



ANNOTATED AGENDA

**Antioch City Council
SPECIAL AND REGULAR MEETING
Including the Antioch City Council acting as
Housing Successor to the Antioch Development Agency**

Date: Tuesday, July 26, 2022

Time: 4:30 P.M. – Closed Session
5:30 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.

SPEAKER RULES

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

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

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

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

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

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

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

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

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

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <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.

4:32 P.M. ROLL CALL – CLOSED SESSION – for Council Members – ***Council Members District 1 Torres-Walker, District 3 Ogorchock, [District 4 Wilson and Mayor Pro Tem (District 2) Barbanica attended via Zoom Webinar] (Mayor Thorpe was Absent at Roll Call)***

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

MAYOR THORPE ARRIVED AT THE BEGINNING OF CLOSED SESSION

CLOSED SESSION:

- 1) CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: 515 East 18th Street, Antioch, CA (APNs 065-143-018 and 065-143-019); Agency Negotiation: Rosanna Bayon Moore, Assistant City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Michael Heath, Esq.; Under Negotiation: Price and Terms of Payment.

No reportable action

- 2) CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Public Works Association and Antioch Police Sworn Management Association.

No reportable action

- 3) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Brian Lim, v. City of Antioch et al., United States District Court, Northern District of California (Case 3:22-cv-04067-LB).

No reportable action

CLOSED SESSION – Continued

- 4) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: INTERIM CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957.

No reportable action

4:34 P.M. ADJOURNED TO CLOSED SESSION

5:30 P.M. ROLL CALL – SPECIAL MEETING/STUDY SESSION – for City Council Members –
Council Members District 1 Torres-Walker, District 3 Ogorchock, [District 4 Wilson and Mayor Pro Tem (District 2) Barbanica attended via Zoom Webinar], and Mayor Thorpe

PLEDGE OF ALLEGIANCE

SPECIAL MEETING/STUDY SESSION

SM-1. RENT STABILIZATION

Direction to staff to bring back an ordinance

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

PUBLIC COMMENT

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

Motioned to adjourn Special Meeting/Study Session at 6:54 p.m., 5/0

7:08 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing
Successor to the Antioch Development Agency – *Council Members District 1 Torres-Walker, District 3 Ogorchock, [District 4 Wilson and Mayor Pro Tem (District 2) Barbanica attended via Zoom Webinar], and Mayor Thorpe*

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. PROCLAMATION

- Recognizing International Overdose Awareness Day, August 31, 2022

Approved, 5/0

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

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- ANTIOCH COMMUNITY DAY, Contra Loma Estate Park – August 6, 2022

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 for City /City Council Members acting as Housing Successor to the Antioch Development Agency**

A. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 24, 2022

Approved, 5/0

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

B. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 14, 2022

Approved, 5/0

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

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

C. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 28, 2022

Continued 5/0

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

D. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

E. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

F. APPROVAL OF TREASURER'S REPORT FOR APRIL 2022

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and file the April 2022 Treasurer's Report.

G. APPROVAL OF TREASURER'S REPORT FOR MAY 2022

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and file the May 2022 Treasurer's Report.

H. RESOLUTION DESIGNATING THE CITY OF ANTIOCH REPRESENTATIVES TO THE MUNICIPAL POOLING AUTHORITY BOARD

Reso No. 2022/121 adopted designating Human Resources Director Ana Cortez as the Alternate Board Member, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution designating Thomas Lloyd Smith, City Attorney as the City's Board Member to the Municipal Pooling Authority (MPA) of Northern California ("Authority") and Jazzman Brown, Risk Manager as the Alternate Board Member.

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

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

Reso No. 2022/122 adopted, 5/0

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

- J. AUTHORIZE CITY MANAGER TO EXECUTE A THREE-YEAR AGREEMENT WITH GOLDEN BELL PRODUCTS FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$111,581.64

Reso No. 2022/123 adopted, 5/0

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

- 1) Approving a Maintenance Services Agreement with Golden Bell Products for a Three (3) Year Term for a total agreement amount not to exceed \$111,581.64; and
- 2) Authorizing the City Manager to execute the agreement with Golden Bell Products in a form approved by the City Attorney.

- K. FIRST AMENDMENT TO THE HONEYWELL BUILDING SOLUTIONS SERVICES AGREEMENT NO. 40098420 TO INCREASE THE EXTRA WORK CONTRACT AMOUNT

Reso No. 2022/124 adopted, 5/0

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

- 1) Approving the First Amendment with Honeywell Building Solutions which increases Year 2 of the Extra Work contract amount by \$54,339.02, and Year 3 Extra Work contract amount by \$75,000, for a total remaining agreement amount not to exceed \$638,779.02; and
- 2) Authorizing the City Manager to execute the First Amendment to the three (3) Year Honeywell Agreement with an option to extend the two (2) additional years in a form approved by the City Attorney.

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

- L. AUTHORIZE CITY MANAGER TO APPROVE MASTER PURCHASE ORDERS FOR GATES & ASSOCIATES, C&J FAVALORA TRUCKING, AND WATERSAVERS IRRIGATION**

Reso No. 2022/125 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to approve a Master Purchase Order for the following Vendors:

- 1) Gates & Associates for an amount not to exceed \$100,000 per fiscal year while under contract.
- 2) C&J Favalora Trucking for an amount not to exceed \$200,000 per fiscal year while under contract.
- 3) WaterSavers Irrigation for an amount not to exceed \$100,000 per fiscal year.

- M. RIVERTOWN COMMUNITY SPACE (P.W. 514-7)**

Reso No. 2022/126 adopted, 5/0

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

- 1) Approving a Consulting Services Agreement with RHAA for the Rivertown Community Space Project in the amount of \$350,000; and
- 2) Authorizing and directing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

- N. APPROVAL OF INCREASE TO PURCHASE ORDER WITH SITEONE GREEN TECH FOR AN AMOUNT NOT TO EXCEED \$250,000**

Reso No. 2022/127 adopted, 5/0

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

- 1) Approving an increase to the Purchase Order with SiteOne Green Tech for the purchase of irrigation controllers, parts and service on an as needed basis including any irrigation controller cellular service packages for an amount not to exceed \$250,000 per fiscal year; and
- 2) Authorizing the City Manager to approve the Purchase Order with SiteOne Green Tech for an amount not to exceed \$250,000 per fiscal year.

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

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

Reso No. 2022/128 adopted, 5/0

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

- 1) Approving the second amendment to the Consultant Services Agreement with Construction Testing Services for material testing and special inspection services during construction of the Brackish Water Desalination in the amount of \$591,000 for a total contract amount of \$889,744; and
- 2) Authorizing and directing the City Manager or designee to execute the second amendment to the Consultant Services Agreement in a form approved by the City Attorney.

