recreation programs; prepare program event and facility marketing material including news releases, flyers, schedules of events, pamphlets and brochures.
8. Promote, facilitate, and oversee the rentals of recreation facilities.
9. Participate in the preparation and administration of the recreation program budget for assigned area; submit budget recommendations; monitor expenditures; oversee program deposits, refunds and billings.
10. Participate in the selection of recreation staff for assigned area; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
11. Respond to inquiries and concerns regarding recreation activities; research and resolve conflicts as required.
12. Maintain records and develop reports concerning new or ongoing programs and program effectiveness; maintain and file recreation records and reports; prepare statistical reports as required.

CITY OF ANTIOCH
RECREATION PROGRAMS COORDINATOR (CONTINUED)

13. 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:

- Basic operations, services and activities of recreation programs.
- Principles of supervision, training and performance evaluation.
- Principles and practices of recreation program development and implementation.
- Basic procedures, methods and techniques of budget preparation and control.
- Marketing theories, principles and practices and their application to recreation activities and facilities.
- Modern office equipment including computers.
- Basic principles of municipal budget preparation and control.
- Methods and techniques of special events planning and coordination.
- Principles and practices of coordinating, maintaining and scheduling facilities.
- Program content for specialized community activities.
- Techniques used in public relations and customer service practices.
- Rules and equipment used in recreation programs.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Basic principles and practices of fiscal, statistical, and administrative research and report preparation.
- Appropriate safety precautions and procedures within the area of assignment.
- Pertinent federal, state and local laws, codes and regulations.

Ability to:

- Coordinate and direct assigned recreation programs suited to the community.
- Elicit community and organizational support for recreation programs.
- Interpret and explain City policies and procedures.
- Allocate limited resources in a cost-effective manner.
- Develop, coordinate, organize, and promote recreation programs, activities, and events.
- Recruit, select, train, and evaluate a variety of personnel and volunteers.
- Understand community needs in recreational areas and evaluate activities according to those needs.
- Develop, recommend, and implement goals and objectives for providing recreation services.
- Respond to requests and inquiries from the general public.
- Prepare and administer assigned program budgets.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Maintain program related records, statistics, and documents.
- Prepare clear and concise schedules and reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

CITY OF ANTIOCH
RECREATION PROGRAMS COORDINATOR (CONTINUED)

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in recreation, business or public administration, or a related field; or five years of experience in a municipal government setting with reelatable experience involving Parks and Recreation; and

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Experience:

A minimum or one year experience working in a Recreation setting ~~One year~~ in a leadership or coordination capacity in an organization responsible for planning and organizing recreation programs and/or related activities.

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License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain within three months of employment, appropriate, valid CPR and First Aid certificates.

Possession of, or ability to obtain within three months, appropriate, valid certification in Lifeguard Training, Lifeguard Instruction, Lifeguard Instructor Trainer, Water Safety Instruction, and Water Safety Instructor Trainer when assigned to water programs or facilities deemed by the City to require such certification.

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 in a standard office environment and at indoor and outdoor recreational facilities with travel to different locations; incumbents may be exposed to inclement weather conditions and may have some contact with chemical agents used in pool maintenance; work and/or walk on various types of surfaces including slippery or uneven surfaces; extensive public contact; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; 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 movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: July 1999

Revised: June 2014, June 2017, April 2022

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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.

CITY OF ANTIOCH
RECREATION PROGRAMS COORDINATOR (CONTINUED)




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 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: 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 thirty-six months to May 15, 2025, and increases the value of the Agreement by \$288,000 for a total amount not to exceed \$544,000; 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 thirty-six months until May 15, 2025. The proposed action will increase the value of the Agreement by \$288,000 for a total amount not to exceed \$544,000.

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 thirty-six (36) months to November 15, 2025, increasing the contract value by \$288,000 for a total amount not to exceed \$544,000.

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 thirty-six (36) months to May 15, 2025 and increases the value of the Agreement by \$288,000 for a total amount not to exceed \$544,000.

2. Authorize the City Manager to execute Amendment No. 6 to the Consulting Services Agreement between the City of Antioch and Vler 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 10th 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 36 months to May 15, 2022, increasing the contract value by \$288,000 for a total amount not to exceed \$544,000.

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 May 15, 2025 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 \$544,000, 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 24, 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 *JS*

SUBJECT: Approval of Purchase of Eleven (11) Police Vehicles Utilizing the Sourcewell Cooperative Purchasing Contract No. 091521-NAF with National Auto Fleet Group

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving the purchase of eleven (11) Police vehicles from National Auto Fleet Group for an amount not to exceed \$523,141.10.
2. Authorizing the City Manager to execute the purchase of eleven (11) Police vehicles utilizing Sourcewell Cooperative Purchasing Contract No. 091521-NAF with National Auto Fleet Group.

FISCAL IMPACT

Funding for nine (9) replacement vehicles is included in the adopted fiscal year 2021/22 budget within the Vehicle Replacement Fund and the General Fund Police Operating Budget. Additional funding for two (2) new-to-fleet Police vehicles is included in the Police Development Impact Fee budget. Replaced vehicles will be sold at auction and revenue from the sales will be returned to the Vehicle Replacement Fund.

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. The Fleet Division explored the purchase of alternative fuel options such as electric and hybrid engines but did not find any available options at this time. Due to the urgent need to replace certain vehicle within our existing fleet, City staff recommend purchasing eleven (11) internal combustion engines at this time due to a lack of available vehicles. City staff will pursue purchasing electric and hybrid Police vehicles as they become available to fill the remaining vehicle needs of the Police Department.

Once replacement and operational needs were identified for the Police Department, the City obtained quotes for the purchase of eleven (11) Police vehicles from National Auto Fleet Group. This recommended purchase replaces nine (9) Police patrol vehicles at or beyond their useful life and adds two (2) new-to-fleet vehicles to the Police Department's fleet as follows:

Vehicles to be Replaced

Veh. #	Year	Make	Model	Type
1337	2011	Ford	Crown Victoria	Patrol
1343	2011	Ford	Crown Victoria	Patrol
1354	2011	Ford	Crown Victoria	Patrol
1356	2011	Ford	Crown Victoria	Patrol
1357	2011	Ford	Crown Victoria	Patrol
1358	2011	Ford	Crown Victoria	Patrol
1359	2011	Ford	Crown Victoria	K9
1363	2014	Chevy	Caprice Utility	Patrol
1376	2017	Ford	Interceptor	K9

Replacement Vehicle Purchases

Year	Make	Model	Type
2022	Ford	Utility Interceptor	Patrol
2022	Ford	Utility Interceptor	Patrol
2022	Ford	Utility Interceptor	Patrol
2022	Ford	Utility Interceptor	Patrol
2022	Ford	Utility Interceptor	Patrol
2022	Ford	Utility Interceptor	Patrol
2022	Ford	Utility Interceptor	K9
2022	Ford	Utility Interceptor	Patrol
2022	Ford	Utility Interceptor	K9

New To Fleet Purchases

Year	Make	Model	Type
2022	Ford	Utility Interceptor	Patrol
2022	Ford	Utility Interceptor	K9

National Auto Fleet Group holds a Sourcwell Contract for Enforcement Vehicles and Police Pursuit Utility vehicles. The City can utilize cooperative purchasing and dispense with bidding procedures for the purchases of goods and services under its Municipal Code Section 3-4.12 (C) (1) and (2) which authorizes the use of Cooperative Purchasing Agreements.

ATTACHMENT

- A. Resolution
- B. Sourcwell Quotes

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE PURCHASE OF ELEVEN (11) POLICE VEHICLES AND
AUTHORIZING THE CITY MANAGER TO PURCHASE THE VEHICLES FROM
NATIONAL AUTO FLEET GROUP UTILIZING SOURCEWELL COOPERATIVE
PURCHASING CONTRACT NO. 091521-NAF IN AN AMOUNT NOT TO EXCEED
\$523,141.10.**

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

WHEREAS, the City's Fleet Division maintains the City's fleet through timely replacement of vehicles and equipment that are 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 National Auto Fleet Group, a Sourcewell cooperative purchasing vendor with fair pricing for government agencies; and

WHEREAS, by utilizing Sourcewell Cooperative Purchasing Contract No. 091521-NAF, 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 eleven (11) Police vehicles from National Auto Fleet Group for an amount not to exceed \$523,141.10; and
- 2) Authorizes the City Manager or designee to execute the Sourcewell Cooperative Purchasing Contract No. 091521-NAF with National Auto Fleet Group for the purchase of the vehicles

* * * * *

RESOLUTION NO. 2022/**

May 24, 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 24th day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

ATTACHMENT B

5/19/2022

Quote ID: 20289

Order Cut Off Date: TBA

Mr Carlos Zepeda
City of Antioch
1201 W. 4th Street
Antioch, California, 94531

Dear Carlos Zepeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Eight (8) New/Unused (2022 Ford Police Interceptor Utility (K8A) AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (8)	Total Savings
Contract Price	\$47,585.00	\$42,456.16	10.778 %	\$339,649.28	\$41,030.72
Tax (9.7500 %)		\$4,139.48		\$33,115.84	
Tire fee		\$8.75		\$70.00	
Transportation		\$350.00		\$2,800.00	
Total		\$46,954.39		\$375,635.12	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: jcooper@nationalautofleetgroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99B	ENGINE: 3.3L V6 DIRECT-INJECTION (FFV), -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon
TRANSMISSION	
Code	Description
44U	TRANSMISSION: 10-SPEED AUTOMATIC (44U)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE RATIO	
Code	Description
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
67U	ULTIMATE WIRING PACKAGE, -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)
92R	2ND ROW ONLY SOLAR TINT GLASS, -inc: privacy glass on rear quarter and liftgate window
153	FRONT LICENSE PLATE BRACKET
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
59B	KEYED ALIKE - 1284X
90E	BALLISTIC DOOR-PANELS (LEVEL III+), -inc: Driver and passenger front-doors
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches

68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps
76R	REVERSE SENSING SYSTEM
67V	FRONT & REAR POLICE WIRE HARNESS CONNECTOR KIT, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)
85R	REAR CONSOLE PLATE, -inc: Contours through 2nd row; channel for wiring
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking
OPTION PACKAGE	
Code	Description
500A	ORDER CODE 500A

2022 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2022 Ford Police Interceptor Utility AWD		
CODE	MODEL	MSRP
K8A	2022 Ford Police Interceptor Utility AWD	\$41,110.00
	OPTIONS	
99B	ENGINE: 3.3L V6 DIRECT-INJECTION (FFV), -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon	(\$3,370.00)
44U	TRANSMISSION: 10-SPEED AUTOMATIC (44U)	\$0.00
UM	AGATE BLACK	\$0.00
—	STANDARD PAINT	\$0.00
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00
—	3.73 AXLE RATIO, (STD)	\$0.00
67U	ULTIMATE WIRING PACKAGE, -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring	\$560.00
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$260.00
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)	\$620.00
92R	2ND ROW ONLY SOLAR TINT GLASS, -inc: privacy glass on rear quarter and liftgate window	\$85.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$455.00
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$60.00
59B	KEYED ALIKE - 1284X	\$50.00
90E	BALLISTIC DOOR-PANELS (LEVEL III+), -inc: Driver and passenger front-doors	\$3,170.00
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$160.00
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$0.00
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand	\$230.00
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened	\$25.00
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	\$0.00
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	\$545.00
76R	REVERSE SENSING SYSTEM	\$275.00
67V	FRONT & REAR POLICE WIRE HARNESS CONNECTOR KIT, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$185.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)	\$100.00
85R	REAR CONSOLE PLATE, -inc: Contours through 2nd row; channel for wiring	INC
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is	\$675.00

500A	ORDER CODE 500A	\$0.00
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SUBTOTAL	\$46,090.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,495.00
TOTAL PRICE	\$47,585.00

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)
Transmission: 10-Speed Automatic
3.73 Axle Ratio
GVWR: 6,840 lbs (3,103 kgs)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Integrated Roof Antenna

1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

5/19/2022

Quote ID: 20290

Order Cut Off Date: TBA

Mr Carlos Zepeda
City of Antioch
1201 W. 4th Street
Antioch, California, 94531

Dear Carlos Zepeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Three (3) New/Unused (2022 Ford Police Interceptor Utility (K8A) AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (3)	Total Savings
Contract Price	\$49,690.00	\$44,473.72	10.498 %	\$133,421.16	\$15,648.84
Tax (9.7500 %)		\$4,336.19		\$13,008.57	
Tire fee		\$8.75		\$26.25	
Transportation		\$350.00		\$1,050.00	
Total		\$49,168.66		\$147,505.98	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: jcooper@nationalautofleetgroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

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490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99B	ENGINE: 3.3L V6 DIRECT-INJECTION (FFV), -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon
TRANSMISSION	
Code	Description
44U	TRANSMISSION: 10-SPEED AUTOMATIC (44U)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE RATIO	
Code	Description
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
67U	ULTIMATE WIRING PACKAGE, -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)
92R	2ND ROW ONLY SOLAR TINT GLASS, -inc: privacy glass on rear quarter and liftgate window
153	FRONT LICENSE PLATE BRACKET
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included
96T	REAR SPOILER TRAFFIC WARNING LED LIGHTS, -inc: Fully integrated in rear spoiler for enhanced visibility, Provides red/blue/amber directional lighting - fully programmable
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
59B	KEYED ALIKE - 1284X
90E	BALLISTIC DOOR-PANELS (LEVEL III+), -inc: Driver and passenger front-doors

52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
17A	REAR AUXILIARY AIR CONDITIONING
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps
76R	REVERSE SENSING SYSTEM
67V	FRONT & REAR POLICE WIRE HARNESS CONNECTOR KIT, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)
85R	REAR CONSOLE PLATE, -inc: Contours through 2nd row; channel for wiring
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking
OPTION PACKAGE	
Code	Description
500A	ORDER CODE 500A

2022 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2022 Ford Police Interceptor Utility AWD		
CODE	MODEL	MSRP
K8A	2022 Ford Police Interceptor Utility AWD	\$41,110.00
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44U	TRANSMISSION: 10-SPEED AUTOMATIC (44U)	\$0.00
UM	AGATE BLACK	\$0.00
—	STANDARD PAINT	\$0.00
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00
—	3.73 AXLE RATIO, (STD)	\$0.00
67U	ULTIMATE WIRING PACKAGE, -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring	\$560.00
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$260.00
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)	\$620.00
92R	2ND ROW ONLY SOLAR TINT GLASS, -inc: privacy glass on rear quarter and liftgate window	\$85.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$455.00
96T	REAR SPOILER TRAFFIC WARNING LED LIGHTS, -inc: Fully integrated in rear spoiler for enhanced visibility, Provides red/blue/amber directional lighting - fully programmable	\$1,495.00
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$60.00
59B	KEYED ALIKE - 1284X	\$50.00
90E	BALLISTIC DOOR-PANELS (LEVEL III+), -inc: Driver and passenger front-doors	\$3,170.00
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$160.00
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$0.00
17A	REAR AUXILIARY AIR CONDITIONING	\$610.00
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand	\$230.00
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened	\$25.00
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	\$0.00
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	\$545.00
76R	REVERSE SENSING SYSTEM	\$275.00
67V	FRONT & REAR POLICE WIRE HARNESS CONNECTOR KIT, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$185.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC

60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)	\$100.00
85R	REAR CONSOLE PLATE, -inc: Contours through 2nd row; channel for wiring	INC
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking	\$675.00
500A	ORDER CODE 500A	\$0.00
Please note selected options override standard equipment		
	SUBTOTAL	\$48,195.00
	Advert/ Adjustments	\$0.00
	Manufacturer Destination Charge	\$1,495.00
	TOTAL PRICE	\$49,690.00
Est City: 22 MPG Est Highway: 29 MPG Est Highway Cruising Range: 478.50 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)
Transmission: 10-Speed Automatic
3.73 Axle Ratio
GVWR: 6,840 lbs (3,103 kgs)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Integrated Roof Antenna

1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Proposed Ordinance Amending Ordinance 2207-C-S (Relating to the Sale, Possession, or Provision of Specified Products by Tobacco Retailers or Businesses) By Providing a Grace Period Prior to the Effective Date of Ordinance 2207-C-S

RECOMMENDED ACTION

It is recommended that the City Council introduce, waive the first reading, and read by title only the proposed ordinance (attached hereto as Attachment A) amending Ordinance 2207-C-S.

FISCAL IMPACT

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

DISCUSSION

The proposed ordinance would modify the effective date of Ordinance 2207-C-S by adding a grace period until December 1, 2022.

At its March 8, 2022 meeting, the City Council adopted Ordinance 2207-C-S. This Ordinance took effect thirty days after its date of adoption. Ordinance 2207-C-S related to the sale, possession, provision of specified products by tobacco retailers and businesses ("Attachment B"). Recently, several tobacco retailers and businesses have indicated to the City that the implementation of Ordinance 2207-C-S within thirty days of its adoption creates a financial hardship for them by prohibiting them from selling inventory they have already purchased.

To minimize this hardship, the attached Ordinance would modify the effective date of Ordinance 2207-C-S by adding a grace period until December 1, 2022.

ATTACHMENT

- A. Draft ordinance amending Ordinance 2207-C-S
- B. Ordinance 2207 -C-S

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
MODIFYING ORDINANCE 2207-C-S (RELATING TO THE SALE, POSSESSION, OR
PROVISION OF SPECIFIED PRODUCTS BY TOBACCO RETAILERS OR
BUSINESSES) BY PROVIDING A GRACE PERIOD PRIOR TO THE EFFECTIVE
DATE OF ORDINANCE 2207-C-S**

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

SECTION 1:

The City Council is committed to taking the steps necessary to provide a healthy, safe environment for all City residents. Towards that goal, the City is concerned about the adverse effect of cigarettes and related tobacco products on its residents, including minors.

SECTION 2:

Over the years, the City Council has adopted various ordinances relating to the use of tobacco to protect the health of its residents. Consistent with this goal, the Council took additional steps restricting certain types of tobacco and tobacco products in the City by adopting Ordinance 2207-C-S with a second reading on March 8, 2022.

SECTION 3:

Immediate implementation of Ordinance 2207-C-S could cause a temporary economic hardship for tobacco retailers and businesses which have already purchased inventory that would otherwise be prohibited by Ordinance 2207-C-S. Accordingly, the Council is willing to provide a reasonable grace period prior to the effective date of Ordinance 2207-C-S.

SECTION 4:

Section 8 of Ordinance 2207-C-S regarding that Ordinance's effective date is hereby modified to state:

This ordinance shall take effect and be enforced on December 1, 2022 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.

SECTION 5: 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 6. CEQA.

The above amendment is not a project under the California Environmental Quality Act under the common sense exemption (CEQA Guidelines §15061(b)(3)) because the proposed amendment will not have a direct or reasonably foreseeable indirect physical change or effect on the environment.

SECTION 7:

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

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the ____ 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 Thorpe, Mayor of the City of Antioch

ATTEST:

Elizabeth Householder
City Clerk of the City of Antioch

ORDINANCE NO. 2207-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTION 6-8.02 OF THE ANTIOCH MUNICIPAL CODE TO ADD THE
DEFINITIONS OF CHARACTERIZING FLAVOR, CIGAR, AND LITTLE CIGAR
(INCLUDING CIGARILLO) AND AMENDING SECTION 6-8.14 OF THE ANTIOCH
MUNICIPAL CODE BOTH TO RESTRICT TOBACCO RETAILERS OR BUSINESSES
FROM SELLING OR PROVIDING TOBACCO WITH CHARACTERIZING FLAVOR,
SELLING OR PROVIDING ELECTRONIC CIGARETTE OR E-CIGARETTE AND TO
REGULATE THE SIZE AND PRICE OF SPECIFIED PACKAGES OF CIGARETTES,
LITTLE CIGARS, AND CIGARS**

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

SECTION 1:

The City Council is committed to taking the steps necessary to provide a healthy, safe environment for all City residents. Towards that goal, the City is concerned about the adverse effect of cigarettes and related tobacco products on its residents, including minors.

SECTION 2:

Over the years, the City Council has adopted various ordinances relating to the use of tobacco to protect the health of its residents. The Council received an information presentation by community youth concerned about the effects of tobacco and requesting additional restrictions on tobacco and tobacco products.

SECTION 3:

Consistent with the goal referenced above, the Council wishes to take additional steps restricting tobacco and tobacco products in the City.

SECTION 4:

Section 6-8.02 is modified to add the following definitions:

CHARACTERIZING FLAVOR. A taste or aroma other than the taste or aroma of tobacco, imparted either prior to or during consumption of tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverages, herb, or spice, provided, however, that a tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.

CIGAR. Any roll of tobacco, other than a cigarette, wrapped entirely or in part in tobacco or in any substance containing tobacco and weighing more than three pounds per thousand.

LITTLE CIGAR. Any roll of tobacco, with or without a filter, other than a cigarette, wrapped entirely or in part in tobacco or in any substance containing tobacco and weighing no more than three pounds per thousand. "Little cigar" includes, but is not limited to, any tobacco product known or labeled as "small cigar" or "cigarillo."

SECTION 5:

Section 6-8.14 is modified to state:

Section 6-8.14 RESTRICTIONS ON TOBACCO RETAILERS AND BUSINESSES

A. No tobacco retailer or business shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any tobacco or tobacco product with a characterizing flavor.

B. No tobacco retailer or business shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any electronic cigarette or e-cigarette for use with tobacco or tobacco products.

C. No tobacco retailer or business shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any of the following:

- (1) Any package of fewer than twenty little cigars
- (2) Any package of fewer than six cigars
- (3) Any package of cigarettes, little cigars, or cigars at a price that is less than ten dollars per package, including applicable fees and taxes.

SECTION 6: 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 7. CEQA.

The above amendments to the City's Municipal Code are not considered a project under the California Environmental Quality Act under the common sense 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. The proposed ordinance does not change the existing zoning in the affected areas; rather, the proposed ordinance is an overlay on the existing zoning, already approved and adopted by the City.

SECTION 8:

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

* * * * *

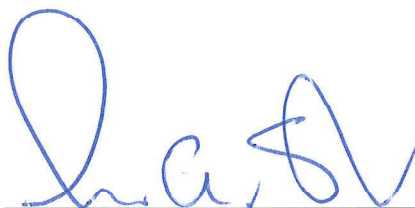
I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 22nd of February 2022, and passed and adopted at a regular meeting thereof, held on the 8th day of March 2022, by the following vote:

AYES: Council Members District 3 Ogorchock, District 4 Wilson, and Mayor Thorpe

NOES: Council Members District 1 Torres-Walker and Mayor Pro Tem (District 2) Barbanica

ABSENT: None

ABSTAIN: None



LAMAR A. THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:



ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Introduction of Ordinance Forming the Public Safety and
Community Resources Department

RECOMMENDED ACTION

It is recommended that the City Council introduce, waive the first reading, and read by title only 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 may 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 includes information about the Department's purpose, leadership, divisions, and personnel.

The Public Safety and Community Resources Department will be operated under the authority of the Director of Public Safety and Community Resources subject to the direction of the City Manager. The salary of the Public Safety and Community Resources Director will be as fixed from time to time by the Council.

The Director of Public Safety and Community Resources will be responsible for supervision of the Department's divisions. The Department will include the following divisions: (1) Housing and Homelessness Division; (2) Violence Intervention and Prevention Division, (3) Youth Services Division; (4) Environmental Sustainability and Resilience Division; and (5) Community Engagement Division.

The Housing and Homelessness Division will provide housing services to the City's low income and unhoused residents. The division will actively work with local school districts, county, state, and federal governments, housing providers, law enforcement and non-profit community-based organizations to develop policies and strategies to address the needs of persons experiencing homelessness or housing insecurity. The Housing and Homeless Division will work closely with the City's Community Development Block Grant Unit, Environmental Sustainability and Resilience Division, and housing consultants in soliciting and identifying additional funding.

The Violence Intervention and Prevention Division will work to improve public health and safety by developing programs that resolve conflicts, interrupt violence, and achieve peace. The division will work with community leaders in various diverse neighborhoods throughout the City to achieve peace by implementing initiatives that provide community-based and trauma-informed services to residents with a focus on communities that are disproportionately impacted by violence. The division will apply for support from state and county grants and contract funding to design and implement initiatives that provide community-focused, and trauma-informed responses to public health and safety issues. The division will also support and partner with community leaders, currently embedded in the various diverse neighborhoods throughout the City to make positive, proactive and reactive changes within the City.

The Youth Services Division will create equitable opportunities that uplift the value of youth voice and engage youth as influencing members of the City. The division will conduct youth-centered programs, events, and initiatives. Its activities will help youth build positive relationships, gain self-confidence, and meet their personal, educational, vocational, and life goals. The division's programs will address incidental, emotional, and educational barriers that youth encounter. Programs will also build the capacity of youth to build positive relationships with their families and other positive role models in their lives. The division will collaborate with families, school districts, charter schools, non-profit

organizations, the police department, and faith-based communities. The Youth Services Division will be operated under the supervision of the Youth Services Network Manager, subject to the direction of the Public Safety and Community Resources Director.

The Environmental Sustainability and Resilience Division will manage the City's sustainability programs, including water conservation, climate change and resilience, energy efficiency, pollution, and waste prevention. The division will advance partnerships for waste collection, recycling grants, the City's Climate Action and Resilience Plan, and coordinate with other departments and partner agencies.

The Community Engagement Division will proactively engage with the community to address critical public health and safety issues through events, initiatives, public forums, and panel discussions. The division will link residents to resources that resolve community public health and safety issues. The division will collaborate with other divisions within the Public Safety and Community Resources Department on matters concerning housing and homelessness, violence intervention and prevention, 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 fostering a sense of belonging for every person.

ATTACHMENTS

A. Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING AND RESTATING ARTICLE 8 AND ADDING ARTICLE 9 TO CHAPTER 3 OF TITLE 2 OF THE ANTIOCH MUNICIPAL CODE CREATING THE PUBLIC SAFETY AND COMMUNITY RESOURCES DEPARTMENT

WHEREAS, the City Council formed the Public Safety and Community Resources Ad Hoc Committee to work with City staff to research and make recommendations to the City Council on the potential formation of the Public Safety and Community Resources Department (the “Department”);

WHEREAS, the City Council directed the City Attorney to prepare an ordinance forming the Public Safety and Community Resources Department;

WHEREAS, Public Safety and Community Resources Department shall include divisions addressing housing and homelessness, violence intervention and prevention, youth services, environmental resources, and community engagement; and

WHEREAS, the Public Safety and Community Resources Department shall be led by the Public Safety and Community Resources Director whose duties shall include planning, directing, managing, and overseeing the activities and operations of the Department.

The City Council of the City of Antioch, California, hereby ordains as follows:

SECTION 4. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 5. The table of contents for Chapter 3 of Title 2 of the Antioch Municipal Code is hereby amended and restated to add Articles 8 and 9 as follows:

CHAPTER 3: DEPARTMENTS

Section

Article 1: Community Development
[No change]

Article 2: Public Works
[No change]

Article 3: Department of Finance
[No change]

Article 4: [Reserved]
[No change]

Article 5: Department of Leisure Services
[No change]

Article 6: Legal Services
[No change]

Article 7: Information Systems
[No change]

Article 8: Public Safety and Community Resources Department

- 2-3.801 Created.
- 2-3.802 Operation.
- 2-3.803 Housing and Homelessness Division.
- 2-3.804 Violence Intervention and Prevention Division.
- 2-3.805 Youth Services Division.
- 2-3.806 Environmental Resources Division.
- 2-3.807 Community Engagement Division.

Article 9: *Promulgation of Rules by Department Heads*

- 2-3.901 Authorization.

SECTION 6. Articles 8 and 9 of Chapter 3 to Title 2 of the Antioch Municipal Code are hereby amended and restated to read as follows:

ARTICLE 8: Public Safety and Community Resources Department

§ 2-3.801 CREATED.

There is hereby created in the government of the City a Public Safety and Community Resources Department, which shall consist of the following functions:

- (A) Housing and Homelessness
- (B) Violence Intervention and Prevention
- (C) Youth Services
- (D) Environmental Sustainability and Resilience
- (E) Community Engagement

§ 2-3.802 OPERATION.

The Public Safety and Community Resources Department shall be operated under the authority of the Public Safety and Community Resources Director subject to the direction of the City Manager. The Public Safety and Community Resources Director shall be responsible for supervision of the department's divisions.

§ 2-3.803 HOUSING AND HOMELESSNESS DIVISION.

The Housing and Homelessness Division shall provide housing services to the City's low income and unhoused residents. The division shall actively work with local school districts, county, state, and federal governments, housing providers, law enforcement and non-profit community-based organizations to develop policies and strategies to address the needs of persons experiencing homelessness or housing insecurity.

§ 2-3.804 VIOLENCE INTERVENTION AND PREVENTION DIVISION.

The Violence Intervention and Prevention Division shall work to improve public health and safety by developing programs that resolve conflicts, interrupt violence, and achieve peace. The division shall work with community leaders in various diverse neighborhoods throughout the City to achieve peace by implementing initiatives that provide community-based and trauma-informed services to residents with a focus on communities that are disproportionately impacted by violence.

§ 2-3.805 YOUTH SERVICES DIVISION.

The Youth Services Division shall create equitable opportunities that uplift the value of youth voice and engage youth as influencing members of the City. The division shall conduct youth-centered programs, events, and initiatives. Its activities shall help youth build positive relationships, gain self-confidence, and meet their personal, educational, vocational, and life goals. The division's programs shall address incidental, emotional, and educational barriers that youth encounter. Programs shall also build the capacity of youth to build positive relationships with their families and other positive role models in their lives. The division shall collaborate with families, school districts, charter schools, non-profit organizations, the police department, and faith-based communities. 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.

§ 2-3.806 ENVIRONMENTAL SUSTAINABILITY AND RESILIENCE DIVISION.

The Environmental Sustainability and Resilience Division shall manage the City's sustainability programs, including water conservation, climate change and resilience, energy efficiency, pollution, and waste prevention. The division shall advance partnerships for waste collection, recycling grants, the City's Climate Action and Resilience Plan, and coordinate with other departments and partner agencies.

§ 2-3.807 COMMUNITY ENGAGEMENT DIVISION.

The Community Engagement Division shall proactively engage with the community to address critical public health and safety issues through events, initiatives, public forums, and panel discussions. The division shall link residents to resources that resolve community public health and safety issues. The division shall collaborate with other divisions within the Public Safety and Community Resources Department on matters concerning housing and homelessness, violence intervention and prevention, 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 fostering a sense of belonging for every person.

§ 2-3.808 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.

§ 2-3.809 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 Housing and Homelessness Division, the Violence Intervention and Prevention 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.

§ 2-3.810 DIRECTOR SALARY.

The salary of the Public Safety and Community Resources Director shall be as fixed from time to time by the Council.

ARTICLE 9: PROMULGATION OF RULES BY DEPARTMENT HEADS

§ 2-3.901 AUTHORIZATION.

Each department head may prepare written rules and regulations for the conduct of his department. After approval by the City Manager, such rules and regulations shall be the policy of that department and shall be enforceable under the provisions of this code and the personnel rules. Such rules and regulations shall in no way conflict with the policies

of the Council or the provisions of this code, the personnel rules of the City, or state laws, and any such conflict shall be resolved in favor of said latter policies, rules, and laws.

SECTION 7. 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 8. 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 9. 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.

* * * * *

ATTACHMENT A

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 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Julie Haas-Wajdowicz, Administrative Analyst III *JH*

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

SUBJECT: Proposed Organics Collection Rates for Collection Services with Republic Services as Required by Senate Bill (SB) 1383

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve one of the following rate structures to provide the organics collection programs mandated by SB 1383, and
2. Adopt the resolution authorizing the City Manager to enter into an agreement with Republic Services for the collection of organics material in accordance with Senate Bill 1383.

Program Options	Residential % increase	Commercial % increase
1. Antioch proposed bi weekly compost - basic conversion of existing green waste carts to Organics and diversion to a composting facility. Commercial program to continue with current implementation and service.	9.8	12.6
2. Antioch proposed Residential weekly compost, Commercial same as above.	19.2	12.6
3. Antioch Proposed Residential weekly compost and SB1383 assistance for all customers.	20.1	13.9
4. Contract extension to 2028 with weekly Residential compost collection and SB1383 assistance (*Includes a 10% franchise fee for Residential and 12% for Commercial)	15.2*	7.7*

FISCAL IMPACT

Each program option has an associated fiscal impact.

In an effort to achieve program compliance with a minimal impact on Antioch rate payers, options 1, 2 and 3 incorporate a City waiver of applicable franchise fees. The waiver of franchise fees is estimated as \$350,000 to \$600,000 less in potential City revenues.

In option 4, the franchise fee is reduced from 12% to 10% for residential service and is maintained at 12% for commercial service. Annual franchise fee revenues are estimated to increase over time only as it relates to Consumer Price Index (CPI) adjustments.

Should the Council adopt option 1 or 2 above, there will be additional costs borne by the City in the form of staff time and outreach efforts otherwise addressed by the hauler in options 3 and 4.

DISCUSSION

Background

Current legislation

Senate Bill (SB) 1383 was adopted in September 2016 and establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to rescue at least 20% of currently disposed edible food by 2025 and redirect that food to people in need.

<https://calrecycle.ca.gov/organics/slcp/electedofficials/>

From 2016-2020, the California Department of Resources, Recycling and Recovery (CalRecycle) worked to develop regulations to achieve the goals of SB 1383. These new regulations were finalized by CalRecycle in November 2020 and took effect in January 2022.

Per the regulations, the City must:

- Provide organic waste collection to all residents and businesses
- Establish a food recovery program to recover edible food from the waste stream and redistribute it for consumption
- Conduct outreach and education to all affected/relevant parties, waste generators, haulers, facilities, edible food recovery organizations, and City departments
- Conduct Capacity Planning: evaluate the City's readiness to implement SB 1383
- Procure recycled organic waste products like compost, mulch, and renewable natural gas (RNG)
- Inspect and enforce compliance with SB 1383
- Maintain accurate and timely records of SB 1383 compliance

The primary goal of proposed rate scenarios is to provide organic waste collection to all residents and businesses and to ensure that that material is diverted from the landfill. Currently, the residential green waste cart is for yard waste only and is used as Alternative Daily Cover (ADC) at Keller Canyon Landfill. As of January 1, 2020, use of this material as ADC is no longer considered recycling and is now counted as disposal under AB 1594. Additionally, SB 1383 requires the City to add food waste to our diversion programs, so our green cart contents need to be directed to a facility that can process both yard waste and food waste.

Franchise Agreement

The City of Antioch has had an exclusive waste and recycling hauling agreement with Pleasant Hill Bayshore Disposal (PHBD) since 1974. With ownership changes of PHDB over the years and regulatory changes by the state, the franchise agreement has been transferred and updated as needed. Our last major overall of the agreement was in 2010 when the franchise agreement was with Allied Waste. In 2008, Allied Waste and Republic Services merged and requested a 10-year contract extension, an annual rate adjustment methodology change and residential rate restructuring. Since then, they are now branded as Republic Services (Republic) and will be referred to thorough the reminder of this report as such. Republic offered an expanded commercial and residential programs, additional services to the City and payment of Community Impact Fees in their request. This extended the existing contract until July 31, 2025 and is the franchise agreement under which the City is currently operating. It is included as Attachment B to this staff report. Table 1 below outlines those changes. The commercial wet/dry option was never implemented, but Republic has been offering Commercial Organics Collection to all customers and has been working with their commercial customers to achieve compliance with the regulations related to SB 1826.

Table 1

	2005 Agreement	Current Agreement
Agreement Term	July 31, 2015	July 31, 2025
Annual Rate Adjustment	Residential rates can increase annually by 60% of CPI annual increase with a 5% max annual increase Commercial rates can be increased at 100% of CPI annually.	Residential rate can increase annually by 2% or 90% of CPI, whichever is greater. 5% max annual increase Commercial rates can be increased by 100% of CPI or 2% whichever is greater. 5% max annual increase
Single-Family Recycling	Bi-weekly collection – 64 gallon cart	Weekly collection – 64 gal cart Materials added to program: electronic waste,

		rigid plastics, hard cover books
Single-Family On-Call Service	2 garbage and 2 recycling on call pickups per year for additional material. For larger items such as mattresses or appliances a fee applies	2 on call garbage collections plus one large item at no charge per year. 3 recycling/yardwaste on call pickups per year Batteries and compact fluorescent light bulbs added to on call program. Reuse day drop off option
City Services		Include roll-off bins Earth Day Cleanup event and APD's monthly Neighborhood Cleanup Events to annual city services Collect recycling and garbage from all City Parks Manage Fulton Shipyard Road Annex garbage and recycling service Collection of fluorescent light bulbs from city facilities at no charge Assistance with enforcement of §6-3.02, mandatory garbage and recycling service
Commercial Recycling	Single stream (comingled) or source separated recycling service	Existing options, plus wet/dry sort option at regular garbage rates

Analysis

- SB1383 compliance

The rate increase options for selection represent efforts to show progress towards compliance with SB 1383 while keeping the rates as low as possible for Antioch

residents and businesses. Due the multifaceted requirements of SB 1383, none of the rate proposal will result in full compliance. The first step was to update the Antioch Municipal Code, which Council approved in January of this year. Having mandatory organics service to all generators is the next major milestone in the process. The City's goal is to continue to make substantial efforts to comply with SB 1383 and avoid issuance of a Notice of Violation (NOV) for as long as possible. This will delay the implementation of a Corrective Action Plan (CAP) so that the time period for the CAP will last beyond the City's solicitation for a new franchise agreement. If the City Council were to not approve a rate structure so that an organics program can be implemented this summer, the State will issue a NOV to the City. An early NOV would fast track placement on a CAP now and present the challenge of achieving compliance prior to the bidding process for the new agreement. Detailed guidance on CalRecycle's SB 1383 compliance process can be found in Attachment C of this report.

One other step that staff will be making to avoid the CAP mentioned above as well as a more aggressive a 3-6 month compliance plan, is to begin enforcement action for businesses without organics programs as required by AB 1826. Staff plans to address these by mailing notices of violation in the next month. That list of businesses is currently being finalized by staff at Republic Services. CalRecycle will be following up with staff in late June or early July to verify our progress on this issue.

While establishing the mandatory organics program and the rate structure to fund it are the primary objectives of this agenda item, Republic Services has also submitted possible rate structures to address other aspects of SB 1383 Compliance. In rate proposals #3 & 4, the cost for additional SB 1383 compliance is included. Generally speaking, both proposals address route auditing and extra outreach. Both proposals will be outlined further in the Rate options section below.

- Rate options

It is the recommendation of staff that the City Council adopt rate structure 1 or 3 listed above. Option 1 provides rate payers with the lowest possible rate increase while the City works to implement SB 1383 in a way that delays Antioch's placement on a Corrective Action Plan. Option 3 provides the highest opportunity for program success and SB 1383 implementation until a new Franchise Agreement in 2025 is in place.

Each of the 4 scenarios above have slightly different program offerings. All options include adding food waste to the residential green cart and directing the contents of those carts to a composting facility. Program details are broken out in Table 2, below and a detailed overview of each option follows. Cost overviews for Options 1-3 can be found in Attachment D. Also included in Attachment D are rate calculations for residential service for each option and a countywide comparison of the rate. The original proposal for Option 4 is included as Attachment E.

Table 2: Rate option overview

Proposed rate increases	Residential % increase	Commercial % increase	Residential green cart frequency	Route Auditing included	Additional outreach included	Franchise fees collected on rate increase	Added program features
1. Residential bi-weekly compost, existing commercial program	9.8	12.6	bi-weekly	No	no	no	
2. Residential weekly compost, existing commercial program	19.2	12.6	weekly	No	no	no	
3. Residential weekly compost and SB1383 assistance	20.1	13.9	weekly	yes	yes	no	
4. Extension 2028 with weekly Residential compost collection and SB1383 assistance	15.2	7.7	weekly	yes	yes	10% on Residential, 12% on Commercial	Yes, see Attachment E

Option 1: Biweekly residential organics collection

Option 1 converts the existing residential green waste cart (green cart) to an organics cart but keeps all other services the same. This option is the cheapest to our rate payers. It would be the easiest to implement as it only involves one additional truck and Republic should be able to implement immediately with the fleet on hand. Biweekly organics collection is not ideal and this would be a temporary solution until the new franchise agreement in 2025.

This option keeps the existing commercial organics program but there will be increased participation in the program as Republic and staff work to get all commercial accounts set up for service. Republic has been offering organics collection to those that are required to have it under SB 1826 since 2018. There has been no rate increase to cover this additional service. As we shift to requiring service for all generators, Republic is requesting a 12.6% increase to Commercial garbage and recycling rates to fold the organics costs into those rates.

Option 2: Weekly residential organics collection

Weekly residential organics is the desired collection frequency but comes at a much higher rate increase. The majority of the cost is related to the 3 additional trucks and drivers that are needed to go from biweekly to weekly collection. Collecting food waste weekly helps cut down on the potential for odors and by doing so increases participation

in the organics collection. The Commercial rate increase and program is the same for option 2 as it is for option 1.

Option 3: Weekly residential organics collection, Additional SB1383 assistance

Option 3 has the collection frequency of Option 2 but with additional SB 1383 support. Since the rate increase is nominal (.9% higher for Residential and 1.3% higher for commercial) in comparison to Option 2, should the Council wish to convert to weekly residential organics collection immediately, rather than wait until the new franchise agreement, staff recommends adopting Option 3.

The additional SB 1383 assistance Republic has included involves 2 additional full-time employees (FTE) and additional outreach funds. One FTE would be a residential route auditor, who would be responsible for conducting the route reviews that are required under SB 1383. This entails random visual inspection of cart contents for each collection route on an annual basis. The other FTE would be a 2nd Commercial Recycling Coordinator who would assist businesses with implementing the required programs in addition to the route audits required.

Option 4: Extension of Franchise Agreement to 2028

While staff is not in favor of extending the current franchise agreement, Republic has requested that the option be put forward to City Council. Option 4 includes all the program changes and SB 1383 implementation included in Option #3, but the rate increase is discounted to reflect the value Republic Services places on extending the contract for an additional 3.5 years to Dec 31, 2028. Additionally, this includes reducing the franchise fee for residential service revenue from 12% to 10% and keeping franchise fees collected on commercial customers at the current 12%.