- P.** WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE (P.W. 246-32)

Reso No. 2022/129 adopted, 5/0

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

- 1) Approving a Consulting Services Agreement with CSI Metrics, LLC for the Water Treatment Plant Information and Control Systems Assistance in the amount of \$212,160.00; and
- 2) Authorizing the City Manager or designee to execute the Agreement for the Water Treatment Plant Information and Control Systems in a form approved by the City Attorney.

PUBLIC HEARING

5. PROPOSED ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE REGARDING THE PARKING OF MOTOR VEHICLES, INCLUDING RECREATIONAL VEHICLES, ON RESIDENTIAL PROPERTY

***To 08/23/2022 for Adoption with Amendments,
3/2 (Torres-Walker, Thorpe)***

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only the proposed amendment to the City's Municipal Code regarding parking motor vehicles, including Recreational Vehicles, on residential property.

9:01 P.M. FIVE MINUTE RECESS

9:12 P.M. RECONVENED, ROLL CALL – Council Members District 1 Torres-Walker, District 3 Ogorchock, [District 4 Wilson and Mayor Pro Tem (District 2) Barbanica attended via Zoom Webinar], and Mayor Thorpe

6. NEW GAS STATION PROJECT PROPOSAL AT 5200 LONE TREE WAY: UNITED PACIFIC GAS STATION (GP-21-01, PD-21-01, UP-21-02, AR-21-03)

Council Motioned to Deny, 5/0

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

- 1) **CEQA.** Adopt the resolution approving the United Pacific Gas Station Initial Study/Mitigated Negative Declaration (IS/MND) and the Mitigation Monitoring and Reporting Program (MMRP).
- 2) **General Plan Amendment.** Adopt the resolution approving the United Pacific Gas Station General Plan Amendment (GP-21-01) changing the land use designation from Commercial Office to Convenience Commercial.
- 3) **Zoning Map Amendment.** Introduce, waive the first reading, and read by title only the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-21-01).
- 4) **Final Development Plan.** Adopt the resolution approving a Final Development Plan, Use Permit and Design Review, subject to conditions of approval (PD-21-01, UP-21-02 AR-21-03).

COUNCIL REGULAR AGENDA

7. UNHOUSED RESIDENT SERVICES – NON-CONGREGATE BRIDGE HOUSING SITE AT EXECUTIVE INN LOCATED AT 515 EAST 18TH STREET

Reso No. 2022/130 adopted, for an initial term of two (2) years, with two (2) option terms of two (2) years each; and to authorize Interim City Manager to execute the agreement, 3/2 (Ogorchock, Barbanica)

Recommended Action: It is recommended that the City Council adopt the resolution approving a master lease with Rudram LLC for the Executive Inn located at 515 East 18th Street ~~*with an option to purchase.~~
***CORRECT RECOMMENDED ACTION: for an initial term of two (2) years with two (2) option terms of two (2) years each. (Cg)**

8. UNHOUSED RESIDENT SERVICES – SUPPORTIVE SERVICES FOR THE CITY OF ANTIOCH'S NON-CONGREGATE BRIDGE HOUSING PROGRAM LOCATED AT 515 EAST 18TH STREET

Reso No. 2022/131 adopted, 3/2 (Ogorchock, Barbanica)

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the City to enter into an agreement with Bay Area Community Services (BACS) for supportive services associated with the City's Non Congregate Bridge Housing Program located at 515 East 18th Street.

9. TRAFFIC CALMING PROGRAM UPDATE (P.W. 282-19)

Direction provided to staff to bring back non-residential traffic calming item for Council discussion and feedback

Recommended Action: It is recommended that the City Council receive an update on the traffic calming program and provide recommendations, if any, on potential changes to the policy.

10. NEW CLASS SPECIFICATIONS, ASSIGNING SALARY RANGES, ASSIGNING THE CLASSIFICATIONS TO THE BARGAINING UNITS

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

Reso No. 2022/132 adopted, 5/0

- 1) Adopt a Resolution Approving the New Class Specification for Principal Executive Assistant Assigning a Salary Range, Assigning the Classification to the Management – Mid/Professional Bargaining Unit.

Reso No. 2022/133 adopted, 5/0

- 2) Adopt a Resolution Approving the New Class Specification for Human Resources Specialist, Assigning a Salary Range, Assigning the Classification to the Confidential Bargaining Unit.

COUNCIL REGULAR AGENDA – Continued

11. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$2,300 PER PARTICIPANT

Appointed Council Member Ogorchock as the Voting Delegate and Mayor Thorpe as the Alternate Delegate, 5/0

Recommended Action: It is recommended that the City Council appoint a Voting Delegate and Alternate Delegate for the 2022 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$2,300.

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 Regular Meeting at 12:00 a.m., 5/0



STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Rent Stabilization Study Session

RECOMMENDED ACTION:

It is recommended that the City Council receive the presentation on rent stabilization and provide feedback and direction to staff.

FISCAL IMPACT

To be determined after further feedback and direction is provided to staff.

DISCUSSION

Overview of Local Rent Stabilization

The City Council directed staff to bring back information on rent stabilization. At the June 14, 2022 and June 28, 2022 City Council Study Session, extensive public comment was received in support for tenant protection policies including an anti-harassment ordinance, a just cause eviction ordinance and rent control policies. At the conclusion of public comment, the City Council expressed support to modify the "Tenant Protections" policy in the draft Housing Element.

The draft Housing Element proposes the following to address tenant protections:

5.1.9 Tenant Protections. Pursue the development of citywide tenant protection policies for consideration by the City Council. These policies would address, but not necessarily be limited to, anti-harassment, just cause eviction, Tenant Opportunity to Purchase Act (TOPA), Community Opportunity to Purchase Act (COPA) and rent stabilization. The process would include inclusive public outreach with tenants, community-based organizations, landlords and other interested community members. The goal of this effort is to prepare and present an implementing ordinance for City Council consideration.

Staff researched other general law cities in California that have considered local rent restrictions. Some general law cities with local rent restrictions have grandfathered rent control ordinances adopted before the state legislature placed significant restrictions

on the type and age of units that may be subject to local rent regulations. Many of these cities adopted new or additional local rent restrictions to the extent allowed under current state law. The City of Oxnard adopted a rent stabilization ordinance (“RSO”) in May 2022, which is attached to this report as an illustration of a recent RSO.

What is the Difference Between Rent Control vs Rent Stabilization?

Although the terms “rent control” and “rent stabilization” are often used interchangeably, they are technically distinct. Both regulate the amount of rent that may be increased *during* a tenancy, but only “rent control” regulates the amount of rent charged when the tenancy begins. Under “rent stabilization,” annual increases of a tenant’s rent are limited. However, when a tenant moves out, the initial amount of rent for the next tenant is not restricted.

Cities in California can no longer adopt “full” rent control, which would regulate the amount of initial rent, due to the Costa-Hawkins Rental Housing Act (“Costa-Hawkins” or Civil Code § 1954.50 et seq.). Costa-Hawkins is a state law that, except in very limited circumstances, prohibits local restrictions on the amount of rent a landlord can charge at the beginning of a tenancy. Rent control ordinances that existed in 1995 when Costa-Hawkins was adopted were grandfathered, and the result is that there are a handful of cities with full rent control on certain types and ages of units within those cities.

Costa-Hawkins effectively prohibits new local “rent control,” so cities adopting local regulations after 1995 focus instead on “rent stabilization.” This type of regulation protects tenants during their tenancy by limiting how much the rent may be increased each year.

The Tenant Protection Act of 2019 (Civil Code § 1946.2 et seq.) enacted statewide rent stabilization. Beginning January 1, 2020, where applicable, rent may be annually increased no more than 5% plus the regional consumer price index (CPI) or 10%, whichever is less.

What Units Are Subject to Local Rent Regulation?

In addition to restrictions limits on initial rent, Costa-Hawkins significantly restricts which units may be subject to local rent stabilization. There are two categories of units for which rent increases during tenancy cannot be regulated by the City Council. The first category, with narrow exceptions, is single family homes that do not have an accessory unit, condominiums, and cooperatives. The second category is units first receiving a certificate of occupancy after February 1, 1995. This essentially means the City Council could adopt rent stabilization for units constructed on or before February 1, 1995 that share a property with at least one other unit that cannot be sold separately.

The Ellis Act (Government Code § 7060 et seq.) provides that landlords have a right to evict tenants if the landlord removes all of the units in the building from the rental market. The evicted tenants have certain rights including first right of return for a period of 10 years, re-rental must be the same as previous rents plus annual adjustments under

the system of rent control or stabilization for 5-years, and relocation payments must be provided to the tenant. The Ellis Act allows local governments to place conditions and restrictions on landlords who evict tenants in order to exit the market.

What Are Some Options to Consider for a City Rent Stabilization Ordinance?

Subject to the limits of state law, there are several options and elements the City Council could consider when establishing a local rent stabilization ordinance. The most common options and elements are briefly summarized below. Based on the City Council's preferences and objectives, staff would conduct further research to identify additional components or options where applicable.

1. What Types of Limits can the City put on the Amount Rent Increases and the Frequency of Rent Increases?

Under existing state law, up to two increases are allowed per 12-month period up to 5% plus the regional CPI or 10%, whichever is less. There are a variety of ways the City Council could establish a lower increase limit. For example, it could establish a limit using only a set percentage, or it could use a set percentage or CPI and establish the limit as whichever is higher or lower. For example, the City of Oxnard prohibits rent increases in excess of 4%, while the City of Beverly Hills prohibits rent increases in excess of the greater of 3% or CPI. Some cities have a limit set by a percentage of the CPI itself. The City of Los Gatos prohibits rent increases in excess of 5% or 70% of CPI, whichever is greater, unless an arbitrator determines a higher increase is reasonable based on certain criteria.

Where an increase limit references a CPI, the regulation could either describe how CPI is determined, such as the most recent 12-month increase in an identified CPI, or the City Council could establish a procedure for the City to determine and declare the CPI percentage amount for the calendar year or fiscal year. As an illustration, the City of Beverly Hills defines CPI as the "Consumer Price Index for the Los Angeles/Riverside/Orange County Area, as published by the United States Department of Labor, Bureau of Labor Statistics between May 1 of the then current year and May 1 of the immediately preceding year." The City of East Palo Alto, which limits rent increases to 80% of CPI or 10%, whichever is greater, issues a notice to landlords each May of the new increase limit.

The City Council could also limit the number of increases allowed, such as one increase per 12-month period versus the two increases allowed under existing law. In the alternative, increases could be limited to one per calendar or fiscal year.

2. Which Rental Units Would Be Subject to a City Rent Stabilization Ordinance?

The types of rental units subject to a City RSO is limited by the Costa-Hawkins Rental Housing Act, which protects units issued a certificate of occupancy after February 1, 1995 and units "separately alienable" from other units regardless of when the unit

received a certificate of occupancy. This latter category includes most single family homes, condominiums, and cooperatives.

With these limitations in mind, it may be possible to include some unit types that were excluded from the protections of the Tenant Protection Act of 2019, in addition to units not protected by Costa-Hawkins. Notably, Costa-Hawkins does not prohibit local regulation of units in certain circumstances containing serious health, safety, fire, or building code violations. Costa-Hawkins also does not prohibit local regulation of single family homes located on the same property as another dwelling unit, such as an accessory dwelling unit (ADU).

The Tenant Protection Act of 2019 only applies when a tenant has occupied a unit for at least 12 months and exempts units located on the same property as one other unit that is occupied by the property owner. A City RSO could apply to the first year of a tenancy and could include owner-occupied properties containing a rental unit.

3. What Can the City Require When a Landlord Seeks to Exit the Rental Housing Business and Withdraw a Rental Property from the Market?

The Ellis Act also defines the criteria under which the owners of apartments that are subject to rent control ordinances can remove the dwellings from the rental inventory. Cities are permitted to place some restrictions on the landlord's process of going out of business.

Cities may require landlords to file a "notice of intent to withdraw" and provide the city with information about the tenancy, such as names of tenants, dates of commencement, and rental rates. Cities may also require an extension of the termination date of tenancies, from the standard 120 days to a full year from the commencement of the withdrawal process, for tenants who are at least 62 years old or disabled.

Cities may also require by ordinance that an owner who offers accommodations again for rent or lease within a period not exceeding 10 years from the date on which they are withdrawn, and which are subject to the Ellis Act, shall first offer the unit to the tenant or lessee displaced from that unit by the withdrawal, if that tenant or lessee requests the offer in writing within 30 days after the owner has notified the city of an intention to offer the accommodations again for residential rent or lease pursuant to a requirement adopted by the city under Government Code § 7060.4(c).

4. What Options Does the City Have for Implementation and Enforcement of a Rent Stabilization Ordinance?

Existing state tenant protections are enforced through civil proceedings, which place the responsibility on the tenant to find legal representation to resolve disputes with the landlord. The City could explore initially implementing a similar model for certain disputes and measure its effectiveness over time, then determine whether to modify it based on experience. One benefit of this approach is that it may enable the City to implement rent stabilization quickly and cost effectively.

The City Council would need to establish a procedure for accommodating landlord requests for increases in rent above the established limit if needed to comply with the constitutional right of “fair return.” Some cities have a petition process that is reviewed and determined by staff. Other cities have a Rent Review Board to consider these types of requests.

The City’s ordinance could require owners of rental units to register the unit with the City to facilitate education and monitoring, but a separate registration may not be necessary because the City currently has landlords register with the City for the Residential Landlord Business License Tax (Measure O).