Republic's full proposal can be found in the December 16, 2021 SB 1383 Contract Proposal (Attachment E) as SB1383 Compliant Proposal. The rate increase options before contained in this report vary slightly from that initial proposal, however the program offering does not. In Attachment E, the rate increase is a flat increase across all customer types. Staff asked for Republic to break out the cost so that each customer type is bearing the cost of the service provided. In the original rate increase request, Commercial customers would have been covering some of the costs related to residential service. In an effort to still keep residential rates as low as possible, Republic is suggesting that the City collect less in franchise fees for related to revenue collected from residential customers. This would entail changing our franchise fee to 10% for residential revenue and keeping it at 12% for commercial.

ATTACHMENTS

- A. Resolution
- B. Current Franchise Agreement
- C. CalRecycle compliance process guidance document
- D. Cost proposals and rate analysis spreadsheets
 - 1. Biweekly Residential Costs
 - 2. Weekly Residential Costs
 - 3. Commercial Costs options
 - 4. Residential Rate Scenarios
 - 5. Residential Rate options comparison to other jurisdictions
- E. December 16, 2021 SB1383 Contract Proposal
- F. Presentation Slides

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REPUBLIC
SERVICES FOR COLLECTION OF ORGANICS MATERIAL AS REQUIRED BY
SENATE BILL 1383**

WHEREAS, the City and Republic Services, DBA Allied Waste Systems did, on March 25, 2010, enter into an Exclusive Franchise Agreement for the collection of refuse, and recycling materials in the City;

WHEREAS, the City of Antioch requested and subsequently received a proposal from Republic Services to redirect green waste from use as Alternative Daily Cover to a composting facility and to add food waste to the existing green waste collection services, thus converting it to an organics collection;

WHEREAS, the City Council held a public hearing on this matter on May 24, 2022; and

WHEREAS, amendment of a franchise agreement is not a “project” as defined by the CEQA Guidelines as it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

NOW, THEREFORE. BE IT RESOLVED that the City Council of the City of Antioch hereby adopts and authorizes the following:

1. Authorizes the City Manager to enter into an agreement with Republic Services with a maximum rate increase of XX% for Residential Service and XX% for Commercial Service to implement the organics collection program options which correspond with that rate increase in order work towards compliance with SB1383 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 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Elizabeth Householder
City Clerk of the City of Antioch

Amended and Restated Agreement for Collection Services

**City of Antioch
and Allied Waste Systems, Inc.
A Delaware Corporation
Db, Allied Waste Services of Contra Costa County, Inc.**

March 25, 2010

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Amended and Restated Agreement For Collection Services

This Amended and Restated Agreement is entered into and effective, _____ 2010 between the City of Antioch, a municipal corporation of the State of California (City), and Allied Waste Systems, Inc. A Delaware Corporation (Contractor), Dba CONTRACTOR Allied Waste Services of Contra Costa County and amends and restates the Agreement For Collection Services dated September 2, 2005.

This Agreement is based on the following facts:

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) and subsequent additions and amendments (codified as Public Resources Code Section 40000 et seq.), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid waste collection within their jurisdictions

B. Allied Waste Services of Contra Costa County is the City's current Contractor for collection, removal and disposal of Solid waste under a franchise agreement dated July 8, 1988 that was extended from August 1, 2010 to July 31, 2015 pursuant to an Agreement For Collection Services dated September 2, 2005. In exchange, Contractor provided expanded services and programs with the goal of meeting the City's AB 939 requirements.

C. Customers in the City are generally very satisfied with the services that they receive from the Contractor and continuing with the Contractor minimizes or avoids the risk of service disruptions that may come with a transition to a new company.

D. Contractor has requested an extension of that agreement from August 1, 2015 to July 31, 2025_. In exchange, Contractor proposes to expand garbage and recycling services at all City parks and facilities; increase special event garbage collection services; expand residential recycling services; enhance commercial recycling; provide a program to collect household batteries and compact fluorescent light bulbs; provide additional clean-up days for residential customers; and pay a Community Impact Fee of One Million Dollars to the City.

E. The City has undertaken negotiations with the Contractor to develop this Agreement; the negotiations have resulted in a satisfactory result; the Contractor agrees to and acknowledges that it shall collect, transfer, transport, process and dispose of all Solid waste collected in the City area and the City is not instructing the Contractor how to collect or where to dispose of Solid waste, including Recyclable materials and Green waste; and this Agreement reflects the results of the negotiations and is satisfactory to the parties.

Now, therefore, the parties agree as follows:

Article 1. Definitions

1.01 Definitions. For the purpose of this Agreement, the definitions contained in this Article apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of the word or phrase as contained in Chapter 3 of Title 6, "Solid Waste and Rubbish: of the Antioch Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender includes the feminine gender.

Agreement means this franchise agreement (dated as as of the first date on page 1 of the Agreement, including all exhibits and attachments, and any amendments thereto) between the City and the Contractor for collection, transfer, transportation and disposal of Solid waste and other services related to reliable Solid waste collection.

Americans with Disabilities Act (ADA) means 42 United States Code 12101-12213 and 27 United States Code 225 and 611 and all federal rules and regulations relating to it.

Bin means a container with capacity of one to eight cubic yards, with hinged lid and wheels/no wheels serviced by a front end-loading truck.

Bulky waste or bulky items means discarded large household appliances such as washers and dryers, dishwashers and other appliance without Freon (white goods), e-waste, furniture, tires, carpets, mattresses and similar large items which require special handling due to their size, but can be collected without special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned vehicles or household hazardous waste (except for e-waste).

California Integrated Waste Management Act of 1989 or AB 939 means California Public Resources Code Section 40000 and following, and subsequent amendments to it.

Cart means a container with a hinged lid and wheels serviced by an automated or semi-automated loading truck with varying capacities of approximate 20 to 100 gallons.

City Manager means the City Manager of Antioch or his or her designee.

Collection, collect and collection services means the collection of:

- (a) Solid waste and its transportation to a transfer station or landfill;
- (b) Recyclable material and its transportation to a processing or materials recovery facility; and
- (c) Green waste and its transportation to a processing facility or landfill.

Commercial means a primarily non-residential use, including retail sales; professional services; wholesale operations; manufacturing and industrial operations; healthcare and educational operations; and institutional, governmental and non-profit uses. It does not include a business conducted in a residence with a home occupation use permit.

Commercially generated Recyclable materials means Recyclable material generated at commercial property and separated by the generator for collection in a manner different from Solid waste.

Commingled recyclables or mixed recyclables means more than one type of Recyclable material in a bin, cart, drop box, compactor or other type of container that is separated from Solid

waste. This material includes, but is not limited to, wood, paper, plastic, metals, glass, and other dry waste. Commingled recyclables excludes Mixed waste or Contaminated recyclables.

Compactor means a mechanical apparatus that compresses materials.

Compost means the product resulting from the controlled decomposition of organic wastes, including Green waste, wood waste and food waste which are not hazardous wastes.

Construction and demolition debris means wood, wallboard, metals, glass, paper, plastic, concrete, and other recyclable and non-recyclable Solid wastes, including Mixed waste, generated by residential, commercial and industrial demolition, remodeling, and construction activities. (See Article II of Chapter 3 of Title 6 of the Antioch Municipal Code)

Container means an approved container used for the disposal and storage until collection of Solid waste, Green waste or Recyclable material. It includes a cart, bin, or drop box (or roll-off box, debris box).

Contractor means a company that has entered into a franchise agreement with the City for the collection of Solid waste, Green waste and/or Recyclable materials, under Chapter 3 of Title 6 of the Antioch Municipal Code.

Disposal means the ultimate disposition of Solid waste collected by Contractor at a landfill in full regulatory compliance or other fully permitted disposal site. Disposal does not include alternative daily cover (ADC) to the extent state law defines ADC as landfill diversion for the purposes of AB 939.

Diversions requirement means the diversion of 50% or more of the Solid waste and recyclables disposed of in the city, as required by AB 939 and any subsequent actions.

Drop Box means an open-top container with a capacity of eight to fifty cubic yards that is serviced by a roll-off truck. "Handy hauler" means a small drop box with a capacity of four to six cubic yards generally used by customers on a temporary basis.

Environmental laws mean all federal and state statutes and Contra Costa County ordinances and regulations concerning public health, safety and the environment, including amendments to them. These include (by way of example and not limitation):

- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq;
- the Resource Conservation and Recovery Act, 42 U.S.C. §69012 et seq.;
- the federal Clean Water Act, 33 U.S.C. §1251 et seq.;
- the Toxic Substances Control Act, 29 U.S.C. §1601 et seq.;
- the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.;
- the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.;
- the California Toxic Substances Account Act, California Health and Safety Code §25300 et seq.;
- the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.;
- the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.

E-waste or electronic waste means discarded electronic equipment such as stereos, radios, speakers, televisions, computers, monitors, VCRs, printers, copiers, facsimile machines, DVDs, microwaves, telephones and similar items (including cathode ray tubes and other universal waste which may require special handling).

Exempt waste means those wastes, including hazardous waste and infectious waste, included within the exemptions set forth in Antioch Municipal Code Section section 6-3.01.

Food waste means food scraps separated from Solid waste and offered for collection by the Contractor, that will decompose and/or putrefy including (i) all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs, and (ii) paper waste contaminated with food waste or otherwise not accepted pursuant to the service specifications.

Garbage. See Solid waste.

Green waste means organic material from trees, shrubs, grass and other vegetation. Trees may not be more than six inches in diameter. Green waste does not include plastic bags, bricks, rocks, gravel, large quantities of dirt, concrete, sod, non-organic wastes, loose fruits and vegetables, tree trunks, stumps, palm fronds, branches more than six inches in diameter or three feet in length, or pet waste.

Hazardous waste means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as hazardous waste by the United States Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), and all future amendments thereto. However, for the purposes of this Agreement, hazardous waste shall not mean household hazardous waste which may be contained in Solid waste provided that the City is in compliance with federal, state and local laws related to the diversion of household hazardous waste.

Household hazardous waste means hazardous waste generated at residential sites in the City, including normal residential amounts of household chemicals, pesticides, motor oil, paint, products containing mercury, e-waste categorized as universal waste (such as television tubes or monitors), anti-freeze, and lead-acid batteries.

Landfill means a permitted disposal site which accepts Solid waste.

Litter means any quantity of improperly discarded waste materials, including paper, metal, plastic, glass or other miscellaneous Solid waste thrown or deposited in the public right-of-way, public property or water.

Materials recovery facility (MRF) means a permitted facility where Solid waste or Recyclable material is sorted or separated for recycling, reuse or processing.

Medical waste or Infectious waste means waste which may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, hospitals, and similar facilities processing wastes which may include human or animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves. (Reference: 17 Cal. Adm. Code 314(d); Health and Safety Code Sections 118215 and 25015 et seq., especially 25117.5).

Mixed waste or Contaminated recyclables means combined Recyclable materials and non-Recyclable materials.

Multi-family residential means residential premises having multiple residences, which have centralized Solid waste services. In this Agreement, premises may be classified as residential (with individual billing for each residence) or multi-family residential (with a single billing for each complex or group of units).

Premises mean any land or building in the City where Solid waste is generated or accumulated.

Processing facility means a facility to which residential Green waste, food waste or Recyclable material is brought to be processed (into compost, mulch, or soil amendment), separated, recycled or reused.

Recyclable materials means and includes glass, paper, cardboard, wood, concrete, plastic, used motor oil & filters, ferrous and non-ferrous metal, aluminum, and any other waste materials that are capable of being recycled. The terms recycle, recycled and recycling each mean and refer to the process of collecting, sorting, cleansing, treating, reconstituting and/or selling recycling materials, and returning them to the use in the economy. It includes construction and demolition debris, including asphalt and concrete. (See regulations regarding management plan for construction and demolition debris at Article II of Chapter 3 of Title 6 of the Antioch Municipal Code)

Recycling center means a facility established and licensed for the collection of Recyclable materials, including but not limited to buy-back centers or drop-off locations, which are supplemental to the curbside recycling program operated by Contractor.

Refuse. See Solid waste.

Residence or dwelling unit means an individual living unit having bathroom and kitchen facilities in a **single-family (SFD)** or a **multi-family (MFD)** building. (See also multi-family residential.) It does not include a hotel or motel or an institutional facility.

Rubbish. See Solid waste.

Salvage means the authorized and controlled accumulation of Solid waste materials for subsequent use.

Service specifications means the detailed operational description and other data that are contained in Exhibit A and that provide the baseline used by the City to measure the success of specific programs described in this Agreement.

Solid waste and waste each mean all putrescible and non putrescible solid, semi-solid, and liquid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, commercial and industrial wastes, Green waste, Construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. Solid waste and waste include Recyclable materials that are discarded by the generators of such materials and Mixed waste which include both recyclable and non-recyclable materials. Solid waste and waste does not include any of the following wastes: (1) hazardous waste, as defined in Public Resources Code Section 40141; (2) radioactive waste; and (3) medical waste regulated pursuant to the Medical Waste Management Act. It includes all Recyclable materials that are discarded by the generator, and Mixed waste. Solid waste does not include exempt waste, as defined above.

Refuse means garbage and rubbish. It does not include Green waste or Recyclable material that has been separated out for recycling, recovery or reuse.

Rubbish means non-putrescible Solid wastes such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber byproducts or litter.

Source separated means the generator's segregation from Solid waste of materials designated for separate collection for recycling, recovery or reuse.

Transfer station means a facility used to receive Solid wastes, temporarily store or process the materials in the Solid wastes, or to transfer the Solid wastes directly from smaller to larger vehicles for transport.

Universal wastes are hazardous wastes that are more common and pose a lower risk to people and the environment than other hazardous wastes. (see California Code of Regulations, Div. 4.5, chapter 23.) They include, for example; mercury thermostats, switches and thermometers; batteries; fluorescent and high-intensity lamps; non-empty aerosol cans; certain consumer electronic devices; and cathode ray tubes such as those found in television and non-flat monitors.

Waste generator or generator means the person who produces the Solid waste, Recyclable material or Green waste, or whose act first causes the Solid waste to become subject to regulation. (Public Resources Code §§40170, 40191)

White goods means inoperative or discarded refrigerators, ranges, water heaters, freezers, washers, dryers, and other similar large household appliances. (See also, bulky items.)

Article 2. Exclusive Agreement

2.01 Exclusive Agreement. The Contractor is granted an exclusive right to provide collection processing and disposal services within the City for Solid waste, Recyclable materials and Green waste for single family residential, multifamily residential, commercial and industrial premises except for exempt wastes, self-hauling if permitted by the City following consultation with contractor regarding reasonable regulations, or as otherwise limited by this Agreement or by law. This Agreement is based on the statutory and constitutional powers provided to the City effectuated through the contractual terms of this Agreement. Contractor accepts this right and privilege and contractually agrees to perform according to the terms, benefits and obligations provided for herein.

2.02 Generator's Recycling Obligation. Generators may dispose of Recyclable materials, Green waste and bulky items by lawful means as provided for in Chapter 3 of Title 6 of the Antioch Municipal Code, including but not limited to, taking Recyclable materials, Green waste or bulky items directly to drop-off facilities and donating or selling such items to private or public entities.

2.03 Contractor Warranties. In signing this Agreement, Contractor warrants that to the best of its knowledge the following is true and accurate:

a. Contractor Resources. Contractor possesses the business, professional, and technical expertise to collect, transport, process, and transfer the Solid waste and Recyclable material generated in the City; and Contractor possesses the equipment, facility, and employee resources required to perform the services specified in this Agreement.

b. Agreement Will Not Cause Breach. To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance by Contractor of its obligations hereunder: (i) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to Contractor; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

c. No Adverse Judicial Decisions. To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement and may subject this Agreement to legal challenge.

d. No Legal Prohibition. To the best of Contractor's knowledge, after reasonable investigation, there is no applicable law in effect on the date Contractor signed this Agreement that would prohibit the performance by the Contractor of its obligations under this Agreement and the transactions contemplated hereby.

e. Contractor's Investigation. Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder and has taken these matters into consideration in its agreement to provide these services in exchange for the compensation provided for under the terms of this Agreement.

f. Contractor Status. Contractor is duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

g. Contractor Authorization. Contractor has the authority to enter into and perform its obligations under this Agreement. The board of directors of Contractor (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Contractor represent and warrant that they have authority to do so. This Agreement constitutes the legal, valid and binding obligation of the Contractor.

h. Statements and Information in Contractor's Proposal. The information supplied by Contractor in all written submittals made in connection with Contractor's services, including Contractor's Proposal dated March 24, 2003 and letter of February 5, 2010 and the negotiation and execution of this Agreement, and all written representations and warranties made by Contractor throughout this Agreement are true, accurate, correct, and complete in all material respects on and as of the effective date of this Agreement.

i. No Litigation. To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

2.04 Conditions to Effectiveness of Agreement. The obligation of the City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each of the conditions set out below, each of which may be waived in whole or in part by the City.

a. Accuracy of Representations. Representations and warranties made by Contractor in Section 2.03 and throughout this Agreement are accurate, true and correct on and as of the effective date of this Agreement.

b. Absence of Litigation. There is no litigation pending or threatened in any court challenging the award of this Agreement to the Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance as of the effective date of this Agreement.

c. Furnishing of Insurance and Financial Assurances. Contractor has furnished satisfactory evidence of the insurance and the financial assurances required by Article 13 of this Agreement.

d. Effectiveness of City's Council's Action. City's Resolution No. 2010/14 approving this Agreement shall, pursuant to California law providing that such a resolution is subject to referendum for 30 days following approval, shall become fully effective prior to the effective date of this Agreement.

e. Corporate Guarantee. On or before the date of signature of this Agreement the Contractor shall provide a guarantee or other assurance acceptable to the City from Contractor's ultimate parent company, or other parent company acceptable to the City, guaranteeing or assuring performance under this Agreement by the Contractor. The guarantee will be incorporated into this Agreement as Exhibit D.

2.05 Limitations to Scope. This grant to the Contractor of an exclusive agreement, right and privilege to collect, transfer, transport, process and dispose of Solid waste, including Green waste and Recyclable materials, shall be interpreted to be consistent with state and federal laws, now and during the term of the Agreement, and the services provided hereunder shall be limited by applicable state and federal laws, regulations or judicial decisions or orders with regard to the matters contained in this Agreement. If future interpretations of applicable state and federal laws, regulations or judicial decisions or orders limit the ability of the City to lawfully provide for the scope of agreement as specifically set forth herein, in the City's reasonable discretion, the Contractor agrees that the scope and extent of the Agreement will be limited to those services which may be lawfully provided for under this Agreement, and that the City shall not be responsible for any lost profits claimed by the Contractor arising out of further limitations of the scope or extent of services of the Agreement set forth herein. In such an event, it shall be the responsibility of the Contractor to minimize the financial impact to those remaining services being provided as much as possible. This includes but is not limited to a City decision to allow self-hauling in regulated situations.

Article 3. Term of Agreement

3.01 Term. The term of this Agreement shall be for a period beginning September 1, 2005 and terminating on July 31, 2025, subject to Section 3.02 below.

At the end of the term, the City may renegotiate the terms and conditions of the Agreement with the current Contractor or select another means to procure or provide collection services. The City has no obligation to renegotiate, renew, or extend the rights granted to Contractor hereunder.

3.02 Additional Services. The primary consideration of the City in entering into this Agreement with Contractor, which extends to the Contractor the exclusive right to collect Solid waste, Recyclable materials and Green waste for single family residential, multifamily residential, commercial and industrial customers within the City limits until 2025, is to provide for a comprehensive system of Solid waste collection, diversion and reuse for all sectors of the waste stream in order to comply with the diversion requirements of AB 939 and subsequent legislation and regulations (collectively referred to as "AB 939"). City is also providing both the rights and responsibilities for collection and processing of Recyclable materials to Contractor in reliance on Contractor's stated commitment and ability to meet the diversion requirements of AB 939. Beginning January 1, 2006, and each year thereafter, City and Contractor shall examine the City's diversion rate in any year, Contractor shall propose corrections to current programs or new programs which are designed to enable City to meet the state mandated diversion requirements. Contractor shall implement only such additional programs which Contractor and City agree may be appropriate.

If the actions required of Contractor under this Agreement, including the undertaking of any additional programs as provided for in this section, fails to result in compliance with any of the state mandated diversion requirements under AB939 and subsequent enactments, City and the Contractor shall meet and confer to evaluate the existing programs and discuss modifications and/or additions that will assist the City in meeting the state mandated diversion requirements under AB 939. City compliance with state mandated diversion requirements shall be evaluated by reference to the California Department of Resources Recycling and Recovery (CalRecycle) final compliance determination for the City for the years starting with 2005.

In addition, consideration for the extension to the Agreement is set forth in the recitals to the Agreement.

3.03 Defense of Agreement. Contractor may at its election, and if it makes that election, at its sole expense, defend the validity of this Agreement against all challenges to the Agreement including challenges to any compensation or fees provided to City, by any entity or person not a party to this Agreement. Neither the City nor the Contractor shall have any liability to each other resulting from a determination that this Agreement violates any state or Federal law, statute, or constitutional provision, except to the extent such determination relates to the Contractor's willful misconduct or negligence. However, if the Contractor elects to not defend the validity of this Agreement, the City may, upon reasonable notice, terminate the Agreement at its election, and if it makes that election, it shall have no liability to the Contractor resulting from that election to terminate. Contractor's sole remedy shall be to receive the Contractor's compensation for services rendered by Contractor up to the date of termination, minus any monies due the City provided for under this Agreement.

3.04 Disposal or Processing of Collected Materials. The Contractor shall dispose of or deliver for processing all materials collected under this Agreement at a transfer station, landfill, materials recovery facility or other appropriate state-licensed facility of its sole choice.

3.05 Status of Transfer Station. Any transfer station utilized must be designed and constructed in accordance with all applicable state and local laws (e.g., California Environmental Quality Act (CEQA), California Code of Regulations, etc.). The transfer station must maintain full regulatory compliance with all permits from federal, state, regional, county and city agencies necessary for it to operate as a transfer station and is in compliance with all such permits. Contractor shall provide copies to the City of all notices of violation or amendments to permits that could affect the Contractor's ability to perform under this Agreement.

Any transfer station selected by the Contractor must be authorized to accept, under its existing permit, and have sufficient uncommitted capacity to accept, all Solid waste generated in the City and delivered to it by, or on behalf of, the City for the duration of the Agreement. The Contractor shall immediately notify the City of any notice of breach or default received from the transfer station. A third party letter prepared by Contra Costa Health Services Department stating that as of the signature date of this Agreement the disposal company continues to meet the regulatory compliance requirements of this Section 3.05, must be sent to the City Manager upon request.

3.06 Status of Disposal Site. Any landfill utilized by the Contractor must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). The landfill must have all required permits from federal, state, regional, county and city agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits. The Contractor shall provide copies to the City of all notices, of violations, that could affect the Contractor's ability to perform under this Agreement, or amendments to permits, including any extensions.

Any landfill must be authorized to accept, under its existing permit, and have sufficient uncommitted capacity to accept, all Solid waste delivered to it by, or on behalf of, the City for the duration of this Agreement. The selected landfill should not maintain the co-disposal of hazardous waste with municipal Solid waste. The Contractor shall immediately notify the City of any notice of breach or default received from the landfill. A third party letter prepared by Contra Costa Health Services Department stating that as of the signature date of this Agreement the disposal company continues to meet the regulatory compliance requirements of this Section 3.06, must be sent to the City Manager upon request.

3.07 Closure of Disposal Site. The closure and post-closure maintenance plans required by 14 California Code of Regulations Section 18260 et seq. must be submitted to and not disapproved by the state and local permit enforcement agencies having jurisdiction over the landfill utilized by Contractor. The disposal site owner must have submitted evidence to the appropriate governing authorities of adequate provisions to finance the closure and post-closure maintenance of the landfill as required by 14 California Code of Regulations Section 18260 et seq. and these arrangements have also been approved by the state and local permit enforcement agencies having jurisdiction. The mechanism which the disposal site owner currently plans to utilize to meet the state requirement of financial assurance for closure and post closure maintenance is a performance bond. Disposal site owner may change this mechanism to another legally authorized mechanism if the change is approved by the California Integrated Waste Management Board. Evidence of compliance with state regulations regarding closure and post-closure funding and financial assurances shall be provided to the City upon request. A third party letter prepared by Contra Costa Health Services Department stating that as of the signature date of this Agreement the disposal site owner continues to meet the closure and post-closure

financial assurance requirements of this Section 3.07, must be sent to the City Manager upon request.

3.08 Prior Agreement Superseded. The parties previously entered into an agreement for services similar to those specified in this Agreement. That agreement, including extensions is scheduled to terminate on August 1, 2015. In signing this Agreement and upon its effective date, Contractor stipulates that except for any provisions of the prior agreement specified as surviving the termination of the agreement (including but not limited to record keeping, insurance, and indemnity), all rights and responsibilities of the parties contained that that prior agreement are superceded by this Agreement.

Article 4. Services Provided by the Contractor

4.01 Collection, Recycling and Education Services and Programs. Contractor shall provide the collection, recycling and education services and programs described in the service specifications incorporated into this Agreement as Exhibit A.

At the City's request, it is Contractor's responsibility to investigate and report to City regarding suspected violations of the rights provided under this Agreement, the City's Solid waste ordinance, or the City's construction and demolition debris ordinance, by generators or other businesses providing recycling or collection services.

4.02 City Right to Direct Changes.

a. Procedure for Making Changes. The City may direct Contractor to: perform additional services including new diversion programs and additional public education activities; eliminate programs; modify the manner in which it performs existing services; and perform pilot programs and innovative services, which may entail new collection methods, targeted routing, different kinds of services, different types of collection vehicles, and/or new requirements for generators. Contractor shall be entitled to an adjustment in its compensation in accordance with Section 5.07 for providing such additional or modified services but not for the preparation of its proposal to perform such services. The City Council will adjust Contractor's maximum rates to compensate Contractor for its reasonable, net costs of providing such additional or modified services.

Contractor shall present, within 30 calendar days of the City's request, a proposal to provide the additional or expanded services described in this Section 4.02. At a minimum, the proposal shall contain a complete description of the following:

1. Collection methodology to be employed (equipment, manpower, etc.).
2. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
3. Labor requirements (number of employees by classification).
4. Type of materials.
5. Containers to be utilized.
6. Provision for program publicity/education/marketing.
7. Five year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

Contractor acknowledges and agrees that the City may permit other persons besides Contractor to provide additional Solid waste collection services not otherwise contemplated in this Agreement if Contractor and the City cannot agree on terms and conditions of such services in 120 calendar days from the date when the City first requests a proposal from the Contractor to perform such services.

b. Monitoring and Evaluation. Upon the City's request, the Contractor shall meet with the City to describe the progress of each new program and other service issues. If applicable, Contractor shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or

processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by the Contractor and/or the City necessary to evaluate the performance of each program.

At each meeting, the City and the Contractor shall have the opportunity to revise the program based on mutually agreed upon terms. The City shall have the right to terminate a program if, in its sole discretion, the Contractor is not cost effectively achieving the program's goals and objectives. Prior to such termination, the City shall meet and confer with the Contractor for a period of up to 90 calendar days to resolve the City's concerns. Thereafter, the City may utilize a third party to perform these services if the City reasonably believes the third party can improve on Contractor's performance and/or cost. Notwithstanding these changes, Contractor shall continue the program during the meet and confer period and, thereafter, until the third party takes over the program.

4.03 Responsibility for Service Billing and Collection. The Contractor is responsible for the billing and collection of payments for collection services. The Contractor shall not bill for collection services rendered to City facilities as described in Section 4.04. (See Article 5, Rates, Charges and Contractor Compensation.)

4.04 Service to City Facilities. Contractor shall provide Solid Waste collection and recycling services to all City facilities at no cost. Currently, those facilities are listed with service levels in Exhibit C. The Solid waste collection service shall be at least weekly at each location. Contractor will provide for the service of recycling and garbage receptacles at all City Parks and Trails at no cost to the City. Service to Parks must be done weekly at a minimum and more often as need to insure that receptacles are not overflowing and debris is contained. Any changes to service levels must be agreed upon by Contractor and the City prior to start of service. Annually, or more frequently as needed, Contractor and the City will review the waste stream at each facility to evaluate diversion programs and make changes to service levels.

In addition to the collection services outlined in Exhibit C, Contractor will agree to receive the City's direct off haul of cake solids that are produced at the Water Treatment Plant dewatering facility once it is constructed. The solids will be produced and shipped to the landfill disposal site between 20 to 30 percent cake. If possible, this material should be used as Alternative Daily Cover and City will pay an agreed upon rate for this disposal. Except as provided herein, the City or its agents or subcontractors shall not direct haul waste to transfer or disposal facilities owned by Contractor for free disposal without prior agreement from Contractor.

The free City services provided for in this Section shall not include free hauling and/or disposal of Construction and demolition debris from the demolition or renovation of City buildings or structures, or the hauling or disposal of waste stream sludge/solids, if allowed by operating permits, generated from water treatment works. In the event the City wishes to have Contractor provide these services, Contractor shall negotiate a fee for such services with the City that will compensate Contractor for the reasonable value of such services.

4.05 Service Standards. Contractor shall perform all collection services under this Agreement in a thorough and professional manner so that the residents and businesses are provided reliable, courteous, timely and high quality collection services at all times. Collection services described in this Agreement shall be performed regardless of weather conditions or difficulty of collection.

4.06 Labor and Equipment. Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of Contractor's

obligations under this Agreement. Contractor shall at all times have sufficient backup equipment and labor to fulfill Contractor's obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to Contractor by City or by any customer except as expressly provided by this Agreement. (See also Article 10, Contractor's Office, Personnel and Collection Equipment.)

4.07 Purchase, Distribution and Ownership of Carts. The Contractor is responsible for the purchase and distribution of fully assembled and functional garbage, recycling and green waste carts, bins and drop boxes. Contractor retains ownership of the carts, bins and drop boxes and shall provide all necessary maintenance.

Each SFD and MFD customer shall be permitted one free replacement container per any twelve month period to replace a stolen or damaged container or to swap a dirty container for a clean one. SFD and MFD customers may also exchange one container size for a different container size per any twelve month period at no charge. This limitation shall not effect Contractor's obligation to repair containers which are damages due to normal collection activities.

4.08 Holiday Service. The Contractor observes December 25th and January 1st as legal holidays. Contractor is not required to provide collection services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a work day (Monday through Saturday), SFD collection services for the holiday and each work day thereafter will be delayed one work day for the remainder of the week, with normally scheduled Friday SFD collection services being performed on Saturday. MFD and commercial collection services shall be adjusted as necessary but must meet the minimum frequency requirements of one time per week.

4.09 Spillage and Litter. The Contractor shall not litter premises in the process of providing collection services or while its vehicles are on the road. The Contractor shall transport all materials collected in such a manner as to prevent the spilling or blowing of such materials from the Contractor's vehicle. The Contractor shall exercise all reasonable care and diligence in providing collection services so as to prevent spilling or dropping of Solid waste, Green waste or Recyclable materials and shall immediately, at the time of occurrence, clean up such spilled or dropped waste or materials.

The Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the customer; however, the Contractor shall clean up any material or residue that is spilled or scattered by the Contractor or its employees.

Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, Contractor shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. Contractor shall notify City Manager of any spills including the location, material, how it occurred and how it was cleaned up.

Contractor shall cover all open drop boxes during transport and shall take such similar physical steps as are necessary to avoid unacceptable spillage from collection vehicles.

4.10 Ownership of Materials. Once Solid waste is placed in containers and properly presented for collection, ownership and the right to possession shall transfer directly from the

generator to Contractor by operation of this Agreement. Contractor is hereby granted the right to retain, process, dispose of, and otherwise use such Solid waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, process, dispose of, or use the Solid waste which it collects. Solid waste, or any part thereof, which is disposed of at a disposal site or facility (whether landfill, transformation facility, transfer station, or materials recovery facility) shall become the property of the owner or operator of the disposal site(s) or facility once deposited there by Contractor. Contractor shall be entitled to retain all revenues from the sale of Recyclable materials collected by Contractor pursuant to this Agreement.

4.11 Special Collection Services. Contractor shall, free of charge, collect Solid waste and Recycling for a minimum of three special events for the City, such as parades or civic events, as determined by the City as well as one 30 cubic yard debris box for specific monthly neighborhood clean-up events organized by the police department or other city department. Contractor shall provide an adequate number and type of collection containers for the special events and shall coordinate its collection services with the City. Recycle containers shall be provided upon request.

Contractor shall partner with a non-profit organization to schedule an annual reuse day where businesses and residents can drop off reusable items at a location with the City. The event details must be approved by the City.

Requests for donated collection services for special events by other entities can be approved and fulfilled at the discretion of the Contractor.

4.12 Regularly Scheduled and Temporary Bins. Contractor shall provide regularly scheduled and temporary bins/drop box service for the purpose of collection of non-hazardous Solid waste to all persons requesting and paying for such service. Contractor shall deliver and collect bins at the direction of the customer. Drop boxes and bins shall be kept free of graffiti and maintained in good repair. Drop boxes must be dropped on the customer's property and not the City right of way. Drop boxes delivered on the street in front of a customer's property require authorization from the City. Encroachment permits are required for any box to be delivered on the streets. Drop boxes shall be delivered within one working day of the receipt of a customer's request. Contractor's failure to meet these requirements may result in assessment of a liquidated damage as provided in subsection 12.02 g.

4.13 Noise. All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, state, county and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed seventy decibels at a distance of 50 feet with the exceptions of 85 decibels for one-minute duration as measured from a distance of 50 feet. The City may conduct random checks of noise emission levels to ensure such compliance. Contractor shall promptly resolve any complaints of noise to the satisfaction of the City Manager.

4.14 Property Damage. Contractor shall be responsible for any damage it causes to private property and any damage it causes to the City's driving surfaces, whether or not paved, and associated curbs, gutters and traffic control devices, resulting from or directly attributable to any of its operations. Nothing in this paragraph is intended to create any new or additional liability of Contractor than would otherwise arise from Contractor's use of public roads or right-of-way.

4.15 Litter and Debris pickup for City streets and public right of ways

Contractor shall be responsible for the litter collection services on streets and public right of way. This shall include the pickup of litter scattered on local streets and material illegally dumped on sidewalks and near local waterways in the areas defined in Exhibit E. Contractor can provide services directly or may subcontract work upon approval of the City. Contractor shall publicize the Contra Costa Clean Water Program toll free number, 1-800 NO DUMPING as a resource for people to report illegal dumping of debris. Reports of illegal dumping of debris made to this number for sites within the City shall be forwarded to the Contractor for resolution. The number of calls, the amount of material collected and the locations of the material will be reported to the City monthly.

4.16 Oversight of City's Fulton Shipyard Road Annex

Contractor shall provide oversight and the resources necessary to ensure that the debris delivered to the City's Fulton Shipyard Road Annex (Annex) is sorted and collected in a timely manner. The material placed at the Annex for collection shall only be related to City related work, including work done directly by city employees and sub-contractors approved by the City to use the Annex. Accumulation of Hazardous Materials shall not be permitted at the Annex. Additionally the Contractor shall not use the Annex for the accumulation of Solid Waste from non-City related work without the written authorization from the City. Staging of Contractor related equipment shall be limited to 5 roll-off bins. Any other storage of Contractor equipment requires written approval from the City. The City shall have the right to review, provide feedback and approve of any changes to the processes and uses for the Annex.

Article 5. Rates, Charges and Contractor Compensation

5.01 Compensation. Contractor's compensation for services shall be provided by the revenues generated by the rates that Contractor imposes, which the maximum rates set forth in Exhibit B, as such rates and charges may be adjusted pursuant to this Agreement. The full, entire and complete compensation due Contractor for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, disposal, profit and all other things necessary to perform all of the services required by this Agreement in the manner prescribed shall be provided by Contractor solely through the revenues generated through customer charges and the sale of salvage and recyclables.

Contractor does not look to the City for payment of any sum under this Agreement. Contractor will perform the responsibilities and duties described in this Agreement in consideration of the right to charge and collect from customers for services rendered at rates imposed by Contractor with maximum rates set by the City from time to time. The City shall have the right to structure the maximum rate for residential solid waste, recycling and Green waste and commercial Solid waste as it deems appropriate so long as the revenues forecasted to be received by Contractor from charging such rates not exceeding the maximum rates set by the City will generate equivalent revenues to that received prior to the adjustment of the rate structure net of change in franchise fees and other nonrelated rate components. This Agreement does not contemplate a guaranteed level of return (profit) for Contractor, nor does the City, through the setting of maximum rates assume responsibility to guarantee revenues to cover all market or business risks, unreasonable operational costs, or losses due to business judgment.

5.02 Collection services. The Contractor is responsible for the billing and collection of payments for all collection services. Since the responsibility for providing service per Chapter 3 of Title 6 of the Antioch Municipal Code lies with the owner of the property, it will be the Contractor's responsibility to obtain property owner information as filed with the Contra Costa County Assessors office.

The Contractor shall charge customers the service rates that do not exceed the maximum rates set by the City Council and set forth in Exhibit B. The rates may be adjusted under the terms of this Agreement.

5.03 Partial Month Service. If a customer is added to or deleted from Contractor's City area during a month, the Contractor's billing shall be pro-rated based on the weekly service rate (weekly service rate shall be the service rate divided by the number of actual weeks in the month that service was provided to the customer).

5.04 General Billing Requirements. Contractor shall prepare mail and collect bills (and issue written receipts for cash payments) for Solid waste collection services provided by Contractor. Residential bills shall be for service for a two month period unless the City requests a more frequent billing interval. Each bill must clearly describe that the billed amount is for a two month period. Bills for residential service shall be mailed in advance of the provision of service but no more than two months in advance. Commercial bills shall be for service for a one month period billed no more than one month in advance. The Contractor's bills shall contain a local address, phone number, and e-mail address; the customer's service level (container size, frequency of collection); and any credits due the customer. City shall have the right to: 1) review and determine the bill messages; 2) revise the billing format to itemize certain charges, and; 3) review the billings frequency and procedures. City may also direct Contractor to insert mailers relating to service with the billings. The mailers must fit in billing envelopes and not increase the

required postage. The Contractor will notify City about any changes to the billing insert requirements at least 60 days prior to the next bill mailing. Any increased costs to City for failure to do so will be borne by the Contractor. City will provide not less than 60 days notice to Contractor prior to the mailing date of any proposed mailing to permit Contractor to make appropriate arrangements for inclusion of City's materials. Contractor is authorized to send notices of non-payment to a customer after 60 days and to suspend service after 90 days of non-payment by customer. Contractor is also authorized to charge late fees on unpaid balances and other fees per Contractor's billing policies and practices. Contractor shall notify City of accounts to be suspended on a monthly basis.

Contractor shall work with the City to proactively address locations without garbage service. This shall included mailing of notice of violation letters to the customers with suspended service and to property owners if the customer letter is not successful in getting service reinstated. Addresses that do not subscribe to service ten (10) days after the owner letter is sent will be referred to the City for further action. Contractor will work with the City to abate properties where compliance is not achieved by signing the property up for six (6) months of service per Chapter 3 of Title 6 of the Antioch Municipal Code.

5.05 City Audit of Billings. City may at its sole discretion select a qualified independent firm to perform up to five billing audits during the term of the Agreement. The frequency and timing of the billing audits shall be determined at City's sole discretion. City shall provide Contractor sixty days notice of each change in the audit schedule. City shall determine the scope of any audits.

The auditor shall review the billing practices of Contractor with relation to delivery of collection services. The intent of this audit is to use sampling to verify that customers are receiving the type and level of service for the rates they are billed.

The cost of the first billing audit shall be borne by the Contractor. The cost for any subsequent audit that demonstrates an error rate of less than one percent shall be borne by the City. The cost of any audit that demonstrates an error rate equal to or greater than one percent shall be borne by the Contractor.

5.06 Adjustments to Service Rates

a. Beginning on July 1, 2011, and annually thereafter, the maximum residential service rates set forth in Exhibit "B" to this Agreement shall be automatically adjusted. For residential service rates, the automatic adjustment in maximum rates may be not more than ninety (90%) percent of the percentage increase identified in the "San Jose-San Francisco-Oakland All Urban Consumer Price Index" ("CPI"), or a two (2%) percent increase, whichever is greater.. Beginning July 1, 2010, for commercial, industrial and multi-family regulated rates, the automatic adjustment may be not more than one hundred (100%) percent of the CPI or a two percent (2%) increase, whichever is greater.. For all rates, the maximum annual increase shall be five (5%) percent. Contractor shall notify City of its intention to increase any rates by May 15 of each year. Any increase shall be effective July 1.

b. Limits of Annual Adjustments. Fractions of less than one cent shall not be considered in making annual rate adjustments. The indices or calculations shall be truncated at four decimal places for the adjustment calculations.

5.07 Significantly Changed Circumstances. A special rate change may be approved at any time it can be established that there is good cause based on a significant change in circumstances. Significantly changed circumstances may include City directed changes in service pursuant to Section 4.02, new governmental fees, charges or taxes, regulatory changes, changes in law such as any new or amended federal, state or local law or regulation or any change in the interpretation or enforcement thereof or other dramatic changes in costs not within the control of Contractor. If Contractor does desire to seek a special rate change, Contractor shall submit to the City Manager a thorough written explanation of the significantly changed circumstances, as well as an explanation of why these extraordinary circumstances constitute good cause for making such an application and the amount of the rate adjustment requested by Contractor, together with such other data and supporting documentation as may be required by City Manager.

The City Manager shall determine within 45 days whether good cause exists for an adjustment in rates. If it has been determined that good cause does exist, a hearing on the proposed maximum rate adjustments will be scheduled before the City Council within 60 days after the City Manager's determination. The City Council shall consider the Contractor's application and such other materials and information reasonably requested by the City Council from Contractor to assess the merits of Contractor's application. The City Council will consider an adjustment to Contractor's maximum rates to compensate Contractor for its reasonable, net costs of providing such additional or modified services. No action from the City Manager within the 45 day period shall be considered an appealable denial, as described below.

If the City Manager determines that good cause does not exist, Contractor shall have ten days in which to file an appeal of the determination with the City Council. That appeal shall be placed on the City Council's agenda as soon as practicable.

The Council's decision shall be conclusive. However, nothing in this Agreement shall be construed to prevent either party from seeking judicial relief for any breach of any provision of this Agreement by either party.