The City Council could consider providing, or partnering with nonprofit organizations that provide legal support resources and informal dispute resolution programs. Additional enforcement mechanisms could include the imposition of administrative fines, the initiation of judicial proceedings for injunction by the City, and establishment of violations as criminal misdemeanors.

Education is essential to achieving compliance. The City Council would need to determine whether the City Manager will be responsible for assigning staff or consultants to develop and implement an education and outreach program on rent stabilization or if Council wishes to create a Rent Review Board to develop policies and programs for education and outreach.

What Information Should the City Collect and Consider?

As part of the legislative history for a RSO, the City Council should make fact specific findings as part of the passage of the ordinance. If the City Council would like to proceed with the development of an RSO, there are certain kinds of information, listed below, that should be collected and reviewed as a part of the policy-development and decision-making process. Some of this information is available as a result of the recent update to the Housing Element.

The attached City of Oxnard RSO illustrates how specific economic and land use information is used to support a city’s exercise of its police power to adopt local rent increase restrictions.

- Amount of rental housing stock in the City, including “separately alienable” units (how many single family homes, condominiums, and cooperatives) and units first receiving a certificate of occupancy after February 1, 1995 exempted by Costa-Hawkins, which includes “separately alienable” units.
- Quantitative data on number of households, renters, landlords, and homeowners in the City.
- Economic data on City’s rental market, changes in rent over a defined time period, market forces and forecasting that would influence rent increase policies.

- City resources available to establish an enforcement or education program.
- Non-profit organizations available to assist with enforcement and/or education.

The City Attorney's Office can work with the Community Development Department to identify information available at the City to provide support for the findings. In general, Antioch has a lower share of above moderate income households and a higher share of lower-income households than the Bay Area region and Contra Costa County.

The typical contract rent for an apartment in Antioch was \$1,610 in 2019. Rental prices increased by 50.8 percent from 2009 to 2019. To rent a typical apartment without cost burden, a household would need to make \$64,560 per year.

The U.S. Department of Housing and Urban Development (HUD) considers housing to be affordable for a household if the household spends less than 30 percent of its income on housing costs. A household is considered "cost-burdened" if it spends more than 30 percent of its monthly income on housing costs, while those who spend more than 50 percent of their income on housing costs are considered "severely cost-burdened."

In Antioch, 20.3 percent of households spend 30-50 percent of their income on housing, while another 20.8 percent of households are severely cost burden and use the majority of their income for housing.

What is the Process for Adopting Rent Stabilization?

Rent stabilization would be adopted by ordinance. An ordinance requires two readings and must be adopted at a regular meeting or a regular adjourned meeting not earlier than five days following introduction (Government Code § 36931 et seq.). Following adoption, the entire ordinance must be published in a newspaper of general circulation. Generally effective on the 30 days following adoption. An ordinance must not conflict with the Constitutions (U.S. and California) and laws of California or United States (Government Code section 37100). Following adoption, the entire ordinance must be published in a newspaper of general circulation.

ATTACHMENTS

- A. Rent Stabilization Ordinance from the City of Oxnard (May 2022)
- B. AB 1482: The Tenant Protection Act of 2019
- C. The Costa-Hawkins Rental Housing Act (1995)
- D. The Ellis Act (1985)

ORDINANCE NO. 3013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE II TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING RENT STABILIZATION REGULATIONS INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE INCREASES THAT EXCEED FOUR PERCENT (4%) ANNUALLY

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of Oxnard hereby finds, determines and declares as follows:

- A. At the City Council meetings on October 19, 2021, February 9, 2022, and April 13, 2022, the City Council discussed the City of Oxnard's ("Oxnard" or "City") ability to address rent increases on residential real property.
- B. The increasing housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents by forcing them to choose between paying rent and providing food, clothing, and medical care for themselves and their families.
- C. The average household in the City has a median annual income of \$72,843, which is below the State median income (\$80,440) and the Ventura County median income (\$92,236). The median income in the City is also substantially lower than some of its neighboring cities, such as Thousand Oaks (\$109,378). The City's housing stock consists of 51,460 units—27,631 of which are owner-occupied and 23,829 of which are renter-occupied.
- D. The U.S. Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who classifies as impoverished. According to the Census Bureau, in 2019, the City had a poverty rate of 13.8%--a number that is higher than the national average of 12.3%.
- E. Between 1996 and 2016, median home sales prices in the Southern California Association of Governments ("SCAG") region increased 206% from \$180,870 to \$552,994. During that same period the median income decreased by \$3,616 (when adjusted to 2016 dollars). In Oxnard, the median home price increased by 40.2% between 2013-2019 (\$323,700 to \$453,900). However, during that same period, the median family income in Oxnard grew at a disproportionate rate of 19% (\$60,784 to \$72,843).

- F. The increase in the cost of housing within the City can be attributed to new developments in the past 20 years, such as new communities like Seabridge, RiverPark and Victoria Estates where a three bedroom home ranges from \$700,000 to \$2,000,000. The two-bedroom average rent in the City has increased by 18% over the past three years from \$1,823 to \$2,155, which indicates that households with the median income of \$72,843 cannot afford or would struggle to afford the average rent. A household with a median income of \$72,843 living in a two bedroom unit costing \$1,823 per month, would need to spend 30% of their income on housing.
- G. In the City, approximately 6,839 renter-occupied households had more than one occupant per room, which meets California's definition for overcrowding. Further, approximately 2,500 renter-occupied households had more than 1.5 occupants per room, which meets California's definition of severe overcrowding.
- H. The housing rent burden and poverty faced by many residents in Oxnard threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Studies have shown that evictions play an impactful role in the lives of low income renter households and can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children.
- I. Moreover, an eviction can remain on a renter's credit history for at least seven years, impacting one's ability to rent and find employment opportunities.
- J. The Costa-Hawkins Rental Housing Act, *California Civil Code* section 1954.50, et seq., limits the applicability of local rent stabilization policies, including prohibiting local jurisdictions from applying rent stabilization to certain residential rental properties. This Ordinance intends to comply with the Costa-Hawkins Rental Housing Act, and all other applicable state and federal laws.
- K. Increasing the number of homeless residents in Oxnard, particularly elderly residents who may be in need of medical or other care, could create a public health and safety risk.
- L. The economic conditions and recognized housing shortage in Southern California have the potential to detrimentally impact a substantial number of residents in Oxnard, and impose a particular hardship on senior citizens, persons living on fixed incomes, and other vulnerable persons living in Oxnard.
- M. The Mobilehome Residency Law ("MRL"), *California Civil Code* sections 798, et seq., expressly authorizes cities to regulate the setting and/or increasing of rents for the use and occupancy of a mobile home space, subject to certain exceptions.

- N. Through City Code Chapter 24, Article I, the City previously established a rent stabilization system for mobile home parks, and the City Council desires to leave that system intact.
- O. With the exception of City Code Chapter 24, Article I, the City has not previously regulated the setting and increasing of rents for residential real property. Given the concerns discussed herein, the City Council desires to evaluate rent stabilization policies protecting residents outside of mobile home parks from unreasonable rent increases, while ensuring that the owners of residential real property may earn a fair and reasonable return on their property.
- P. Pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, and welfare of the City and its residents.
- Q. Based on the foregoing facts, and the facts presented to the City Council at the meetings at which this ordinance was introduced and adopted, the City Council finds that allowing owners of residential real property to have unfettered discretion to increase rents would pose a threat to the public health, safety, and welfare, and that a prohibition of rent increases, except as allowed herein, is therefore necessary.
- R. The City Council hereby adopts these regulations in order to address the threats set forth below.
1. Absent the adoption of this ordinance, as a result of the economic conditions and recognized housing shortage in Southern California, significant rent increases will impact a substantial number of residents in Oxnard and constitute a threat to public health, safety, and welfare, and a particular hardship for senior citizens, persons living on fixed incomes, and other vulnerable persons living in the City;
 2. For the preservation of the public peace, health, and safety, the City Council finds that it is necessary to adopt an ordinance stabilizing rents for all of the reasons set forth in the recitals above, which are hereby incorporated by reference; and
 3. Certain aspects of public health, safety, and welfare are not adequately protected by the City's existing mobile home park rent stabilization system both because of that system's limited scope and due to the City's lack of rent stabilization mechanics or controls on residential real property generally, and it is in the interest of the City, owners, residents, and the community as a whole that the City adopt regulations to protect affordable housing within the City, including, but not limited to, rent stabilization regulations applicable to residential real property generally.

- S. The direction for this ordinance dated October 19, 2021, February 9, 2022, and April 13, 2022, shall be incorporated herein by this reference, and together with this ordinance, any amendments or supplements, and oral testimony, shall constitute the necessary findings for this ordinance.
- T. The City Council finds, determines and declares that the threat to the public health, safety, and welfare of the City and its residents necessitates the enactment of the ordinance.

Section 2. The recitals and statements of fact set forth in the preamble to this ordinance are true and correct, constitute a substantive part of this ordinance, and are incorporated herein by this reference.

Section 3. Chapter 27, Article II, is hereby added to the City Code to read as follows:

“Article II: RENT STABILIZATION

SEC. 27-20. CITATION.

This Article shall be known as the “Rent Stabilization Ordinance.”

SEC. 27-21. PROHIBITED INCREASES.

Increases in rent on residential real property in the city of Oxnard in excess of four percent (4%), and more than one rent increase in any twelve (12) month period, are prohibited, unless expressly exempt under the Costa-Hawkins Rental Housing Act codified in California Civil Code section 1954.50, et seq.

SEC. 27-22. REASONABLE RATE OF RETURN.

This ordinance allows for an annual adjustment of residential real property rent of up to four percent (4%). Such an increase is found and determined to provide a just and reasonable return on an owner's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, however, any owner of residential real property who contends that the limit on rental increases set forth in Section 27-21 above will prevent the owner from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in section 27-21 pursuant to the procedures set forth in section 27-23.

SEC. 27-23. FAIR RETURN PETITION FOR RENT INCREASE.

(A) An owner of residential real property may petition for a rent increase in excess of that provided in section 27-21 in order to obtain a fair and reasonable return on their property ("Fair Return Petition"). Such Fair Return Petition shall be on an application form prescribed by the City Manager and shall be decided by the City Manager, or their designee ("City Manager"). Owner shall provide a copy of any Fair Return Petition submitted to the city to the applicable tenant(s), and provide City with proof of completing such service to the applicable tenant(s). The tenant(s) will then have thirty (30) days from the date of receiving the Fair Return Petition to reply or provide additional materials to the City in response to the Fair Return Petition. The owner shall bear the burden of establishing that a rate increase in excess of that provided in section 27-21 is necessary to provide the owner with a fair and reasonable return on their property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, they will not realize a fair and reasonable return on their property.

(B) Owner shall be responsible for all costs associated with the City's review of the Fair Return Petition. Upon receipt of a Fair Return Petition, the City Manager shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the owner's request. If the City Manager so determines, the City Manager shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the Owner, and the Fair Return Petition shall not be processed until the owner has paid to the city the estimated cost of the complete analysis. City will provide owner with an invoice of all costs incurred after the review of the Fair Return Petition. Any unused portion of the advance payment for analysis shall be refunded to the owner. If additional funds are required, payment will be required before Owner receives the determination on the Fair Return Petition from the city.

(C) The factors the City Manager may consider in deciding a Fair Return Petition may include, but not be limited to:

- (1) Changes in the Consumer Price Index for All Urban Consumers in the Oxnard-Thousand Oaks-Ventura Metropolitan Area published by the Bureau of Labor Statistics.
- (2) The length of time since the last determination by the City Manager on a rent increase application, or the last rent increase if no previous rent increase application has been made.
- (3) The completion of any capital improvements or rehabilitation work related to the residential real property or mobile home space or spaces specified in the Fair Return Petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the City Manager deems appropriate.

- (4) Changes in property taxes or other taxes related to the subject residential real property or mobile home park.
- (5) Changes in the rent paid by the owner for the lease of the residential real property or land on which the subject mobile home park is located.
- (6) Changes in the utility charges for the subject residential real property or mobile home park paid by the owner, and the extent, if any, of reimbursement from the tenants.
- (7) Changes in reasonable operating and maintenance expenses.
- (8) The need for repairs caused by circumstances other than ordinary wear and tear.
- (9) The amount and quality of services provided by the owner to the affected tenant(s).

(D) A Fair Return Petition shall be decided by the City Manager within sixty (60) calendar days of the date that the application has been deemed complete, including proof of service of the Fair Return Petition on the applicable tenant(s). The decision shall be emailed and sent by mail, with proof of mailing to the subject property owner, the owner's designated representative(s) for the Fair Return Petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision of the City Manager shall be final and not appealable.

SEC. 27-24. EXEMPTIONS.

(A) Pursuant to the Costa-Hawkins Rental Housing Act, the provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following: any residential real property that has a certificate of occupancy issued after February 1, 1995 (California Civil Code section 1954.52(a)(1)); and, any other provisions of the Costa-Hawkins Rental Housing Act addressing exemptions, as applicable.

(B) Pursuant to the Tenant Protection Act of 2019, California Civil Code section 1947.12(d), the provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

- (1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides

housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

- (2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- (3) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(a) The owner is not any of the following:

- i. A real estate investment trust, as defined in section 856 of the Internal Revenue Code.
- ii. A corporation.
- iii. A limited liability company in which at least one member is a corporation.