Article 6. City Compensation and Other Fees

6.01 City Compensation. The parties acknowledge that Contractor's heavy trucks create significant wear and tear on City streets, leading to the need for more frequent repair. The exact amount and nature of such street damage is difficult if not impossible to calculate. In consideration of the exclusive contractual rights and agreement granted by the City to Contractor for provision of collection services for both residential, commercial and industrial Solid waste generators, beginning with the adoption of this contract on September 1, 2005, and thereafter, Contractor agrees to pay the City 12% of all gross revenues received by Contractor for provision of the collection services under this Agreement. This compensation has the following elements: 5% for the privilege of exercising the franchise, and 7% for a street impact fee and development of programs for compliance with AB 939 and liquidated damage payment. The amount of any City compensation may be adjusted from time to time by the City with consent of the Contractor. **"Gross revenues"** means any and all compensation received by the Contractor from the operation of the franchise agreement. "Gross revenues" shall include regular subscriber fees for all services, charges for the use of extra or special services, and income of whatever kind or nature received by contractor by virtue of its enjoyment of the franchise agreement, including both regulated and unregulated customer payments; but shall not include revenues from the sale of recycled materials. "Gross revenues" shall not include refundable deposits or bad debts for which no payment was received from the customer or subscriber.

The City compensation shall be paid every three months and shall be considered late if not paid by the 20th day of the month in which it becomes due. Late payments are subject to a 2% late penalty for the amounts owing during the two-month payment period. Contractor shall pay an additional 2% on any unpaid balance for each following 30-day period that the Agreement fee remains unpaid.

The compensation provided to City under this Section 6.01 is contractual in nature and was a materially bargained for term of this Agreement. Contractor and City agree that this amount is fair and reasonable in the applicable commercial setting existing at the time of execution of this Agreement. It is further agreed that the City is justified in receiving this compensation, whether received as compensation for the contractual rights provided herein, as a franchise fee (5%), or as cost reimbursement (7%) to the City for street repair and Solid waste programs.

6.02 Community Impact Fee

The Contractor shall pay the City a total of one million dollars (\$1,000,000) as a Community Impact Fee. At the City's discretion, payment may be made in \$500,000 increments on July 1, 2010 and July 1, 2011 or as one payment of \$1,000,000 on July 1, 2010. The Community Impact Fee will be deposited to City's General Fund

6.03 Other Fees. The City shall reserve the right to set other or additional fees as it deems necessary and will notify Contractor of any changes in fees to be collected as a part of the fees and charges for Solid waste collection services. Such fees will be reflected by an adjustment in the rates that Contractor is allowed to charge and collect from customers.

Article 7. Single Family Dwelling Collection Services

7.01 Single Family Dwellings (SFD) Collection Services: General. The Contractor shall provide SFD collection service to all SFD customers in the City area whose residential Solid waste, Recyclable materials and Green waste are properly containerized and set out within three feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle.

7.02 On-Premises Service. Contractor shall provide on-premises collection of residential Solid waste, Recyclable materials and Green waste to a SFD customer if all adult customers residing there have disabilities that prevent them from setting their garbage or recycling cart at the curb for collection and if a request for on-premises service has been made to, and approved by, the City Manager in the manner required by City. On premises service shall include pickup and replacement of carts within the front or side yard and return of the cart to such location. The Contractor shall authorize on-premises service in appropriate circumstances. If there is a dispute between the Contractor and a customer regarding this issue, the Contractor shall refer the matter to the City Manager for his or her determination. No additional monies shall be due to the Contractor for the provision of on-premises service to special needs or disabled customers. The City may direct Contractor to provide an elective or optional on-premises service to customers who request it for a fee in addition to the otherwise applicable rates and charges. This elective on-premises service would be available to able-bodied customers.

Contractor shall provide on-premises collection service on the same work day that curbside collection would otherwise be provided to the SFD customer.

7.03 Frequency and Scheduling of Service. SFD collection services shall be provided one time per week on a scheduled route basis, except for bulky item collection, on-call waste and recycling, and Holiday tree collection.

a. Hours and Days of Collection. SFD collection services shall be provided beginning no earlier than 6:00 a.m. and ending no later than 6:00 p.m., Monday through Saturday. The hours or days of collection may be extended due to extraordinary circumstances with the prior consent of the City Manager.

b. Manner of Collection. The Contractor shall provide SFD collection service with as little disturbance as possible and shall leave carts in an upright position at the same point they were collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

7.04 SFD Solid waste Collection Service. Contractor is not required to collect any residential Solid waste that is not placed in the cart or that is commingled with hazardous waste or medical waste. In the event of non-collection, Contractor shall affix to the cart a non-collection notice explaining why collection was not made.

7.05 SFD Recycling Service.

a. Collection. The Contractor is not required to collect Recyclable materials if the customer does not segregate the Recyclable materials from residential Solid waste. If Recyclable materials are contaminated through commingling with residential Solid waste, the Contractor shall, if practical, separate the residential Solid waste from the Recyclable materials. The Recyclable materials shall then be collected and the Solid waste shall be

left in the recycling cart along with a non-collection notice. However, if the Recyclable materials and Solid waste are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the Solid waste renders the entire recycling cart contaminated, the Contractor may leave the recycling cart un-emptied along with a non-collection notice.

b. Cardboard. Corrugated cardboard that will not fit inside the recycling cart shall be placed as specified by the Contractor and picked up pursuant to an on-call recycle cleanup as described in Section 7.09 below.

c. Changes to Work. If changes in law arise that necessitate any additions or deletions to the work described here including the type of items included as Recyclable materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering the modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to the work. In the event there are no costs associated with adding materials to the recycling program, additional items can be added at anytime with City Manager approval.

7.06 Green waste Collection Service. Contractor is not required to collect any Green waste that is not placed in a Green waste cart. In the event of non-collection, Contractor shall affix to the Green waste cart a non-collection notice.

7.07 Change in Collection Schedule. Contractor shall notify City not later than sixty days prior to, and residential customers not later than 14 days prior to, any change in residential collection operations that results in a change in the day on which Solid waste collection occurs. Contractor shall not permit any customer to go more than seven days without service in connection with a collection schedule change. City must give final approval to the routing changes and its approval shall not be withheld unreasonably.

7.08 SFD On-Call Waste and Bulky Waste Collection Service. The Contractor shall provide SFD two on-call waste collection services to all SFD customers whose items or extra residential Solid waste have been placed in a disposable bag or container, or bundled, and placed within three feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. On-call waste collection service is limited to two cubic yards per collection.

Each SFD customer is entitled to receive SFD on-call waste collection service up to two times per year. The collections shall be on-call. Collection of batteries, cell phones and CFLs can be arranged at no cost to the customer during an on-call cleanup. Contractor shall maintain adequate vehicles and personnel to meet demand of on-call pickups within two weeks of request. Each SFD customer is entitled to curbside collection of two free large bulky items (such as those specified in Exhibit B), such as appliances or furniture, at no charge per year. Additional items will be picked up for a fee as listed in bulky item price list in Exhibit B

7.09 On-Call Recycle Cleanups. The Contractor shall provide on-call recycle cleanup service to each SFD customer whose Green waste or corrugated cardboard has been placed in a manner as set forth by the Contractor in the customer guide prepared and distributed by the Contractor to all customers.

Each SFD customer is entitled to receive on-call recycle cleanup service up to three times per year (three Green waste pick ups or corrugated cardboard pick ups). Collection of batteries, cell phones and CFLs can be arranged at no cost to the customer during an on-call cleanup.

1053 **7.10 Holiday Tree Collection Service.** Contractor shall provide annual Holiday tree
1054 collection pick up and recycling at up to two locations designated by the City. This service shall
1055 be provided during the first three weeks of January of each year at a time and in a manner to be
1056 specified by Contractor in the annual holiday schedule brochure which shall be prepared by the
1057 Contractor and distributed to all SFD customers. Contractor shall provide an advance copy of
1058 the schedule to the City for its review and approval.
1059

Article 8. Multiple Family Dwelling Collection Services

8.01 Multiple Family Dwelling (MFD) Collection Services: General. The MFD collection service is governed by the following terms and conditions:

a. Hours and Days of Collection. MFD collection services shall be provided beginning no earlier than 6:00 a.m. and ending no later than 6:00 p.m., Monday through Saturday. The hours or days of collection may be extended due to extraordinary circumstances with the prior consent of the City Manager.

b. Manner of Collection. The Contractor shall provide collection service with as little disturbance as possible and shall leave any container at the same point it was collected, with the lid closed, without obstructing alleys, roadways, driveways, sidewalks or mailboxes.

8.02 MFD Solid Waste Collection Service. The Contractor shall provide MFD solid waste collection service to all MFD customers whose residential solid waste is properly contained in a container. This service shall be provided at least once every week on a scheduled route basis. The size of the container and the frequency (above the minimum) of collection shall be determined between the customer and the Contractor.

8.03 MFD Recycling Service. This service will be governed by the following terms and conditions.

a. Conditions of Service. The Contractor shall provide MFD recycling service to all MFD customers whose Recyclable materials are properly containerized and set out. The Contractor is not required to collect Recyclable materials if the customer does not segregate the Recyclable materials from residential Solid waste. If Recyclable materials are contaminated through commingling with Solid waste, the Contractor shall, if practical, separate the Solid waste from the Recyclable materials. The Recyclable materials shall then be collected and the Solid waste shall be left in the recycling container along with a non-collection notice. However, if the Recyclable materials and Solid waste are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the residential Solid waste renders the entire recycling container contaminated, the Contractor may leave the container un-emptied along with a non-collection notice.

b. Frequency of Service. This service shall be provided a minimum of every other week on a scheduled route basis.

c. Changes to Work. If changes in law arise that necessitate any additions or deletions to the work, including the type of items included as Recyclable materials, the Contractor shall modify its operations to appropriately address the change in law. The parties shall attempt to negotiate any reasonable and necessary cost changes and shall enter into an Agreement amendment covering the modifications to the work to be performed and the modification to the rates and charges of Article 5. In the event there are no costs associated with adding materials to the recycling program, additional items can be added at anytime with City Manager approval.

8.04 MFD On-call Waste Collection Service. Multifamily residents subscribing individually for service will receive two (2) on-call waste cleanups as described under Residential Services and two large item pickups per year. Contractor provides large item pick-up for a fee as described in Exhibit B. Bin service customers cannot request individual cleanups. All other guidelines apply as described in Residential Services.

8.05 On-Call Recycle Cleanups. Multifamily residents subscribing individually for service will receive the same information as residential customers described in Residential Services for on-call recycle cleanups. Green waste exempt customers will not be eligible for Green waste cleanups. Those residents of multifamily complexes not subscribing to individual service will receive (2) cardboard on-call cleanups only.

8.06 Holiday Tree Collection Service. Contractor shall provide annual Holiday tree collection pick up and recycling at up to two locations designated by the City. This service shall be provided during the first three weeks of January of each year at a time and in a manner to be specified by Contractor in the annual holiday schedule brochure which shall be prepared by the Contractor and distributed to all MFD customers. The brochure will also include a description of pick up services (such as cardboard or holiday tree roll-off bins) available to MFD customers for fee. Contractor shall provide advance copy of the schedule to the City for its review and approval.

Article 9. Commercial and Industrial Collection Services

9.01 Commercial and Industrial Collection Service: General. The Contractor shall provide commercial collection services to all commercial and industrial customers. This service is governed by the following terms and conditions:

a. Provision of Service. Contractor shall provide commercial Solid waste and recycling service to all commercial customers.

b. Hours of Collection. Commercial collection service shall not occur between the hours of 6:00 p.m. and 4:00 a.m. within 300 feet of an inhabited dwelling unit. In order to reasonably accommodate nearby residents with noise complaints, Contractor shall adjust its collection times for specific business customers if the scheduled collection time is before 7:00 a.m. as long as the scheduled collection time can be adjusted without posing a safety risk.

c. Manner of Collection. The Contractor shall provide commercial collection service with as little disturbance as possible and shall leave any container at the same point it was originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes. Bin lids must be left in the closed position when garbage enclosure is not roofed. Contractor shall not collect garbage in the Rivertown Business District between the hours of 11:00 am and 10:00 pm of each day, except for a one (1) special service upon specific request by the customer or the City.

9.02 Commercial Solid waste Collection Service.

a. Conditions of Service. The Contractor shall provide commercial Solid waste collection service to all commercial and industrial customers whose Solid waste is properly contained in containers.

b. Size and Frequency of Service. Contractor shall provide Solid waste collection service as deemed necessary and as determined between the Contractor and the customer, but such service shall be received no less than one time per week. Collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the Contractor as long as the minimum frequency requirement is met. The frequency (above the minimum) of collection shall be determined between the customer and the Contractor.

The Contractor shall provide containers as part of the commercial collection service rates set forth in Exhibit B. The kind, size and number of containers furnished to particular customers shall be as determined mutually by the customer and company. Containers which are front loading bins, shall have lids. All containers with a capacity of one cubic yard or more shall meet applicable regulations for container safety and shall have reflective markings, shall be maintained in good repair with neatly and uniformly painted surfaces and shall prominently display the name and telephone number of Contractor. Containers shall be clearly marked and identified as belonging to Contractor. Contractor shall not be obligated to provide customers with compactor units, but will be obligated to charge the rates set by the City for the collection of compacted Solid waste.

The kind, size and number of containers and frequency of collection shall be sufficient to provide that no Solid waste need be placed outside the container.

c. Non-Collection. Contractor is not required to collect any commercial Solid waste that is not placed in a container unless the Solid waste is outside the container as a result of overflow. If Solid waste is not collected, the Contractor shall affix a non-collection notice to the container.

9.03 Commercial Recycling Service. This service will be governed by the following terms and conditions:

a. Conditions of Service. The Contractor shall provide commercial recycling service to all commercial customers whose Recyclable materials are properly containerized and set out. The Contractor is not required to collect Recyclable materials if the customer does not segregate the Recyclable materials from commercial Solid waste. If Recyclable materials are contaminated through commingling with Solid waste, the Contractor shall, if practical, separate the Solid waste from the Recyclable materials. The Recyclable materials shall then be collected and the Solid waste shall be left in the container along with a non-collection notice. However, if the Recyclable materials and Solid waste are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the commercial Solid waste renders the entire recycling container contaminated, the Contractor may leave the container un-emptied along with a non-collection notice.

b. Size and Frequency of Service. The Contractor shall provide this service as deemed necessary and as determined between the Contractor and the customer, but such service shall be received no less than every other week. Collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the Contractor as long as the minimum frequency requirement is met. Service may be provided by bin, cart or drop box at the option of the customer. The size of the container and the frequency (above the minimum) of collection shall be determined between the customer and the Contractor. The Contractor shall provide containers as part of the commercial collection service rates.

c. Changes to Work. If changes in law arise that necessitate any additions or deletions to the work described here, including the type of items included as Recyclable materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering the modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to the work. In the event there are no costs associated with adding materials to the recycling program, additional items can be added at anytime with City Manager approval.

9.04 Wet/Dry Collection

For commercial customers where the debris generated for collection is primarily dry material containing paper and metal, the Contractor shall route said customers on the recycling routes and process the material as recyclables. Wet material such as food waste or bathroom waste would be collected as Solid waste. For customers where there is no sorting done by the customer, garbage rates shall apply.

Article 10. Contractor's Office, Personnel and Collection Equipment

10.01 Contractor's Office.

a. Location; Telephone Service. Contractor shall designate a location in the City where bills may be paid by customers and a listed telephone number for the City of Antioch which does not involve a toll call for Antioch residents. Said billing payment location shall be open during normal business hours on all work days. The main office shall be open during normal business hours on all work days. The average hold time on customer calls should not exceed 60 seconds. The Contractor shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Call back messages left on a business day before noon shall be returned by the end of the same day. Calls received after noon or after normal business hours shall be addressed before noon of the next business day.

Contractor shall maintain the capability of responding to telephone calls: (1) in English, Spanish and such other languages as needed through a phone translation service; and (2) through telecommunications device for the deaf (TDD) services.

Contractor shall install telephone equipment sufficient to handle the volume of calls typically experienced on the busiest days and such telephone equipment shall be capable of recording the responsiveness to each call.

b. Emergency Contact. The Contractor shall provide the City Manager with an emergency phone number where the Contractor can be reached outside of the required office hours.

10.02 Contractor's Personnel.

a. Qualified Personnel. The Contractor shall employ and assign qualified personnel to perform the services under this Agreement. The Contractor is responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

Contractor shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in collection or other related operations.

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. If additional personnel are required to meet the service specifications of this Agreement, Contractor shall provide such additional personnel.

b. Personnel Identification. Contractor's field operations personnel, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.

c. Driver's Qualifications. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Each driver of a collection vehicle shall

at all times comply with all applicable state and federal laws, regulations and requirements.

d. Customer Service Personnel. Contractor shall employ and provide ongoing training to the number of customer service representatives (CSRs) necessary to provide an excellent level of customer service. The primary responsibility of the CSRs is answering and addressing telephone and e-mail requests including for, but not limited to, new service, service changes, missed-pickups and other service-related complaints and billing inquiries. CSRs shall be fully trained to address the entire range of customer service issues and shall be fully trained in the use of telecommunications devices for the deaf services to communicate with hearing-impaired customers.

e. Employee Courtesy. Contractor shall train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work quietly. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination.

f. Employee Gratuities. Contractor shall not, nor shall it permit any agent, employee, or subcontractors employed by it to request, solicit, demand, or accept, either directly or indirectly, any extra compensation or gratuity.

10.03 Collection Equipment.

a. General Provisions. All equipment used by Contractor in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers shall be watertight and shall be operated so that liquids do not spill during collection or in transit.

b. Registration. All vehicles used by Contractor in providing collection services, except those vehicles used solely on Contractor's premises, must be registered with the California Department of Motor Vehicles.

c. Requirements for Equipment. The Contractor shall keep its vehicles in good order and repair. The Contractor shall clean and wash the trucks at a sufficient frequency to keep them clean and neat at all times. The cab and forepart of each truck shall be a uniform color. The Contractor shall paint its name on the side of each truck. The Contractor shall at all times possess and maintain adequate equipment to perform this Agreement.

d. Reserve Equipment. The Contractor shall have available to it, at all times, reserve collection equipment which can be put into service and operation within one hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

e. Vehicle Inspections. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform

all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the City upon request.

f. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

g. Low Emissions Requirement. Contractor shall convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions and be in full compliance with local, state and federal clean air requirements, including, but by no means limited to, the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq., and the Federal EPA's Highway Diesel Fuel Sulfur regulations.

Contractor's proposal, and Contractor's compensation subsequently negotiated with City reflect a combination of continued use of existing vehicles, immediate purchase of new vehicles, and additional introduction of new vehicles during the term of the Agreement. It is intended that Contractor's immediate purchase of new vehicles, coupled with the occasional additional purchase of vehicles during this Agreement, will allow Contractor to meet the applicable low emissions or clean air requirements, without additional replacement or major modification of the newly purchased vehicles. Should the Contractor's net capital or operational costs for vehicle purchase, lease, maintenance, or repair materially change due to the requirements of this subsection 10.03.g. from those negotiated and agreed upon, the additional costs shall not be treated as extraordinary costs providing a basis for a rate adjustment, but shall be treated as a disallowed expense for purposes of setting collection rates.

If, and only if, a material change in law after the date of this Agreement requires that the vehicles purchased during the term of this Agreement must be modified or replaced to meet new clean air requirements, Contractor may apply for a special rate adjustment pursuant to Section 5.07 (Significantly Changed Circumstances) of this Agreement. Knowledge shall be imputed to Contractor of the current and proposed regulations, both state and federal, relating to clean fuel and/or low emissions requirements for Solid waste or similar vehicles which are in effect or expected to become effective during the term of this Agreement. Any impact from such current or proposed regulations shall not constitute a material change in law.

Article 11. Record Keeping and Reporting Requirements

11.01 Records, Reports and Compilations.

a. Confidentiality. Certain financial records and data prepared by Contractor or its Affiliates, relating to the cost of Contractor providing services under this Agreement, may contain or constitute confidential trade secret information which is proprietary to Contractor or its Affiliates. Contractor shall designate any such information as “Confidential” if and when it is inspected by the City and its agents. The City agrees to maintain the confidentiality of such records and data to the full extent permitted by law. The City agrees to notify Contractor of any request from any third party files legal action against the City seeking release of such records and data, City shall tender the defense of such action to Contractor and Contractor shall indemnify and hold the City harmless from any and all expenses associated with the defense of such action, including, without limitation, the City’s attorneys’ fees and costs and any attorneys fees awards or other judgments against the City.

b. Records. Contractor shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Contractor agrees to take direction from the City on matters related to this Agreement, conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations and to meet the reporting and Solid waste program management needs of the City and AB 939. To this extent, such requirements set out in this and other articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of the City Manager, the records and reports to be maintained and provided by Contractor in accordance with this and other articles of the Agreement may be adjusted in number, format, or frequency.

c. Records Access. The City may designate one or more City employee(s) or independent contractor(s) who shall have full access to the Contractor’s accounting, statistical and other records. The City’s employee(s) or independent contractors shall be subject to such reasonable disclosure limitation as may be necessary to protect Contractor’s trade secrets. These limitations, if necessary, shall be negotiated in good faith between Contractor and the City and commemorated in a separate legally binding document.

d. Compiled Financial Statements. Contractor shall furnish to the designated employees or independent contractors a compilation prepared by Contractor, which shall include:

- an examination of the consolidated balance sheets;
- statement of income;
- retained earnings;
- statement of changes in financial position and/or statement of cash flows of Contractor and its subsidiaries, reflecting all revenues derived by Contractor from the provision of collection services under this Agreement;

- information needed by the City or its consultant for reporting to the Waste Management Board; and
- such schedules or additional statements as may be required to reasonably evaluate all costs and revenues attributable to, or derived from, operations under this Agreement.

The compilation shall be furnished to the City within 30 days if a request by City is made in writing.

e. Inspection of Records. The designated City employees or independent contractors shall have the right to inspect and review the books, records and accounts of Contractor, including but not limited to Contractor's income tax returns, payroll tax reports, and other documents or records required under this Agreement, at all times during the term of this Agreement.

f. Contractor's Agreements with Labor Organizations. The Contractor shall notify the City of the expiration dates for all labor contracts and inform the City of any issues relating to the collective bargaining process that could affect the Contractor's ability to perform under the terms of this Agreement.

g. Statement of Number of Customers. The Contractor shall furnish to the City semi-annually a signed statement setting forth the Contractor's total number of SFD customers, MFD customers, commercial and industrial customers in the City as of the date of the statement. The statement shall also indicate the breakdown of the number of MFD, commercial and industrial customers receiving Recycling and Green waste collection services.

11.02 Record Retention. Contractor shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to under this Agreement. Contractor shall retain all such records for at least three years after termination or expiration of this Agreement.

Contractor shall maintain all documents and records under this Agreement and shall make such documents and records available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of them. Copies of such documents shall be provided to the City for inspection at the City offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of Contractor's business, City may, by written request or demand of any of the above named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such sequestered records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

All records under the 2005 Agreement shall be available for inspection and audit and maintained for a period of three years after the effective date of this Agreement.

11.03 Additional Reporting. The Contractor shall furnish the City with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- a. Evaluate past and expected progress towards achieving goals and objectives;
- b. Determine needs for adjustment to programs; and,
- c. Evaluate customer service and complaints.

11.04 Solid waste Records. Upon request by City, Contractor shall maintain Solid waste service and diversion records for all services provided within City relating to:

- a. Customer services and billing information (including names and addresses);
- b. Monthly tonnage figures by City for Solid waste collected, transferred, processed and disposed of by the Contractor, and by type of generator (commercial, industrial, multi-family, and residential).
- c. Residential on-call clean-up tonnages disposed and diverted and the number of clean-ups completed;
- d. City services by agency, including City facilities and special events at which collection occurs;
- e. Routes and route maps;
- f. Facilities, equipment and personnel used;
- g. Processing and disposal of Solid waste;
- h. Complaints;
- i. Missed pick ups;
- j. C&D diversion;
- k. Transfer station diversion;
- l. Landfill diversion;
- m. Holiday tree tonnage;
- n. E-waste tonnage collected;
- o. Bulky Items diverted tonnage.
- p. Litter/Illegal Dumping debris collected

11.05 CERCLA Disposal Records. City views the ability to defend against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid waste collected in the City was taken for transfer or disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain, retain and preserve records which can establish where Solid waste collected in the City was disposed (and therefore establish where it was not) under this Agreement and the 2005 Agreement. This provision shall survive the expiration or earlier termination of this Agreement and the 2005 Agreement. Contractor shall

1450 maintain these records for a minimum of ten years beyond expiration or earlier termination of
1451 this Agreement, in an organized and indexed manner, and whether in physical (e.g. weigh tickets)
1452 and/or electronic form. City, however may elect to obtain such physical and electronic records at
1453 the expiration of the Agreement, or upon termination.
1454

Article 12. Service Inquiries, Complaints and Quality of Service.

12.01 Service Inquiries and Complaints.

a. Inquiries and Complaints. All service inquiries and complaints shall be directed to the Contractor. A representative of the Contractor shall be available to receive the complaints during normal business hours. All service complaints will be handled by the Contractor in a courteous, prompt and efficient manner. If there is a dispute between the Contractor and a customer, the matter will be reviewed and a decision made by the City Manager.

b. Customer Service Log. The Contractor will utilize the customer service log to maintain a record of all inquiries and complaints, in a manner prescribed by the City. City may obtain a copy of a service log or inspect same at any time during normal business hours.

c. Resolving Disputes. Contractor agrees that it is in the best interest of the City that all residential waste and Recyclable materials be collected on the scheduled collection day. Accordingly, missed collections will normally be collected as set forth in Articles 7 and 8 above regardless of the reason that the collection was missed. However, if a customer requests missed collection service more than two times in any consecutive two month period, the City Manager will work with the Contractor to determine an appropriate resolution to that situation. If the Contractor believes a complaint to be without merit, the Contractor shall notify the City Manager, either by fax or e-mail. The City Manager will investigate all disputed complaints and render a decision.

12.02. Quality of Service.

a. Intent. Contractor acknowledges and agrees that one of City's primary goals in entering into this Agreement is to ensure that the collection services are of the highest caliber, that customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use.

b. Liquidated Damages. It is Contractor's duty to perform services under this Agreement in such a manner as to implement the goals set forth in subsection a. above. If Contractor fails to adequately perform the services set forth in this Agreement, City and its residents will be damaged, disadvantaged or denied the full benefit intended by the terms of this Agreement. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies is, at best, a means of future correction

and not remedies which make the public whole for past breaches. However, a single breach or pattern of breaches may result in the termination of this Agreement as described in Section 14.02.

c. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid waste collection service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Article 12, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor **City**
Initial Here _____ **Initial Here** _____

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

a.	Failure to promptly repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
b.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$500.00 per incident per day.
c.	Failure to comply with the hours of operation as required by this Agreement.	\$500.00 per incident per day.
d.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled collection service work day.	\$1,000.00 for each route not completed.
e.	For each failure to collect Solid waste, that has been properly set out for collection, from an established customer account on the scheduled collection day and not thereafter collected within one working day.	\$150.00

f.	For each failure to forward unresolved customer complaints to City pursuant to Section 12.01 (c)	\$500.00
g.	Failure to provide cart (s), bins(s) or containers to an existing customer on next service day and new customer within three days.	\$200.00
h.	For each failure to provide an on-call cleanup as provided in Section 7.08, 7.09, 8.04, 8.05	\$150.00
i.	Failure to provide collection as required for City-sponsored special events as provided for in Section 4.11.	\$1,000.00 per event.
j.	Keeping fraudulent or inaccurate records or providing fraudulent records with regard to customer complaint logging, tracking and resolution.	\$10,000 per incident
k.	Failure to maintain an accurate customer complaint log or accurate records.	\$200.00

1528

1529 Prior to assessing liquidated damages, the City shall give Contractor written notice of any
 1530 alleged breach of this Agreement that the City believes justifies the imposition of
 1531 liquidated damages. Contractor shall have ten (10) days after its receipt of said notice to
 1532 correct or cure the breach described in the City's notice. If the Contractor fails or refuses
 1533 to correct or cure the breach, then the City may thereafter impose liquidated damages on
 1534 Contractor for any breaches occurring after the ten day notice period and those listed in
 1535 the written notice and consistent with the other provisions of this Agreement.

1536

1537 d. Procedure for Review of Liquidated Damages. The City Manager may assess
 1538 liquidated damages under this Article 12 on a monthly or less frequent basis. At the end
 1539 of each period, the City Manager shall issue a written notice to Contractor ("notice of
 1540 assessment") of the liquidated damages assessed and the basis for each assessment.

1541 The assessment shall become final unless, within ten calendar days of the date of the
 1542 notice of assessment, Contractor provides a written request for a meeting with the City
 1543 Manager to present evidence that the assessment should not be made.

1544

1545 The City Manager shall schedule a meeting between Contractor and the City Manager as
 1546 soon as reasonably possible after timely receipt of Contractor's request. The City
 1547 Manager shall review Contractor's evidence and render a decision sustaining or reversing
 1548 the administrative charges as soon as reasonably possible after the meeting. Written
 1549 notice of the decision shall be provided to Contractor. An appeal of the City Manager's
 1550 decision may be taken to the Board of Administrative Appeals pursuant to procedures set
 1551 forth in AMC Chapter 4 of Title 1.

1552

If Contractor does not submit a written request for a meeting within ten calendar days of the date of the notice of assessment, the City Manager's determination shall be final and Contractor shall make payment within five calendar days.

City's assessment or collection of liquidated damages does not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in this Agreement.

12.03 City Cost Recovery. In addition to the liquidated damages and other remedies set forth herein, the City may bill the Contractor for fees and costs associated with addressing issues related to verified franchise violations that have not been remedied by the Contractor within a reasonable period of time, and City efforts to resolve complaints against Contractor. In instances where no liquidated damage is provided for, or no liquidated damage is imposed, and the Contractor remains in non-compliance after the City has given Contractor reasonable time to resolve the complaints, the City may require Contractor to reimburse City for the reasonable costs associated with City staff addressing verified violations of the Agreement, including, but not limited to, failures to properly resolve customer complaints and activities undertaken to force the terms of this Agreement. The costs to be recovered may include fully loaded personnel costs, direct costs incurred by the City, and third party costs incurred by the City when reasonably necessary to address Contractor's failure to comply with all terms of this Agreement.

12.04 Performance Review. City may at its sole discretion hold a public hearing at which Contractor shall be present and shall participate, to review its collection system services and performance. Performance review hearings may be scheduled by City at any time deemed appropriate by City. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in order to achieve a continuing, advanced Solid waste system; and to ensure services are being provided with adequate quality, effectiveness and economy. City may require Contractor to distribute a customer satisfaction survey to all customers receiving service under this Agreement, which survey shall be approved by City prior to distribution.

Topics for discussion and review at the performance review hearing may include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any performance review hearing.

At City's request, Contractor shall, at a minimum, submit a report to City indicating the following:

- a. Analysis of results of customer satisfaction survey, broken down by customer category and level of service.
- b. Changes recommended and/or new services to improve City's ability to continue to meet the goals of AB 939 and to contain costs and minimize impacts on rates.
- c. Any specific plans for provision of changed or new services by Contractor, including modifications to service to meet changing circumstances and customer preferences.

1597 This report shall be reviewed in a public hearing(s). Contractor may submit other relevant
1598 performance information and reports for consideration. City may request Contractor to submit
1599 additional specific information for the hearing. In addition, any customer may submit comments
1600 or complaints during or before the hearing, either orally or in writing, and these shall be
1601 considered.

1602 Not later than 60 days after the conclusion of each performance review hearing, City may issue a
1603 report. As a result of the review, City may require Contractor to provide expanded or new
1604 services within a reasonable time and for reasonable rates and compensation and City may direct
1605 or take corrective actions for any performance inadequacies.

1606

Article 13. Performance Bond; Insurance; Indemnification.

13.01 Performance Bond. Upon execution of this Agreement, the Contractor shall furnish to the City, and keep current, a performance bond, or other form of financial assurance acceptable to City, in the amount of \$25,000 for faithful performance of this Agreement; however, if Contractor proposes to assign this Agreement the amount of performance bond may be unilaterally increased by City roughly equal to three months revenue under this Agreement for the faithful performance of its terms.

13.02 Insurance.

a. Insurance Policies. Contractor shall secure and maintain throughout the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance of work or services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

b. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office form number GL 0002 covering Commercial or Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. The most recent editions of Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

c. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. Commercial or Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

e. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

(a) The City, its officials, directors, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The

1647 coverage shall contain no special limitations on the scope of protection
1648 afforded to the City, its officials, directors, employees or volunteers.

1649 (b) Contractor's insurance coverage shall be primary insurance as
1650 respects City, its officials, employees and volunteers. Any insurance or
1651 self-insurance maintained by City, its officials, employees or volunteers
1652 shall be excess of Contractor's insurance and shall not contribute with it.

1653 (c) Any failure to comply with reporting provisions of the policies
1654 shall not affect coverage provided to City, its officials, employees or
1655 volunteers.

1656 (d) Coverage shall state that Contractor's insurance shall apply
1657 separately to each insured against whom claim is made or suit is brought,
1658 except with respect to the limits of the insurer's liability.

1659 2. Workers' Compensation and Employers Liability Coverage. The insurer
1660 shall agree to waive all rights of subrogation against City, its officials, employees
1661 and volunteers for losses arising from work performed by Contractor for City
1662 except for the sole negligence of City.

1663 3. All Coverages. Each insurance policy required by this clause shall be
1664 endorsed to state that the coverage shall not be suspended, voided, canceled by
1665 either party, except after thirty days' prior written notice by certified mail, return
1666 receipts requested, has been given to City.

1667 f. Acceptability of Insurers. The insurance policies required by this section shall be
1668 issued by an insurance company or companies admitted to do business in the State of
1669 California and with a rating in the most recent edition of Best's Insurance Reports of size
1670 category VII or larger and a rating classification of A or better. To the extent permitted by
1671 law, all or any part of the required insurance may be provided under a plan of self-
1672 insurance.

1673 g. Verification of Coverage. Contractor shall annually furnish City with certificates
1674 of insurance and with original endorsements affecting coverage required by this clause.
1675 The certificates and endorsements for each insurance policy are to be signed by a person
1676 authorized by that insurer to bind coverage on its behalf. The certificates and
1677 endorsements are to be on forms provided by or acceptable to City and are to be received
1678 and approved by City before work commences.

1679 h. Subcontractor. Contractor shall include all subcontractors as insureds under its
1680 policies or shall furnish separate certificates and endorsements for each subcontractor. All
1681 coverages for subcontractors shall be subject to all of the requirements stated herein.

1682 i. Rights of Subrogation. All required insurance policies shall preclude any
1683 underwriter's rights of recovery or subrogation against City except for the sole
1684 negligence of City with the express intention of the parties being that the required
1685 insurance coverage protects both parties as the primary coverage for any and all losses
1686 covered by the above-described insurance. Contractor shall ensure that any companies
1687 issuing insurance to cover the requirements contained in this Agreement agree that they
1688 shall have no recourse against City for payment or assessments in any form on any policy
1689 of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event

of an Occurrence, Claim or Suit’ as it appears in any policy of insurance in which City is named as an additional insured shall not apply to City.

13.03 Indemnification.

a. Indemnification. Contractor shall indemnify, defend and hold harmless City, its officers, directors, employees, volunteers and agents (collectively “indemnities”) from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit of any and every kind and description (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with:

(1) the alleged negligence or willful misconduct of Contractor, its officers, employees, agents and/or subcontractors in performing services under this Agreement;

(2) the failure of Contractor, its officers, employees, agents and/or applicable laws (including, without limitation, environmental laws) and regulations, and/or applicable permits and licenses;

(3) the acts of Contractor, its officers, employees, agents and/or subcontractors in performing collection services under this Agreement for which strict liability is imposed by law (including, without limitation, environmental laws).

The foregoing indemnity applies regardless of whether the loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the indemnities’ negligence, except this indemnity shall be limited to exclude coverage for intentional wrongful acts and active negligence of indemnities. Contractor further agrees to and shall, upon demand of City, at Contractor’s sole cost and expense, defend (with attorneys acceptable to the City) the City, its officers, directors, employees, and agents against any claims, actions, suits or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any events described in the immediately preceding paragraph.

Contractor’s duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

b. Hazardous Substances Indemnification. Contractor shall indemnify, defend with counsel selected by City, protect and hold harmless the City, its officers, directors, employees, volunteers, and agents (collectively, “indemnitees”) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all responses, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys’ and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, “damages”) of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this

Agreement, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance, hazardous waste, and/or house hazardous waste (collectively, "waste") at any places where Contractor transports, processes, stores or disposes of the Solid waste, and/or construction and street debris, or other waste collected under this Agreement. This indemnity afforded indemnitees, shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 USC §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify City from liability. This provision is in addition to all other provision in this Agreement and is intended to survive the end of the term of this Agreement. Nothing in this paragraph shall prevent the Contractor from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by the Contractor, or the indemnitees. As appropriate, the parent company should provide the guarantees necessary to meet this provision. All costs of Contractor incurred in providing this indemnification and in defense of itself and related party entities, shall be disallowed for purposes of setting rates under this Agreement.

c. Proposition 218 Indemnification. City intends to comply with all applicable laws concerning the setting of maximum rates under this Agreement. Nonetheless, Contractor shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Contractor or any of the indemnitees resulting in any form from the City's setting of maximum rates for service under this Agreement or in connection with the application of California Constitution Article XIII C and Article XIII D to the imposition, payment or collection of rates and fees for services provided by Contractor under this Agreement. Nothing herein is intended to imply that California Constitution Articles XIII C or XIII D, apply to the setting of rates for the services provided under this Agreement, rather this section is provided merely to allocate risk of loss as between the parties.

d. AB 939/SB1016 Indemnification. The Contractor agrees to indemnify and hold harmless City, its officers, directors, employees and agents from and against all fines and/or penalties imposed by the CalRecycle if the source reduction and recycling goals or any other requirement of AB 939/SB1016 or any future diversion or disposal requirements are not met by City with respect to the waste stream collected under this Agreement and such failure is due to the failure of Contractor to meet any obligation under this Agreement, including delays in providing information that prevents City from submitting reports required by AB 939/SB1016 in a timely manner.

In interpreting the foregoing AB 939/SB1016 indemnification provision, Contractor and City are cognizant of Public Resources Code 40059.1 and agree that the intent of this Agreement is to provide Contractor with the breadth of rights and responsibilities to

allow the City to meet its AB 939 diversion requirements through implementation of Contractor's programs. The program and services to be carried out by Contractor under this Agreement, as more particularly outlined in the service specifications (Exhibit A), are intended and expected to allow the City to meet its AB 939 diversion requirements, provided all programs are carried out consistently and competently, and with an aggressive program of outreach and customer education. Reliance by the City on Contractor's ability to provide programs and services that will consistently provide for City's compliance with AB 939 diversion requirements constitutes a material consideration for City to grant the exclusive rights and privileges contained herein.

ARTICLE 14. DEFAULT AND REMEDIES

14.01 Events of Default. All provisions of the franchise and this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an event of default.

a. Fraud or Deceit. If Contractor practices, or attempts to practice, any fraud and/or deceit upon City.

b. Repeated Pattern of Breaches. If there is a pattern of breaches over time such that in combination, they constitute a significant failure by Contractor to perform its obligations.

c. Insolvency or Bankruptcy. If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

d. Failure to Maintain Coverage. If Contractor fails to provide or maintain in full force and affect the workers' compensation, liability, or indemnification coverage as required by this Agreement.

e. Violations of Regulation. If Contractor, its facilities, transfer station or disposal site, fall out of full regulatory compliance or Contractor violates any permits, orders or filings of any regulatory body having jurisdiction over Contractor which violation or non-compliance materially affects the Contractor's ability to perform under this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent Contractor is able to adequately perform during that period.

f. Result of Performance Review. Failure to provide information as requested for a performance review, or failure to adequately perform as revealed by a performance review, as provided in Section 12.04.

g. Failure to Perform. If Contractor ceases to provide collection, transfer, transport, processing, or disposal services as required under this Agreement for a period of two consecutive business days or more, including without limit, cessation of services due to work stoppages or slowdowns, strikes, sickouts, picketing or concerted job actions by Contractor's employees.

h. Failure to Pay. If Contractor fails to make any payments required under this Agreement.

i. Failure to Maintain or Supply Records. If Contractor fails to maintain and/or to provide City with required information, reports, and/or records in a timely manner as provided for in this Agreement.

j. False or Misleading Statements. Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement or in conjunction with any application for a rate increase, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

k. Attachment. There is a seizure or attachment of, or levy on, the operating equipment of Contractor, including without limits its equipment, maintenance or office facilities, or any part thereof.

l. Failure to Provide Assurance of Performance. If Contractor fails to provide reasonable assurances of performance as required under Section 13.01.

m. Criminal Activity of Contractor. Should Contractor or any of its officers, directors or contract manager, or others in position to supervise or influence actions under this Agreement, be “found guilty” of felonious conduct relating to its obligations, or other felonious conduct at any of Contractor’s operations. The term “found guilty” shall be deemed to include any judicial determination that Contractor or any of Contractor’s officers, directors or employees is guilty, and any admission of guilt by Contractor, or any of Contractor’s officers, directors or employees including, the pleas of “guilty,” “nolo contendere,” “no contest,” or “guilty to a lesser felony” entered as part of any plea bargain. Such felonious conduct includes, but is not limited to any activities related to or carried out pursuant to this Agreement for: (i) price fixing, (ii) illegal transport or disposal of hazardous or toxic materials, (iii) bribery of public officials, or (iv) fraud or tampering. In the event of felonious conduct, City reserves the right to exercise one or more of the remedies specified below in Section 14.02. Such action shall be taken after Contractor has been given notice and an opportunity to present evidence in mitigation.

n. Assignment. Contractor assigns this Agreement in violation of Section 16.08.

Contractor shall be given two business days from notification by the City to cure any default arising under subsections g, h, i, k, and l provided, however that the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach within a twenty-four month period.

However, notwithstanding anything contained herein to the contrary, for the failure of the Contractor to provide collection services for a period of two consecutive work days, the City may secure the Contractor’s records on the fourth work day in order to provide interim collection services until the matter is resolved and the Contractor is again able to perform under this Agreement; provided, however, if the Contractor is unable for any reason to resume performance at the end of 30 calendar days all liability of the City under this Agreement to the Contractor shall cease and this Agreement may be deemed terminated by the City. Interim collection service may be provided by City, or a designated third party, pursuant to Section 14.08 of the Agreement, or otherwise.

14.02 Right to Terminate Upon Default

Upon a default by Contractor, the City shall give Contractor ten (10) days’ written notice of said default. Upon Contractor’s failure or refusal without legal excuse to correct, make good or cure said default within ten (10) days of said notice, the City Manager shall have the right to terminate this Agreement upon a ten business days notice if the public health or safety is threatened, without the need for any hearing, suit or legal action. If public health or safety is not immediately threatened the City Council may terminate after a hearing and subsequent thirty days notice of the decision to terminate, without need for further hearing, suit or legal action. This right of termination is in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

City’s right to terminate this Agreement and to take possession of Contractor’s equipment and facilities are not exclusive, and City’s termination of this Agreement shall not constitute an

election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief.

14.03 Effective Date. In the event of the events specified above, and except as otherwise provided in those subsections, termination shall be effective upon the date specified in the City's written notice to the Contractor and upon that date this Agreement shall be deemed immediately terminated. Upon such termination all liability of the City under this Agreement to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the collection services. The Contractor for failure to perform shall reimburse the City all direct and indirect costs of providing interim collection services.

14.04 Termination Cumulative. The City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

14.05 Excuse from Performance. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other "acts of God", war, civil insurrection, riots, acts of any government (including judicial action) and other similar catastrophic events, which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor or its selected facilities is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The party claiming excuse from performance shall, within two business days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of Contractor's services caused by one or more of the events excused shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of seven calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten business days' notice, in which case the provisions relative to taking possession of Contractor's land, equipment and other property and engaging Contractor's personnel in Section 14.08 and this Article will apply.

14.06 Assurance of Performance. City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

14.07 City Remedies For Contractor Default.

City shall have the following rights:

- a. Waive Default. To, at its sole discretion, waive the Contractors' default.
- b. Termination. Terminate the Agreement in accordance with this Article.
- c. All Other Available Remedies. In addition to, or in lieu of termination, to exercise all of its remedies in accordance with this Article and any other remedies at law and in equity, to which City shall be entitled, according to proof.
- d. Damages Survive. If Contractor owes any damages upon City's termination of the Agreement, Contractor's liability under this Article shall survive termination.

Whether or not City exercises its right to terminate, City shall have the right to: (i) seek performance by the surety under the letter of credit, performance bond or certificate of deposit (instrument for securing performance), and (ii) make a claim on any insurance policy or policies.

14.08 City Right to Perform Service.

a. General. In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to collect, transfer, transport, process and dispose of any or all Solid waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than three business days, and if, as a result thereof, Solid waste should accumulate in the city to such an extent, in such a manner, or for such a time that the City should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon one business day prior written notice to Contractor during the period of such emergency as determined by the City Manager, to perform, or cause to be performed, such services.

b. Billing and Compensation to City. During such time that City is providing Solid waste services, or causing them to be provided by a third party, Contractor shall bill and collect payment from all users of the above-mentioned services. Contractor further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City in providing the Solid waste service in such a manner and to an extent as would otherwise be required of Contractor under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses, but in no event later than five (5) business days from and after each such submission.

c. City's Actions Not A Taking. City's exercise of its rights under this Section (1) does not constitute a taking of private property for which compensation must be paid, (2) will not create any liability on the part of City to Contractor, (including loss of revenue by Contractor) and (3) does not exempt Contractor from any of the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this section.

d. Duration of City's Performance. City's right pursuant to this section to render collection services, shall terminate when City determines that such services can be resumed by Contractor; provided nothing in this section is intended to limit such other rights as City has under this Article.

Article 15. Modifications to the Agreement

15.01 Modifications. The City shall have the power to make changes in this Agreement as the result of changes in law, changes in the City of Antioch Municipal Code, or both, to impose new rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing collection services as may be necessary or desirable to meet City's responsibilities with regard to public welfare, sanitation, health and AB 939. The City shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing collection services under this Agreement shall also be liberally construed to include, but not be limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

15.02 Change in Law. The City and the Contractor understand and agree that the California Legislature and other regulatory bodies have the authority to make comprehensive changes in Solid waste management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The Contractor agrees that the terms and provisions of the City of Antioch Municipal Code, as it now exists or as it may be amended, shall apply to all of the provisions of this Agreement.

Nothing in this Agreement requires any party to perform any act or function contrary to law. The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the City and the Contractor shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the Contractor due to any modification in the Agreement, which may include an adjustment to the maximum rate that Contractor can impose.

15.03 Amendments. This Agreement may be modified or amended only by a written document executed by both the Contractor and the City, and approved as to form by the City Attorney.

Article 16. Miscellaneous Provisions

16.01 New Services and Container Inventory. Contractor shall provide collection service to any new customer within one business day of receiving such request. Contractor shall provide new customer requested carts, bins, or debris boxes within one business day of receiving such request and by next service day for existing customers. If a request for new service or for a change of service is received in the form of a voicemail message or an e-mail, the time of receipt of the request shall be considered to be the time of the customer's transmission of the message. Contractor shall maintain an adequate inventory of each type of container as is necessary to meet these requirements.

16.02 Report of Accumulation of Solid waste. Contractor shall direct its drivers to note (1) the addresses of any premises at which they observe that Solid waste is accumulating and is not being delivered for collection; and (2) the address, or other location description, at which Solid waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to City within five business days of such observation.

16.03 Emergency Services. Contractor shall as soon as practically possible and normally within four hours of notice from the City, provide collection services in order to remove debris resulting from a disaster or other emergency event (declared or not), unless upon a reasonable effort Contractor is unable to do so. In particular, Contractor shall under City's direction utilize such personnel, drop boxes, and/or drop box vehicles as are reasonably available to collect and transport debris and the Contractor will be reasonably compensated for said work performed.

16.04 Load Inspection Program. Contractor shall develop and implement a public education program designed to educate generators regarding proper methods of handling and disposing of hazardous waste and a load inspection program for Contractor's personnel to detect and discover hazardous waste placed by generator for collection by Contractor. Collection vehicle drivers shall be trained by Contractor to inspect containers prior to collection when practical.

In the event a collection vehicle driver finds hazardous waste at the point of collection and such waste is in an uncovered or leaking container that would be unsafe to leave, the hazardous waste shall be left in the collection container and Contractor's environmental technician shall be notified to handle the issue with the generator. Environmental technicians shall help guide the generator to safely containerize the hazardous waste and shall explain the generator's options for proper disposition of such material. Under no circumstances shall Contractor's employees knowingly collect hazardous waste or remove unsafe or poorly containerized hazardous waste from a collection container. In the event an extremely hazardous waste is found in a collection container or collection area, such as an explosive or large quantity of concentrated corrosive material, Contractor shall immediately notify the appropriate regulatory authorities.

If materials collected by Contractor are delivered to a facility owned by Contractor for purposes of transfer, processing, or disposal, load checkers and equipment operators at such facility shall conduct inspections in areas where collection vehicles unload Solid waste, Recyclable materials, Green waste, or Green waste and food waste to identify hazardous wastes. Facility personnel shall remove these materials for storage in an on-site hazardous materials storage container(s). Contractor shall make reasonable efforts to identify and notify the generator. Contractor shall arrange for removal of the hazardous wastes by permitted haulers in accordance with applicable laws and regulatory requirements.

Contractor shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at the Contractor's facility. These records shall include: waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

16.05 Independent Contractor. In the performance of services under this Agreement, Contractor is an independent contractor and not an officer, agent, servant or employee of City. Contractor shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to City employees, and Contractor expressly waives any claim it may have or acquire to such benefits.

16.06 Laws to Govern. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

16.07 Consent to Jurisdiction. The parties agreed that any litigation between City and Contractor concerning or arising out of this Agreement shall be filed and maintained exclusively in the courts of County of Contra Costa, Martinez, State of California, or in the United States District Court for the Northern District of California. Each party consents to service of process in any manner authorized by California law.

16.08 Assignment. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. City may perform a detailed review of all aspects of any proposed assignment and Contractor shall provide all documents and information requested by City to facilitate its review. All costs of City in performing such a review will be reimbursable by Contractor to City on demand. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be void and shall be grounds for the City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors, the Contractor, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor. The definition of assignment is as defined in the Guaranty Agreement attached as Exhibit D.

The use of a subcontractor to perform services under this Agreement shall not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the City Manager to subcontract such services and the City Manager has approved a subcontractor who will perform such services. Contractor shall be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor shall be the sole responsibility of Contractor. The City Manager shall have the right to require the removal of any approved subcontractor for reasonable cause.

16.09 Nondiscrimination. In the performance of all work and services under this Agreement, Contractor shall not discriminate against any person on the basis of such person's race, sex,

color, national origin, religion, marital status or sexual orientation. Contractor shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

16.10 Compliance with Laws. In the performance of this Agreement, Contractor shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including the City of Antioch Municipal Code.

City shall provide written notice to Contractor of any planned amendment to the Antioch Municipal Code that would substantially affect the performance of Contractor's services under this Agreement. Such notice shall be provided at least 30 calendar days before the City Council's approval of such an amendment.

16.11 Permits and Licenses. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance, specifically including the City business license, and maintain them in effect throughout the term of this Agreement. Contractor shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with them upon the request of the City Manager.

16.12 Point of Contact. The day-to-day dealings between the Contractor and the City shall be between the Contractor and the City Manager or his or her designee.

16.13 Notices. Whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified as the place for giving of notice in compliance with this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the City:

City Manager

City of Antioch- City Hall

P.O. Box 5007

Antioch, CA 94531-5007

As to the Contractor:

Allied Waste Systems, Inc.

441 N Buchanan Circle

Pacheco, CA 94553

With a copy to:

City Attorney

City of Antioch – City Hall

P.O. Box 5007

Antioch, CA 94531-5007

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted by facsimile equipment must also be mailed.

16.14 Entire Agreement. This Agreement is the result of mutual drafting efforts of the parties, both of whom were represented by counsel. Therefore, no interpretation shall be given to this Agreement which would favor one party or the other because of the identity of the drafter. This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the parties, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. The original agreement between the parties dated December 17, 1974 and all amendments to it and the subsequent Agreement dated September 2, 2005 are expressly superseded in total by this Agreement except for the indemnification provisions. In addition, all prior written and oral communications, including correspondence, drafts, memoranda and representations, are superseded by this Agreement.

16.15 Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, shall continue in effect.

16.16 Right to Require Performance. The failure of the City at any time to require performance by the Contractor of any provision of this Agreement does not affect the right of the City thereafter to enforce the provision, nor shall waiver by the City of any breach of any provision be held to be a waiver of any succeeding breach of the provision or as a waiver of any provision itself.

16.17 Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

16.18 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference. The list of exhibits is set forth at the end of the Table of Contents.

16.19 Incorporation of City's Municipal Code. This Agreement is entered into under the authority of the ordinances contained with the City's Municipal Code and the Municipal Code is hereby incorporated in and made a part of this Agreement by reference.

16.20 Authority to Execute. Contractor warrants that it has the authority to enter in to this Agreement and that the officers signing below have the authority to bind the Contractor.

2135 **16.21 Effective Date.** This Agreement shall take effect when it is properly executed by the
2136 City and the Contractor, and that date shall be reflected in the opening paragraph.
2137 IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the
2138 respective date(s) below each signature.

CITY OF ANTIOCH

CONTRACTOR

ALLIED WASTE SYSTEMS, INC

By: _____

Jim Jakel, City Manager

By: _____

Jeff Andrews, Senior Vice President,
Operations

Date: _____

Date: _____

Authorized by

City Council Resolution No. _____

Approved as to form:

Attest: _____

Jolene Martin, City Clerk

Thomas M. Bruen, Counsel for Contractor

Approved as to form:

Lynn Tracy Nerland, City Attorney

Exhibit A

Service Specifications:

Description of Collection, Recycling and Education Services and Programs

I. Residential Collection Services

Solid waste

Contractor will offer a fully automated collection service for Solid waste. Each single family dwelling will have a choice of four cart sizes for refuse collection (20-gallon, 32-gallon, 64-gallon or 96-gallon). On a weekly basis the carts will be serviced at the curb by an automated collection vehicle, using an extendable arm, to grasp the cart and tip the contents into the body of the vehicle. Drivers will provide special consideration for on-premises services as described below (i.e. seniors, disabled).

Only Garbage shall be placed in the garbage cart. Customers shall be instructed to place their cart out the night before their collection day or by 5:30 a.m. on their service day. At least three (3) feet of space shall be between the garbage cart and any other object including Green waste and recycling carts, mailboxes or portable basketball hoops. The cart will be placed on the street in front of the curb for street side pickup. The cart's front will face out to the street.

Customers with extra Garbage or large Bulky items, can call customer service prior to their service day to arrange for extra service for a fee, as described in Exhibit B.

Recycling

Contractor will offer fully automated collection services for recycling. Each single family dwelling will receive a 64-gallon cart for recycling collection. On a weekly basis the carts will be serviced on the same day as their regular garbage pick up day at the curb. An automation collection vehicle, using an extendable arm, will grasp the cart and tip the contents into the body of the vehicle. Drivers will provide special consideration for on-premises service as described below (i.e. seniors, disabled).

Customers will not have to source separate Recyclable material. All material will be deposited into the 64-gallon recycling cart. The cart will be placed on the street in front of the curb for street side pickup. The cart's front will face out to the street. Contractor will provide a 32-gallon recycling cart for those customers with special needs such as disability or storage limitations or a 96 gallon recycling cart for those customers who generate excess Recyclable material. This option will not be an advertised service, but provided on a case by case as needed basis. Additional carts for Recyclable material will be available for the rate set forth in Exhibit B. Customers shall be instructed to place their cart out the night before their collection day or by 5:30 a.m. on their service day. At least three (3) feet of space shall be between the garbage cart and any other object including Green waste and recycling carts, mailboxes, portable basketball hoops, etc.

Acceptable Recyclable material:

- ◆ All plastic containers #1-7
- ◆ Rigid Plastic items

- 2185 ♦ Aluminum and tin cans
- 2186 ♦ Glass bottles and jars of all colors
- 2187 ♦ White paper
- 2188 ♦ Envelopes (with or without windows)
- 2189 ♦ Computer print out paper (with blue/green stripe)
- 2190 ♦ Adding machine tape
- 2191 ♦ Colored paper
- 2192 ♦ Fax paper
- 2193 ♦ White & carbonless forms
- 2194 ♦ Laser printer paper
- 2195 ♦ Manila folders and envelopes
- 2196 ♦ Magazines
- 2197 ♦ Newspapers
- 2198 ♦ Cardboard (3'x3' in size, no larger)
- 2199 ♦ Phone books
- 2200 ♦ Junk mail
- 2201 ♦ Paperback and hard covered books
- 2202 ♦ Construction paper
- 2203 ♦ Aluminum foil
- 2204 ♦ Scrap metal and small metal appliances
- 2205 ♦ Electronic Waste Peripherals

2206

2207 Unacceptable Recyclable material:

- 2208 ♦ Plastic bags
- 2209 ♦ Carbon paper
- 2210 ♦ Spiral or bound notebooks
- 2211 ♦ Food/snack waste
- 2212 ♦ Restroom waste
- 2213 ♦ Tyvek (overnight envelopes)
- 2214 ♦ Food wrappers
- 2215 ♦ Cookware/Ceramics
- 2216 ♦ Window glass or mirrors
- 2217 ♦ Shrink wrap
- 2218 ♦ Polystyrene/Styrofoam

2219

2220 All contaminated containers will be tagged for customer education purposes.

2221

2222 **Green waste**

2223 Each single family dwelling will receive a 96-gallon cart for Green waste collection. On a bi-
2224 weekly basis (every other week) the carts will be serviced on the same day as regular garbage
2225 pick up at the curb. An automation collection vehicle, using an extendable arm, will grasp the
2226 cart and tip the contents into the body of the vehicle. Customers will be notified annually of
2227 their collection schedule. The cart will be placed on the street in front of the curb for street side
2228 pickup. The cart's front will face out to the street. Customers shall be instructed to place their
2229 cart out the night before their collection day or by 5:30 a.m. on their service day. At least three
2230 (3) feet of space shall be between the Green waste cart and any other object including Garbage

and recycling carts, mailboxes, portable basketball hoops, etc. Contractor will provide a 32-gallon Green waste cart for those customers with special needs such as disability or storage limitations. This option will not be an advertised service, but provided on a case by case as needed basis. Drivers will provide special consideration for on-premises service as described below (i.e. seniors, disabled). Additional carts for Green Waste material will be available for the rate set forth in Exhibit B. Acceptable material must be placed directly into the cart, with no bagging or other containers placed into the cart.

Acceptable Green waste material:

- ◆ Grass clippings
- ◆ Brush
- ◆ Weeds and leaves
- ◆ Hay and straw
- ◆ Prunings
- ◆ Tree trimmings
- ◆ Tree branches 6 inches or less in diameter and 3 feet or less in length

Unacceptable Green waste material:

- ◆ Plastic bags
- ◆ Rocks or concrete
- ◆ Sod and dirt
- ◆ Loose fruits and vegetables
- ◆ Tree trunks, stumps, palm fronds
- ◆ Branches more than 6 inches in diameter or more than 3 feet in length
- ◆ Pet waste

All contaminated containers will be tagged for customer education purposes.

The City of Antioch will review customer's requests for exemption from this program. Exemptions will be granted if the resident can prove that no Green waste is generated for disposal due to composting, contracting with a landscaper or if the property is hardscaped (does not have any plants, consists of concrete and rock or decking). Customers who are granted exemptions will not receive a Green waste cart and will be billed at the Green waste Exempt rate set forth in Exhibit B.

On-Premises Service

Contractor shall provide on-premises collection of residential Solid waste, Recyclable materials and Green waste to a SFD customer if all adult customers residing there have disabilities that prevent them from setting their Garbage, Recycling or Green waste cart at the curb for collection and if a request for on-premises service has been made to, and approved by, the City Manager in the manner required by City. On premises service shall include pickup and replacement of carts within the front or side yard and return of the cart to such location. The Contractor shall authorize on-premises service in appropriate circumstances.

On Call Waste Cleanup Program

Contractor will offer residential customers two (2) on-call curbside cleanups per year allowing a maximum of 2 cubic yards per cleanup or the equivalent of fourteen (14) thirty-two gallon bags. Pick up will be on the same day as regular garbage service. Contractor provides large item pick-up for 2 items per customer every calendar year for additional items there is a fee as outlined in Exhibit B. For customer convenience, Contractor utilizes a voice mail system so customers may leave messages after business hours including requests for scheduling on-call collection service. Guidelines will be as follows:

Guidelines for collection:

- ◆ Place items at the curb by 5:30 a.m., preferably the night before the cleanup day.
- ◆ All items must be stacked in one place.
- ◆ Bag or tie items with rope, cord, tape or string strong enough to keep the bundle intact or place in disposable containers. All containers will be taken including metal and plastic trash cans.
- ◆ Place cleanup items in a single pile at a distance of 4 feet or more from all carts.

Unacceptable . waste Material:

- ◆ No item may weigh more than 150 lbs. or be longer than 4 feet. Bags cannot weigh more than 50 pounds.
- ◆ No televisions or computer monitors*.
- ◆ No household hazardous wastes including paint, motor oil, car batteries, antifreeze, solvents, pesticides, cleaners.
- ◆ No large car parts (tires, transmission blocks, engines, etc.) or large furniture*.
- ◆ No rocks, dirt or concrete.
- ◆ No refrigerators, freezers, air conditioners or other appliances with Freon*.
- ◆ No tree stumps or large tree trunks.
- ◆ Do not place cleanup items near or in front of refuse or recycling carts.
- ◆ No loose piles

*** Can be picked up as a large item pickup, but not part of the on-call cleanups.**

On Call Recycle Cleanups

Contractor will offer three (3) on call recycling pickups per year, for recycling extra Green waste and/or for extra corrugated cardboard. Residents will call customer service to schedule a pickup a week in advance.

Guidelines:

- ◆ After filling Green waste cart, place extra clippings in containers that are 32 gallons or less in volume. Maximum 75 lbs. per container. Containers will not be taken away. Do not use plastic bags.
- ◆ Tree branches and prunings must be 3 feet or less in length and 6 inches or less in diameter.
- ◆ Trim cardboard to 3 feet or less on each side, flatten and bundle with string.
- ◆ For pickups, place bundled cardboard or Green waste containers at the curb by 5:30 a.m. or, preferably, the night before.
- ◆ Keep extra material at least 4 feet away from carts.

Motor Oil and Oil Filters

Customers will be able to recycle motor oil and oil filters curbside. The motor oil shall be in a clear plastic container like a plastic milk jug. The lid shall be taped to the top and placed beside the recycle cart on their recycle collection day. Customers are allowed a maximum of three (3) gallons of oil per pick up. Oil filters will be placed in a heavy sealable plastic bag such as a Ziploc bag sealed and left by the recycle cart on their recycle collection day.

While recycling is an automated service, the driver will get out of the vehicle to pick up these materials.

Used motor oil and filters will not be collected during the On-Call Bulky Waste Cleanups.

On-Call Pickup of Batteries, Cell Phones and Compact Fluorescent Light bulbs

Customers will be able to include Compact Fluorescent Light bulbs (CFLs), cell phones and household batteries to any on call recycling or waste pickups at no additional charge. Items need to be placed next to material left out for pickup in sealed clear plastic bags. Each material type needs to be placed in a separate bag. There is a maximum of four (4) cell phones per appointment. CFLs must not be broken or there will be a fee for disposal

II. Multifamily Collection Services

Solid waste

Multifamily residents subscribing individually for service will receive carts for Solid waste, Recycling and Green waste. These customers will receive service that is very similar to the type described for single family dwellings. Multi-family residents who do not subscribe individually for service will be provided with carts (32-gallon, 64-gallon or 96-gallon) or front end load containers ranging in size from one (1) cubic yard to six (6) cubic yards. Collection frequency will be at a minimum once a week. Contractor provides large item pick-up for a fee as described in Exhibit B.

Contractor will service compactor containers as long as the compactor meets collection vehicle specifications.

Recycling

Recycling service will be provided to all complexes and individuals in multifamily complexes unless the City determines otherwise. Diversion for this program is calculated with the commercial diversion rates. Carts or front-end load containers will be used for recycling. The types of material collected will be the same as detailed under Residential Recycling Services.

Multifamily residents who subscribe individually for service will receive instructions/information that is similar to residents of single family dwellings. Those residents of multifamily complexes not subscribing to individual service will receive information through the facility manager, if available or the property owner. Contractor will bill the facility manager, landlord or homeowners association for the service in cases where front load containers are utilized.

The City of Antioch reserves the right to review service criteria (space limitations, impractical service, lack of recycle material, lack of commitment to separate material from Solid waste) and require any adjustments to the program. Contractor will work with all multifamily customers to maximize recycling services and minimize additional overall cost of service upon request of the customer.

Contractor will service compactor containers as long as the compactor meets our collection vehicle specifications.

Green waste

Green waste service will be offered to all complexes and individuals in multifamily complexes unless the City determines otherwise. Carts or drop boxes will be used.

The City of Antioch reserves the right to review service criteria (space limitations, impractical service, lack of recycle material) and approve any exemptions from the program. Contractor will work with all multifamily customers to maximize Green waste services and minimize additional overall cost of service upon request by the customer.

On Call Waste Cleanup

Multifamily residents subscribing individually for service will receive two (2) on-call bulky waste cleanups as described under Residential Services. Contractor provides large item pick-up for a fee as described in Exhibit B.

Multifamily residents subscribing to bin service have the option of scheduling debris boxes for complex clean ups according to the fees set forth in Exhibit B. The property manager or designated representative must call in advance to schedule a box. The customer service department will determine the appropriate box size based on the size of the complex. Contractor will provide the property manager/designee with information to distribute to their tenants regarding acceptable material for the cleanups. No hazardous waste or white goods containing Freon will be allowed. Bin service customers cannot request individual cleanups. All other guidelines apply as described in Residential Services. Contractor provides large item pick-up for a fee as described in Exhibit B.

On Call Recycle Cleanups

Multifamily residents subscribing individually for service will receive the same information as residential customers described in Residential Services for on-call recycle cleanups. Green waste exempt customers will not be eligible for Green waste cleanups. Those residents of multifamily complexes not subscribing to individual service will receive three (3) cardboard on-call cleanups only. The facility manager will coordinate with Contractor whether a bin, debris box or other collection method would best suit their need.

III. Commercial/Industrial Collection Services

Solid waste

Commercial and industrial customers are serviced in a variety of ways depending upon their location, frequency and amount of service required, accessibility and where they are situated relative to other customers with similar service requirements and as described in Section 9 of the

Collection Agreement. Commercial and Industrial customers will typically be serviced in one of three ways. The most common means of managing materials generated by this segment of the customer base is the use of small containers/bins for collection by front end load vehicles. These containers come in multiple sizes and can be configured to various dimensions in order to fit a given refuse enclosure. These bins are typically utilized for collection of Refuse and Recyclable material and will be available for Green waste service.

Drop boxes are used in circumstances where the generator has a large amount of material that would require too frequent service of a front end load container. These boxes also come in multiple shapes and sizes and are transported by roll-off collection vehicles equipped with a hoist to lower and raise the container onto the bed of the vehicle for transport. These containers are typically used for Refuse, Recyclable material and Green waste. These boxes must have a minimum of twice a month service. However, the City of Antioch may require more frequent service based upon health or public nuisance issues.

Some customers may be better served by use of containers equipped with compactors. These receptacles are generally very useful for bulky wastes and material that is easily compacted in order to maximize payloads. Roll-off collection vehicles are also utilized to transport and exchange compactor boxes. Contractor will provide service at the compacted rate as long as the customer supplies their own compactor.

In certain instances where commercial customers do not require a large degree of service, commercial carts are utilized. These containers are identical to those employed in serving residential customers and typically are used by small business owners who do not generate a large amount of refuse or recyclables. These carts are generally serviced by the vehicles serving the residential customers.

Contractor will work closely with commercial and industrial customers to determine the most efficient and cost effective service options available to them.

Recycling

Contractor will offer a range of recycling services to commercial customers:

- ◆ Send a Waste Assessment Survey and commercial recycling mailer outlining new services to all commercial customers.
 - ◆ Meet with large waste generators to identify potential recycle waste streams and source reduction opportunities.
 - ◆ Conduct on-site Waste Assessments upon request for all commercial customers. Make recycling and source reduction recommendations.
 - ◆ Attend and speak to business organizations such as the Chamber of Commerce.
 - ◆ Review current service levels of all commercial customers. Determine potential for recycling and contact customer.
 - ◆ Re-route commercial customers with primarily “dry” debris to recycling routes
- Contractor will work with all commercial customers to maximize recycling services and minimize additional overall cost of service.

Commercial/Industrial Diversion Requirements

Allied Waste will use all commercially reasonable efforts to implement a comprehensive, mandatory, commercial/industrial recycling, reuse and diversion program to maximize the amount of solid waste that can be diverted from this segment of the City's waste stream. Allied Waste will obtain a commercial diversion rate, as calculated by the dividing total commercial recycling tonnage by the total commercial tons hauled of 50% by 2011. The incremental goals are to be a 35% diversion rate for 2008, 40% for 2009 and 45% for 2010. If the incremental goals are not met, Allied Waste shall meet with the City to evaluate the program and implementation plan.

In order to meet this diversion rate, Allied Waste will have a full-time Recycling Coordinator dedicated to waste diversion programs in Antioch.

If it does not look like the 2011 goal will be achieved Allied Waste shall promptly undertake a study at no cost to the City, including waste characterization of the commercial/industrial waste stream, to determine how these requirements can be met. Allied Waste shall, upon a schedule agreed to by the City, provide the study to the City along with a comprehensive report as to how these specific targets can be promptly met and how the state mandated City-wide 50 percent diversion requirement will be accomplished on a consistent basis.

IV. Construction and Demolition

Construction and demolition debris means wood, wallboard, metal, glass, paper, plastic, concrete and other recyclable and non-recyclable Solid wastes, including Mixed waste, generated by residential, commercial and industrial demolition, remodeling, and construction activities. Containers are available in sizes ranging from (8) eight cubic yards to fifty (50) cubic yards.

Construction and Demolition (C&D) customers must contact a customer service representative (CSR) at Contractor to arrange for service. The CSR will ask if the drop box contains recycle material and will direct Construction and demolition debris, including dirt and cement, to a permitted processing facility. The diversion goal of these mixed loads at the processing facility is a minimum fifty (50) percent. The customer will indicate on their order form, by checking the applicable box, if they need documentation to comply with the City of Antioch Municipal Code. Contractor will report to the City any flagrant violations of the City C&D Ordinance. Contractor will obtain a fifty (50) percent or greater diversion from mixed C&D customers on a bin by bin basis. Bins where a 50% diversion rate cannot be achieved must be hauled and noted as Solid waste. Prior to servicing mixed C&D bins as Solid waste, customer must be notified.

VI. Holiday Tree Recycling

Residential

Contractor will offer two options for residential customers for recycling holiday trees:

- ◆ Green waste cart collection – Place unflocked tree in green waste cart. Branches must be 6 inches or less in diameter and 3 feet or less in length. Cut off treetops.
- ◆ Recycling Drop Off Center- Contractor shall provide annual Holiday tree collection pick up and recycling at up to two locations designated by the City. This service shall be provided during the first three weeks of January of each year at a time and in a manner to be mutually agreed upon by City and Contractor.

Information and instructions for the Holiday Tree Collection Program will be sent to residential customers as a bill insert upon City approval.

Multifamily

A flyer, approved by the City, will be sent to multifamily complexes notifying them of their tree recycling options and program guidelines. Multifamily accounts can use their existing green waste bins for recycling, the free drop off locations described above or schedule a green waste recycling roll off bin.

Commercial

A drop off facility located on N. Buchanan Cr. in Pacheco accepts holiday trees at no charge from commercial customers. Residential and multi-family customers may avail themselves of this service as well. Commercial accounts can also use their existing green waste bins for recycling or the free drop off locations described above.

Guidelines for residential, multifamily and commercial customers:

- Remove stands, whether metal, plastic or wood.
- No flocked or artificial trees.
- Remove lights, ornaments, tinsel and other trimming from branches.

VII. Electronic Recycling

Residential customers can use one of their free on call bulky cleanups for curbside collection of computer monitors, televisions and other electronic equipment (universal waste) for single family, multi-family and commercial customers. Residential, multifamily and commercial customers can put electronic waste peripherals such as keyboards, speakers, and mice in single stream recycling carts or dumpsters.

Single family, multifamily and commercial customers can call Contractor customer service in advance to schedule a pick up for the collection of electronic equipment for a fee as described in Exhibit B. Multi-family and commercial customers that do not have individual billing may have electronic equipment picked up for a fee as described in Exhibit B. For commercial customers, this material will need to be placed in a location accessible to larger vehicles. Multifamily customers will be asked where their material will be located for collection. If the customer does not provide this information, the customer will be asked to place the material near their garbage enclosure.

Collection arrangements that have not been made according to the guidelines above will not be picked up and a non-collection notice will be left with information on how to schedule.

VIII. Public Education

Contractor will develop materials that convey instructions and information to residential, multifamily and commercial customers. Information will be distributed to customers on an annual basis, at a minimum. Multifamily and commercial literature may differ slightly due to collection differences. This information will include:

- ◆ Garbage collection guidelines

- 2564 ♦ Recycle collection guidelines
- 2565 ♦ Green waste collection guidelines
- 2566 ♦ On call cleanup guidelines
- 2567 ♦ Recycle cleanups
- 2568 ♦ Set out of oil and oil filters
- 2569 ♦ Spacing between carts
- 2570 ♦ Recycling Drop Off Center
- 2571 ♦ Hazardous waste guidelines
- 2572 ♦ How to Reach Us
- 2573 ♦ Payment Options
- 2574 ♦ Service Questions
- 2575 ♦ Vacation policy
- 2576 ♦ Holidays
- 2577 ♦ Holiday Tree Collection Program as described on page 10.
- 2578 ♦ Website
- 2579 ♦ Customer Complaint Resolution Process
- 2580 ♦ Electronic Waste Recycling

2581
2582
2583 Program Expansion Outreach- An implementation plan will be submitted to the City for approval
2584 30 days after contract approval. The implementation plan will include, but is not limited to:
2585 start date of new services; types of outreach methods to be used (brochures, workshops,
2586 meetings, personal contact, etc. stickers; press releases and newspaper ads). The City will
2587 approve all educational material within a reasonable time period that enables implementation
2588 deadlines to be met.

2589
2590 **IX. City Services**
2591 City facilities will be provided service free of charge as specified in Section 4.04 and 415. of the
2592 Collection Agreement.

2593
2594 **X. Outreach to Schools**
2595 Contractor has a separate Agreement with Antioch Unified School District. Contractor will
2596 include all solid waste and recycle tons in their quarterly recycle reports to the City.

2597
2598 **XI. Scope of Services**
2599 Nothing contained herein is intended to modify the definitions of Solid waste or the scope of
2600 exempt waste as set forth in this Agreement or City ordinances, including but not limited to
2601 Chapter 3 of Title 6 of the Antioch Municipal Code. The City's ordinances, the Agreement and
2602 this Exhibit A shall be interpreted in a manner so as to harmonize any inconsistencies.

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Exhibit B**Schedule of Maximum Rates that Contractor can Impose****Maximum Residential Rates**

20 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$20.99
32 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$24.65
64 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$39.80
96 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$46.75

Maximum Green Waste Exempt Rate

20 gal garbage cart, 64 gal recycle cart	\$16.67
32 gal garbage cart, 64 gal recycle cart	\$20.33
64 gal garbage cart, 64 gal recycle cart	\$35.48
96 gal garbage cart, 64 gal recycle cart	\$42.43

Maximum Senior Rates (must apply with City)

20 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$13.60
32 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$ 14.80
64 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$23.65
96 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$ 27.77

Maximum Green Waste Exempt Senior Rates

20 gal garbage cart, 64 gal recycle cart	\$11.01
32 gal garbage cart, 64 gal recycle cart	\$12.21
64 gal garbage cart, 64 gal recycle cart	\$21.06
96 gal garbage cart, 64 gal recycle cart	\$25.18

Maximum Additional Rates:

Second recycle cart	64Gal- \$5.21
Senior second recycle cart	64 Gal – \$4.44
Second green waste cart	96 Gal \$4.32
Senior second green waste cart	96 Gal \$2.59

Extra on call recycling/cardboard cleanup – on service day only 30.00

Extra on call recycling/green waste cleanup - on service day only 30.00

Maximum Special Pickup Rates

Minimum charge on service day	\$25.00
Minimum charge nonservice day	\$40.00
Extra bag	\$2.50 each – place at curb
Extra can	\$6.00 each – place at curb

Maximum Handy Hauler Bins Rates

4 yard	139.53
5 yard	161.00
6 yard	203.93

Bulky Item Maximum Price List

2655		
2656		
2657	twin mattress	\$40.00
2658	twin box spring	\$40.00
2659	double mattress	\$40.00
2660	double box spring	\$40.00
2661	queen mattress	\$40.00
2662	queen box spring	\$40.00
2663	king mattress	\$40.00
2664	king box spring	\$40.00
2665	Stove	\$40.00
2666	Dryer	\$40.00
2667	Washer	\$40.00
2668	Dishwasher	\$40.00
2669	hot water heater	\$40.00
2670	couch/sofa	\$40.00
2671	hide a bed	\$40.00
2672	refrigerator (pick up and Freon removal)	\$100.00
2673	Freezer (pick up and Freon removal)	\$100.00
2674	air conditioner (pick up and Freon removal)	\$100.00
2675	swamp cooler	\$40.00
2676	tires (less than 19")	\$6.00
2677	tires with rim (less than 19")	\$8.00
2678	tires (larger than 19")	\$9.00
2679	tires with rim (larger than 19")	\$14.00
2680	TV (32" or smaller)	\$25.00
2681	TV (32" or larger)	\$40.00
2682	Computer monitors	\$25.00
	Ewaste (3 pieces)	\$5.00
	Extra 32 Gal bag	\$2.50

Exhibit C

Commercial & Multi-Family Maximum Garbage Rates

1 Yd	1 x per week	142.62	5 Yd	1 x per week	528.78
	2 x per week	285.23		2 x per week	1057.64
	3 x per week	427.85		3 x per week	1586.50
	4 x per week	570.48		4 x per week	2115.28
	5 x per week	713.09		5 x per week	2644.14
	Special	49.67		Special	157.29
2 Yd	1 x per week	219.57	6Yd	1 x per week	627.45
	2 x per week	439.19		2 x per week	1254.88
	3 x per week	658.79		3 x per week	1882.23
	4 x per week	878.39		4 x per week	2509.67
	5 x per week	1097.99		5 x per week	3137.12
	Special	74.20		Special	182.10
3Yd	1 x per week	330.36	8Yd	1 x per week	824.82
	2 x per week	640.89		2 x per week	1649.27
	3 x per week	961.30		3 x per week	2473.84
	4 x per week	1281.73		4 x per week	3298.43
	5 x per week	1481.88		5 x per week	4123.03
	Special	99.33		Special	248.32
4Yd	1 x per week	427.24			
	2 x per week	854.49			
	3 x per week	1281.73	32 Gal cart 1x/wk	23.20	
	4 x per week	1708.96	64 Gal cart 1x/wk	41.36	
	5 x per week	2136.20	96 gal cart 1x/wk	59.17	
	Special	132.43			

Debris Box:	2687
Compact Rate	362.09
Min. Monthly	488.37
Concrete	212.16
Reg. Rate	479.67
Excess ton	88.33

2701
2702

Commercial & Multi-Family Maximum Recycle Rates

1 Yd	1 x per week	99.835 Yd	1 x per week	370.15
	2 x per week	199.67	2 x per week	740.35
	3 x per week	299.50	3 x per week	1110.55
	4 x per week	399.34	4 x per week	1480.70
	5 x per week	499.16	5 x per week	1850.90
	Special	34.77	Special	110.10
2 Yd	1 x per week	153.706Yd	1 x per week	439.22
	2 x per week	307.44	2 x per week	878.42
	3 x per week	461.15	3 x per week	1317.56
	4 x per week	614.87	4 x per week	1756.77
	5 x per week	768.59	5 x per week	2195.98
	Special	51.94	Special	127.47
3Yd	1 x per week	231.258Yd	1 x per week	577.21
	2 x per week	448.62	2 x per week	1154.48
	3 x per week	672.91	3 x per week	1731.68
	4 x per week	897.21	4 x per week	2308.90
	5 x per week	1037.32	5 x per week	2886.12
	Special	69.53	Special	173.82
4Yd	1 x per week	299.07		
	2 x per week	598.14		
	3 x per week	897.21		
	4 x per week	1196.28		
	5 x per week	1495.34		
	Special	92.70		

2703 96 gal cart green waste 4.33

2704

2705 32 gal cart recycle 16.23

2706 94 gal cart recycle 28.95

2707 96 gal cart recycle 41.42

2708

Exhibit D**City Facilities and Special Collection Services**

City Facilities shall include but not be limited to the following:

City		Facility		Current Service Level
ANTIOCH				
0033696-132	G	Antioch Youth Sports Complex	G	21 95 gal 1x wk
		1030 Apollo Court	R	15 95 gal on call
0033696-135	G	East Co. Day Care	G	1 2yd 1x wk
0033696-117	G	931 Cavallo Rd.	G	1 4yd 2x wk
0033696-129	G	Lynn House	G	1 95 gal 1x wk
		809 First St.		
0020636-107	G	Fulton Shipyard	R	2 95 gal 1x wk
0020636-109	R		R	1 20yd on call
0020636-101	R		R	4 20 yd on call
0020636-103	R		R	5 20 yd on call gw
0029496-100	G	Park Maintenance Dept.	G	1 32 gal 1x wk
		3060 Gentrytown Dr.		
0033696-105	G	Lone Tree Golf Course	G	1 6yd 2x wk
			G	1 6yd 1x wk
			R	15 95 gal 1x wk
			R	3 14 gal bins on call
			R	1 2yd 1x wk
0033696-100	G	City Hall	G	4 95 gal 2x wk
0033696-119	R	212 H Street	R	10 95 gal 1x wk
0033696-148	R		R	8 95 gal 1x wk
			R	1 8yd 3x wk
0033696-126	G	Community Park	G	1 8yd 2x wk
		801 James Donlon	R	1 2yd 1x wk
0033696-124	G	Police Station	G	1 4yd 5x wk
		300 L Street	R	3 95 gal 1x wk
0033696-137	G	Prewett Water Park	G	1 95 gal 1x wk
		4701 Lone Tree Way	G	4 3yd 3x wk
			R	1 95 gal 1x wk
0033696-103	G	Chichibu Park	G	6 32 gal 1x wk
		Longview Road		
0033696-123	G	Antioch Marina	G	2 4yd 2x wk
0033696-138	R	5 Marina Plaza	R	4 95 gal 1x wk
0033696-107	G	Corp Yard	G	3 2yd 1x wk
0033696-120	R	N Street	G	1 8yd 1x wk
			R	4 95 gal 1x wk
			R	1 4yd 1x wk
0033696-106	G	Water Treatment Plant	G	1 4yd 1x wk
		401 Putnam Street	R	2 64 gal 1x wk
0033696-118	G	275#A Tregallas Road	G	1 32 gal 1x wk
0014126-100	G	Antioch Little League	G	2 6yd 1x wk
0014126-101	R	10th Street	R	12 95 gal 1x wk
0033696-128	G	Delta 2000	G	1 3yd 1x wk

		301 10th Street	R	1 64 gal 1x wk
0033696-122	G	200#A 18th Street	G	1 32 gal 1x wk
0033696-125	G	Antioch Sr. Center	G	1 6 yd 2x wk
		415 2nd St.	R	2 95 gal 1x wk
0033696-104	G	6th Street	G	2 32 gal 1x wk
0033696-139	R	Delta Diablo HW	R	2 64 gal 1x wk

G - trash

R - recycling

2714

2715 Minimum Three Special events and monthly litter pickup events, which currently

2716 include:

2717 Coastal Clean Up

2718 Keep Antioch Beautiful clean up

2719 Monthly Neighborhood Litter Picks

2720

2721

2722

2723

Exhibit E

Service Specifications:

Right of Way Cleaning Areas

2724
2725
2726
2727
2728
2729
2730 Lone Tree Way - Hwy 4 to Empire
2731
2732 Hillcrest Ave. - Hwy 4 to Lone Tree Way
2733
2734 Deer Valley Rd. - Hwy 4 to Lone Tree Way
2735
2736 James Donalon Blvd. - Lone Tree Way to Somersville
2737
2738 Contra Loma Blvd. - Hwy 4 to James Donalon
2739
2740 Dallas Ranch Rd. - Lone Tree Way to the end of the road
2741
2742 Davison Dr. – Lone Tree Way to Hillcrest Ave.
2743
2744 Country Hills Dr. – Truskmore Way to Lone Tree Way
2745
2746 Sagebrush Way – Lone Tree Way to Prewett Ranch Rd.
2747
2748 East 18th St. – Hillcrest Ave. east to #1860 18th St.
2749
2750 Oakley Rd. – Willow Ave. to City Limits
2751
2752 Mokelumne Dr – Mark Twain Dr to Prewett Ranch Dr
2753
2754 Golf Course Rd – Lone Tree way to Mesa Ridge Dr
2755 **Other right of way areas to be added.**

SB 1383 Compliance Process



California Department of Resources Recycling and Recovery

CalRecycle

CalRecycle Compliance Assistance

California's effort to reduce super pollutants builds on the state's shared commitment to reduce greenhouse gas emissions, improve human health, and create clean jobs that support resilient local economies. Implementing a state-wide plan (SB 1383, Lara, Chapter 395, Statutes of 2016) to reduce short-lived climate pollutants, harmful super pollutants with significant warming impacts, is essential to achieving California's climate goals.