(b) At the time the tenancy is created:

- i. The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by Oxnard City Code Chapter 27, Article II and the owner is not any of the following: (1) a real estate investment trust, as defined by section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

- ii. For a tenancy existing before the effective date of this ordinance, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.
- iii. For a tenancy commenced or renewed on or after the effective date of this ordinance, the notice required under clause (i) must be provided in the rental agreement.

- (4) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy

so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

(C) The provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following:

- (1) A unit subject to City Code Chapter 24, Article I, the City's Mobile Home Park Rent Stabilization System.
- (2) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of less than 30 days; and other transient occupancies as defined in California Civil Code section 1940, subdivision (b).
- (3) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled; a rental unit in a transitional housing program that assists homeless persons as defined in California Civil Code section 1954.12; a convent or monastery owned and operated by a religious organization; and a fraternity or sorority house affiliated with a college or university.
- (4) A unit that the owner or the owner's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the owner or the owner's immediate family continues in occupancy.

SEC. 27-25. RENT INCREASE INEFFECTIVE.

No rent increase shall be effective if the owner:

- (A) Fails to substantially comply with all provisions of this article, including but not limited to the failure to provide notices as required; or
- (B) Fails to maintain the residential real property in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or
- (C) Fails to make repairs ordered by the city or court of competent jurisdiction.

SEC. 27-26. NOTICE REQUIREMENTS.

- (A) An owner of any residential real property subject to this article shall, on or before the date of commencement of a tenancy, give the tenant a written notice in a form prescribed by the City which must include the following information:

- (1) The existence and scope of this Chapter 27, Article II of the City Code; and
- (2) The tenant's right to respond to any Fair Return Petition filed with the City by the owner pursuant to section 27-23.

(B) As part of any notice to increase rent, an owner must include:

- (1) Notice of the existence of this Chapter 27, Article II of the City Code; and
- (2) The tenant's right to respond to any Fair Return Petition filed with the City by the owner pursuant to section 27-23, unless such rent increase is pursuant to an approved Fair Return Petition.
- (3) No rent increase shall take effect until the requirements of this article have been met.

(C) When the owner and tenant have entered into a written lease, the owner must give notices to the tenant in the language used in the lease. When the owner and tenant have not entered into a written lease, the owner must give notices to the tenant in the language that the owner and tenant used to negotiate the terms of the tenancy.

SEC. 27-27. DEFINITION OF RENT.

For the purposes of this article, "Rent" means all periodic payments and all nonmonetary consideration, including, but not limited to, the fair market value of goods or services rendered to or for the benefit of the owner under an agreement concerning the use or occupancy of residential real property, including, but not limited to, all payment and consideration demanded or paid for parking, pets, furniture, and subletting.

SEC. 27-28. VIOLATIONS.

(a) It shall be unlawful for any person to violate or fail to comply with any provision of this article. The violation of any provision of this article shall first be punished through the use of a civil citation, prior to prosecution as a misdemeanor, infraction, or civil injunction as provided in City Code section 1-10.

(b) Any owner who intentionally demands, accepts or retains any payment in violation of the provisions of this article shall be liable in a civil action to the tenant from whom such payment is demanded, accepted, or retained for damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the maximum amount which could be lawfully demanded, accepted, or retained together with reasonable attorneys' fees and costs as determined by the court.

SEC. 27-29. FEE ESTABLISHED.

Owners subject to this Ordinance shall pay the rent stabilization fee as established by city council resolution. The rent stabilization program fee is to fund the city's cost to implement and enforce the provisions of this Ordinance.

SEC. 27-30. SUNSET.

This Article shall automatically sunset on December 31, 2030."

Section 4. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in section 15378 of the State CEQA Guidelines.

Section 5. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared invalid or unconstitutional.

Section 6. Within 15 days after passage, the City Clerk shall cause a summary of this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 3013 was first read on April 13, 2022, and finally adopted on May 3rd, 2022, to become effective thirty (30) days thereafter.

Section 7. This ordinance shall become effective thirty (30) days after it is finally adopted. The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 3rd day of May, 2022, by the following vote:

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AYES: Councilmembers Basua, Lopez, Madrigal, Teran and Zaragoza

NOES: Councilmembers MacDonald and Perello

ABSENT: None.

ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

ATTACHMENT B

Assembly Bill No. 1482

CHAPTER 597

An act to add and repeal Sections 1946.2, 1947.12, and 1947.13 of the Civil Code, relating to tenancy.

[Approved by Governor October 8, 2019. Filed with Secretary
of State October 8, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1482, Chiu. Tenant Protection Act of 2019: tenancy: rent caps.

Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.

This bill would, with certain exceptions, prohibit an owner, as defined, of residential real property from terminating a tenancy without just cause, as defined, which the bill would require to be stated in the written notice to terminate tenancy when the tenant has continuously and lawfully occupied the residential real property for 12 months, except as provided. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill, if the violation is not cured within the time period set forth in the notice, would authorize a 3-day notice to quit without an opportunity to cure to be served to terminate the tenancy. The bill would require, for no-fault just cause terminations, as specified, that the owner, at the owner's option, either assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified, or waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due. The bill would require the actual amount of relocation assistance or rent waiver provided to a tenant that fails to vacate after the expiration of the notice to terminate the tenancy to be recoverable as damages in an action to recover possession. The bill would provide that if the owner does not provide relocation assistance, the notice of termination is void. The bill would except certain properties and circumstances from the application of its provisions. The bill would require an owner of residential property to provide prescribed notice to a tenant of the tenant's rights under these

provisions. The bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions, as defined. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.

Existing law governs the hiring of residential dwelling units and requires a landlord to provide specified notice to tenants prior to an increase in rent. Existing law, the Costa-Hawkins Rental Housing Act, prescribes statewide limits on the application of local rent control with regard to certain properties. That act, among other things, authorizes an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that meets specified criteria, subject to certain limitations.

This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would require the Legislative Analyst's Office to submit a report, on or before January 1, 2030, to the Legislature regarding the effectiveness of these provisions. The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment. The bill would authorize an owner who increased the rent by less than the amount specified above between March 15, 2019, and January 1, 2020, to increase the rent twice within 12 months of March 15, 2019, but not by more than the amount specified above. The bill would void any waiver of the rights under these provisions.

The Planning and Zoning Law requires the owner of an assisted housing development in which there will be an expiration of rental restrictions to, among other things, provide notice of the proposed change to each affected tenant household residing in the assisted housing development subject to specified procedures and requirements, and to also provide specified entities notice and an opportunity to submit an offer to purchase the development prior to the expiration of the rental restrictions.