CalRecycle will provide compliance assistance to jurisdictions, including:

- Implementation Checklists
- Training and Guidance
- Model Implementation Tools (Model: Franchise Agreement, Edible Food Recovery Agreement, Enforcement Ordinance, Procurement Policy)

CalRecycle Enforcement Discretion

The SB 1383 enforcement structure allows CalRecycle to focus on compliance assistance first and dedicate enforcement efforts to serious offenders. The regulations allow for flexibility and deadline extensions in some instances when there are extenuating circumstances causing compliance issues despite a jurisdiction's substantial efforts, such as the COVID-19 pandemic and natural disasters.

The enforcement process is an escalating process, and the timelines are not triggered until a Notice of Violation (NOV) is issued.

- CalRecycle has discretion to address compliance issues with a jurisdiction through compliance evaluations prior to moving to enforcement proceedings.
- CalRecycle will consider the totality of circumstances surrounding a jurisdiction's compliance prior to issuing NOVs.
- CalRecycle has discretion to issue NOVs and, depending on circumstances, not seek penalties.

If CalRecycle takes enforcement action, it can consider **extenuating circumstances** as well as **substantial efforts** made by a jurisdiction and place the entity on a Corrective Action Plan (CAP). CalRecycle has enforcement discretion to allow for a longer timeline for compliance.

The regulations allow for extended compliance timelines (under certain circumstances), giving jurisdictions additional flexibility to come into compliance before penalties are issued.

SB 1383 Enforcement Process Timeline



Notice of Violation (NOV) - If CalRecycle determines a jurisdiction is violating one or more requirements and decides to take enforcement action, it must issue an NOV.

- A jurisdiction will have **90 days** to correct the violation.
- That timeframe can be extended an **additional 90 days** to a **total of 180 days** if CalRecycle finds that additional time is necessary.

Corrective Action Plan (CAP) - For violations due to barriers outside a jurisdiction's control (**extenuating circumstances**) and when a **substantial effort** is made towards compliance:

- Jurisdictions can be placed on a Corrective Action Plan, extended compliance timelines.

Extenuating circumstances are:

- Acts of God such as earthquakes, wildfires, flooding, and other emergencies (such as pandemics) or natural disasters.
- Delays in obtaining discretionary permits or other government agency approvals.
- An organic waste recycling infrastructure capacity deficiency requiring more than 180 days to cure.

Substantial effort is where a jurisdiction has done everything within its authority and ability to comply. **Substantial effort does not include** circumstances where a decision-making body of a jurisdiction has not taken the necessary steps to comply with the chapter, including, but not limited to:

- Failure to provide adequate staff resources to meet its obligations, or
- Failure to provide sufficient funding to meet its obligations, or
- Failure to adopt the ordinance(s) or similarly enforceable mechanisms.

If a jurisdiction does not demonstrate that they have made a **substantial effort**, they would not be eligible for the extended compliance deadlines. However, CalRecycle will consider the totality of circumstances surrounding a jurisdiction's compliance prior to issuing NOV's.

Penalties are imposed after all other compliance actions have failed.

- If a jurisdiction does not meet NOV or CAP deadlines, CalRecycle has another opportunity to exercise enforcement discretion by determining when to commence an action to impose administrative civil penalties.

- When CalRecycle commences an action to impose administrative civil penalties, it shall serve an accusation and hold a hearing—if requested by the respondent (roughly, a 180-day process).

AB 939’s Good Faith Effort vs. SB 1383’s Compliance Determination

AB 939 established a specified waste diversion target for each jurisdiction.

- A **Good Faith Effort** determination relies upon a suite of indicators to determine if a jurisdiction is actively trying to implement programs and achieve its targets.

SB 1383 establishes a statewide target and prohibits a target for each jurisdiction.

- SB 1383 requires a more prescriptive approach and state minimum standards.
- Jurisdictions must demonstrate compliance with each prescriptive standard.
- Legislators amended SB 1383 to remove the requirement that CalRecycle use the AB 939 **Good Faith Effort** requirement for its enforcement for SB 1383.
- The 75 percent organic waste diversion target in 2025 will not be reachable with the longer compliance process under the **Good Faith Effort** standard.

Senate Bill 619 - Notification of Intent to Comply (NOIC)

SB 619 authorizes a jurisdiction facing continuing violations that commence during the 2022 calendar year to submit a NOIC and a resolution to CalRecycle no later than March 1, 2022.

SB 619 authorizes CalRecycle to issue a CAP for any jurisdiction with an approved NOIC even if the jurisdiction has not provided sufficient funding, provided adequate staff, or adopted an enforcement ordinance.

Upon an approved notification, a jurisdiction may be eligible for both of the following:

1. Administrative civil penalty relief for the 2022 calendar year pursuant to 14 CCR section 42652.5(d).
2. A corrective action plan pursuant to 14 CCR section 18996.2.

Administrative Civil Penalty Relief – CalRecycle will waive administrative civil penalties for the 2022 calendar year for violation(s) disclosed in a jurisdiction’s approved NOIC, if the jurisdiction implements the proposed action(s) to remedy the violation(s) in accordance with the schedule in the NOIC.

Additionally, for violations commencing during the 2022 calendar year and continuing into the 2023 calendar year, administrative civil penalties will begin accruing starting January 1, 2023, but, if CalRecycle exercises its discretion to put a jurisdiction on a CAP, any penalties may be waived upon a determination of full compliance with the terms of the CAP (see 14 CCR section 18996.2).

- **In the SB 1383 enforcement process, penalties may begin accruing for violations occurring in 2022.**

If a jurisdiction fails to adhere to the proposed action(s) and schedule in the NOIC, CalRecycle may revoke its approval of the NOIC and impose administrative civil

penalties for violations occurring during the 2022 calendar year retroactive to the date of violation(s).

Eligibility for a CAP through the NOIC Process – For violations identified in the NOIC, CalRecycle may address any violations disclosed through a CAP that will take more than 180 days to correct.

- **A jurisdiction is not required to demonstrate a substantial effort to be eligible for a CAP through the NOIC process. This differs from the SB 1383 enforcement process outlined on page 3.**

For instructions on how to submit and what the NOIC should include, visit <https://www.calrecycle.ca.gov/organics/slcp/enforcement/noic>.

ATTACHMENT D

AB 1594

ADC to Compost		Description
Residential Organics and Recycling		
Labor		
Yardwaste Driver	\$ 193,862.24	Recycling Driver
Equipment		
Collection Vehicles Operating	\$ 89,334.12	Additional Maintenance Expense
Collection Vehicles (Capital)	\$ 35,400.00	1 CNG Vehicle with 10 year Depreciatiable Life
Processing		
Organic Material Processing	\$ 1,043,414.58	
Other		
Other	\$ 36,489.55	
Republic Compensation		
Profit on New Cost	\$ 57,804.68	
Total	\$ 1,456,305.17	

Additional Drivers Organic	
Additional Drivers	1.00
Base Hourly Rate	\$ 37.00 Contracted Rate - See Labor Contract page 6
Overtime Hourly Rate	\$ 55.50
Average Weekly Hours Per Route	50.0 Division Average
Average Weekly Salary	\$ 2,035.00
Annual Salary	\$ 105,820.00
Taxes & Benefit %	83.2%
Total Salary	\$ 193,862.24

Collection Vehicles (Operating)	
Additional Vehicles	1.00
Average Fuel Cost/Hour	\$ 7.87
Yard Time per day	1.00
Additional Op Hrs./Wk. (Excl. Yard time)	49.00
Additional Cost/Week	\$ 385.63
Additional Cost/Year	\$ 20,052.76
Annual Tag & Lic	\$ 6,040.00
Average Maintenance Cost/Hour	\$ 24.82 Division Average for Maintenance cost per hour
Additional Op Hrs./Wk. (Excl. Yard Time)	49.00
Additional Cost/Week	\$ 1,216.18
Additional Cost/Year	\$ 63,241.36
Total (D1+D2+D3)	\$ 89,334.12

Collection Vehicles (Capital)	
Additional Vehicles	1.00
Vehicle Cost	\$ 354,000.00 See two attached Sample Invoices which sum to \$393,571

Total Vehicle Cost \$ 354,000.00

Rem Life 10

Total Annual Cost \$ 35,400.00

Organic Processing

Ant Resi Organic Material Processed (Tons) 11,786.00

Current Cost/Ton \$ 36.47

Sub Total \$ 429,835.42

Future Resi Organic Material Processed (Tons) 11,786.00

Includes Processing Fees and Transportation
From Antioch > Martinez Transfer Station > West
County

Future Cost/Ton \$ 125.00

Sub Total \$ 1,473,250.00

Total \$ 1,043,414.58

Other

Franchise Fee 12% Franchise Fee

Bad Debt \$ 36,489.55 Antioch Bad Debt is 2.17% of Revenue

Total \$ 36,489.55

Base Revenue	\$	14,920,929.00
New Costs	\$	1,456,305.17
Proposed Rate Increase		9.8%
	\$	16,377,234.17
	\$	1,456,305.17

	Resi w/SB1383	Resi
Residential Organics		
Labor		
Additional Driver	\$ 794,835.18	\$ 794,835.18
Equipment		
Collection Vehicles Operating	\$ 366,269.89	\$ 366,269.89
Collection Vehicles (Capital)	\$ 145,140.00	\$ 145,140.00
Containers	\$ 50,000.00	\$ 50,000.00
Processing		
Organic Material Processing	\$ 1,190,789.58	\$ 1,190,789.58
Migration		
Residential	\$ 671,928.26	\$ 671,928.26
SB 1383		
New Staff (Recycling Coordinator and Route Auditor)	\$ 101,421.72	\$ -
SB 1383 Other	\$ 10,000.00	\$ -
Other		
Other	\$ 85,507.17	\$ 82,141.14
Start Up Cost		
Start Up Cost	\$ -	\$ -
Republic Compensation		
Profit on New Cost	\$ 252,842.27	\$ 234,155.90
Total	\$ 2,996,805.82	\$ 2,863,331.69

Additional Drivers Organic			
Additional Drivers	4.10		4.10
Base Hourly Rate	\$ 37.00	\$	37.00
Overtime Hourly Rate	\$ 55.50	\$	55.50
Average Weekly Hours Per Route	50.0		50.0
Average Weekly Salary	\$ 2,035.00	\$	2,035.00
Annual Salary	\$ 105,820.00	\$	105,820.00
Taxes & Benefit %	83.2%		83.2%
Total Salary	\$ 794,835.18	\$	794,835.18

Collection Vehicles (Operating)			
Additional Vehicles	4.10		4.10
Average Fuel Cost/Hour	\$ 7.87	\$	7.87
Yard Time per day	1.00		1.00
Additional Op Hrs./Wk. (Excl. Yard time)	49.00		49.00
Additional Cost/Week	\$ 385.63	\$	385.63
Additional Cost/Year	\$ 82,216.32	\$	82,216.32
Annual Tag & Lic	\$ 24,764.00	\$	24,764.00
Average Maintenance Cost/Hour	\$ 24.82	\$	24.82
Additional Op Hrs./Wk. (Excl. Yard Time)	200.90		200.90
Additional Cost/Week	\$ 4,986.34	\$	4,986.34
Additional Cost/Year	\$ 259,289.58	\$	259,289.58

Total (D1+D2+D3)	\$	366,269.89	\$	366,269.89
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Collection Vehicles (Capital)

Additional Vehicles		4.10		4.10
Vehicle Cost	\$	354,000.00	\$	354,000.00
Total Vehicle Cost	\$	1,451,400.00	\$	1,451,400.00
Rem Life		10		10
Total Annual Cost	\$	145,140.00	\$	145,140.00

Container (Capital)

Cost per Pail Delivered	\$	10.00	\$	10.00
Total Pails Delivered		15,000		15,000
Rem Life		3		3
Cost per Cart Delivered	\$	-	\$	-
Total Carts Delivered		0		0
Rem Life		3		3
Cost per Bin Delivered	\$	-	\$	-
Total Bins Delivered		50		50
Rem Life		3		3
Total	\$	50,000.00	\$	50,000.00

Organic Processing

Current Organic Material Processed (Tons)		11,786.00		11,786.00
Current Cost/Ton	\$	36.47	\$	36.47
Sub Total	\$	429,835.42	\$	429,835.42
Future Organic Material Processed (Tons)		12,965.00		12,965.00
Future Cost/Ton	\$	125.00	\$	125.00
Sub Total	\$	1,620,625.00	\$	1,620,625.00
Total	\$	1,190,789.58	\$	1,190,789.58

Migration Tonnage (Cost)

Organics Tons Migrated (MSW to Organics)		589.30		589.30
MSW Cost/Ton	\$	52.99	\$	52.99
Total MSW Avoided Cost	\$	(31,227.01)	\$	(31,227.01)

Residential Migration

Rate Increase				
20 Gallon Rate	\$	26.79	\$	26.79
32 Gallon Rate	\$	31.79	\$	31.79
64 Gallon Rate	\$	51.85	\$	51.85
96 Gallon Rate	\$	61.42	\$	61.42
20 Gallon Rate		3,025		3,025

32 Gallon Subscribers	12,828	12,828
64 Gallon Subscribers	8,227	8,227
96 Gallon Subscribers	5,305	5,305

Revenue	\$	14,894,183.40	\$	14,894,183.40
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Migration Rate	20%	20%
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20 Gallon Subscribers	5,590.60	5,590.60
32 Gallon Subscribers	11,907.80	11,907.80
64 Gallon Subscribers	7,642.60	7,642.60
96 Gallon Subscribers	4,244.00	4,244.00

Revenue	\$	14,222,255.14	\$	14,222,255.14
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Loss Revenue	\$	671,928.26	\$	671,928.26
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SB 1383 Additional Staff

Contamination Auditor (FTE Equivalent)	1.00	-
Annual Salary	\$ 60,000.00	\$ 60,000.00
Taxes and Benefits	38.00%	38.00%
Total	\$ 82,800.00	\$ -

Recycling Coordinator (FTE Equivalent)	-	-
Annual Salary	\$ 65,000.00	\$ 65,000.00
Taxes and Benefits	55.70%	55.70%
Total	\$ -	\$ -

Reporting Staff (FTE Equivalent)	0.25	-
Annual Salary	\$ 47,840.00	\$ 47,840.00
Taxes and Benefits	55.70%	55.70%
Total	\$ 18,621.72	\$ -

Total	\$	101,421.72	\$	-
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SB 1383 Other

Additional Outreach	\$	10,000.00	\$	-
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Total	\$	10,000.00	\$	-
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Other

Franchise Fee		
Bad Debt	\$ 85,507.17	\$ 82,141.14

Total	\$	85,507.17	\$	82,141.14
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Startup Cost

Bin Compliance - Colorization (refurbished)	\$ -	\$ -
Outreach Flyers	\$ -	\$ -

Total \$ - \$ -

	Resi Only w/SB1383	Resi Only
Base Revenue	\$ 14,920,929.00	\$ 14,920,929.00
New Costs	\$ 2,996,805.82	\$ 2,863,331.69
Proposed Rate Increase	20.1%	19.2%
	\$ 17,917,734.82	\$ 17,784,260.69
	\$ 2,996,805.82	\$ 2,863,331.69

	SB 1383 Assistance	No SB 1383 Assistance
	Com	Com
Commercial Organics and Recycling		
Labor		
Additional Driver	\$ 201,931.10	\$ 201,931.10
Equipment		
Collection Vehicles Operating	\$ 70,326.04	\$ 70,326.04
Collection Vehicles (Capital)	\$ 35,400.00	\$ 35,400.00
Containers	\$ 38,350.00	\$ 38,350.00
Processing		
Organic Material Processing	\$ 156,479.46	\$ 156,479.46
Migration		
Commercial	\$ 886,792.32	\$ 886,792.32
SB 1383		
New Staff (Recycling Coordinator and Route Auditor)	\$ 119,826.72	\$ -
SB 1383 Other	\$ 10,000.00	\$ -
Other		
Other	\$ 3,274.48	\$ 3,274.48
Start Up Cost		
Start Up Cost	\$ -	\$ -
Republic Compensation		
Profit on New Cost	\$ 77,994.38	\$ 56,859.80
Total	\$ 1,600,374.50	\$ 1,449,413.20

Additional Drivers Organic		
Additional Drivers	1.00	1.00
Base Hourly Rate	\$ 38.54	\$ 38.54
Overtime Hourly Rate	\$ 57.81	\$ 57.81
Average Weekly Hours Per Route	50.0	50.0
Average Weekly Salary	\$ 2,119.70	\$ 2,119.70
Annual Salary	\$ 110,224.40	\$ 110,224.40
Taxes & Benefit %	83.2%	83.2%
Total Salary	\$ 201,931.10	\$ 201,931.10

Collection Vehicles (Operating)		
Additional Vehicles	1.00	1.00
Average Fuel Cost/Hour	\$ 6.82	\$ 6.82
Yard Time per day	1.00	1.00
Additional Op Hrs./Wk. (Excl. Yard time)	49.00	49.00
Additional Cost/Week	\$ 334.18	\$ 334.18
Additional Cost/Year	\$ 17,377.36	\$ 17,377.36
Annual Tag & Lic	\$ 6,040.00	\$ 6,040.00
Average Maintenance Cost/Hour	\$ 18.41	\$ 18.41
Additional Op Hrs./Wk. (Excl. Yard Time)	49.00	49.00
Additional Cost/Week	\$ 902.09	\$ 902.09

Additional Cost/Year \$ 46,908.68 \$ 46,908.68

Total (D1+D2+D3) \$ 70,326.04 \$ 70,326.04

Collection Vehicles (Capital)

Additional Vehicles 1.00 1.00

Vehicle Cost \$ 354,000.00 \$ 354,000.00

Total Vehicle Cost \$ 354,000.00 \$ 354,000.00

Rem Life 10 10

Total Annual Cost \$ 35,400.00 \$ 35,400.00

Container (Capital)

Cost per Pail Delivered \$ - \$ -

Total Pails Delivered 0 0

Rem Life 3 3

Cost per Cart Delivered \$ 321.00 \$ 321.00

Total Carts Delivered 350 350

Rem Life 3 3

Cost per Bin Delivered \$ 45.00 \$ 45.00

Total Bins Delivered 60 60

Rem Life 3 3

Total \$ 38,350.00 \$ 38,350.00

Organic Processing

Current Organic Material Processed (Tons) 114.00 114.00

Current Cost/Ton \$ 84.61 \$ 84.61

Sub Total \$ 9,645.54 \$ 9,645.54

Future Organic Material Processed (Tons) 1,329.00 1,329.00

Future Cost/Ton \$ 125.00 \$ 125.00

Sub Total \$ 166,125.00 \$ 166,125.00

Total \$ 156,479.46 \$ 156,479.46

Migration Tonnage (Cost)

Organics Tons Migrated (MSW to Organics) 1,215.00 1,215.00

MSW Cost/Ton \$ 52.99 \$ 52.99

Total MSW Avoided Cost \$ (64,382.85) \$ (64,382.85)

Commercial Migration (Revenue)

Organics Yards Migrated (MSW to Organics) 2,109.00 2,109.00

MSW Average Rate/Yard \$ 35.04 \$ 35.04

Total Lost MSW Revenue \$ 886,792.32 \$ 886,792.32

Organics Average Rate/Yard \$ - \$ -

Total Gained Organic Revenue \$ - \$ -

Total Migration Cost (Saving) \$ 886,792.32 \$ 886,792.32

SB 1383 Additional Staff

Contamination Auditor (FTE Equivalent)	-	-
Annual Salary \$	60,000.00	\$ 60,000.00
Taxes and Benefits	55.70%	55.70%
Total \$	-	\$ -

Recycling Coordinator (FTE Equivalent)	1.00	-
Annual Salary \$	65,000.00	\$ 65,000.00
Taxes and Benefits	55.70%	55.70%
Total \$	101,205.00	\$ -

Reporting Staff (FTE Equivalent)	0.25	-
Annual Salary \$	47,840.00	\$ 47,840.00
Taxes and Benefits	55.70%	55.70%
Total \$	18,621.72	\$ -

Total \$ 119,826.72 \$ -

SB 1383 Other

Additional Outreach \$	10,000.00	\$ -
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Total \$ 10,000.00 \$ -

Other

Franchise Fee		
Bad Debt \$	3,274.48	\$ 3,274.48

Total \$ 3,274.48 \$ 3,274.48

Startup Cost

Bin Compliance - Colorization (refurbished) \$	-	\$ -
Outreach Flyers \$	-	\$ -

Total \$ - \$ -

Com/Ind w/SB1383
assistance

Com/Ind

Base Revenue	\$ 11,530,955.00	\$ 11,530,955.00
New Costs	\$ 1,600,374.50	\$ 1,449,413.20
Proposed Rate Increase	13.9%	12.6%
	\$ 13,131,329.50	\$ 12,980,368.20
	\$ 1,600,374.50	\$ 1,449,413.20

Jurisdiction	20 Gallon	32/35 Gallon	64 Gallon	96 Gallon
Antioch 2021	\$27.71	\$32.55	\$52.54	\$61.71
Antioch proposed bi weekly compost	\$30.43	\$35.74	\$57.69	\$67.76
Antioch proposed weekly compost	\$33.03	\$38.80	\$62.63	\$73.56
Antioch Proposed weekly compost and SB1383	\$33.28	\$39.09	\$63.10	\$74.11
extension to 2028	\$31.92	\$37.50	\$60.53	\$71.09

Jursidiction	20 Gallon	Jursidiction	32/35 Gallon	Jursidiction	64 Gallon	Jursidiction	96 Gallon
Pacheco (County)	\$17.53	Pacheco (County)	\$22.96	Pacheco (County)	\$34.22	Pacheco (County)	\$44.38
Walnut Creek	\$21.13	Walnut Creek	\$24.94	Rodeo (RSD)	\$35.62	Clayton	\$45.62
Alamo (RecycleSmart)	\$24.56	Alamo (RecycleSmart)	\$27.87	Pleasant Hill	\$39.41	Rodeo (RSD)	\$48.98
Pleasant Hill	\$25.35	Clayton	\$28.51	Brentwood	\$39.81	Brentwood	\$52.46
Martinez	\$25.52	Brentwood	\$28.90	Clayton	\$41.81	Discovery Bay (County)	\$54.44
Clayton	\$26.90	Pleasant Hill	\$29.17	Martinez	\$42.08	Concord	\$58.26
San Pablo	\$27.44	Rodeo (RSD)	\$29.20	Discovery Bay (County)	\$45.76	Pleasant Hill	\$58.61
Antioch 2021	\$27.71	Danville (RecycleSmart)	\$31.15	Mt. View (MVSD)	\$46.77	Pittsburg	\$59.49
Rodeo (RSD)	\$27.95	Antioch 2021	\$32.55	Walnut Creek	\$47.10	Oakley	\$60.66
Danville (RecycleSmart)	\$28.10	San Pablo	\$33.59	Concord	\$47.51	Antioch 2021	\$61.71
Crockett (County)	\$29.80	Concord	\$35.14	Antioch 2021	\$52.54	Antioch proposed bi weekly compost	\$67.76
Antioch proposed bi weekly compost	\$30.43	Crockett (County)	\$35.33	Danville (RecycleSmart)	\$52.98	Walnut Creek	\$70.34
El Sobrante (County)	\$30.90	Antioch proposed bi weekly compost	\$35.74	Pittsburg	\$53.03	Extension 2028	\$71.09
Median	\$31.01	Martinez	\$36.55	Alamo (RecycleSmart)	\$53.08	Antioch proposed weekly compost	\$73.56
Mean	\$31.02	Mean	\$36.65	Median	\$53.28	Antioch Proposed weekly compost and SB1383	\$74.11
Pinole	\$31.11	Pinole	\$37.21	Oakley	\$53.47	Crockett (County)	\$75.27
Mt. View (MVSD)	\$31.38	Median	\$37.25	Antioch proposed bi weekly compost	\$57.69	Mt. View (MVSD)	\$77.49
Discovery Bay (County)	\$31.62	Lafayette (RecycleSmart)	\$37.29	Extension 2028	\$60.53	Median	\$77.49
Extension to 2028	\$31.92	Lafayette (RecycleSmart)	\$37.50	Mean	\$61.00	Danville (RecycleSmart)	\$78.65
Lafayette (RecycleSmart)	\$32.63	El Sobrante (County)	\$38.23	Crockett (County)	\$61.95	Alamo (RecycleSmart)	\$79.64
Antioch proposed weekly compost	\$33.03	Oakley	\$38.24	Antioch proposed weekly compost	\$62.63	Mean	\$82.70
Antioch Proposed weekly compost and SB1383	\$33.28	Moraga (RecycleSmart)	\$38.50	Antioch Proposed weekly compost and SB1383	\$63.10	Martinez	\$85.62
Moraga (RecycleSmart)	\$33.34	compost	\$38.80	San Pablo	\$65.11	Pinole	\$96.29
San Ramon	\$33.65	Antioch Proposed weekly compost and SB1383	\$39.09	Pinole	\$66.28	San Pablo	\$97.59
Richmond	\$33.97	Discovery Bay (County)	\$39.45	Lafayette (RecycleSmart)	\$70.35	Hercules	\$102.43
Hercules	\$34.11	Hercules	\$40.15	Hercules	\$70.83	Lafayette (RecycleSmart)	\$105.52
Kensington (KCSD)	\$43.61	Mt. View (MVSD)	\$40.59	San Ramon	\$71.69	El Sobrante (County)	\$108.96
Orinda (RecycleSmart)	\$44.67	Richmond	\$41.18	El Sobrante (County)	\$73.12	San Ramon	\$114.18
El Cerrito	\$45.60	San Ramon	\$41.56	Moraga (RecycleSmart)	\$77.00	Moraga (RecycleSmart)	\$115.48
Brentwood	N/A	Pittsburg	\$43.38	Richmond	\$77.97	Richmond	\$115.80
Concord	N/A	Kensington (KCSD)	\$47.61	Kensington (KCSD)	\$95.17	Kensington (KCSD)	\$142.79
Oakley	N/A	Orinda (RecycleSmart)	\$51.05	Orinda (RecycleSmart)	\$95.77	Orinda (RecycleSmart)	\$143.76
Pittsburg	N/A	El Cerrito	\$59.77	El Cerrito	\$118.70	El Cerrito	N/A

Unincorporated Franchising
 Agencies: KCSD = Kensington
 Community Services District /
 MVSD = Mt. View Sanitary District /
 RSD = Rodeo Sanitary District



December 16, 2021

ATTACHMENT E

441 North Buchanan Circle Pacheco, CA 94553
o 925.685.4711 f 925.685.4735 republicservices.com

Ms. Julie Haas-Wajdowicz
Environmental Resource Coordinator
200 H Street
Antioch, CA 94509

Subject: SB 1383 Contract Proposal

Dear Julie:

Republic Services has prepared the below response to the City of Antioch's request for change in services, specifically for shifting from processing residential yard waste as ADC to composting the material. In addition to the proposal for the shift from ADC to compost, Republic Services has prepared a proposal for a franchise agreement amendment to assist the City of Antioch with full SB 1383 compliance. Both proposals are summarized below.

Green Waste Processed as Compost Proposal

- Compost green waste at an SB 1383 compliant facility
- Deliver material to Contra Costa Transfer Station (CCTS) for transfer and transportation to Republic's West Contra Costa County organic facility
- Add one residential green waste route to account for the additional route time to CCTS

Shifting from processing green waste as ADC to composting green waste will require delivering all material to CCTS and transferring and transporting the green waste material to Republic's West Contra Costa organic facility. Delivering the material to CCTS, instead of Keller Canyon, where Republic currently sends green waste, will require one additional route to account for additional route time. In addition, to accommodate the City's green waste material at our organic processing facility, Republic will expand our current facility operations.

To cover the additional cost of processing green waste as compost, including the extra route time, transferring, and transporting the organic material, expanding our facility, and the overall increase in composting processing cost will require a further 6.38% rate increase. The ADC to compost rate adjustment does not include Republic's annual rate increase. Republic Services is proposing a rate increase and change in processing to occur on July 1, 2022.

SB 1383 Compliant Proposal

Republic Services request the City entertain an alternative franchise agreement amendment where Republic Services will assist the City in achieving full SB 1383 compliance. As you know, the SB 1383 implementation is required in 2022, and the City may face a compliance order and penalties from CalRecycle if new programs are not implemented. Republic Services proposed amendment would include:

- Move from bi-weekly residential green waste collection to weekly organic collection
- Allow residents to place food waste in green carts
- Process all residential organic material as compost
- Expanding commercial and multi-family organics recycling programs
- Develop contamination minimization programs
- Increase reporting function
- Increased education and outreach

To assist the City in achieving compliance with SB 1383 and to establish a sustainable organic recovery program, Republic is proposing the following changes (a more detailed description is provided below):

- Adding one commercial organic route
- Adding over four residential organic routes to accommodate weekly collection
- Processing residential organic material as compost (commercial green waste will also be composted)
- Purchasing and distributing 885 residential organic carts to accounts currently exempt from yard waste collection
- Purchasing and distributing over 365 commercial organic bins and carts to service new and expanding commercial organic customers
- Purchasing and distributing over 29,000 kitchen pails to residential customers to encourage the use of the new organic program
- Re-coloring all existing commercial bins to SB 1383 compliant colors by December 31, 2023
- Bundling commercial organic pricing with MSW (commercial customers would receive organic collection at no additional cost above the below rate adjustment)
- Hiring one additional Recycling Coordinator to conduct commercial site visits and route reviews, process waiver requests, assist with expanded education and outreach program
- Additional compost giveaways to assist the City in achieving their procurement goals
- Adding one residential contamination auditor
- Increasing education and outreach budget
- Using a cloud-based customer tracking software (i.e., Recyclist) for tracking and reporting residential contamination audits (route audits)

SB 1383 compliance will require significant investment and a significant increase in services. Republic Services proposes an 11.9% rate increase across all lines of business and the following adjustments to the contract:

- 3.5 year extension through December 31, 2028
- An annual rate adjustment methodology equal to 100% of the 12-month average for Water Sewer Trash (Series ID: CUUR0000SEHG)
- Modification of the contamination procedures

- Incorporate changes listed below in the SB 1383 compliance and program overview
- Republic will work with the City on the timing of the new program implementation
- The proposal does not include new residential carts; however, Republic will comply with SB 1383 container color requirements through appropriate lid colors and labeling after depleting our current residential container inventory.

For simplicity, Republic Services' SB 1383 Program proposal includes a flat rate increase across all lines of business. However, Republic suggests working with the City to develop a specific rate adjustment for residential, commercial, and industrial customers that reflect their relative change in service levels.

In response to the City's request for change in services and per Section 4.02 of the franchise agreement, please find the attached supporting documentation for our proposal for processing green waste as compost.

Republic Services values our partnership with the City of Antioch, and we look forward to discussing this matter further. Please do not hesitate to contact me with any questions or concerns.

Thank you,



TONY MANCINI
General Manager

SB1383 Compliance and Program Overview

Requirement 1: Collection

ADC to Compost

- Move from processing residential green waste as ADC to processing residential organic as compost

Shift from Bi-Weekly to Weekly Organic Collection

- Additional 4.1 residential organic route collection to allow for weekly collection
- Purchase and distribute kitchen pails to all residential customers

Expanded Commercial Organic Collection

- Additional 1.0 route to cover the additional business and multi-family complexes requiring organic collection
- Over 365 additional commercial bins and carts to support business and multi-family complexes requiring organic collection

Commercial Container Color Compliance

- To meet SB 1383 commercial container color requirement, Republic will refresh all commercial containers in 2022 and 2023

Requirement 2: Monitoring

Residential Container Contamination Minimization

- Republic Services will employ a full-time compliance auditor to conduct regular container audits
- Republic will document contamination with pictures and will notify the customer of contamination through a cart tag
- Republic may, at its discretion, collect the contaminated container as recyclable material, organic material, or tag for solid waste collection
- The customer will be immediately charged a contamination fee
- The customer will receive, upon request of the customer or the City, one courtesy waiver of the contamination fee

Commercial Container Contamination Minimization

- Republic Services will add an additional full-time Recycling Coordinator; as part of the regular job duties, they will conduct commercial container audits
- Republic will follow the same residential contamination protocols listed above

Compliance Inspection

- Conduct an annual compliance review and determine compliance for all customers

- Republic will combine our contamination minimization program with our annual route review and conduct a desktop audit to determine customer compliance

Requirement 3: Enforcement & Reporting

Waivers Granted by Jurisdiction

- Through commercial route audits and site visits, Republic Services can act as the Jurisdiction's eyes and ears by capturing data and waiver requests
- Upon receiving a request, Republic Services will validate the request and forward the waiver request to the Jurisdiction for final approval or denial

Investigation of Complaints of Alleged Violations

- Recycling Coordinators to investigate complaints of alleged violations
- Republic will provide the City with a summary of our findings and recommended next steps

Reporting

- Enhanced annual report to include:
 - Copies of all education and outreach material
 - The date and to whom the information was disseminated
- Container Contamination Minimization/Route Reviews
 - Documentation of Route Reviews
 - Copies of notices and actions taken against generators with prohibited container combinations
 - Documentation of the number of containers disposed of due to observation of prohibited container contaminations

Requirement 4: Education & Outreach

- Implement enhanced public education and outreach programs, including information on:
 - Properly separating materials in appropriate containers
 - Organic waste generation prevention
 - On-site composting
 - Community composting
 - Methane reduction benefits
 - Public health and safety and environmental impact associated with the landfill disposal of organic waste
 - Food recovery
- Provide educational material to all residential accounts that are not in compliance with SB 1383

ATTACHMENT F

Proposed Organics Rates for Collection Services with Republic Services as required by SB 1383

SB1383- Short Lived Climate Pollutants

Senate Bill 1383 (Lara, 2016) addresses keeping organic waste out of landfills, where it generates methane gas, a short lived, but potent greenhouse gas. The legislation is multi-faceted and includes:

- Organics collection program development (what we are discussing tonight)
- Edible food recovery (in progress)
- Standardize cart colors for garbage, recycling, and organics (in progress/not due until 2036)
- Standardized labeling for containers (in progress/next franchise agreement)
- Route audits and desk review of service levels (up for discussion tonight or in next franchise agreement)
- Enforcement of mandatory participation (coming soon)
- Procurement of organics derived products (compost, renewable natural gas, paper, etc.)- (in progress, next franchise agreement)

AMC Updates refresher

Significant changes to the AMC included:

- ✓ Requiring subscription to the 3-sort (trash, organics and recyclable materials) program provided by Republic Services for ALL generators (residential, commercial and industrial)
- ✓ Require all generators to correctly use the 3-sort program and not put items that can be placed in the Recycling and Organics containers into the Trash containers
- ✓ Require all property owners to education employees and tenants on the program at time of move in/hire AND annually
- ✓ Employers will require employees to place materials in the correct containers.
- ✓ Require Food Recovery agreements/programs for qualified generator

Rate Options

	Residential % increase	Commercial % increase
1. Antioch proposed bi weekly compost - basic conversion of existing green waste carts to Organics and diversion to a composting facility	9.8	12.6
2. Antioch proposed weekly compost, same as above, but with increased frequency of service of green cart	19.2	12.6
3. Antioch Proposed weekly compost and SB1383 assistance	20.1	13.9
4. Extension 2028 with weekly Residential compost collection and SB1383 assistance (*Includes a 10% franchise fee for Residential and 12% for Commercial)	15.2*	7.7*

Potential Residential Rate

	20 Gallon	32/35 Gallon	64 Gallon	96 Gallon
2021 (current)	\$27.71	\$32.55	\$52.54	\$61.71
biweekly compost	\$30.43	\$35.74	\$57.69	\$67.76
weekly compost	\$33.03	\$38.80	\$62.63	\$73.56
weekly compost and SB1383	\$33.28	\$39.09	\$63.10	\$74.11
extension to 2028	\$31.92	\$37.50	\$60.53	\$71.09

Residential rates countywide

Jurisdiction	20 Gallon	Jurisdiction	32/35 Gallon	Jurisdiction	64 Gallon	Jurisdiction	96 Gallon
Pacheco (County)	\$17.53	Pacheco (County)	\$22.96	Pacheco (County)	\$34.22	Pacheco (County)	\$44.38
Walnut Creek	\$21.13	Walnut Creek	\$24.94	Rodeo (RSD)	\$35.62	Clayton	\$45.62
Alamo (RecycleSmart)	\$24.56	Alamo (RecycleSmart)	\$27.87	Pleasant Hill	\$39.41	Rodeo (RSD)	\$48.98
Pleasant Hill	\$25.35	Clayton	\$28.51	Brentwood	\$39.81	Brentwood	\$52.46
Martinez	\$25.52	Brentwood	\$28.90	Clayton	\$41.81	Discovery Bay (County)	\$54.44
Clayton	\$26.90	Pleasant Hill	\$29.17	Martinez	\$42.08	Concord	\$58.26
San Pablo	\$27.44	Rodeo (RSD)	\$29.20	Discovery Bay (County)	\$45.76	Pleasant Hill	\$58.61
Antioch 2021	\$27.71	Danville (RecycleSmart)	\$31.15	MT View (MVSD)	\$46.77	Pittsburg	\$59.49
Rodeo (RSD)	\$27.95	Antioch 2021	\$32.55	Walnut Creek	\$47.10	Oakley	\$60.66
Danville (RecycleSmart)	\$28.10	San Pablo	\$33.59	Concord	\$47.51	Antioch 2021	\$61.71
					Antioch proposed bi weekly compost		
Crockett (County)	\$29.80	Concord	\$35.14	Antioch 2021	\$52.54	Antioch proposed bi weekly compost	\$67.76
Antioch proposed bi weekly compost	\$30.43	Crockett (County)	\$35.33	Danville (RecycleSmart)	\$52.98	Walnut Creek	\$70.34
El Sobrante (County)	\$30.90	Antioch proposed bi weekly compost	\$35.74	Pittsburg	\$53.03	Extension 2028	\$71.09
Median	\$31.01	Martinez	\$36.55	Alamo (RecycleSmart)	\$53.08	Antioch proposed weekly compost	\$73.56
Mean	\$31.02	Mean	\$36.65	Median	\$53.28	Antioch Proposed weekly compost and SB1383	\$74.11
Pinole	\$31.11	Pinole	\$37.21	Oakley	\$53.47	Crockett (County)	\$75.27
MT View (MVSD)	\$31.38	Median	\$37.25	Antioch proposed bi weekly compost	\$57.69	MT View (MVSD)	\$77.49
Discovery Bay (County)	\$31.62	Lafayette (RecycleSmart)	\$37.29	Extension 2028	\$60.53	Median	\$77.49
extension to 2028	\$31.92	Extension 2028	\$37.50	Mean	\$61.00	Danville (RecycleSmart)	\$78.65
Lafayette (RecycleSmart)	\$32.63	El Sobrante (County)	\$38.23	Crockett (County)	\$61.95	Alamo (RecycleSmart)	\$79.64
Antioch proposed weekly compost	\$33.03	Oakley	\$38.24	Antioch proposed weekly compost	\$62.63	Mean	\$82.70
Antioch Proposed weekly compost and SB1383	\$33.28	Moraga (RecycleSmart)	\$38.50	Antioch Proposed weekly compost and SB1383	\$63.10	Martinez	\$85.62
Moraga (RecycleSmart)	\$33.34	Antioch proposed weekly compost	\$38.80	San Pablo	\$65.11	Pinole	\$96.29
San Ramon	\$33.95	Antioch Proposed weekly compost and SB1383	\$39.08	Pinole	\$66.28	San Pablo	\$97.59
Richmond	\$33.97	Discovery Bay (County)	\$39.43	Lafayette (RecycleSmart)	\$70.35	Hercules	\$102.43
Hercules	\$34.11	Hercules	\$40.15	Hercules	\$70.83	Lafayette (RecycleSmart)	\$105.52
Kensington (KCSD)	\$43.61	MT View (MVSD)	\$40.59	San Ramon	\$71.69	El Sobrante (County)	\$108.96
Orrinda (RecycleSmart)	\$44.67	Richmond	\$41.18	El Sobrante (County)	\$73.12	San Ramon	\$114.18
El Cerrito	\$45.80	San Ramon	\$41.56	Moraga (RecycleSmart)	\$77.00	Moraga (RecycleSmart)	\$115.48
Brentwood	N/A	Pittsburg	\$43.38	Richmond	\$77.97	Richmond	\$115.80
Concord	N/A	Kensington (KCSD)	\$47.61	Kensington (KCSD)	\$95.17	Kensington (KCSD)	\$142.79
Oakley	N/A	Orrinda (RecycleSmart)	\$51.05	Orrinda (RecycleSmart)	\$95.77	Orrinda (RecycleSmart)	\$143.76
Pittsburg	N/A	El Cerrito	\$59.77	El Cerrito	\$118.70	El Cerrito	N/A

Next Steps for organics collection

- Finalize contract amendment with Republic Services
 - Set start date based on option approved by Council
 - Republic to make changes to routes as needed
- Roll out program!
 - Education and outreach
 - SB1383 implementation grant



F8

Environmental Resource Line


(925) 779-6137



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Cornelius Johnson, Interim City Manager

SUBJECT: Proposed Updates to the Master Fee Schedule Effective July 1, 2022

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution updating and approving the Master Fee Schedule effective July 1, 2022.

FISCAL IMPACT

The fee increases will ensure that the City recovers as much of the cost for providing services as possible. The Consumer Price Index ("CPI") is a reasonable mechanism to use to increase some fees to ensure that they are limited to the reasonable cost of providing services, while capturing the increasing costs of labor and goods. Recovery of fees is imperative to maintain our fiscal stability.

DISCUSSION

There are not many recommended changes to existing fees. Some of the proposed fee increases are in accordance with the San Francisco–Oakland–San Jose Consumer Price Index calculated at 5.2%, which is consistent with increased costs of labor and goods to the City. Other fees were adjusted to capture direct costs and water and sewer rates remain unchanged. Changes to fees are highlighted in Exhibit A to the attached resolution and contain strikethroughs and changes/additions in purple throughout the document.

Compliance with State Law:

The proposed fee increases comply with the requirements of applicable state law including, but not limited to, Proposition 218, Proposition 26 and the Mitigation Fee Act (Gov. Code section 66014, et. seq.) Some of the fee increases represented in the Proposed Master Fee Schedule were previously approved by the City Council during public hearings pursuant to specific state statutes, such as Proposition 218, and are identified in the Proposed Master Fee Schedule accordingly.

ATTACHMENTS

A. Resolution

- Exhibit A to Resolution – Proposed Master Fee Schedule

ATTACHMENT A

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ANTIOCH APPROVING UPDATES TO THE CITY OF ANTIOCH
MASTER FEE SCHEDULE EFFECTIVE JULY 1, 2022

WHEREAS, proposed updates to the Master Fee Schedule incorporate increases in accordance with the San Francisco-Oakland-San Jose Consumer Price Index, Recreation and Community Services Fee and Pricing Policy and other such changes to capture reasonable cost recovery of services; and

WHEREAS, the City Council has considered the proposed updates to the Master Fee Schedule at a duly noticed public hearing;

NOW, THEREFORE, BE IT RESOLVED that the City of Antioch Master Fee Schedule, a true copy of which is on file in the City Clerk's office and incorporated herein as Exhibit A, is hereby updated and approved, all such updates becoming effective on July 1, 2022, unless otherwise specifically stated within the City of Antioch Master Fee Schedule.

* * * * *

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 24th day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit A



**DRAFT MASTER FEE SCHEDULE
EFFECTIVE JULY 1, 2022**

MASTER FEE SCHEDULE

>>POLICE DEPARTMENT<<

DESCRIPTION	FEE			ACCT CODE
Local Record Review	\$	42.00		100-3110.46010
Accident Investigation Report Copy	\$	30.00		100-3110.46010
Vehicle Release	\$	209.00 (no fee for storage authority VC2651(c) or (g))		100-3110.46300
Administrative Fee: Repossession of vehicles	\$	15.00 (set by State law)		100-3110.46300
Bicycle Registration	\$	6.00		100-3110.42030
Card Room Permit: Regulation fees per table/year	\$	766.00		100-3110.46300
Card Room Permit (New)	\$3,100 deposit plus fully burdened hourly rate for all staff involved plus any outside costs			
Clearance Letters	\$	80.00		100-3110.46300
Citation Sign-Offs	\$	26.00		100-3110.46300
Code Enforcement (Municipal Code Violations)	Set by courts			
Copy of Police Report	Victim of Domestic Violence: No charge Rape, ID theft, human trafficking and elder abuse victims: First copy free All others: \$21.00			100-3110.46010
Video and Audio Redaction Fee	Fully burdened hourly rate for staff involved plus any outside costs			100-3110.46300
CAD Event	\$	16.00		100-3110.46010
DUI Collision Response (fee limited by State law)	Direct costs of responding to incident - not to exceed \$12,000			100-3110.46300
DUI Arrest Processing	\$	415.00		100-3110.46300
Escort of Wide or Overload Vehicle	Actual police and engineering time for investigation of route and escort if required			100-3110.46300
ABC Daily License Authorization	\$	36.00		100-3110.46300
Gun Permit Fees – Concealed Weapons Permit Application/Renewal (non-refundable and set by State Penal Code Sections 12050-12054):	New Permit - \$100* (\$20 paid at time of application with balance due upon permit issuance) Renewal Permit - \$25* Amended Permit - \$10* *Psychological testing costs are added to the above fees up to \$150.00			100-3110.46300
Limo/Taxi Business Permit	\$	305.00 per year		100-3110.46300
Limo/Taxi Driver Permit	\$	305.00 per year		100-3110.46300
Limo/Taxi Vehicle Inspection: per vehicle – per inspection	\$	83.00		570-2610.46630
Parking Enforcement	Established by Council Resolution			100-3150.43020
Parties & Nuisances – AMC Chapter 13, Sec 5-13.03/05	Fully burdened hourly rates for staff involved plus any outside costs			100-3110.46300
Police Department Room Rental: <u>Nonprofit Uses:</u> Classroom (Animal Services area) per hr Community Room Use (police area) per hr <u>Commercial or Private:</u> Classroom use (Animal Services area) per hr Community Room Use (Police area) per hr	\$ 36.00 \$ 62.00 \$ 60.00 \$ 109.00			100-3110.46300
Second hand dealer - application fee	\$	295.00		100-3110.46300
Second hand dealer - Department of Justice fee (initial and renewal)	\$	300.00		
Massage Establishment:	Initial Registration	Renewal (no changes)	Change Owner/ Location	100-3110.46300
Owner/Practitioner	\$ 250.00	\$ 175.00	\$ 250.00	
Owner/Non-Practitioner	\$ 350.00	\$ 275.00	\$ 350.00	
Per Employee/Practitioner	\$ 25.00	\$ 25.00	\$ 25.00	
Verification letters	\$	32.00		100-3110.46300

MASTER FEE SCHEDULE

>>POLICE DEPARTMENT<<

DESCRIPTION	FEE	ACCT CODE
Misdemeanor Booking	\$ 78.00 per booking	100-3110.46300
Special Event Regulation (group putting on Event) Event charged for Police Officer, Corporal and Sergeant at overtime rate for Step "E" of regular pay scale plus a 25% Administrative Fee. Event charged for Reserve Police Officer at Step "A" rate of regular officer pay scale plus a 25% Administrative Fee	Time, materials and Administrative overhead cost	100-3110.46300
Subpoena, Civil deposit/officer/day plus Admin fee	\$ 275.00 per G.C. 68096.1 deposit plus actual cost	100-0000.22315 100-3110.47010
Subpoena, Civil Administrative Fee	Clerical cost @ max of \$24/hr (\$6 per ¼ hr), plus 10 cents/page document duplication	100-3110.47010
Subpoena Duces Tecum/Deposition Subpoena, Plus reasonable/actual costs (per 1563 E.C.)	Clerical cost @ max of \$24/hr (\$6 per ¼ hr), plus 10 cents/page document duplication	100-3110.47010
Adult Business Permit	Deposit as determined by Police Dept plus charges at fully burdened hourly rates for all involved personnel and any outside costs	100-3110.46300
Firearms Range	\$100.00 hourly with operator (ADP operator always required for use)	100-3110.47010
Alarm Users: Registration and Renewal Registration Late Charge Alarm Fee – Late Charge/All Fees and Fines Late False Alarm – Registered False Alarm – Non-Registered Operating Suspended Alarm System Alarm Company: Failure to Report New Install Failure to use Alarm Confirmation or Enhanced Call Confirmation Procedures False Alarm Caused by Alarm Company Calling on Suspended Alarm Site All Late Charges	\$30.00 \$15.00 5% of unpaid amount 1 – No charge; 2 – School or \$100; 3 or more - \$205 (for each subsequent response) 1 – School or \$100; 2 or more - \$205 (for each subsequent response) 1 - \$205; 2 - \$350; 3 or more - \$500 (for each subsequent response) \$30.00 \$30.00 1 – No charge; 2 or more - \$205 (for each subsequent response) 1 – No charge; 2 or more - \$205 (for each subsequent response) \$15.00	100-3110.46315 100-3110.46320

>>ANIMAL SERVICES<<

DESCRIPTION	FEE	ACCT CODE
Adoption Fees Adopt - Dog Adopt - Cat Adopt – Rabbit Adopt - Small animal (rats, hamsters, guinea pigs)	\$ 125.00* \$ 90.00* \$ 16.00 \$ 7.00 *Fees include spay/neuter, microchip and core vaccines. Actual cost of spay/neuter that cannot be completed in-house will be added to the adoption fees.	214-3320.46710

MASTER FEE SCHEDULE

>>ANIMAL SERVICES<<

DESCRIPTION	FEE	ACCT CODE
Animal Licensing Fees – Dogs		
License - Altered:		214-3320.42010
Altered License - 1 Year	\$ 20.00	
Altered License - 2 Year	\$ 35.00	
Altered License - 3 year	\$ 50.00	
Senior Citizen License – Altered Dog		
Senior Altered License - 1 Year	\$ 11.00	
Senior Altered License - 2 Year	\$ 19.00	
Senior Altered License - 3 Year	\$ 26.00	
License - Unaltered		
Unaltered License - 1 Year	\$ 41.00	
Unaltered License - 2 Year	\$ 71.00	
Unaltered License - 3 Year	\$ 109.00	
Senior Citizen License – Unaltered Dog		
Senior Unaltered License - 1 Year	\$ 22.00	
Senior Unaltered License - 2 Year	\$ 37.00	
Senior Unaltered License - 3 Year	\$ 55.00	
License - Unaltered & Impounded (U&A)		
License U&A - 1 yr	\$ 64.00	
License U&A - 2 yr	\$ 94.00	
License U&A - 3 yr	\$ 131.00	
License – Potential Dangerous/Vicious Animal		
Potentially Dangerous-Vicious Animal – 1 Year	\$ 70.00	
License - Fees, Other		
License - Multiple Pet Permit/year/application	\$ 55.00	
License - Tag Transfer	\$ 7.00	
License - Fee - Duplicate for lost license tag	\$ 7.00	
Animal Licenses - Late Fee Penalty	\$ 34.00	
Livestock Permit - per application/year	\$ 55.00	214-3320.42010
Cat Trap Fees:		
Trap Deposit	\$ 60.00	214-3320.47010
Trap Rental/day	\$ 6.00	
Board/Care Fees:		
Dog/day	\$ 20.00	214-3320.46710
Cat or small animal/day	\$ 20.00	
Livestock, reptiles/day	\$ 20.00 (at cost if not at Animal Shelter)	
Potentially Dangerous/Vicious Animal/day	\$ 35.00	
Potentially Dangerous/Vicious Animal		
Impound Fee	\$ 350.00	214-3320.46719
Conditional Release Agreement	\$ 150.00 inspection fee + boarding, alteration, microchipping and other fees and costs	
Dangerous Animal Administrative Fee	\$450.00 + impound, boarding, alteration, microchipping, vaccination and other fees and costs. Appeal processing fee refunded if appeal is won.	
Disposal Fees:		
Disposal - dog licensed*	\$ 20.00	214-3320.46731
Disposal - dog unlicensed	\$ 36.00	
Disposal - cat	\$ 20.00	
Disposal - other animal	\$ 20.00	
*If the dog to be disposed has a current, multiple year license and has a full year's credit remaining, that amount will be applied against the disposal fee. There will be no refunds.		

MASTER FEE SCHEDULE

>>ANIMAL SERVICES<<

DESCRIPTION	FEE	ACCT CODE
Euthanasia Fees		
Euthanasia - dog with license	\$ 36.00	214-3320.46728
Euthanasia - dog unlicensed	\$ 57.00	
Euthanasia - cat	\$ 36.00	
Euthanasia - small animal	\$ 25.00	
Vet Pick up	\$ 40.00	
Vet Per Animal Charge	\$ 10.00	
Handling Fees:		
Pick up fees:		214-3320.46719
Dog (plus surrender fee)	\$ 36.00	
Cat or small animal (plus surrender fee)	\$ 36.00	
Impound Fees and Fines:		
With Current license:		214-3320.46719
Impound - Dog - 1 st	\$ 30.00	
Impound - Dog - 2 nd within 12 months	\$ 75.00	
Impound - Dog - 3 rd within 24 months	\$ 120.00	
Impound - Dog - 4 th within 36 months	\$ 180.00	
Unlicensed:		214-3320.46719
Impound - Dog - 1 st	\$ 50.00	
Impound - Dog - 2 nd within 12 months	\$ 88.00	
Impound - Dog - 3 rd within 24 months	\$ 181.00	
Impound - Dog - 4 th within 36 months	\$ 234.00	
Other Fees:		
Impound - Cat/ Small	\$ 30.00	
Impound - Livestock	\$ 59.00	
After Hours Impound	\$ 30.00	
Inspection Fee	\$ 55.00	214-3320.46719
Unaltered Dog/Cat Penalty - State law (Food & Ag. Code section 31751.7) mandates that a fine shall be levied against the owners of unaltered dogs and cats that are impounded. These fines are charged in addition to the City's impound and redemption fees:		214-3320.46719
Penalty - First Offense	\$ 36.00	
Penalty - Second Offense	\$ 52.00	
Penalty - Third Offense	\$ 104.00	
Microchipping Fees:		
Microchipping of dogs and cats - includes microchip implant and registration on the Animal Shelter database.	\$ 25.00 per animal	214-3320.46735
Vaccinations – Fee is per vaccination	\$ 25.00	214-3320.46716
Neuter or Spay Fees:		
Neuter Fees:		214-3320.46734
AAS – Canine Neuter	\$ 150.00	
AAS – Feline Neuter	\$ 90.00	
Local Vet - Neuter – Feline/Canine	Vet Cost	
Spay Fees:		
AAS – Canine Spay	\$ 150.00	
AAS – Feline	\$ 90.00	
Local Vet - Spay – Feline/Canine	Vet Cost	

MASTER FEE SCHEDULE

>>ANIMAL SERVICES<<

DESCRIPTION	FEE	ACCT CODE
Redemption Fees: Redemption fees to be charged to pet owner(s) upon the redemption of their pet: 1. Administration of reasonable veterinary medical treatments, which may be required in order to treat an injured and/or sick animal. 2. Medical treatments which may include the administration of veterinary drugs and/or medicinal products	Vet cost Vet Cost	214-3320.46733
Quarantine Fees: Quarantine Admin Fee - Home Quarantine Admin Fee - Shelter, plus Dog/board Cat or small animal Livestock	\$ 110.00 per animal \$ 55.00 per animal+ board fees \$ 28.00 per day \$ 23.00 per day \$ 28.00 per day (at cost if not at Animal Shelter)	214-3320.46710
Surrender Fees: Surrender - dog with license Surrender - dog unlicensed Surrender - puppy litter Surrender - kitten litter Surrender - small animals (rats, misc. hamsters, birds, snakes) Surrender - cat/rabbit/snake/lizard (2 lbs and larger) Surrender - vaccination for unvaccinated dogs & cats (fee is per vaccination)	\$ 30.00 \$ 54.00 \$ 42.00 \$ 42.00 \$ 15.00 \$ 30.00 \$ 20.00	214-3320.46725

>>COMMUNITY DEVELOPMENT<<

DESCRIPTION	FEE	ACCT CODE
PLANNING & ENGINEERING STAFF HOURLY RATES	As outlined in Hourly Rate Detail report on file in the Finance Dept	Various
PLANNING FEES: Minor Administrative Use Permit Major Administrative Use Permit Temporary Sign/Banner Permit Zoning Administrator Use Permit Application Extension Professional Services & Consultant Contracts General Plan Maintenance Home Occupation Review Sidewalk Vendor Permit Plan Review Sign- Planning Approval (building permit) Sign Review – Administrative	\$ 539.00 – non-profit pays 50% of fee \$ 1,146.00 \$ 124.00 \$ 2,943.00 per application \$ 853.00 Actual cost + 10% Administrative Fee 5% of Building Permit Fee \$ 134.00 \$ 134.00 Residential - \$262.00 per plan; Commercial - \$523.00 per plan; Deposit Project – charge fully burdened hourly rates plus any outside costs \$ 167.00 \$ 907.00	100-5130.46610 100-5130.46610 100-5130.46610 100-5130.46610 100-5130.46610 100-5130.46610 100-5130.46617 100-5130.46610 100-5130.46610 100-5130.46610 100-5130.46610 100-5130.46610

MASTER FEE SCHEDULE

>>COMMUNITY DEVELOPMENT<<

DESCRIPTION	FEE	ACCT CODE																				
PLANNING FEES (Cont.):																						
Sign Program Review	\$ 2,127.00 per application	100-5130-46610																				
Sign Review – Planning Commission	\$ 1,941.00 per application	100-5130.46610																				
Minor Design Review	\$ 1,301.00 per application	100-5130.46610																				
Variance - Administrative	\$ 779.00 per application	100-5130.46610																				
Variance - Hearing	\$ 1,925.00 per application	100-5130.46610																				
Specific Plan Preparation	Contract cost + any outside agency cost + staff review time at fully burdened hourly rate	100-5130.46610																				
Zoning Verification Letter	Residential - \$208.00/letter Commercial - \$368.00/letter	100-5130.46610																				
Public Hearing Postage – single noticing	\$ 25.00 – Planning Commission Only	100-5130.46610																				
Public Hearing Postage – double noticing	\$ 50.00 – Planning Commission & City Council review																					
PLANNING DEPOSIT APPLICATIONS – The following are deposits required for the items of work. Actual costs will be billed monthly for staff time at fully allocated hourly rates.																						
Annexations	\$ 10,000.00	Various																				
Development Agreement (deposit)	\$ 2,500.00	Various																				
Final Development Plan (deposit)	\$ 10,000.00	Various																				
General Plan Amendment (deposit)	\$ 10,000.00	Various																				
Master Development Plan (deposit)	\$ 10,000.00	Various																				
Environmental Document Preparation (deposit)	\$ 2,500.00	Various																				
Municipal Code Amendment Review (deposit)	\$ 2,000.00	Various																				
Preliminary Development Plan (deposit)	\$ 2,000.00	Various																				
Residential Development Application (deposit)	\$ 3,000.00	Various																				
Use Permit (deposit)	\$ 2,000.00	Various																				
Zoning/Rezoning Request (deposit)	\$ 2,000.00	Various																				
DEVELOPMENT IMPACT FEES																						
Development Impact Fees, charged per unit for residential and per sq. ft. non-residential:	<table><tr><th>Single Family</th><th>Multi-Family</th><th>Senior</th><th>Non-Residential</th></tr><tr><td>\$ 460.00</td><td>\$ 292.00</td><td>\$ 230.00</td><td>\$ 0.07</td></tr><tr><td>\$ 445.00</td><td>\$ 282.00</td><td>\$ 223.00</td><td>\$ 0.06</td></tr><tr><td>\$1,190.00</td><td>\$ 755.00</td><td>\$ 596.00</td><td>\$ 0.17</td></tr><tr><td>\$3,261.00</td><td>\$2,065.00</td><td>\$1,631.00</td><td>\$ 0.00</td></tr></table>	Single Family	Multi-Family	Senior	Non-Residential	\$ 460.00	\$ 292.00	\$ 230.00	\$ 0.07	\$ 445.00	\$ 282.00	\$ 223.00	\$ 0.06	\$1,190.00	\$ 755.00	\$ 596.00	\$ 0.17	\$3,261.00	\$2,065.00	\$1,631.00	\$ 0.00	
Single Family	Multi-Family	Senior	Non-Residential																			
\$ 460.00	\$ 292.00	\$ 230.00	\$ 0.07																			
\$ 445.00	\$ 282.00	\$ 223.00	\$ 0.06																			
\$1,190.00	\$ 755.00	\$ 596.00	\$ 0.17																			
\$3,261.00	\$2,065.00	\$1,631.00	\$ 0.00																			
General Administration		321-5500.46660																				
Public Works		322-5505.46661																				
Police		323-5510.46662																				
Parks and Recreation		324-5515.46663																				
Total	\$5,356.00 \$3,394.00 \$2,680.00 \$ 0.30																					
	A 3% administrative charge shall be applied to all fees listed above. *Accessory Dwelling Units shall be charged a modified rate in accordance with Antioch Municipal Code Section 9-3.60																					
BUILDING FEES:																						
Pool Safety Fee – applies to all pools, hot tubs, or any structure capable of holding more than 18” of water	1/10 of 1% of valuation	100-5160.46650																				
Certified Access Specialist Consultation Fee	Actual Consultant Cost + 10% admin fee	100-5160.46651																				
Solar Photovoltaic System – Residential	\$ 309.00	100-5160.42040																				
Commercial - \$1,000 + \$7 per kW for each kW between 51kW & 250 kW + \$5 for every kW over 250kW																						

MASTER FEE SCHEDULE

>>COMMUNITY DEVELOPMENT<<

DESCRIPTION	FEE	ACCT CODE
BUILDING FEES (Cont.):		
Residential Construction:	<u>Valuation:</u>	100-5160.42040
Dwellings, sf	\$ 133.00 148.33/sf	
Private Garages, sf	\$ 52.00 59.88/sf	
Sheds less than 300 sf	\$ 18.00/sf	
Building Permits, minimum	\$ 145.00	
Plumbing fee, sq ft; Mechanical fee, sq ft; Electrical fee, sq ft; and Insulation fee, sq ft	<u>Valuation:</u> \$0.24/sf Commercial, and \$0.18/sf Residential for plumbing, mechanical, electrical and insulation	100-5160.42040
Minimum fee - Plumbing fee, Mechanical fee, Electrical fee, and Insulation fee	\$ 145.00	100-5160.42040
Patios, carports, patio covers, sq ft	<u>Valuation:</u> \$ 15.00/ sq ft	100-5160.42040
Wood decks/lath patios, sq ft	\$ 12.00/sq ft	
Plan Check Fee	65% of Building Permit Fee	100-5160.46605
Green Building Verification & Compliance Fee	18% of Building Permit Fee (New residential & room additions) 15% of Building Permit Fee (New Commercial & Tenant Improvement with Title 24)	100-5160.46658
Green Building Verification & Compliance Fee	18% of Building Permit Fee (New residential & room additions) 15% of Building Permit Fee (New Commercial & Tenant Improvement with Title 24)	100-5160.46658
Pool, residential + plan check	\$ 40,000 valuation or contract value, whichever is greater	100-5160.42040
Pool, commercial + plan check	Contract Price	100-5160.42040
Spas + plan check	\$ 7,100.00 valuation	100-5160.42040
Above Ground Pool (no plan check)	\$ 1,100.00 valuation	100-5160.42040
Special Inspections (written)	\$ 145.00 175.00 – 1 hr minimum	100-5160.42040
Special Inspections/Reinspection (3 rd)	\$ 116.00 175.00 – 1 hr minimum	100-5160.42040
Grading Permit	Fee calculation based on contract price	100-5160.42040
Plot Plan Modification/Resubmittal - per lot	\$ 59.00	100-5160.42040
Changes to existing permits for new houses/permit	\$ 291.00	100-5160.42040
Reroof	<u>Valuation:</u>	100-5160.42040
Under 20 squares with tear off	\$ 6,500.00	
Over 20 squares with tear off	\$10,000.00	
Comp over Comp	\$ 4,500.00	
	Or contract value, whichever is greater	
Technology Fee	6% of building permit fee	100-5160.46655
Energy Inspection Fee	2% of building permit fee	100-5160.46656
Accessibility Fee (Non-residential)	2% of building permit fee	100-5160.46657

MASTER FEE SCHEDULE

>>COMMUNITY DEVELOPMENT<<

ANTIOCH BUILDING PERMIT FEES	
Total Valuation	2021-22 Fee
\$1 to \$2,000	\$ 145.00
\$2,001 to \$25,000	\$ 145.00 for the first \$2,000+ \$ 16.00 for each additional \$1,000 or fraction thereof, up to and including \$25,000
\$25,001 to \$50,000	\$ 450.00 for the first \$25,000+ \$ 12.00 for each additional \$1,000 or fraction thereof, up to and including \$50,000
\$50,001 to \$100,000	\$ 740.00 for the first \$50,000+ \$ 8.00 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,001 to \$500,000	\$ 1,143.00 for the first \$100,000 + \$ 7.00 for each additional \$1,000 or fraction thereof, up to and including \$500,000
\$500,001 to \$1,000,000	\$ 3,720.00 for the first \$500,000 + \$ 6.00 for each additional \$1,000 or fraction thereof, up to and including \$1,000,000
\$1,000,001 and up	\$ 6,451.00 for the first \$1,000,000 + \$ 4.00 for each additional \$1,000 or fraction thereof

DESCRIPTION	FEE	ACCT CODE
CODE ENFORCEMENT:		
Abatement or Impound (vehicle, RV, boat, trailer)	\$ 203.00	100-5140.46025
Code Compliance Re-Inspection	\$ 240.00	100-5140.46025
Public Nuisance Abatement – Administrative Cost	\$ 2,075.00 per abatement plus actual staff cost at fully burdened hourly rate of on-site review plus actual cost of abatement	100-5140.46020
	Emergency – actual cost of abatement plus actual staff cost at fully burdened hourly rate (\$250.00 minimum)	
Shopping Cart Abatement or Impound Fee	\$ 52.00	100-5140.47010
Shopping Cart Fine (more than three occurrences in 6 months; in addition to Abatement/Impound fee)	\$ 52.00	100-5140.47010
Sign Retrieval	\$ 23.00	100-5140.46020
RESIDENTIAL RENTAL INSPECTION PROGRAM (RRIP) (Reso 2007/57):		
Initial Registration (charged when the property enters the program)	\$ 73.00	
Inspection Fee (charged with enrollment or renewal of non self-certified properties from 1-4 units)	\$ 227.00	
Additional Unit Inspection Fee (charged per unit after 4 units)	\$ 14.00	
Annual Self-Certification/Renewal Fee (when eligible for self-certification)	\$ 33.00	
Re-Inspection Fee (charged for follow up inspections due to non-compliance found in initial inspection and first follow-up)	\$ 160.00	
MISCELLANEOUS COMMUNITY DEV. FEES:		
Annexation Review: (Fees subject to change by LAFCO, or State of California) Pass Through		Pass through

MASTER FEE SCHEDULE

>>COMMUNITY DEVELOPMENT<<

DESCRIPTION	FEE	ACCT CODE
MISCELLANEOUS COMMUNITY DEV. FEES (Cont):		
LAFCO Fee		
State Fee (Refer to State Board of Equalization Schedule for State Processing fee).		
City Annexation Fee – all fees to be escalated by the SF CPI		100-0000.27000
<u>Commercial/Industrial Properties</u>	\$808.00 per gross acre <u>due at annexation; and</u> \$1,075.00 per gross acre <u>due with subdivision</u> <u>or building permit</u>	
<u>Residential Properties</u>	\$808.00 per gross acre <u>due at annexation; and</u> \$1,075.00 per gross acre <u>due with subdivision</u> <u>or building permit</u>	
Annexation Fee in FUA #1 for Lone Tree Area	\$ 68.00 per acre	100-5130.42050
Waste Management Plan Processing	\$ 35.00	226-5225.47010
GIS Based Mapping Fee (transferred to County)	\$50/unit	100-0000.22024
City Base Map with Street grid 60 x 78 (wallsize), 1:600 scale	\$61 with photo paper \$51 with heavyweight paper	573-1435.43200
City Base Map without street grid 60 x 78 (wallsize), 1:600 scale	\$61 with photo paper \$51 with heavyweight paper	573-1435.43200
City Base Map 34x44	\$46 with photo paper \$41 with heavyweight paper	573-1435.43200
City Subdivision Map 34x44	\$46 with photo paper \$41 with heavyweight paper	573-1435.43200
General Plan Map 34x44	\$46 with photo paper \$41 with heavyweight paper	573-1435.43200

>>PUBLIC WORKS<<

DESCRIPTION	FEE	ACCT CODE
MISCELLANEOUS PUBLIC WORKS FEES:		
Mobile Stage Rental/day:		
Government and Non Profit Uses – Flat Fee	\$ 533.00	621-2210.46820
Commercial or Private Uses – Per Hour	Within 20-mile radius: \$1,337 for first day, plus \$213/day.	
	Outside 20-mile radius: \$1,337 for first day, plus \$126/hour for moving stage, plus \$213/day	
Public Works Department Training Room Rental:		
Government and Nonprofit Uses – per hour	\$ 56.00	100-2140.46300
Commercial or Private Uses – per hour	\$ 95.00	
Legends /Buttons “No Dumping – Drains to Delta”	\$5.00 /each	229-2585.47010
Park Maintenance Memorial Tree Grove:		
Tree, planting and memorial plaque	\$ 500.00	100-0000.22054

MASTER FEE SCHEDULE

>>PUBLIC WORKS<<

DESCRIPTION	FEE	ACCT CODE
MISCELLANEOUS PUBLIC WORKS FEES (Cont.):		
Public Works Services Hourly Rates:		
• Streets	Fully burdened hourly rate for all staff involved + cost of materials & equipment	100-2160.46630
• Signs		611-2310.46630
• Water (Distribution & Treatment)		621-2210.47010
• Wastewater Collections		229-2585.47010
• Storm Channels		SLLMD Accts
• Landscaping		
Public Works Gate Keys:		
• Streets	\$ 50.00/key for cell tower access	100-2160.46630
• Water (Distribution & Treatment)	\$100.00/key refundable deposit (all other locations)	611-2310.46630
• Wastewater Collections		621-2210.47010
• Storm Channels		229-2585.47010
• Landscaping		SLLMD Accts
Sandbags (Limit 20/customer)		
• Sandbags (filled)	\$1.00/ea	621-2210.47010
• Sandbags (empty)	\$0.50/ea	611-2330.47010
Plans & specs for PW contract, minimum	\$ 25.75	Various
Construction details/ set	\$ 27.00	
Water System Master Plan, each	\$ 20.60 50.00	Various
Urban Water Management Plan, each	\$ 31.00 50.00	
RECREATIONAL VEHICLE STORAGE FACILITY FEES:		
Park Maintenance District 1A		
20 ft/25 ft spaces/month	\$ 50.00	255-4551.44810
30 ft spaces/month	\$ 60.00	
40 ft spaces/month	\$ 70.00	
Lock-out fee (delinquent accounts)	\$ 19.00/ea	
Reconnect fee (reinstate accounts)	\$ 19.00/ea	
Replacement Gate Cards	\$ 19.00/ea	
Alarm user card replacement fee	\$ 19.00/ea	
Wait list fee for non-tenants (non-refundable)	\$ 25.00	
ENGINEERING FEES:		
Lot Line Adjustment	\$ 1,850.00 per application	100-5150.46605
Merger of Contiguous Parcels	\$ 3,395.00 per application	100-5150.46605
Encroachment Permit – Application and Processing	\$200.00 per permit for projects up to \$50,000; projects over \$50,000 charged the fully burdened hourly rates for staff time + outside costs	100-5150.42070
Encroachment Permit Inspection- \$0 - \$2,000 project	\$ 280.00	100-5150.42070
Encroachment Permit Inspection- \$2,001- \$10,000 project	\$ 840.00	100-5150.42070
Encroachment Permit Inspection- \$10,001 - \$50,000 project	\$ 1,390.00	100-5150.42070
<u>Encroachment Permit Inspection - \$50,000 + project</u>	<u>Deposit set at 10% of construction value with charges at fully burdened hourly rates for staff time + outside costs</u>	<u>100-0000.20999</u>

MASTER FEE SCHEDULE

>>PUBLIC WORKS<<

DESCRIPTION	FEE	ACCT CODE
ENGINEERING FEES (Cont.):		
Encroachment agreement (permanent structure)	\$ 590.00 per application plus fees from any other inspections/permits and any other agencies	100-5150.47070
Traffic Control Plan Review – Arterial & Collectors	\$0-\$50,000 valuation - \$270.00 \$50,000 + valuation – Deposit set at 10% of construction value with charges at fully burdened hourly rates of staff time + outside costs	100-5150.42070
Cell Tower Review	Modification to existing - \$1,040.00 per application; New tower – charges at fully burdened hourly rates of staff time + outside costs	100-5150.46605 and various specified job account codes
Professional Services & Consultant Contracts	Actual cost + 10% Administrative Fee	Various
Sidewalk repair inspection	\$ 280.00 460.00	100-1250.46400
Wide Load Vehicle Permit (State law restricts this fee to \$16 per single trip or each trip completed)	\$ 16.00	100-5150.42090
Lone Tree Way Bridge & Arterial Benefit District (See Reso 92/254 concerning Lone Tree Corridor Overlapping Benefit District, AD No. 27/31)	Resolution 92/254	
Hillcrest Bridge Benefit District (Hillcrest @ State Highway 4)	\$ 254.00/dwelling unit	391-2530.42100
Lone Tree Corridor Overlapping Benefit District - AD #27/31 (Lone Diamond)	\$ 373.93/unit	376-2530.42100
PARK IN LIEU FEES (PER UNIT) (Ordinance #2080-C-S):		216-2520.46640
Single Family, detached	\$ 1,500.00	
Single Family, attached	\$ 1,100.00	
Duplexes	\$ 950.00	
Multi-Family	\$ 950.00	
Mobile Home	\$ 950.00	
FIRE PROTECTION FEES (Ordinance #2173-C-S effective 10/24/19):		755-0000.25000
(A) Per single-family dwelling unit	\$ 951.00	
(B) Per multi-family dwelling unit	\$ 451.00	
(C) Per 1,000 sq ft of office space	\$ 568.00	
(D) Per 1,000 sq ft of commercial space	\$ 649.00	
(E) Per 1,000 sq ft of industrial space	\$ 379.00	
TRAFFIC SIGNAL FEES: (Reso. No. 83/193)		220-2540.46635
Residential - all types	\$ 430.00	
Commercial/industrial - greater of either:		
A. \$ 70/off-street parking space required by City code; or		
B. \$194/each daily peak hour trip traveling to and from		
Development based upon:		
Office - 2.5 trips/1,000 sq ft (gross)		
Commercial - 3 trips/1,000 sq ft (gross)		
Service/industrial - 2 trips/1,000 sq ft (gross)		

MASTER FEE SCHEDULE

>>PUBLIC WORKS<<

DESCRIPTION	FEE	ACCT CODE
ENGINEERING DEPOSIT APPLICATIONS – The following are deposits required for the items of work. Actual costs will be billed monthly for staff time at fully allocated hourly rates.		
Tentative Tract Map: 1-4 lots (deposit)	\$ 7,500.00	Various
Tentative Tract Map: 5 or more lots (deposit)	\$ 10,000.00	Various
Reversion to Acreage (deposit)	\$ 7,500.00	Various
Subdivision Plan Check, Map Check and Inspection (deposit)	\$ 30,000.00	Various
WATER FEES:		
New Water Account Set up	\$ 30.00	611-2310.46840
Bacteriological Testing After Hydrant Repair	\$100.00 per test plus fully burdened hourly rate for all staff involved + cost of materials and equipment	611-2310.46630
Bacteriological testing of new water main installations: any test required after initial bacteriological failure	\$100.00 per test plus cost of labor and materials fully burdened hourly rate for all staff involved + cost of materials and equipment - only charged if test failure	611-2310.46630
Metered water sales/100 cubic foot:		
Single Family		611-2310.46825
<u>Tier I 0-12 HCF</u>		
Zone I	\$ 3.78 Outside City evaluated on a case-by-case basis	
Zone II*	\$ 3.89	
Zone III*	\$ 3.99	
Zone IV*	\$ 4.20	
*Zones II, III and IV include pumping quantity surcharge		
<u>Tier II 13 and over/+HCF</u>		
Zone I	\$ 6.22 Outside City evaluated on a case-by-case basis	
Zone II*	\$ 6.33	
Zone III*	\$ 6.43	
Zone IV*	\$ 6.64	
*Zones II, III and IV include pumping quantity surcharge		
<u>Non single family</u>		
Zone I	\$ 4.44	
Zone II*	\$ 4.55	
Zone III*	\$ 4.65	
Zone IV*	\$ 4.86	
Outside City	Outside City evaluated on a case-by-case basis	
*Zones II, III and IV include pumping quantity surcharge		
Raw Water	\$ 3.15	
Backflow Prevention Device Testing:		
New Install Testing	\$140.00/each	611-2330.46630
Backflow Test on new install and temporary construction (non fireline)		

MASTER FEE SCHEDULE

>>PUBLIC WORKS<<

DESCRIPTION	FEE	ACCT CODE
WATER FEES (Cont.):		
Backflow Prevention Device Maintenance Fees:		
Double Check Valve/Reduced Pressure Devices (monthly by device size as listed below):		
	<u>Double Check/RP Device</u>	
5/8 "x 3/4"	\$ 5.30	611-2330.46855
1 inch	\$ 5.40	
1 ½ inch	\$ 7.30	
2 inches	\$ 7.70	
3 inches	\$ 25.10	
4 inches	\$ 27.10	
6 inches	\$ 34.10	
8 inches	\$ 61.70	
10 inches	\$ 79.80	
Backflow Prevention Device Installation	Actual Cost	
Fire Protection:		
Fire Protection water service charge for unmetered connections to water system equipped with a detector check assembly for privately owned sprinklers, hydrants, or other outlets used for firefighting; Monthly Standard 5/8" x ¾" Meter Service Fee \$24.40 plus the following:	\$ 24.40 plus rates below	
Fire sprinkler requires 1" Double Check Detector Backflow Test on ALL new fire line installations	<u>Double Check Detector Assembly (DCDA)</u> <u>\$ 140.00</u>	611-2310.46825
<u>New Install Testing:</u>		
Test on Residential Properties	\$ 140.00	
Test on Commercial Properties (Detector Assemblies)	\$ 352.00	
4 inches and under	\$ 40.70	
6 inches	\$ 47.80	
8 inches	\$ 64.90	
10 inches	\$ 90.40	
Backflow Prevention Device Installation	Actual Cost	
Hydrant Meter Water Installation:		
Deposit for Hydrant Meter	\$ 2,885.00	611-2310.46825
Hydrant Meter Monthly Charge	\$ 80.00	
Installation	\$ 140.00 plus deposit	
Relocation	\$ 70.00 140.00	
Hydrant water usage/unit; Potable or Recycled Water	\$ 3.50 Outside City Limit - fees evaluated on a case-by-case basis	
Backflow Protection on Hydrant Meter (when applicable):		
Deposit on Backflow Device	\$ 706.00	
Test on RP (new install test)	\$ 140.00	
Monthly Charge for RP	Per rates for device sizes listed above	
Water Utility Penalty, % of unpaid bill	5%	

MASTER FEE SCHEDULE

>>PUBLIC WORKS<<

DESCRIPTION	FEE	ACCT CODE
WATER FEES (Cont.):		
Water Service Charge for Monthly Maintenance of Water Lines by Meter Size:		
5/8"x 3/4"	\$ 24.40	611-2310.46840
1"	\$ 55.00	
1-1/2"	\$ 105.00	
2"	\$ 165.00	
3"	\$ 305.00	
4"	\$ 506.00	
6"	\$ 1,008.00	
8"	\$ 1,610.00	
10"	\$ 2,312.00	
12"	\$ 3,315.00	
Water for Construction/home: (Slab-Prestressing exercises)	\$ 29.00	611-2310.46845
<u>Water Meter Installation (includes labor and material):</u>		
Single Family Residential:		
New Subdivision with Lateral		611-2310.46850
5/8" x 3/4" meter with remote reading	\$140.00 (Labor) plus \$200.00 <u>225.00</u> (Materials)	
1" meter with remote reading	\$140.00 (Labor) plus \$268.00 <u>350.00</u> (Materials)	
Return visit for meter installation	\$ 140.00 return visit for meter installation, when contractor does not have the site ready	
Existing Subdivision, Lateral Not Installed:	Actual Cost	
Water Meter/lateral installation	Fully burdened hourly rate for all staff involved plus any outside costs	
Backflow device penalties, % of unpaid bill	5% of unpaid bill	611-2310.46855
FOR ALL DELINQUENT, NON-PAYMENT, OR SUSPENDED ACCOUNTS:		
Processing Service Charge	\$ 26.00	611-2310.46830
Disconnection Service Charge	\$ 104.00 each/per trip when the water is already disconnected	
Reconnection Service Charge- <u>service is provided next business day</u>	No Charge	
Reconnection Service Charge, Same Day Service	\$ 150.00	
Water Meter Tampering + parts & labor	Fully burdened hourly rate of staff involved plus any outside costs – minimum charge of \$250.00	
Return Trips – returning for the same reason, <u>service is provided next business day</u>	No Charge	
Return Trips – returning for the same reason, same day service	\$150.00 each subsequent visit	

MASTER FEE SCHEDULE

>>PUBLIC WORKS<<

DESCRIPTION	FEE	ACCT CODE
WATER FEES (Continued):		
FOR ALL NON-DELINQUENT ACCOUNT REQUESTS:		
Water Turn On/Off - <u>service is provided next business day</u>	No Charge	
Water Turn On/Off same day service	\$ 150.00	
Water Meter Tests and/or Water Meter Replacement - charge when requested by customer	Fully burdened hourly rate of all staff involved plus any outside costs. Fee will be refunded if meter found to be running fast.	
Pressure/Flow Test for Design Purposes	\$ 140.00	611-2310.47010
Water Deposits:		
Residential	\$ 186.00 (requires guaranteed funds)	611-0000.22100
Commercial	1.5 times month avg	
SEWER FEES:		
Delinquent sewer charges, % of unpaid bill	5%	621-2210.46820
<u>Residential Uniform Charges – per dwelling unit each month (Resolution 2021/102)</u>		621-2210.46820
Single Family Dwelling Unit \$/month charge	\$ 15.00	
Multi Family Dwelling Unit \$/month	\$ 13.40	
Apartment, Mobile Home Dwelling Unit \$/month	\$ 11.95	
<u>Non Residential monthly charge (Reso. 2021/102)</u>		
Account Charge \$/month	\$ 4.60 plus volume rate	
Volume Rate \$/month	\$ 1.31/per HCF	
Fee to televise sewer mains	\$ 1.15/ft + Time and Materials (fully burdened hourly rate + cost of materials and equipment)	
Southeast Gravity Sewer Fee/unit, per city ordinance #846-C-S	\$652.00	
Fee for inspection/certification of storm water collection facilities – C-3 requirements	Time and materials for inspection/repair or replacements costs (fully burdened hourly rate)	
TV Sewer Lateral on Property Sale	\$105.00 per lateral	621-2210.46630
Sewage Spill Cleanup	Fully burdened hourly rate for all staff involved plus any outside costs	621-2210.46630

MASTER FEE SCHEDULE

>>PUBLIC WORKS<<

WATER & SEWER FACILITY RESERVE FEES

In January 2003, the three components for capacity charges (connection, annex, and storage) were combined into one charge (612-2560.46860) in order to improve administration and reduce the complexity of capacity charge development and implementation. Sewer connection fees are reported in 622-2570.46810. Water Storage Fees, Water Service District Annexation Fees and Water and Sewer Connection Fees shall automatically adjust in each succeeding year in accordance with the "Engineering News Record Cost of Construction Index".