This bill would authorize an owner of an assisted housing development, who demonstrates, under penalty of perjury, compliance with the provisions described above with regard to the expiration of rental restrictions, to

establish the initial unassisted rental rate for units without regard to the cap on rent increases discussed above, but would require the owner to comply with the above cap on rent increases for subsequent rent increases in the development. The bill would authorize an owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development to establish the initial rental rate for the unit upon the expiration of the restriction, but would require the owner to comply with the above cap on rent increases for subsequent rent increases for the unit. The bill would repeal these provisions on January 1, 2030. The bill would void any waiver of the rights under these provisions. By requiring an owner of an assisted housing development to demonstrate compliance with specified provisions under penalty of perjury, this bill would expand the existing crime of perjury and thus would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known, and may be cited, as the Tenant Protection Act of 2019.

SEC. 2. Section 1946.2 is added to the Civil Code, to read:

1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, “just cause” includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant’s income, at the owner’s option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant’s right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant’s rent that was in effect when the owner issued

the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

The provision of the notice shall be subject to Section 1632.

(g) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is “more protective” if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) For the purposes of this section, the following definitions shall apply:

(1) “Owner” and “residential real property” have the same meaning as those terms are defined in Section 1954.51.

(2) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 3. Section 1947.12 is added to the Civil Code, to read:

1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections

1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A duplex in which the owner occupied one of the units as the owner’s principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst’s Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) “Owner” and “residential real property” shall have the same meaning as those terms are defined in Section 1954.51.

(2) “Percentage change in the cost of living” means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

(3) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019. This section shall become operative January 1, 2020.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

SEC. 4. Section 1947.13 is added to the Civil Code, to read:

1947.13. (a) Notwithstanding Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable law or regulation intended to promote the preservation of assisted housing, may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) “Assisted housing development” has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) “Expiration of rental restrictions” has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

State of California Tenant Protection Act of 2019 (AB 1482)

Name of Legislation

(AB 1482)

California Civil Code

Division 3. Obligations

Part 4. Obligations Arising from Particular Transactions

Title 5. Hiring

Chapter 2. Hiring of Real Property

Tenant Protection Act of 2019

1946.2 Just Cause

1947.12. Cap on rent increases.

1947.13 Assisted and Affordable Housing

Effective Dates

Effective 1/1/20 and scheduled to expire on 1/1/30.

Note: AB 1482 is preempted by more protective local rent control ordinances, and ordinances requiring just cause that were 1); adopted on or before 9/1/19, or 2); adopted or amended after that date and with *more protective* just cause provisions than AB 1482.

Exemptions

Apartments built within 15 years of the current date are exempt (“rolling” exemption), along with hotels and related short-term housing, medical facilities, dormitories, and religious, extended, or residential care facilities. Duplexes are exempt where the owner occupies one unit as a principal place of residence at the start of the tenancy, and continues to live there throughout.

Single family homes are exempt where 1) the owner is a “natural person” rather than an institutional investor like a corporation, real-estate investment trust, or LLC with at least one corporate member, 2) the owner maintains a principal residence in the unit and shares a bathroom or kitchen with the tenant, or 3) owner-occupied homes where the owner rents two or less units (granny flats, ADU).



CAUTION

Tenants of an exempt single family dwelling must be notified in writing in the lease or rental agreement that the unit is exempt, using the exact language specified in Cal. Civ. Code. §§ 1946.2(8)(B)(i-iii) and 1947.12(5)(B)(i-iii).

Administration

No state agency is responsible for enforcement. Tenant must file a lawsuit to enforce rights.

Cap on rent increases

Annual rent increases are limited to the lesser of 5% plus the metropolitan area Consumer Price Index, or 10% of the total of the lowest gross rental rate charged at any time during the 12 months prior to the effective date of the increase.

Starting 1/1/20 the base rent for calculating increases is the rent in effect as of 3/15/19. Rent may be increased only twice over any 12 month period. (Cal Civ. Code § 1947.12.)

Just Cause required for Eviction?

Just cause applies once the tenant has continuously and lawfully occupied the unit for 12+ months. If additional tenant(s) are added *before the existing tenant has occupied for 24 months*, then *all* tenants must have occupied the unit for 12+ months, or *one or more* tenants for 24+ months. (Cal Civ. Code § 1946.2(a).)

Other

Tenants subjected to a no-fault eviction are entitled to either relocation assistance or a rent waiver equal to one month’s rent. (Cal Civ. Code § 1946.2.)

For a curable lease violation (tenant at fault, see below), the owner must first give the tenant notice and an opportunity to cure pursuant to California Code CCP 1161(3) (i.e., 3 day notice to cure or quit). A three-day notice to quit without an opportunity to cure can then be served to terminate the tenancy. For a no-fault termination, the tenant must be informed of the right to relocation assistance or rent waiver.

Reasons Allowed for Just Cause Evictions—Tenant at Fault (Cal. Civ. Code § 1946.2(a))	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Breach of the lease.	Breach as described in Cal. Civ. Proc. § 1161(3), including violation of a provision of the lease after being issued a written notice to correct the violation.
Maintaining, committing, or permitting nuisance.	Tenant commits or maintains a public nuisance as described in Cal. Civ. Proc. § 1161(4), Cal Civ. Code § 3482.8 (dog/cockfighting), 3485(c) (guns & ammo) or 3486(c) (drugs).
Committing waste.	See Cal Civ. Code § 1161(4).
Tenant refuses to renew.	A written lease terminates after 1/1/20, and following a written request tenant refuses to execute a renewal of similar duration and terms. Refusal to renew can include tenant's failure to agree to a clause allowing for landlord move-in. Cal Civ. Code § 1161(2)(A)(ii).
Criminal activity.	Tenant engages in criminal activity on the property, (including common areas), or criminal activity or threats, as defined in Penal Code 422(a) (death or great bodily injury to another person), on or off the property, directed at owner or owner's agent.
Assigning or subletting in violation of lease.	Assigning or subletting the premises in violation of the lease, per Cal Civ. Code § 1161(4).
Tenant refuses to allow landlord reasonable access to the unit.	Tenant's refusal to allow access as authorized by Cal Civ. Code § 1101.5, 1954, and 1946.2 and Cal. Health and Safety Code §§ 13113.7 and 17926.1.
Using premises for unlawful purpose.	Unlawful purpose as described in Cal Civ. Proc. § 1161(4), i.e., Cal. Civ. Code §§ 3482.8 (dog/cockfighting), 3485(c) (guns & ammo) and 3486(c) (drugs).
Terminated employee refuses to vacate.	Tenant is landlord's employee, agent, or licensee who refuses to vacate following termination. (Cal. Civ. Code § 1161(1).)
Hold-over tenant.	Tenant fails to deliver possession after providing written notice pursuant to Cal. Civ. Code §1946 of tenant's intention to terminate the lease; or tenant's written offer to surrender is accepted in writing by the landlord, but tenant fails to deliver. (Cal Civ. Proc. § 1161(5).)