Water Meter Size or Customer Class	*Sewer Connection 622-2570.46810	Treated Water Capacity 100-0000.25001	*Water Capacity 612-2560.46860
5/8" x 3/4"		\$1,121.38	\$5,886.866 <u>237.27</u>
1-inch		\$2,803.45	\$14,717.14 <u>15,593.17</u>
1-1/2 inch		\$5,606.90	\$29,434.27 <u>31,186.33</u>
2-inch		\$8,971.04	\$47,162.64 <u>49,969.32</u>
3-inch		\$17,942.08	\$88,594.58 <u>93,921.41</u>
4-inch		\$28,034.50	\$147,284.37 <u>156,050.31</u>
6-inch		\$56,069.00	\$294,568.76 <u>312,100.65</u>
8-inch		\$100,924.20	\$472,746.41 <u>501,429.94</u>
10-inch		\$162,600.10	\$680,872.57 <u>723,046.20</u>
12-inch		\$241,096.70	\$979,417.17 <u>1,040,442.86</u>
Residential:			
Single Dwelling (per unit)	\$2,825.77 <u>2,967.06</u>	\$1,121.38	\$5,886.866 <u>237.27</u>
Multi Family (2-4 units) (per unit)	\$2,259.74 <u>2,372.73</u>	\$1,121.38	\$5,886.866 <u>237.27</u>
Apartment/Mobile Home (per unit)	\$1,842.61 <u>1,934.74</u>	\$1,121.38	\$5,886.866 <u>237.27</u>

*Sewer Capacity – Non Residential: Average gallons per day @ ~~\$13.67~~14.35 per gallon

*Water Capacity – Residential/Multi Family/Apartment/Mobile Home: If meter size greater than 5/8" x 3/4" charge by meter size.

MASTER FEE SCHEDULE

>>MARINA<<

DESCRIPTION	FEE	ACCT CODE
MARINA FEES:		
Credit Check Fee (Non-refundable. Fee includes staff time to process)	\$25.00/each	631-2410.44830
*Open berths (length of boat, all overhangs included, or berth, whichever is greater) per month. Does not include electric power. <u>Effective 10-01-22</u>	\$6.00 <u>6.30</u> /ft/month	631-2410.44830
*Covered berth (length of boat, all overhangs included, or berth, whichever is greater) per month. Does not include electric power. <u>Effective 10-01-22</u>	\$7.50 <u>7.90</u> /ft/month	631-2410.44830
Electric Sub Meter charge/month, at PG&E prevailing rates for the type of service, adjusted for time of year.	Charge at PG&E established rates per kwh for the type of service, adjusted for time of year	631-2410.44830
Skiff berths: Open boat only. Maximum length overall (LOA) with all extensions, including outboard motor in the stored (up) position.		631-2410.44830
Maximum 198' and less LOA/month	\$ 50.00	
Maximum 20-21' LOA/month	\$ 80.00	
Maximum 22-24' LOA/month	\$100.00	
<u>Late Payment Fee (Payments received after the 15th of the month)</u>	<u>10% of Statement/\$10.00 minimum</u>	
Kayak Facility Use	\$ 30.00/month	631-2410.47010
Live aboard fees/month	\$175.00	631-2410.44830
Wait list fee for non-tenants (non-refundable)	\$ 50.00	631-2410.44840
Transient overnight vessels:		631-2410.44830
Marina day use fee	\$ 5.00	
Vessels less than 45'/night	\$ 25.00	
Over 45' and commercial	\$ 35.00	
Dock boxes/month	\$ 5.00	631-2410.47010
Lien sale filing fee	\$100.00 <u>220.00</u>	631-2410.47010
Vessel chaining (impound) fee - each occurrence	\$150.00	631-2410.47010
Vessel de-watering (pumping) fee. First pumping is free; thereafter, charge is \$60.00 <u>150.00/pumping hour</u> + <u>Time-Materials</u> & Equipment.	\$ 60.00 <u>150.00/hour</u> + <u>Time-Materials</u> and Equipment (<u>Fully Burdened Hourly Rate cost of materials and equipment</u>)	631-2410.47010
Labor fee for re-tying, moving, towing, salvaging, repairing, installing, removing, cleaning, etc., per hour (in ½ hour minimum increments)	<u>\$75.00 per ½ hour + Time and Materials and Equipment (Fully Burdened Hourly Rate)</u>	631-2410.47010
Electronic Key/ <u>PIN Code</u> fee (<u>Non-Refundable</u>)	\$ 10.00	631-2410.47010
Boat Launch Fees (per reso 2011/75): Daily rate	\$ 5.00	631-2410.46030
Annual pass (January – December)	\$100.00	631-2410.46030
Jet Ski Dock Rental per month	\$ 60.00	631-2410.44830
Specials: The Public Works Director may offer discounted promotional fees of a limited duration depending on availability		

MASTER FEE SCHEDULE

>>RECREATION AND COMMUNITY SERVICES<<

DESCRIPTION	FEE	ACCT CODE
Senior Bus One-Way Fares	\$ 2.00	218-4310.46140
Late fee for not picking up children at scheduled release time - \$5.00 per 5-minute interval per child	\$ 5.00	Various
<u>Refund Service Charge (applicable to customer-initiated cancellations for activities or memberships)</u>	<u>\$ 7.00</u>	
<u>Activity/Facility Rental Fees:</u> Activity/Facility Rental Fees are set to cover all direct costs and indirect costs as approved in the Fee and Pricing Policy including but not limited to instructors, staff, materials, contracted services, and necessary overhead.	Fees set to cover costs as approved in the Fee and Pricing Policy \$12.00 added for non-resident participation and non-AUSD participation	Various
<u>FACILITY USE DEPOSITS, LATE FEES, AND CONTRACT MODIFICATION FEES:</u>		
Facility Deposit- <u>Dining Capacity 71 and above</u> (refundable at 100% compliant)	\$500.00	219-0000.22000
<u>Facility Deposit-Dining Capacity 70 and under (refundable at 100% compliant)</u>	<u>\$200.00</u>	<u>219-0000.22000</u>
Police Response Deposit (refundable at 100% compliant)	\$500.00	219-0000.22000
Alcohol Use Permit – Outdoor Picnic Areas/Group Use (non-refundable)	\$ 20.00	Various
Alcohol Use Permit-Indoor Facilities/Private, Group, Organization Use (non-refundable)	\$ 200.00	
Security Guard (non-refundable) —All events serving any alcohol require security guards. City provides security guards based on attendance. Refer to Rental Policies and Procedures for the number of security guards required.	\$—38.00/hr per guard	
Contract Modification		
7 Days After Contract Approval	\$ 75.00	
Less Than 14 Days Prior to Event	\$100.00	
Modification is not available less than 7 days	\$100.00	
Late Fee for Unpaid Balance per the Contract Schedule	\$ 75.00 plus additional penalties outlined in contract schedule of payment	
Event/Contract Cancellation Fee		
Deposits, alcohol permits, security guards , late fees and contract modification fees apply to all Recreation facilities and designated programs		
<u>Non-Profit* Discount for the Following Facilities:</u>		
Antioch Community Center Multi-Use Rooms	25% discount off of the room rental rate	
Antioch Water Park Community/Multi-Use Room		
Nick Rodriguez Community Center		
<u>Antioch Senior Center Multi-Use Rooms</u>		
*Must provide proof of IRS Designation as 501 (c) (3) Or public agency		

MASTER FEE SCHEDULE

>>>RECREATION AND COMMUNITY SERVICES<<

[illegible]

MASTER FEE SCHEDULE

>>RECREATION AND COMMUNITY SERVICES<<

DESCRIPTION	FEE	ACCT CODE
<u>Antioch Community Center Fees (Cont.):</u>		
Amphitheatre		
Per Hour	\$ 135.00	
Companion use with Community Hall per hour; two hour minimum	\$ 100.00	
Arbor Use Per Day	\$ 100.00	
Full Service Catering Kitchen		
With Community Hall One Time Fee	\$ 107.00	
Individual Rental Per Hour	\$ 53.00	
Ballroom Projector and Screen Per Day	\$ 78.00	
Ballroom Screen Only Per Day	\$ 26.00	
West Island Projector and Screen Per Day	\$ 53.00	
West Island Screen Only Per Day	\$ 23.00	
Podium Per Day	\$ 20.00	
Portable Bar Per Day	\$ 30.00	
Regular Microphone Per Day	\$ 12.00	
Wireless Microphone Per Day	\$ 16.00	
<u>Picnic Area Group Use Fees:</u>		
Alcohol Permit Required (refer to page 18)		219-4450.46135
<u>Bounce House/Air Jumper Permit Required</u>	<u>\$ 20.00</u>	
<u>Neighborhood park picnic areas are available to reserve on a daily basis</u>	<u>\$ 10.00 per table</u>	
<u>Jensen Family Picnic Grove Fees:</u>		
Picnic Rental Areas: Three picnic areas are available to rent on a daily basis. Applicants may reserve any combination of picnic areas that fit their needs. (All areas combined will accommodate 160 guests)		
Area 4, Capacity 40		
Full Day (8am to dusk)	\$ 50.00	
Area 3, Capacity 50		
Full Day (8am to dusk)	\$ 65.00	
Area 2, Capacity 70		
Full Day (8am to dusk)	\$ 90.00	
<u>Picnic Cancellation Fees (must be at least 7 days in advance)</u>	<u>\$ 10.00</u>	
<u>Prewett Park Outdoor Grand Plaza Fees:</u>		
Plaza Area – Capacity 120		219-4495.44810
Per Hour, 2 Hour Minimum	\$ 45.00	
Full Day (8am to dusk)	\$ 200.00	
<u>Waldie Plaza Use Fees:</u>		
Waldie Plaza is available for rent on a daily basis; ideal for community events and citywide gathering. Rental application subject to City review and may require additional fees and/or permits.		
Monday-Thursday		
Full Day (8am to dusk)	\$1,750.00	
Friday, Saturday, Sunday	\$2,000.00	
<u>Athletic Fields Fees:</u>		
<u>Day Use - 1 hour minimum</u>		
<u>Night Use – 2 hour minimum</u>		
<u>Facility Closure Fee</u>	\$15 for every 15 minutes after the end time for field use	219-4450.46135

MASTER FEE SCHEDULE

>>RECREATION AND COMMUNITY SERVICES<<

DESCRIPTION	FEE	ACCT CODE
<u>Athletic Fields Fees (Cont.):</u>		
City Park		
Adult – Day Use Per Hour	\$ 20.00	
Youth – Day Use Per Hour	\$ 10.00	
Adult & Youth – Night Use (includes lights) Per Hour	\$ 50.00	
Community Park		
Adult & Youth – Day Use Per Hour	\$ 27.00	
Adult & Youth – Night Use (includes lights) Per Hour	\$ 60.00	
<u>Field Drag</u>	<u>\$ 48.00</u>	
Security Deposit (per field)	\$150.00	<u>219-0000.22000</u>
<u>Cancellation Fees</u>		
30 day notice – Administrative Fee	\$ 35.00	
Less than 30 days notice – Security Deposit	\$100.00	
<ul style="list-style-type: none"> • Half (½) Gym 		219-4495.44810
Adult Use Per Hour	\$ 35.00	
Youth Use Per Hour	\$ 29.00	
<ul style="list-style-type: none"> • Full Gym 		
Adult Use Per Hour	\$ 57.00	
Youth Use Per Hour	\$ 45.00	
Adult Saturday/Sunday	\$ 80.00	
Youth Saturday/Sunday	\$ 66.00	
Scoreboard Rental Per Day	\$ 26.00	
Security Deposit for Tournaments	\$250.00	219-0000.22000
<u>Antioch Water Park Fees:</u>		
Daily Admission – Weekend/Holidays	\$ 16.00	219-4630.46110
Daily Admission - Weekday	\$ 14.00	
Daily Admission - After 4:00 pm	\$ 8.00	
Active Military with current ID	\$ 8.00	
Seniors Adults 62 and older	\$ 8.00	
Antioch Resident Season Pass	\$ 75.00	219-4630.46112
Antioch Resident Season Pass – Early Discount	\$ 60.00	219-4630.46112
Purchased before Opening Day		
Non-Resident Season Pass	\$ 92.00	219-4630.46124
Non-Resident Season Pass – Early Discount Purchased	\$ 72.00	219-4630.46124
before Opening Day		
Group Rates		
Weekend – 10 or more	\$ 14.00	
Weekday – 10 or more	\$ 12.00	
Weekday – 50 or more	\$ 11.00	
Weekend with water park multi-use room rental	\$ 12.00	
Complete Park Buy-Out Private Use		219-4630.46122
Weekday Before 4:00pm Per Hour, 3 Hr Minimum	\$ 685.00	
Evenings After 4:00Pm Per Hour, 3 Hr Minimum	\$ 740.00	
Weekends, 3 Hr Minimum	\$ 740.00	

MASTER FEE SCHEDULE

>>RECREATION AND COMMUNITY SERVICES<<

DESCRIPTION	FEE	ACCT CODE
Boulder Cove Per Hour	\$ 260.00	219-4630.46122
Prewett Peak Per Hour	\$ 191.00	
Sport Pool Per Hour	\$ 191.00	
Tad Pool Per Hour	\$ 100.00	
Cattail Harbor Spray Ground	\$ 191.00	
Lap/Lesson Pool Per Hour	\$ 160.00	
Additional Lifeguard Fee Per Hour	\$ 25.00	
Lost Season Pass (new card issued)	\$ 15.00	
Locker Rental – Small	\$ 4.00	
Locker Rental - Large	\$ 6.00	
Lost locker key	\$ 25.00	
Discount for Recurring Pool Rentals for Swim User Groups	50%	219-4630.47010
*Must be non-profit and book more than 10 dates to qualify		
Deposits, late fees and contract modification fees apply		
Complete Park Buy-Out	\$ 500.00	
Partial Pool Rental (refundable at 100% compliant)	\$ 100.00	
<u>Antioch Water Park Community Multi-Use Room Fees:</u>		219-4630.44810
Multi Use Room with Patio per hour	\$ 133.00	
-May 15th to September 15th per hour/10 hour	\$ 153.00/1,377.00	
Projector and Screen Per Day	\$ 43.00	
Screen Only Per Day	\$ 20.00	
Podium Per Day	\$ 20.00	
Regular Microphone Per Day	\$ 12.00	

>>MISCELLANEOUS<<

DESCRIPTION	FEE	ACCT CODE
Business License Application Fee	\$ 25.00	100-1250.41150
Business License Renewal Fee	\$ 10.00 – waived if renewed on-line by due date only	100-1250.41150
Business License Certificate Reprint Fee	\$ 10.00 (on certificate paper)	100-1250.47010
Business License Stickers on vehicles, taxicabs	\$ 5.00 each	100-1250.47010
Processing of Criminal Complaint	staff time, attorneys' fees and court costs	100-1250.41140

MASTER FEE SCHEDULE

>>MISCELLANEOUS<<

DESCRIPTION	FEE	ACCT CODE
Drainage Fee Processing of Total Districts: D-55 D-56 J-29 D-29 DA-130	½ of 1% ½ of 1% ½ of 1% ½ of 1% ½ of 1%	100-1250.46400
Fire Protection Fees, % of revenue	1%	100-1250.46400
COBRA Administration fees, % of premium	2%	100-1250.46400
Returned or rejected items charges	\$ 50.00	100-1250.47010
Staff Time Fully Burdened Hourly Billable Rates	As outlined in Hourly Rate Detail report on file in Finance	Various
Block Party Permit	Deposit for barricades	
Board of Administrative Appeals Fee	\$ 50.00 – refundable if appeal successful	100-1250.46400
Appeal to Planning Commission	\$ 920.00 per appeal (non-refundable)	100-1250.46400
Appeal to City Council of Commission Decision	\$ 2,340.00 per appeal (non-refundable); Deposit Project – charge fully burdened hourly rates for all staff time involved	100-1250.46400
Citation Appeals Fee (pursuant to Section 1-5.05 of AMC)	Deposit equal to amount of fine	
Release of Special Assessment Lien	\$ 135 per release plus additional fees from other agencies	Various
Lien Processing Charge	\$270.00 plus additional fees from other agencies	Various
Delinquent charges will be assessed on unpaid invoices over 30 days, % Of unpaid amount	5% of unpaid amount	100-1250.46400
<u>Other Service Charges</u>		
Agenda Mailing/year	\$ 48.00	100-1140.47010
Minutes Mailing/year	\$ 48.00	100-1140.47010
Business License List – current active listing, per list	\$ 50.00	100-1250.47010
Business License Labels	\$ 75.00	100-1250.47010
New Business List – per month	\$ 5.00	100-1250.47010
New Business List – prepaid for year	\$ 60.00	100-1250.47010
Master Fee Resolution	\$ 6.00	100-1250.47010
Financial Reports	\$ 20.00	100-1220.47010
City Budget	\$ 20.00	100-1250.47010
Candidate Filing Fee	\$ 25.00 – limited by State law	100-1140.47010
Initiative Fee	\$200.00 - Fee to be refunded to filer if, with one year of the date of filing notice of intent, the elections office certifies the sufficiency of petition	100-1140.47010
Copies - letter/legal size: Four pages or less Five pages or more	free \$ 0.20 per page (\$1 minimum)	Various
Copies – FPPC reports	\$ 0.10 per page	100-1140.47010
Electronic File Copy (Audio/Video/CD/DVD/USB)	\$ 10.00 per device	Various
GIS maps	\$ 40.00 (plain paper) \$ 50.00 (glossy paper)	573-1435.46010 573-1435.46010
Document Certification	\$ 20.00 per document	Various
Records & Information Research (not subject to the Public Records Act or subpoena)	Fully burdened hourly cost of staff involved	Various



MASTER FEE SCHEDULE

>>MISCELLANEOUS<<

DESCRIPTION	FEE	ACCT CODE
Council Chambers Governmental Uses: Audio/Visual Technician & equipment rental rate/hour Deposit (refunded after walk-thru to verify clean and no equipment is missing)	Actual cost paid to technician by renter of Council Chambers \$100.00	
Special Event/Assembly/Parade Application Fee	\$140.00	100-1250.47010
Parade Permit	\$ 1,435 fee plus the actual cost of staff involved and any outside costs (if approved)	
<p>Senior Discounts are offered for the following:</p> <ol style="list-style-type: none">1. Waiver of the monthly water service charge (for accounts with established discount prior to April 26, 2011)2. 50% discount on dog licenses (with proof of discount from Republic Services)3. Garbage service (application mailed directly to Republic Services for consideration) <p>Requirements to qualify for the senior discount are as follows:</p> <ol style="list-style-type: none">1. Sixty-two (62) years of age or older and total household income of no more than the very low income limits for 1 person tied to the Oakland-Fremont area as established by the U.S. Department of Housing and Urban Development Program Income Limits. Household income includes Social Security and all retirement benefits. In the case of a husband and wife, it is the total yearly amount of income earned; OR2. Disabled as established by the Social Security Administration Supplemental Income Program for the aged, blind, and disabled.		

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ruthann G. Ziegler, Special Counsel

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

SUBJECT: Resolution for Approval of Cannabis Operating Agreement for Delta Family Pharms, Inc.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the operating agreement for Delta Family Pharms, Inc.

FISCAL IMPACT

Approval of the operating agreement will result in increased revenue to the City and the social equity program supported by the operating agreement from Delta Family Pharms' business.

DISCUSSION

Delta Family Pharms holds Cannabis Business Use Permit UP 20-05 and AR 20-16, approved by the City Council on January 12, 2021. Rick Hoke, who operates Delta Dispensary, is one of three principals with Delta Family Pharms; the other two are Rich Hoke and Dustin Hoke. Delta Family Pharms would engage in cannabis cultivation. It is likely that Delta Family Pharms would produce cannabis for manufacturing by Delta Labs and/or for retail sale by Delta Dispensary.

Delta Family Pharms would be located at 2101 W. 10th Street, Suites G, H, and I. This is the same building complex where Delta Dispensary is located and where Delta Labs, Inc. and KWMA Collective propose to locate.

Before Delta Family Pharms can begin operations, it must obtain City Council approval of its operating agreement. The draft operating agreement (Exhibit 1 to Attachment A) is consistent with the City's standard operating agreement for cannabis businesses. Delta Family Pharms has indicated it agrees with the terms and conditions of the proposed operating agreement.

The proposed recipient of the social equity program is the East Contra Costa Family Justice Center, which is in Antioch. A copy of the Justice Center's proposed social equity program is attached hereto as Attachment B.

Standard terms of the operating agreement include:

- The operating agreement's term is ten years with two possible five-year extensions. Delta Family Pharms agree not to operate if the Agreement is not in effect.
- The Police Chief has discretion to require changes to the business to protect public health and safety.
- The City Manager may impose additional mitigation measures relating to public health and safety.
- Delta Family Pharms will begin paying a percentage of gross revenue to the City as of the 15th of the month following the City issuing the Certificate of Occupancy for the City, and monthly thereafter. A business paying a fee based on square footage shall pay that fee, based on existing square footage, at the end of each year.
- The operating agreement shall be reviewed annually by City staff or a third party selected by the City.
- The operating agreement includes provisions relating to indemnification of the City and insurance protecting the City.
- The revenue to be paid to the City is set forth in Exhibit C to the operating agreement, which provides:

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot) *	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit may be reduced by the following amount if the Operator employs on a full-time basis the following numbers of Antioch residents:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

ATTACHMENTS

- A. Resolution of Approval for Operating Agreement for Delta Family Pharms
Exhibit 1 to Attachment A - Operating Agreement for Delta Family Pharms
- B. Social Equity Program (Generations Connect) for East County Contra Costa
Family Justice Center

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CANNABIS OPERATING AGREEMENT FOR DELTA FAMILY
PHARMS, INC.

WHEREAS, on January 12, 2021, by Resolution No. 2021/01, the City Council approved Cannabis Business Use Permit No. 20-05 and related AR 20-16 for Delta Family Pharms, Inc. to operate a cannabis business within the City on the terms and conditions set forth therein;

WHEREAS, each cannabis business must obtain City Council approval of an operating agreement and execute the Agreement prior to beginning operations as a cannabis business;

WHEREAS, the City Council has reviewed the attached Operating Agreement, and received public comment on it at its May 24, 2022 meeting;

WHEREAS, the City Council finds that the attached Operating Agreement will benefit the Antioch community by producing revenue for the City and its goals;

WHEREAS, the City Council finds that the attached Operating Agreement will benefit the Antioch community by the Operator committing to provide additional funding for programs to address community needs within Antioch; and

WHEREAS, the City Council finds that the attached Operating Agreement with the approved use permit for the cannabis business will not only benefit the community includes adequate provisions to protect public health and safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the attached Operating Agreement and authorizes the City Manager to execute it 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 24th day of May, 2022, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attn: City Clerk

Exempt from recording fee per Government Code §6103

OPERATING AGREEMENT

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and Delta Family Pharms, Inc., a California corporation ("**Operator**"), whose address is 2101 W. 10th Street, Suites G, H, and I, Antioch, California 94509. City and Operator may be referenced herein as "**Party**" or collectively as "**Parties**."

RECITALS

- A. Operator submitted an application for approval of a use permit and design review for a cannabis business, as further detailed herein.
- B. On January 12, 2021, by Resolution No. 2021-01, the City Council approved a Cannabis Business Use Permit and related Design Review to operate cannabis business UP 20-05 and AR 20-16 ("**CBUP**"). A copy of the CBUP is attached hereto as **Exhibit A** and incorporated herein. The CBUP relates to the Site, as described in **Exhibit B**, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On _____, 2022, the City Council adopted Resolution _____ approving this Agreement.

AGREEMENT

1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
 - a. Agreement—This Agreement between the City and Operator.

b. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City’s ordinances, resolutions, rules, and regulations, as each statute, regulation, regulation, rule, Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. Business Operations—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. Cannabis—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. Cannabis Business Use Permit—the Cannabis Business Use Permit, attached hereto as **Exhibit A**, as approved by City Council Resolution No. 2021-01.

f. City—the City of Antioch, California.

g. City Attorney—the City Attorney of the City.

h. City Council—the City Council of the City.

i. City Manager—the City Manager of the City.

j. Operator—Delta Family Pharms.

k. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. Gross Receipts—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from “gross receipts” are the following:

- Cash discounts allowed and taken on sales
- Credit allowed on property accepted as part of the purchase price and which property may later be sold
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or

trustee furnishes to the City the names and addresses of the others and the amounts paid to them

- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in Exhibit B, attached hereto.

r. Square Footage under Cultivation--the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis business is authorized to cultivate by this Agreement or the CBUP, without deducting for unutilized square footage.

s. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8:00 a.m. to 8:00 p.m. There are no other hours' restrictions on the Business Operations, including delivery.

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security measures at any time upon the Department's finding that existing security measures are insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

6. Fees.

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City may provide thirty (30) days' prior written notice to Operator as to any unpaid City fees. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in Exhibit C, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15th of each month or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with each payment required by this section a report on a form provided by the Operator and approved by the City which lists the gross receipts for the period, any adjustments to the gross receipts and basis therefor, the gross receipts subject to the percentages set forth in Exhibit C, the square footage cultivated for the period, and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may compute and determine the amount of the fees to paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information

in City's possession, or that may come into City's possession within three years of the date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

7. Social Equity Program.

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator shall prepare a written Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in Exhibit D, attached hereto and incorporated herein. Operator shall provide a written report, semi-annually, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator also agrees to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney determines that Operator's Equity Plan does not adequately achieve the City's goals as set forth herein, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

8. Applicable Law. At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default.

9. Default.

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the

facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager to address the Default.

b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.
- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

10. Record Keeping. Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

11. Annual Review. In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a minor amendment to allow for such review. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

12. Amendments. This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve a Minor Amendment to this Agreement or to refer such Minor Amendment to the Council for review and possible

action. The City Council, at a duly noticed public meeting, shall have the discretion to approve a Major Amendment or a Minor Amendment, which has been referred to the Council.

13. Assignment. City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

14. Indemnification. Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

15. Insurance.

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000.)

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.

d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

16. Notices. Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Manager

If by U.S. mail:

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

Attn: City Manager

With a copy to:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Attorney

If by U.S. mail:

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

Attn: City Attorney

To Operator:

Delta Family Pharms
2101 W. 10th Street, Suites G, H, and I
Antioch CA 94509
Attn: Rick Hoke

17. **Miscellaneous**

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would the frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no event shall Operator be entitled to recover damages against City for breach of this Agreement.

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified I such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF _____, 2022.

CITY OF ANTIOCH

DELTA FAMILY PHARMS, INC.

Cornelius H. Johnson, Interim City Manager

Attest:

Elizabeth Householder, City Clerk

Approved as to form:

Thomas Lloyd Smith, City Attorney

EXHIBIT A

[to be attached]

EXHIBIT B

The Site is located at 2101 W. 10th Street, Suites G, H, and I, Antioch CA 94509 and is APN 074-051-005.

EXHIBIT C

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot)*	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

Example: If the revenue due to the City from Operator, based on gross receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

EXHIBIT D

Operator will donate a percentage of gross receipts to programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents.

Consistent with this goal, Operator will provide to the East Contra Costa Family Justice Center, a 501 (c)(3) non-profit corporation, the following funding: 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter of gross receipts, paid consistent with the terms of the Operating Agreement.

Operator's funding will help the Justice Center develop and implement a "Generations Connect" program to work with Antioch youth, in coordination with adults, to develop various life skills, knowledge and community and cross-generational connections.

Generations Connect (12/15/21)

The Contra Costa Family Justice Alliance (DBA the Family Justice Center) operates three warm and welcoming one-stop centers where 60+ co-located direct-service partners provide a full range of trauma-informed services for survivors affected by interpersonal violence (IPV), including domestic violence, sexual assault, child abuse, elder abuse, and human trafficking. Its mission is to bring the community together to support healing for survivors of violence, and to integrate capable service partners to renew individuals and the community from the traumas of interpersonal violence. **Our East County Center in Antioch opened its doors in 2019.**

Generations Connect is a youth-led social action program that fosters intergenerational community connections and cultivates youth leadership as protective factors against interpersonal violence. The Contra Costa Family Justice Center and the Black Neighborhood partnered to create the program, believing that everyone at every age can help build safe communities free of violence. It creates a range of opportunities for underserved youth of color to deepen their skills as leaders, network-builders, and change agents helping to prevent violence.

We will launch a new Generations Connect cohort in 2022. The new cohort will consist of 10 Antioch teens who will participate in a 10-week leadership development program. We will focus our recruitment efforts on youth from under-resourced communities. During the 10-week program, teens will lead a “design thinking” process to plan and implement two community violence-prevention projects with support from their adult allies. They will build skills, knowledge, and connections across generations. They will learn about intergenerational community building; leadership development; and policy advocacy.

This program will also engage adult allies, including seniors/older adults, and the County’s Family Violence Prevention task force. Adult allies play an important role in Generations Connect by providing support and mentorship to youth throughout the program. Youth will attend meetings with, and present their projects to, the Family Violence Prevention Task Force, which oversees the “Contra Costa Call to Action” violence prevention plan, a countywide strategy to prevent interpersonal violence. Generations Connect was developed in response to this “Call to Action.”

Goals

- 1) Develop opportunities for intergenerational interaction and cultivate empathy across generations.
- 2) Cultivate youth leaders and foster community connectedness as protective factors against interpersonal violence.
- 3) Give youth opportunities to work from real-life experiences and apply learning directly to their everyday lives.

Outcomes

The Generations Connect program will bring about the following outcomes:

- 1) Changes in connection, meaningful relationships, belonging between generations.
- 2) Changes in skills and knowledge: Teens will build communication, teamwork, and network-building skills. Teens will also build skills in meeting facilitation, listening, storytelling, communications and messaging, community needs assessment, and online safety.
- 3) Changes in participants' sense of purpose, engagement, contribution (empowerment and leadership): Strengthen leadership capacity of Antioch teens and increase youth voice.

We will measure these outcomes by surveys and an ongoing team assessment process.

Outputs

Each teen will complete a short video of their interview of family members of other generations about what could be done to have safe and healthy relationships.

The cohort will develop a presentation to make to senior centers and groups in Antioch and make at least one presentation. This project will involve needs assessment and curriculum design.

Timeline

March: Outreach and recruitment starts; recruit at the Teen conference in partnership with Antioch All Children Thrive

April: Launch and learning

May: Work on community projects

June: Graduation and celebration; evaluation and reporting

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ruthann G. Ziegler, Special Counsel

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

SUBJECT: Resolution for Approval of Cannabis Operating Agreement for Delta Labs, Inc.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the operating agreement for Delta Labs, Inc.

FISCAL IMPACT

Approval of the operating agreement will result in increased revenue to the City and the social equity program supported by the operating agreement from Delta Labs' business.

DISCUSSION

Delta Labs holds Cannabis Business Use Permit UP 21-06, approved by the City Council on November 23, 2021. Rick Hoke, who operates Delta Dispensary, is one of four principals with Delta Labs; the other three are Rich Hoke, Dustin Hoke, and Erin Page. Delta Labs would engage in cannabis manufacturing, with non-volatile chemicals. It is likely that Delta Labs would obtain cannabis from Delta Family Pharms and possibly KWMA Collective; the product would likely be sold at Delta Dispensary.

Delta Labs would be located at 2101 W. 10th Street, Suite A. This is the same building complex where Delta Dispensary is located and where Delta Family Pharms and KWMA Collective propose to locate.

Before Delta Labs can begin operations, it must obtain City Council approval of its operating agreement. The draft operating agreement (Exhibit 1 to Attachment A) is consistent with the City's standard operating agreement for cannabis businesses. Delta Labs has indicated it agrees with the terms and conditions of the proposed operating agreement.

The proposed recipient of the social equity program is the East Contra Costa Family Justice Center, which is in Antioch. A copy of the Justice Center's proposed social equity program is attached as Attachment B.

Standards terms of the operating agreement include:

- The operating agreement's term is ten years with two possible five-year extensions. Delta Labs agrees not to operate if the operating agreement is not in effect.
- The Police Chief has discretion to require changes to the business to protect public health and safety.
- The City Manager may impose additional mitigation measures relating to public health and safety.
- Delta Labs will begin paying a percentage of gross revenue to the City as of the 15th of the month following the City issuing the Certificate of Occupancy, and monthly thereafter. A business paying a fee based on square footage shall pay that fee, based on existing square footage, at the end of each year.
- The operating agreement shall be reviewed annually by City staff, or a third party selected by the City.
- The operating agreement includes provisions relating to indemnification of the City and insurance protecting the City.
- The revenue to be paid to the City is set forth in Exhibit C to the operating agreement, which provides:

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot) *	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit may be reduced by the following amount if the Operator employs on a full-time basis the following numbers of Antioch residents:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

ATTACHMENTS

- A. Resolution of Approval for Operating Agreement for Delta Labs, Inc.
Exhibit 1 to Attachment A - Operating Agreement for Delta Labs, Inc.
- B. Social Equity Program (Generations Connect) for East County Contra Costa
County Family Justice Center

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CANNABIS OPERATING AGREEMENT FOR DELTA LABS, INC.**

WHEREAS, on November 23, 2021, by Resolution No. 2021-183, the City Council approved Cannabis Business Use Permit No. 21-06 for Delta Labs, Inc. to operate a cannabis business within the City on the terms and conditions set forth therein;

WHEREAS, each cannabis business must obtain City Council approval of an operating agreement and execute that Agreement prior to beginning operations as a cannabis business;

WHEREAS, the City Council has reviewed the attached Operating Agreement, and received public comment on it, at its May 24, 2022 meeting;

WHEREAS, the City Council finds that the attached Operating Agreement will benefit the Antioch community by producing revenue for the City and its goals;

WHEREAS, the City Council finds that the attached Operating Agreement will benefit the Antioch community by the Operator committing to provide additional funding for programs to address community needs within Antioch; and

WHEREAS, the City Council finds that the attached Operating Agreement in combination with the approved use permit for the cannabis business will not only benefit the community but also includes adequate provisions to protect public health and safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the attached Operating Agreement and authorizes the City Manager to execute the agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 24th day of May, 2022, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

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

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attn: City Clerk

Exempt from recording fee per Government Code §6103

OPERATING AGREEMENT

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and Delta Labs, Inc., a California corporation ("**Operator**"), whose address is 2101 W. 10th Street, Suite A, Antioch, California 94509. City and Operator may be referenced herein as "**Party**" or collectively as "**Parties**."

RECITALS

- A. Operator submitted an application for approval of a use permit and design review for a cannabis business, as further detailed herein.
- B. On November 23, 2021, by Resolution No. 2021/183, the City Council approved a Cannabis Business Use Permit to operate cannabis business UP 21-06 ("**CBUP**"). A copy of the CBUP is attached hereto as **Exhibit A** and incorporated herein. The CBUP relates to the Site, as described in **Exhibit B**, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On _____, 2022, the City Council adopted Resolution _____ approving this Agreement.

AGREEMENT

1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
 - a. Agreement—This Agreement between the City and Operator.

b. **Applicable Law**—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City’s ordinances, resolutions, rules, and regulations, as each statute, regulation, regulation, rule, Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. **Business Operations**—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. **Cannabis**—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. **Cannabis Business Use Permit**—the Cannabis Business Use Permit, attached hereto as **Exhibit A**, as approved by City Council Resolution No. 2021/183.

f. **City**—the City of Antioch, California.

g. **City Attorney**—the City Attorney of the City.

h. **City Council**—the City Council of the City.

i. **City Manager**—the City Manager of the City.

j. **Operator**—Delta Labs, Inc.

k. **Fees**—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. **Gross Receipts**—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from “gross receipts” are the following:

- Cash discounts allowed and taken on sales
- Credit allowed on property accepted as part of the purchase price and which property may later be sold
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or

trustee furnishes to the City the names and addresses of the others and the amounts paid to them

- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in **Exhibit B**, attached hereto.

r. Square Footage under Cultivation--the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis business is authorized to cultivate by this Agreement or the CBUP, without deducting for unutilized square footage.

s. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8:00 a.m. to 8:00 p.m. There are no other hours' restrictions on the Business Operations, including delivery.

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security measures at any time upon the Department's finding that existing security measures are insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

6. Fees.

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City may provide thirty (30) days' prior written notice to Operator as to any unpaid City fees. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in **Exhibit C**, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15th of each month or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with each payment required by this section a report on a form provided by the Operator and approved by the City which lists the gross receipts for the period, any adjustments to the gross receipts and basis therefor, the gross receipts subject to the percentages set forth in Exhibit C, the square footage cultivated for the period, and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may compute and determine the amount of the fees to paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information

in City's possession, or that may come into City's possession within three years of the date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

7. Social Equity Program.

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator shall prepare a written Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in Exhibit D, attached hereto and incorporated herein. Operator shall provide a written report, semi-annually, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator also agrees to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney determine that Operator's Equity Plan does not adequately achieve the City's goals as set forth herein, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

8. Applicable Law. At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default.

9. Default.

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the

facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager to address the Default.

b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.
- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

10. Record Keeping. Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

11. Annual Review. In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a minor amendment to allow for such review. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

12. Amendments. This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve a Minor Amendment to this Agreement or to refer such Minor Amendment to the Council for review and possible

action. The City Council, at a duly noticed public meeting, shall have the discretion to approve a Major Amendment or a Minor Amendment, which has been referred to the Council.

13. Assignment. City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

14. Indemnification. Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

15. Insurance.

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000.)

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.

d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

16. Notices. Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Manager

If by U.S. mail:

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

Attn: City Manager

With a copy to:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Attorney

If by U.S. mail:

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

Attn: City Attorney

To Operator:

Delta Labs, Inc.
2101 W. 10th Street, Suite A
Antioch CA 94509
Attn: Rick Hoke

17. Miscellaneous

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no event shall Operator be entitled to recover damages against City for breach of this Agreement.

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement

EXHIBIT 1 TO ATTACHMENT A

by the other party shall not constitute waiver of such party's right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified I such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF _____, 2022

CITY OF ANTIOCH

DELTA LABS, INC.

Cornelius H. Johnson, Interim City Manager

Attest:

Elizabeth Householder, City Clerk

Approved as to form:

Thomas Lloyd Smith, City Attorney

EXHIBIT A

[to be attached]

EXHIBIT B

The Site is located at 2101 W. 10th Street, Suite A, Antioch CA 94509 and is APN 074-051-005.

EXHIBIT C

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot)*	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

Example: If the revenue due to the City from Operator, based on gross receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

EXHIBIT D

Operator will donate a percentage of gross receipts to programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents.

Consistent with this goal, Operator will provide to the East Contra Costa Family Justice Center, a 501 (c)(3) non-profit corporation, the following funding: 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter of gross receipts, paid consistent with the terms of the Operating Agreement.

Operator's funding will help the Justice Center develop and implement a "Generations Connect" program to work with Antioch youth, in coordination with adults, to develop various life skills, knowledge and community and cross-generational connections.

Generations Connect (12/15/21)

The Contra Costa Family Justice Alliance (DBA the Family Justice Center) operates three warm and welcoming one-stop centers where 60+ co-located direct-service partners provide a full range of trauma-informed services for survivors affected by interpersonal violence (IPV), including domestic violence, sexual assault, child abuse, elder abuse, and human trafficking. Its mission is to bring the community together to support healing for survivors of violence, and to integrate capable service partners to renew individuals and the community from the traumas of interpersonal violence. **Our East County Center in Antioch opened its doors in 2019.**

Generations Connect is a youth-led social action program that fosters intergenerational community connections and cultivates youth leadership as protective factors against interpersonal violence. The Contra Costa Family Justice Center and the Black Neighborhood partnered to create the program, believing that everyone at every age can help build safe communities free of violence. It creates a range of opportunities for underserved youth of color to deepen their skills as leaders, network-builders, and change agents helping to prevent violence.

We will launch a new Generations Connect cohort in 2022. The new cohort will consist of 10 Antioch teens who will participate in a 10-week leadership development program. We will focus our recruitment efforts on youth from under-resourced communities. During the 10-week program, teens will lead a “design thinking” process to plan and implement two community violence-prevention projects with support from their adult allies. They will build skills, knowledge, and connections across generations. They will learn about intergenerational community building; leadership development; and policy advocacy.

This program will also engage adult allies, including seniors/older adults, and the County’s Family Violence Prevention task force. Adult allies play an important role in Generations Connect by providing support and mentorship to youth throughout the program. Youth will attend meetings with, and present their projects to, the Family Violence Prevention Task Force, which oversees the “Contra Costa Call to Action” violence prevention plan, a countywide strategy to prevent interpersonal violence. Generations Connect was developed in response to this “Call to Action.”

Goals

- 1) Develop opportunities for intergenerational interaction and cultivate empathy across generations.
- 2) Cultivate youth leaders and foster community connectedness as protective factors against interpersonal violence.
- 3) Give youth opportunities to work from real-life experiences and apply learning directly to their everyday lives.

Outcomes

The Generations Connect program will bring about the following outcomes:

- 1) Changes in connection, meaningful relationships, belonging between generations.
- 2) Changes in skills and knowledge: Teens will build communication, teamwork, and network-building skills. Teens will also build skills in meeting facilitation, listening, storytelling, communications and messaging, community needs assessment, and online safety.
- 3) Changes in participants' sense of purpose, engagement, contribution (empowerment and leadership): Strengthen leadership capacity of Antioch teens and increase youth voice.

We will measure these outcomes by surveys and an ongoing team assessment process.

Outputs

Each teen will complete a short video of their interview of family members of other generations about what could be done to have safe and healthy relationships.

The cohort will develop a presentation to make to senior centers and groups in Antioch and make at least one presentation. This project will involve needs assessment and curriculum design.

Timeline

March: Outreach and recruitment starts; recruit at the Teen conference in partnership with Antioch All Children Thrive

April: Launch and learning

May: Work on community projects

June: Graduation and celebration; evaluation and reporting

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ruthann G. Ziegler, Special Counsel

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

SUBJECT: Resolution for Approval of Cannabis Operating Agreement for KWMA Collective, LLC

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Operating Agreement for KWMA Collective, LLC.

FISCAL IMPACT

Approval of the Operating Agreement will result in increased revenue to the City and the social equity program supported by the operating agreement from KWMA Collective's business.

DISCUSSION

KWMA Collective holds Cannabis Business Use Permit UP 21-16, approved by the City Council on December 14, 2021. KWMA Collective's managers are Sun Liang, Wei Sheng Xie, and Guang Hui Lin, with the last individual serving as the Chief Executive Officer. KWMA Collective may produce cannabis for manufacturing by Delta Labs and/or for retail sale by Delta Dispensary.

KWMA Collective would be located at 2101 W. 10th Street, Suites E and F. This is the same building complex where Delta Dispensary is located and where Delta Labs, Inc. and Delta Family Pharms propose to locate.

Before KWMA Collective can begin operations, it must obtain City Council approval of its operating agreement. The draft operating agreement (attached as Exhibit 1 to the Resolution of Approval, attached hereto as Attachment A) is consistent with the City's standard Operating Agreement for cannabis businesses. KWMA Collective has agreed to the terms and conditions of the proposed operating agreement.

The proposed recipient of the social equity program is the East Contra Costa Family Justice Center, which is in Antioch. A copy of the Justice Center's proposed social equity program is attached hereto as Attachment B.

Standard terms of the operating agreement include:

- The operating agreement's term is ten years with two possible five-year extensions. KWMA Collective agrees not to operate if the operating agreement is not in effect.
- The Police Chief has discretion to require changes to the business to protect public health and safety.
- The City Manager may impose additional mitigation measures relating to public health and safety.
- KWMA Collective will begin paying a percentage of gross revenue to the City as of the 15th of the month following the City issuing the Certificate of Occupancy for the City, and monthly thereafter. A business paying a fee based on square footage shall pay that fee, based on existing square footage, at the end of each year.
- The operating agreement shall be reviewed annually by City staff or a third party selected by the City.
- The operating agreement includes provisions relating to indemnification of the City and insurance protecting the City.
- The revenue to be paid to the City is set forth in Exhibit C to the operating agreement, which provides:

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot) *	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit may be reduced by the following amount if the Operator employs on a full-time basis the following numbers of Antioch residents:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

ATTACHMENTS

- A. Resolution of Approval for Operating Agreement for KWMA Collective
Exhibit 1 to Attachment A Operating Agreement for KWMA Collective
- B. Social Equity Program (Generations Connect) for East County Contra Costa
Family Justice Center

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CANNABIS OPERATING AGREEMENT FOR KWMA
COLLECTIVE, LLC

WHEREAS, on December 14, 2021, by Resolution No. 2021-196, the City Council approved Cannabis Business Use Permit No. UP 21-16 for KWMA Collective, LLC to operate a cannabis business within the City on the terms and conditions set forth therein;

WHEREAS, each cannabis business must obtain City Council approval of an operating agreement and execute that agreement prior to beginning operations as a cannabis business;

WHEREAS, the City Council has reviewed the attached Operating Agreement, and received public comment thereon, at its May 24, 2022, meeting;

WHEREAS, the City Council finds that the attached Operating Agreement will benefit the Antioch community by producing revenue for the City and its goals;

WHEREAS, the City Council finds that the attached Operating Agreement will benefit the Antioch community by the Operator committing to provide additional funding for programs to address community needs within Antioch; and

WHEREAS, the City Council finds that the attached Operating Agreement in combination with the approved use permit for the cannabis business will not only benefit the community but also includes adequate provisions to protect public health and safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the attached Operating Agreement and authorizes the City Manager to execute same.

* * * * *

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 24th day of May, 2022, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attn: City Clerk

Exempt from recording fee per Government Code §6103

OPERATING AGREEMENT

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and KWMA Collective, LLC, a limited liability company ("**Operator**"), whose address is 2101 W. 10th Street, Suites E and F, Antioch, California 94509. City and Operator may be referenced herein as "**Party**" or collectively as "**Parties**."

RECITALS

- A. Operator submitted an application for approval of a use permit and design review for a cannabis business, as further detailed herein.
- B. On December 14, 2021, by Resolution No. 2021/196, the City Council approved a Cannabis Business Use Permit to operate cannabis business UP 21-16 ("**CBUP**"). A copy of the CBUP is attached hereto as **Exhibit A** and incorporated herein. The CBUP relates to the Site, as described in **Exhibit B**, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On _____, 2022, the City Council adopted Resolution _____ approving this Agreement.

AGREEMENT

- 1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
- 2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
 - a. Agreement—This Agreement between the City and Operator.
 - b. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City's ordinances, resolutions, rules, and regulations, as each statute, regulation, regulation, rule,

Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. Business Operations—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. Cannabis—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. Cannabis Business Use Permit—the Cannabis Business Use Permit, attached hereto as **Exhibit A**, as approved by City Council Resolution No. 2021/196.

f. City—the City of Antioch, California.

g. City Attorney—the City Attorney of the City.

h. City Council—the City Council of the City.

i. City Manager—the City Manager of the City.

j. Operator—KWMA Collective, LLC.

k. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. Gross Receipts—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" are the following:

- Cash discounts allowed and taken on sales
- Credit allowed on property accepted as part of the purchase price and which property may later be sold
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee furnishes to the City the names and addresses of the others and the amounts paid to them
- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in **Exhibit B**, attached hereto.

r. Square Footage under Cultivation--the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis business is authorized to cultivate by this Agreement or the CBUP, without deducting for unutilized square footage.

s. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8:00 a.m. to 8:00 p.m. There are no other hours' restrictions on the Business Operations, including delivery.

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security

measures at any time upon the Department's finding that existing security measures are insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

6. Fees.

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City may provide thirty (30) days' prior written notice to Operator as to any unpaid City fees. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in **Exhibit C**, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15th of each month or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with each payment required by this section a report on a form provided by the Operator and approved by the City which lists the gross receipts for the period, any adjustments to the gross receipts and basis therefor, the gross receipts subject to the percentages set forth in Exhibit C, the square footage cultivated for the period, and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may compute and determine the amount of the fees to paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information in City's possession, or that may come into City's possession within three years of the date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

7. Social Equity Program.

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator shall prepare a written Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in **Exhibit D**, attached hereto and incorporated herein. Operator shall provide a written report, semi-annually, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator also agrees to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney determines that Operator's Equity Plan does not adequately achieve the City's goals as set forth herein, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

8. Applicable Law. At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default.

9. Default.

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager to address the Default.

b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.
- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

10. Record Keeping. Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

11. Annual Review. In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a minor amendment to allow for such review. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

12. Amendments. This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve a Minor Amendment to this Agreement or to refer such Minor Amendment to the Council for review and possible action. The City Council, at a duly noticed public meeting, shall have the discretion to approve a Major Amendment or a Minor Amendment, which has been referred to the Council.

13. Assignment. City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to

assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

14. Indemnification. Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

15. Insurance.

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000.)

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.

d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

16. Notices. Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Manager

If by U.S. mail:

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

Attn: City Manager

With a copy to:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Attorney

If by U.S. mail:

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

Attn: City Attorney

To Operator:

KWMA Collective, LLC
2101 West 10th Street, Suite F
Antioch, CA 94509
Attn: Guang Lin, CEO

17. Miscellaneous

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no event shall Operator be entitled to recover damages against City for breach of this Agreement.

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified in such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF _____, 2022

EXHIBIT 1 TO ATTACHMENT A

CITY OF ANTIOCH

OPERATOR
KWMA Collective, Inc.

Cornelius H. Johnson, Interim City Manager

Guang Lin, CEO

Attest:

Elizabeth Householder, City Clerk

Approved as to form:

Thomas Lloyd Smith, City Attorney

EXHIBIT A

[to be attached]

EXHIBIT B

The Site is located at 2101 W. 10th Street, Suites E and F, Antioch CA 94509 and is APN 074-051-005.

EXHIBIT C

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot)*	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

Example: If the revenue due to the City from Operator, based on gross receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

EXHIBIT D

Operator will donate a percentage of gross receipts to programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents.

Consistent with this goal, Operator will provide to the East Contra Costa Family Justice Center, a 501 (c)(3) non-profit corporation, the following funding: 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter of gross receipts, paid consistent with the terms of the Operating Agreement.

Operator's funding will help the Justice Center develop and implement a "Generations Connect" program to work with Antioch youth, in coordination with adults, to develop various life skills, knowledge and community and cross-generational connections.

Generations Connect (12/15/21)

The Contra Costa Family Justice Alliance (DBA the Family Justice Center) operates three warm and welcoming one-stop centers where 60+ co-located direct-service partners provide a full range of trauma-informed services for survivors affected by interpersonal violence (IPV), including domestic violence, sexual assault, child abuse, elder abuse, and human trafficking. Its mission is to bring the community together to support healing for survivors of violence, and to integrate capable service partners to renew individuals and the community from the traumas of interpersonal violence. **Our East County Center in Antioch opened its doors in 2019.**

Generations Connect is a youth-led social action program that fosters intergenerational community connections and cultivates youth leadership as protective factors against interpersonal violence. The Contra Costa Family Justice Center and the Black Neighborhood partnered to create the program, believing that everyone at every age can help build safe communities free of violence. It creates a range of opportunities for underserved youth of color to deepen their skills as leaders, network-builders, and change agents helping to prevent violence.

We will launch a new Generations Connect cohort in 2022. The new cohort will consist of 10 Antioch teens who will participate in a 10-week leadership development program. We will focus our recruitment efforts on youth from under-resourced communities. During the 10-week program, teens will lead a “design thinking” process to plan and implement two community violence-prevention projects with support from their adult allies. They will build skills, knowledge, and connections across generations. They will learn about intergenerational community building; leadership development; and policy advocacy.

This program will also engage adult allies, including seniors/older adults, and the County’s Family Violence Prevention task force. Adult allies play an important role in Generations Connect by providing support and mentorship to youth throughout the program. Youth will attend meetings with, and present their projects to, the Family Violence Prevention Task Force, which oversees the “Contra Costa Call to Action” violence prevention plan, a countywide strategy to prevent interpersonal violence. Generations Connect was developed in response to this “Call to Action.”

Goals

- 1) Develop opportunities for intergenerational interaction and cultivate empathy across generations.
- 2) Cultivate youth leaders and foster community connectedness as protective factors against interpersonal violence.
- 3) Give youth opportunities to work from real-life experiences and apply learning directly to their everyday lives.

Outcomes

The Generations Connect program will bring about the following outcomes:

- 1) Changes in connection, meaningful relationships, belonging between generations.
- 2) Changes in skills and knowledge: Teens will build communication, teamwork, and network-building skills. Teens will also build skills in meeting facilitation, listening, storytelling, communications and messaging, community needs assessment, and online safety.
- 3) Changes in participants' sense of purpose, engagement, contribution (empowerment and leadership): Strengthen leadership capacity of Antioch teens and increase youth voice.

We will measure these outcomes by surveys and an ongoing team assessment process.

Outputs

Each teen will complete a short video of their interview of family members of other generations about what could be done to have safe and healthy relationships.

The cohort will develop a presentation to make to senior centers and groups in Antioch and make at least one presentation. This project will involve needs assessment and curriculum design.

Timeline

March: Outreach and recruitment starts; recruit at the Teen conference in partnership with Antioch All Children Thrive

April: Launch and learning

May: Work on community projects

June: Graduation and celebration; evaluation and reporting

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ruthann G. Ziegler, Special Counsel

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

SUBJECT: Request by Contra Costa Farms For Authorization to Conduct a Temporary Cannabis Event Within the City of Antioch

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution ("Attachment A") authorizing Contra Costa Farms to conduct a temporary cannabis event within the City consistent with State law and the City's municipal code.

FISCAL IMPACT

The proposed action should generate increased revenue for the City and for its social equity program.

DISCUSSION

The City Council, at its February 8, 2022 meeting, unanimously approved Ordinance No. 2204-C-S which allows the City Council to approve temporary cannabis events on certain terms and conditions.

Contra Costa Farms ("CoCoFarms") is seeking City approval to conduct a temporary cannabis event. CoCoFarms plans to conduct the event either by fall 2022 or spring 2023. CoCoFarms will be using its existing retail cannabis license for cannabis sales at the event. Therefore, the event should generate revenue for both the City and the social equity program supported by CoCoFarms.

The temporary cannabis event would be required to:

- Comply with state regulations and obtain approval of the state Department of Cannabis Control
- Obtain City approval of the event's security plan
- Obtain City approval of the event's traffic plan
- Conduct retail sales pursuant to a valid cannabis license issued by the City
- Be held at the Contra Costa Event Park ("County Fairgrounds") located at 1201 West 10th Street or at a District Agricultural Association event

- Provide proof of insurance satisfactory to the City Attorney at least 90 days prior to the event

CoCoFarms has indicated that the event requires at least six months' advance planning because of the need to obtain these City and State approvals, as well as the need to coordinate availability of the site, vendors, and entertainment.

The Cannabis Standing Committee, at its April 28, 2022 meeting, considered CoCoFarm's request and directed the matter be moved forward to the City Council for review and possible action.

Attachment B is the PowerPoint presentation that CoCoFarms shared with the Committee. It provides additional details about CoCoFarms' proposal.

ATTACHMENTS

- A. Resolution Approving Request by Contra Costa Farms for Authorization to Conduct a Temporary Cannabis Event within the City of Antioch
- B. Ordinance 2204-C-S
- C. PowerPoint from Contra Costa Farms relating to Its Proposal for Temporary Cannabis Events

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE REQUEST BY CONTRA COSTA FARMS FOR
AUTHORIZATION TO CONDUCT A TEMPORARY CANNABIS EVENT WITHIN THE
CITY OF ANTIOCH**

WHEREAS, on February 8, 2022, the City Council approved Ordinance No. 2204-C-S which allows the City Council to approve temporary cannabis events on certain terms and conditions;

WHEREAS, Contra Costa Farms seeks the City's authorization to conduct a temporary cannabis event within the City of Antioch;

WHEREAS, on April 28, 2022, the Cannabis Committee considered Contra Costa Farms' request to conduct a temporary cannabis event and directed the request be presented to the City Council;

WHEREAS, the City Council has reviewed Contra Costa Farms' request and received public comment on it at its May 24, 2022 meeting;

WHEREAS, the City Council finds that granting Contra Costa Farms' request will benefit the Antioch community by producing revenue for the City and its goals; and

WHEREAS, the City Council finds that the State and the City have enacted sufficient safeguards for the City, its residents, and its businesses as to the temporary cannabis events proposed by Contra Costa Farms.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes Contra Costa Farms to conduct a temporary cannabis event within 12 months from the date of adoption of this Resolution at the Contra Costa Event Park at 1201 West 10th Street, Antioch on terms and conditions consistent with Ordinance No. 2204-C-S and state law.

* * * * *

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 24th day of May, 2022, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

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

ORDINANCE NO. 2204-C-S**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADDING SECTION 9-5.3848 TO THE ANTIOCH MUNICIPAL CODE
REGARDING TEMPORARY CANNABIS EVENTS ON PUBLIC PROPERTY**

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

SECTION 1:

Beginning in 2018, the City Council has adopted several ordinances relating to cannabis businesses within the City. These ordinances govern the permanent locations of various types of cannabis businesses.

SECTION 2:

The State of California, through the Department of Cannabis Controls, allows temporary cannabis events on specified conditions at certain locations. The City has evaluated this type of temporary, limited event and determined that it could be beneficial to the City, its residents, and businesses by offering educational and cultural opportunities at the event, as well as additional revenue for the City and its social equity programs.

SECTION 3:

Section 9-5.3848 is added to state as follows:

§ 9-5.3848 TEMPORARY CANNABIS EVENTS

The City Council may authorize a temporary cannabis event if the event meets all of the following terms and conditions:

(A) The event is held either at the Contra Costa Event Park, 1201 West 10th Street, Antioch, CA 94509 or at a District Agricultural Association event.

(B) Any retail sales are conducted pursuant to a valid cannabis business license allowing retail sales and issued by the City.

(C) The event complies with state law and regulations.

(D) The event will be conducted by the holder of a cannabis event organizer license and will be a licensed temporary cannabis event.

(E) The event organizer agrees to submit traffic control and security plans to the City and to comply with the City's directions for traffic control and security before, during, and after the event.

(F) The event organizer provides insurance protecting the City in an amount and type, and with an admitted surety, satisfactory to the City Attorney at least 90 days prior to the event.

Failure by the event organizer to comply with any of the above terms and conditions shall constitute the basis for the City, whether through action of the Council, the City Manager, the City Attorney, or the Chief of Police, to revoke the City Council's authorization for the

event and to provide written notice thereof to the event organizer and the Department of Cannabis Control.

Because the temporary cannabis event may only be held on property owned by the state, the county, or a district agricultural association, Section 9-5.3845 does not apply to this type of event.

SECTION 4: 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 5. CEQA:

The above amendments to the City's Municipal Code are not considered a project under the California Environmental Quality Act under the commonsense 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 6:

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

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 25th of January 2022, and passed and adopted at a regular meeting thereof, held on the 8th day of February 2022, by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

/s/ LAMAR A. THORPE
Lamar A. Thorpe
Mayor of the City of Antioch

ATTEST:

/s/ ELIZABETH HOUSEHOLDER
Elizabeth Householder
City Clerk of the City of Antioch

BRINGING CONTRA COSTA COUNTY TO ANTIOCH FOR FIRST CANNABIS EVENT IN COUNTY

- GREAT JOBS
- CONTINUED COMMUNITY INVOLVEMENT
- NEW REVENUE FOR THE CITY
- SAFE & SECURE
- ATTRACTION TO ANTIOCH FOR CCC RESIDENTS

The logo for CoCo Farms is displayed within a black rectangular frame. The text "CoCo Farms" is written in a stylized, cursive font. The "CoCo" part is in red with a white outline, and the "Farms" part is in blue with a white outline. A red swoosh underline extends from the end of the word "Farms".

BENEFITS & AUDIENCE

BENEFITS

- CoCo Farms' Events will create an **Additional** attraction to Antioch.
- **2 to 3** day Events at Fairground
- **Significant** Fees to City of Antioch
- **Multiple Armed Guards 24/7.**
- Draw upwards of **5,000 to 10,000** people daily and estimated **\$75,000** cannabis tax revenue alone in a weekend, plus sales taxes, etc...

21+ EVENT

- This is a 21+ event, and will have the same check-in process as our dispensary.
- Except that **NO** under 21 med cards allowed.
- Contra Costa Residents typically have to drive 2 hours to attend such an event, and now it will be in their backyard.

LICENSE NUANCES

- The permits from State last 1 year and can be renewed.
- We can hold up to 10 events a year with that one license.
- Once approved it will take DCC 6 months to then approve our event logistics in these areas:
 - Product security including distribution storage (back stock cages) with video surveillance through to retail transactions
 - Safety and Security Plan
 - Floor plan and use areas
 - Cash handling procedures
 - All tracked through Metrc
 - All sales recorded through Metrc
 - Licensed companies only
- Safety & Security Plan to be approved by APD and DCC.

PARKING & SECURITY

ON SITE PARKING AT FAIRGROUNDS

- We have also located overflow parking, but need to plan months in advance for this.
- Security **WILL** be present in designated parking areas.

SECURITY & SAFETY @ EVENT

- We will have armed and unarmed security inside the event, and over night.



EVENT AT A HIGH LEVEL

WHAT IS INVOLVED

- Meet with your favorite cannabis brands
- Cannabis sales
- Cannabis consumption
- Entertainment stages
- Experiences
- Food & Beverage suppliers

HOURS OF OPERATION

- Events will be 2 or 3 day events
- Typical Format
 - Friday opening at 11am sales stop at 8pm, park closed at 10pm
 - Saturday opening at 9am sales stop at 8pm, park closed at 10pm
 - Sunday opening at 9am sales stop at 8pm, park closed at 10pm



WHY THIS IS PERFECT FIT FOR ANTIOCH

- Antioch wants to draw CCC residents into the city.
- Antioch has effectively declared that it desires to be the King of Weed in CCC.
- This is being driven by one of its own licenses (CoCo Farms) so Antioch will get the cannabis and sales taxes.
- Creates new jobs and will drive increased consumer spending and awareness to Antioch.
- It will be operated professionally as expected.
- We will be inclusive of Antioch based businesses i.e. food trucks, peripheral businesses and CCC organizations

QUESTIONS?



Retail
#C10-0000843-LIC



Retail
#C10-0000782-LIC



Retail
#C10-0000017-LIC



Cultivation, Manufacturing, and Retail
#C12-0000068-LIC



Manufacturing, Distribution, and Retail
#C12-0000373-LIC



Manufacturing, Distribution, and Retail
#C12-0000279-LIC



Manufacturing, Distribution, and Retail
COMING SOON

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ruthann G. Ziegler, Special Counsel

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

SUBJECT: Resolution to Approve First Amended and Restated Operating Agreement for Bakery Antioch I, LLC to reflect Change in Ownership from Cookies to Red Workshop

RECOMMENDED ACTION

It is recommended that the City Council consider adopt the resolution ("Attachment A") to approve the First Amended and Restated Operating Agreement for Bakery Antioch I, LLC to reflect the change in ownership from Cookies to Red Workshop.

FISCAL IMPACT

The proposed action should not have a negative effect on the City budget and may generate increased revenue by providing more options for different types.

DISCUSSION

Bakery Antioch I, LLC is located at 2515 W. 10th Street, Antioch. This business was formed by Cookies, an established cannabis business operator in California. Cookies is also the parent company of Alluvium dba Lemonnade, located at 2625 Crow Street. Both cannabis businesses are retail dispensaries with delivery service. Cookies has decided it wishes to operate only one, not two, retail cannabis dispensaries within the City and, therefore, is requesting approval of a change in ownership for Bakery Antioch I, LLC. The City Council has approved the cannabis business use permits ("CBUP") and operating agreements for both Bakery Antioch and Alluvium.

Bakery Antioch I, LLC holds CBUP #19-14. The Council approved the operating agreement for this business on December 8, 2020. The business is not yet in operation. Section 11 of the operating agreement allows the operating agreement to be transferred from one owner to another only with Council approval at a duly noticed public meeting. Council adoption of the Resolution (Attachment A) to approve the First Amended and Restated Operating Agreement (Exhibit 1 to Attachment A) would authorize this change. The only difference in the original Operating Agreement and the

First Amended and Restated Operating Agreement is the name of the operator and related contact information.

Ryan Johnson, as general counsel of Cookies, filed a request with the City for the change in ownership. A copy of that request is attached hereto as Attachment B. The proposed transferee is Red Workshop. A copy of background information submitted by Red Workshop to the City is attached hereto as Attachment C. Red Workshop has stated by email that it accepts the terms and conditions of the existing operating agreement.

The City has the discretion to approve or deny the request, ask for modifications, or seek further information.

ATTACHMENTS

- A. Resolution To Approve First Amended and Restated Operating Agreement for Bakery Antioch I, LLC to reflect Change in Ownership from Cookies to Red Workshop
Exhibit 1 to Attachment A: First Amended and Restated Operating Agreement for Bakery Antioch I, LLC
- B. February 24, 2022 Request by Ryan Johnson for Bakery Antioch I, LLC
- C. April 5, 2022 Submittal by Red Workshop Relating To Cannabis Experience

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDED AND RESTATED OPERATING AGREEMENT
FOR BAKERY ANTIOCH I, LLC TO REFLECT CHANGE IN OWNERSHIP FROM
COOKIES TO RED WORKSHOP**

WHEREAS, on December 8, 2020, by Resolution No. 2020/182, the City Council approved Cannabis Business Use Permit No. 19-14 for Antioch Bakery I, LLC (Cookies);

WHEREAS, on December 8, 2020, by Resolution No. 2020/183, the City Council approved the Operating Agreement for Bakery Antioch I, LLC;

WHEREAS, Cookies has requested that its Operating Agreement be transferred to Red Workshop;

WHEREAS, the City Council has reviewed data submitted by Red Workshop evidencing Red Workshop's experience in the cannabis industry and its financial stability;

WHEREAS, the City Council has received public comment on this matter at its May 24, 2022, meeting;

WHEREAS, the City Council finds that approving the attached First Amended and Restated Operating Agreement, authorizing the change in ownership will increase competition in the cannabis market in Antioch, and benefit the Antioch community by producing revenue for the City and its goals;

WHEREAS, the City Council finds that approving the attached First Amended and Restated Operating Agreement, authorizing the change in ownership with the existing use permit will benefit the Antioch community by providing additional funding for programs to address community needs within Antioch; and

WHEREAS, the City Council finds that approving the attached First Amended and Restated Operating Agreement, authorizing the change in ownership, with the approved use permit for the cannabis business will benefit the community and includes adequate provisions to protect public health and safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the attached First Amended and Restated Operating Agreement and authorizes the City Manager to execute same in a form approved by the City Attorney.

* * * * *

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 24th day of May, 2022, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

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

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attn: City Clerk

Exempt from recording fee per Government Code §6103

FIRST AMENDED AND RESTATED OPERATING AGREEMENT

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and Bakery Antioch I, LLC, a California limited liability corporation (formerly Bakery Antioch I, Inc., a California corporation) (collectively, "**Operator**"). Operator proposes a cannabis business located at 2515 W. 10th Street, Antioch, CA (the "**Site**"). City and Operator may be referenced herein as "**Party**" or collectively as "**Parties**".

RECITALS

- A. Operator submitted an application for approval of its use permit for a cannabis business consisting of a dispensary with delivery and a type N infusion license.
- B. On December 8, 2020, by Resolution No. 2020/182, the City Council approved Cannabis Business Use Permit # 19-14 relating to Operator's application ("**CBUP**"). A copy of the CBUP is attached hereto as **Exhibit A** and incorporated herein. The CBUP relates to the Site, as described in **Exhibit B**, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP. On December 8, 2020, the City Council adopted Resolution 2020/183 approving an operating agreement which met the requirements of the CBUP.
- D. On February 24, 2022, Cookies as the current owner of Bakery Antioch I, LLC requested the City authorize the transfer of its ownership of Bakery Antioch I, LLC to Red Workshop. On April 5, 2022, Red Workshop provided information relating to its cannabis-related experience.
- E. On May 24, 2022, at a duly noticed public meeting, the City Council adopted Resolution No. _____ approving this First Amended and Restated Operating Agreement, thus transferring ownership of Antioch Bakery I, LLC from Cookies to Red Workshop.

AGREEMENT

- 1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.

EXHIBIT 1 TO ATTACHMENT A

2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.

a. Agreement—This Agreement between the City and Operator.

b. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City's ordinances, resolutions, rules, and regulations, as each statute, regulation, regulation, rule, Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. Business Operations—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. Cannabis—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. Cannabis Business Use Permit—the Cannabis Business Use Permit, attached hereto as **Exhibit A**, as approved by City Council Resolution 2020/182.

f. City—the City of Antioch, California.

g. City Attorney—the City Attorney of the City.

h. City Council—the City Council of the City.

i. City Manager—the City Manager of the City.

j. Operator—Bakery Antioch I, LLC, formerly Bakery Antioch I, Inc.

k. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. Gross Receipts—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service at the Site for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" are the following:

- Cash discounts allowed and taken on sales;
- Credit allowed on property accepted as part of the purchase price and which property may later be sold;
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

EXHIBIT 1 TO ATTACHMENT A

- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit;
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee furnishes to the City the names and addresses of the others and the amounts paid to them; and
- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded .

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in Exhibit B, attached hereto.

r. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations.

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, six months prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8.00 a.m. to 8.00 p.m. There are no other hours' restrictions on the Business Operations, including delivery.

EXHIBIT 1 TO ATTACHMENT A

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security measures at any time upon the Department's finding that existing security measures are insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

6. Fees.

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City shall provide thirty (30) days' prior written notice to Operator as to any unpaid City fees before declaring Evidence of Default, consistent with Section 9 of this Agreement. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in Exhibit C, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15th of each month or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with its Gross Receipts payment and its quarterly square footage payment a report on a form provided by the Operator and approved by the City which lists the gross receipts and square footage (if applicable) for the period; any adjustments to the gross receipts and square footage, and basis therefor; the gross receipts subject to the percentages set forth in Exhibit C; the square footage subject to Exhibit C; and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may reasonably compute and determine the amount of the fees to paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information in City's possession, or that may come into City's possession within three (3) years of the

date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

7. **Social Equity Programs.**

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator has prepared a Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in Exhibit D, attached hereto and incorporated herein, Operator shall provide a written report, quarterly for its first year of operation and semi-annually thereafter, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator shall also agree to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney reasonably determines that Operator's Equity Plan does not adequately achieve the City's goals as set forth, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator. except that the City may not unilaterally increase the percentage of gross receipts or income of any kind Operator provides identified in Exhibit D pursuant to its approved Equity Plan.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

8. **Applicable Law.** At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default, subject to the terms of Section 9 below.

9. **Default.**

EXHIBIT 1 TO ATTACHMENT A

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager acting reasonably to address the Default.

b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.
- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

10. **Record Keeping.** Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

11. **Annual Review.** In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a minor amendment to allow for such review. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

12. **Amendments.** This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve a Minor

EXHIBIT 1 TO ATTACHMENT A

Amendment to this Agreement or to refer such Minor Amendment to the Council for review and possible action. The City Council, at a duly noticed public meeting, shall have the discretion to approve a Major Amendment or a Minor Amendment, which has been referred to the Council.

13. **Assignment.** City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

14. **Indemnification.** Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

15. **Insurance.**

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000).

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

EXHIBIT 1 TO ATTACHMENT A

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.

d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

16. **Notices.** Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Manager

If by U.S. mail:

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

Attn: City Manager

With a copy to:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Attorney

If by U.S. mail:

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

Attn: City Attorney

To Operator:

Bakery Antioch I, LLC
c/o Red Workshop

Sara Connolly
14005 Palawan Way #119
Marina del Rey, CA 90292

Andrew Modlin
1450 Blue Jay Way
Los Angeles, CA 90069

William De Leon
5 Greens Bluff
Newport Coast, CA 92657

17. Miscellaneous

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would the frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no event shall Operator be entitled to recover damages against City for breach of this Agreement.

EXHIBIT 1 TO ATTACHMENT A

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified I such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF _____, 2022.

CITY OF ANTIOCH

BAKERY ANTIOCH I, LLC

By: _____
Cornelius H. Johnson, Interim City Manager

By: _____

Attest:

Elizabeth Householder, City Clerk

Approved as to form:

Thomas Lloyd Smith, City Attorney

EXHIBIT A

[to be attached]

EXHIBIT B

The Site is located at 2515 W. 10th Street, Antioch, CA 94509, and is APN 074-051-018-5

EXHIBIT C

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail (% of Gross Receipts)	2%	3%	4%	5%
Microbusiness (% of Gross Receipts) *	2%	3%	5%	6%
Cultivation (per square foot) *	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

*Eligible for local employment incentive, as follows:

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

Example: If the revenue due to the City from Operator, based on Gross Receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

EXHIBIT D

Operator will donate a percentage of gross receipts to programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents.

Consistent with this goal, Operator will provide to Opportunity Junction, Inc., an Antioch 501 (c)(3) non-profit corporation, the following funding: 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter (with a minimum annual guarantee of \$25,000) of gross receipts, paid consistent with the terms of the Operating Agreement.

Operator's funding will help Opportunity Junction expand its existing Healthcare Career Pathway program into Antioch. This program offers training to become a Certified Nursing Assistant ("CNA"), which will help the trainees begin careers leading to financial security and increase the number of local CNAs, which may improve healthcare equity in the region.

DELIVERY VIA ELECTRONIC MAIL

Date: February 24, 2022

To: Thomas L. Smith
City Attorney
Email: cityattorney@ci.antioch.ca.us
Phone: 925-779-7025

CC: Ruthann Ziegler
Counsel
Email: rziegler@rzieglerlaw.com

From: Bakery Antioch I, LLC
Ryan Johnson
General Counsel
Email: ryan@cookiesre.com
Phone: 949-275-0747

RE: Bakery Antioch I, LLC's ("Licensee") Request for Approval of Transfer of Ownership of Cannabis Business Use Permit #19-14

Dear Mr. Smith,

Please accept this written request regarding Licensee's desire to transfer 100% of its ownership interest in its Cannabis Business Use Permit #19-14 located at 2515 W. 10th Street, Antioch, CA 94509 (the "Site") to Redworkshop Antioch, LLC (the "Purchaser" or referenced herein as the "transferee"). Contingent on the City's approval, the transferee has agreed to purchase 100% of the ownership interest of the Licensee to acquire Cannabis Business Use Permit #19-14.

In compliance with Section 13 of the recorded Operating Agreement by and between the City of Antioch and Licensee, dated April 8, 2021, Licensee and the transferee provided evidence and documentation supporting the transferee's specialized knowledge, experience, expertise, and financial stability to the City for its review and consideration on January 28, 2022.

Transferee has reviewed the Operating Agreement and the Cannabis Business Use Permit #19-14 and has represented to Licensee that it agrees to all the terms and conditions therein and will not be requesting any modifications.

In light of the foregoing, Licensee and transferee would like to request an opportunity to appear at the next City Council meeting to seek Council's approval on the proposed transfer of ownership.

Thank you in advance for your time and consideration. Please contact me with any further questions or concerns.

Sincerely,


Ryan Johnson
General Counsel

Red Workshop Cannabis Experience

Red Workshop, LLC is owned and operated by a highly experienced executive team with nearly 5 decades of combined cannabis retail experience, opening and operating over 55 fully licensed and compliant retail storefronts, delivery operations, and cultivation, manufacturing, and distribution facilities across 6 states. All licenses, while under the management of the ownership team, have a 100% renewal rate with 0 compliance violations.

Adam Bierman – Operations Advisor/Owner

Adam Bierman, a cannabis industry veteran since 2010, is an outspoken advocate of institutional practices, professional standards, and clear and reasonable regulations that will take the cannabis industry to its next, mainstream phase. He has been featured in several news outlets including CNBC, Bloomberg News, Forbes, CNN, Fox Business, Time Magazine, the Los Angeles Times, and U.S. News & World Report, among others.

His efforts propelled MedMen to successful new heights, including taking MedMen public on the Canadian stock exchange in May 2018. With the success of MedMen and Coastal, Mr. Bierman continues to bring recognition and legitimacy to the legal cannabis retail industry. As an owner of Red Workshop, Bierman will use his 11 years of experience operating state-legal businesses across the cannabis supply chain to inform and guide successful day-to-day operations and bring more legitimacy to the emerging legalized market in Antioch.

Andrew Modlin – Operations Advisor/Owner

Andrew Modlin was the visionary architect behind the MedMen brand. Known for his imaginative and innovative techniques, he is credited for "mainstreaming marijuana" through the successful branding of MedMen and rebranding of Coastal, demonstrated through an award-winning design and often imitated but never surpassed retail store experience. A visual artist by training, Modlin's vision formed unique retail concepts and aesthetics, allowing safe access to regulated cannabis for patients and adult-use consumers. Modlin is credited with several innovations in the development of cannabis product manufacturing, display, and retail store operations. His vision of transparent operations results in an informed and unhindered shopping experience often compared to the high-end service found at Apple stores, Tiffany & Co., and other sophisticated retailers. His vision will guide the Red Workshop design and curate an unrivaled consumer experience. Regardless of geographical location, customers enjoy the same transparent and educational cannabis shopping experience, attributed to the consistency and careful attention to detail Modlin provides to each owned or managed facility.

Sara Connolly – Operations Advisor/Owner

Connolly entered the cannabis space in 2016, teaming up with Bierman and Modlin in the infancy of MedMen. Bringing years of operations and supply chain experience from various industries such as solar and CPG manufacturing, Connolly is known as a transformational leader with a track record of opening and operating compliant cannabis retail stores, turning failing assets around, creating and executing strategic operational plans, building and developing strong diverse teams, and delivering long-term sustainable results through optimizing and implementing industry best practices. While at MedMen Connolly held various executive positions instrumental in building and executing the successful operations of the company, overseeing various departments such as retail, cultivation, extraction, manufacturing, product development, security, project management, and business intelligence.

Ms. Connolly has transformed all standard operating procedures to be effective, efficient, and reflective of industry best practices. Ms. Connolly has revamped the end-to-end supply chain, entering into strategic partnerships to offer better selections of products to consumers with more consistency and quality.

Website and Social Media

The Red Workshop is a white glove cannabis asset management company and ownership group. Due to the nature of its business and place in the industry, through its founders, Red Workshop has not needed a website to date to drive success, although it fully plans to do so. The company is currently focused and working on designing and deploying a state-of-the-art website for Mega Buds which should be launched shortly before the store opening date.

Following:

- List of licensed cannabis businesses that have previously been managed by Red Workshop's executive team to demonstrate specialized knowledge, experience, and expertise in the cannabis industry (**Appendix A**).
- Current bank balances for the month ending March 2022 for Red Workshop, LLC and Red Workshop Antioch, LLC to demonstrate financial stability (**Appendix B**).


Appendix A

License Name	License Type	Location	State
Southern California Collective	Cultivation	Los Angeles	CA
Desert Hot Springs Green Horizons, Inc.	Cultivation	Desert Hot Springs	CA
MMNV2 Holdings I, LLC	Cultivation	Washoe County	NV
EBA Holdings, Inc.	Cultivation / Manufacturing	Scottsdale	AZ
MedMen NY, Inc	Cultivation / Manufacturing	Utica	NY
MME Florida, LLC	Cultivation / Manufacturing	Eustis	FL
Coastal Delivery Services, LLC	Delivery	Santa Barbara - City	CA
Coastal Delivery SLO, LLC	Delivery	San Luis Obispo - City	CA
Coastal Dispensary LLC	Dispensary	Santa Barbara - City	CA
Coastal Retail Lompoc, LLC (Stockton)	Dispensary	Stockton	CA
Releaf Alternative Cooperative, Inc	Dispensary	Vallejo	CA
Southern California Collective - Coastal LA	Dispensary	Los Angeles	CA
Varda, Inc.	Dispensary	Pasadena	CA
Advanced Patients' Collective - MedMed DTLA	Dispensary	Los Angeles	CA
MME CYON Retail, Inc. - MedMen Beverly Hills	Dispensary	Los Angeles	CA
Farmacy Collective - MedMen WeHo	Dispensary	West Hollywood	CA
Rochambeau, Inc. - MedMen Emeryville	Dispensary	Emeryville	CA
Sure Felt, LLC - MedMen Torrey Pines	Dispensary	San Diego	CA
MMOF San Diego Retail, Inc. - MedMen Kearny Mesa	Dispensary	San Diego	CA
The Compassion Network - MedMen Venice	Dispensary	Los Angeles	CA
The Source Santa Ana - MedMen Orange County	Dispensary	Santa Ana	CA
MATTNJeremy, INC - MedMen Long Beach	Dispensary	Long Beach	CA
Nature's Cure - MedMen LAX	Dispensary	Los Angeles	CA
Venice Caregiver Foundation, Inc - MedMen Abbot Kinney	Dispensary	Los Angeles	CA
PHSL, LLC - MedMen Seaside	Dispensary	Seaside	CA
MMOF Vegas Retail Inc - MedMen Paradise	Dispensary	Las Vegas	NV
MMOF Fremont Retail, Inc. - MedMen DTLV	Dispensary	Las Vegas	NV
MMOF Vegas Retail 2, Inc. - MedMen Spring Valley	Dispensary	Las Vegas	NV
EBA Holdings, Inc. - MedMen Talking Stick	Dispensary	Scottsdale	AZ
CSI Solutions - MedMen Scottsdale	Dispensary	Scottsdale	AZ
Kannaboost Technology, Inc - MedMen Tempe	Dispensary	Tempe	AZ
MedMen - New York City	Dispensary	New York	NY
MedMen - Buffalo	Dispensary	Buffalo	NY
MedMen - Syracuse	Dispensary	Syracuse	NY
MedMen - Lake Success	Dispensary	Lake Success	NY
MedMen - Orlando	Dispensary	Orlando	FL
MedMen - St. Petersburg	Dispensary	St. Petersburg	FL
MedMen - Fort Lauderdale	Dispensary	Ft. Lauderdale	FL
MedMen - West Palm Beach	Dispensary	West Palm Beach	FL
MedMen - Sarasota	Dispensary	Sarasota	FL
MedMen - Pensacola	Dispensary	Pensacola	FL
MedMen - Key West	Dispensary	Key West	FL
MedMen - Miami Beach	Dispensary	Miami Beach	FL
MedMen - Tallahassee	Dispensary	Tallahassee	FL
Future Transactions Holdings, LLC - MedMen Oak Park	Dispensary	Oak Park	IL
MME Evanston Retail LLC - MedMen Evanston	Dispensary	Evanston	IL
Skyline Yarok LLC (pending license)	Dispensary	Daly City	CA
Divisadero Equity Partners (pending license)	Dispensary	San Francisco	CA
Green Qween (pending license)	Dispensary	Los Angeles	CA
Bdo Investments ph, LLC - From the Earth	Dispensary	Port Hueneme	CA
Dbo Investments SA, LLC - From the Earth	Dispensary	Santa Ana	CA
Dbo Investments Ib, LLC - From the Earth	Dispensary	Long Beach	CA
Viktoriya's Medical Supplies, LLC - MedMen San Jose	Dispensary	San Jose	CA

Coastal Distribution, LLC	Distribution	Santa Barbara - City	CA
Southern California Collective	Distribution	Los Angeles	CA
Advanced Patients' Collective	Distribution	Los Angeles	CA
Desert Hot Springs Green Horizons, Inc.	Distribution	Desert Hot Springs	CA
Coastal Manufacturing, LLC	Manufacturing	Santa Barbara - City	CA
Desert Hot Springs Green Horizons, Inc.	Manufacturing	Desert Hot Springs	CA
MMNV2 Holdings I, LLC	Manufacturing	Washoe County	NV

Appendix B


Select Account





Red Workshop, LLC

\$20,347.14

Total balance

 View Account









RedWorkShop
Antioch, LLC

\$59,910.10

Total balance

 View Account

AA  secure.damafinancial.com 

 Feedback