Reasons Allowed for Just Cause Evictions—No Fault	
Owner move-in by owner or owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents.	<p>For leases entered into on or after 7/1/20, move-ins are available only if the tenant agrees in writing, or if a lease provision specifically allows termination for owner move-ins.</p> <p>Adding a provision to a renewal which allows termination for owner move-in constitutes a “similar provision” for the purposes of refusing to renew a lease.</p>
Withdrawal of property from the rental market.	
Landlord must evict tenant to comply with a local ordinance or an order from a court or government agency.	<p>Eviction must be necessary to comply with (I) a government agency or court order relating to habitability that requires vacating the property; (II) a government agency or court order to vacate the property; or (III) a local ordinance that requires vacating the property.</p> <p>If a government agency or court determines tenant is at fault for triggering the order/need to vacate under Clause (I), the tenant is not entitled to relocation assistance.</p>
Intent to demolish or to substantially remodel the property.	<p>“Substantially remodel” means the replacement or substantial modification requiring a permit, or abatement of hazardous materials that requires the tenant to vacate for at least 30 days. Cosmetic improvements alone that can be performed safely without vacating, don’t qualify as substantial rehabilitation.</p>

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CIVIL CODE - CIV**DIVISION 3. OBLIGATIONS [1427 - 3273.16]** (*Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)***PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273.16]** (*Part 4 enacted 1872.)***TITLE 5. HIRING [1925 - 1997.270]** (*Title 5 enacted 1872.)***CHAPTER 2.7. Residential Rent Control [1954.50 - 1954.535]** (*Title 5 added by Stats. 1995, Ch. 331, Sec. 1.)***1954.50.** This chapter shall be known and may be cited as the Costa-Hawkins Rental Housing Act.(*Added by Stats. 1995, Ch. 331, Sec. 1. Effective January 1, 1996.*)**1954.51.** As used in this chapter, the following terms have the following meanings:

(a) "Comparable units" means rental units that have approximately the same living space, have the same number of bedrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.

(b) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent.

(c) "Prevailing market rent" means the rental rate that would be authorized pursuant to 42 U.S.C.A. 1437 (f), as calculated by the United States Department of Housing and Urban Development pursuant to Part 888 of Title 24 of the Code of Federal Regulations.

(d) "Public entity" has the same meaning as set forth in Section 811.2 of the Government Code.

(e) "Residential real property" includes any dwelling or unit that is intended for human habitation.

(f) "Tenancy" includes the lawful occupation of property and includes a lease or sublease.

(*Added by Stats. 1995, Ch. 331, Sec. 1. Effective January 1, 1996.*)**1954.52.** (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:

(1) It has a certificate of occupancy issued after February 1, 1995.

(2) It has already been exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units.

(3) (A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.

(B) This paragraph does not apply to either of the following:

(i) A dwelling or unit where the preceding tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827.

(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. The initial rent amount of the unit for purposes of this chapter shall be the lawful rent in effect on May 7, 2001, unless the rent amount is governed by a different provision of this chapter. However, if a condominium dwelling or unit meets the criteria of paragraph (1) or (2) of subdivision (a), or if all the dwellings or units except one have been sold separately by the subdivider to bona fide purchasers

for value, and the subdivider has occupied that remaining unsold condominium dwelling or unit as his or her principal residence for at least one year after the subdivision occurred, then subparagraph (A) of paragraph (3) shall apply to that unsold condominium dwelling or unit.

(C) Where a dwelling or unit in which the initial or subsequent rental rates are controlled by an ordinance or charter provision in effect on January 1, 1995, the following shall apply:

(i) An owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all existing and new tenancies in effect on or after January 1, 1999, if the tenancy in effect on or after January 1, 1999, was created between January 1, 1996, and December 31, 1998.

(ii) Commencing on January 1, 1999, an owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all new tenancies if the previous tenancy was in effect on December 31, 1995.

(iii) The initial rental rate for a dwelling or unit as described in this paragraph in which the initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not, until January 1, 1999, exceed the amount calculated pursuant to subdivision (c) of Section 1954.53. An owner of residential real property as described in this paragraph may, until January 1, 1999, establish the initial rental rate for a dwelling or unit only where the tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of the Code of Civil Procedure.

(b) Subdivision (a) does not apply where the owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(c) Nothing in this section shall be construed to affect the authority of a public entity that may otherwise exist to regulate or monitor the basis for eviction.

(d) This section does not apply to any dwelling or unit that contains serious health, safety, fire, or building code violations, excluding those caused by disasters for which a citation has been issued by the appropriate governmental agency and which has remained unabated for six months or longer preceding the vacancy.

(Amended by Stats. 2004, Ch. 568, Sec. 4. Effective January 1, 2005.)

1954.53. (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial rental rate for a dwelling or unit, except where any of the following applies:

(1) The previous tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. For the purpose of this paragraph, the owner's termination or nonrenewal of a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, shall be construed as a change in the terms of the tenancy pursuant to Section 827.

(A) In a jurisdiction that controls by ordinance or charter provision the rental rate for a dwelling or unit, an owner who terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant may not set an initial rent for three years following the date of the termination or nonrenewal of the contract or agreement. For any new tenancy established during the three-year period, the rental rate for a new tenancy established in that vacated dwelling or unit shall be at the same rate as the rent under the terminated or nonrenewed contract or recorded agreement with a governmental agency that provided for a rent limitation to a qualified tenant, plus any increases authorized after the termination or cancellation of the contract or recorded agreement.

(B) Subparagraph (A) does not apply to any new tenancy of 12 months or more duration established after January 1, 2000, pursuant to the owner's contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, unless the prior vacancy in that dwelling or unit was pursuant to a nonrenewed or canceled contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant as set forth in that subparagraph.

(2) The owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(3) The initial rental rate for a dwelling or unit whose initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not until January 1, 1999, exceed the amount calculated pursuant to

subdivision (c).

(b) Subdivision (a) applies to, and includes, renewal of the initial hiring by the same tenant, lessee, authorized subtenant, or authorized sublessee for the entire period of his or her occupancy at the rental rate established for the initial hiring.

(c) The rental rate of a dwelling or unit whose initial rental rate is controlled by ordinance or charter provision in effect on January 1, 1995, shall, until January 1, 1999, be established in accordance with this subdivision. Where the previous tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of Code of Civil Procedure, an owner of residential real property may, no more than twice, establish the initial rental rate for a dwelling or unit in an amount that is no greater than 15 percent more than the rental rate in effect for the immediately preceding tenancy or in an amount that is 70 percent of the prevailing market rent for comparable units, whichever amount is greater.

The initial rental rate established pursuant to this subdivision may not substitute for or replace increases in rental rates otherwise authorized pursuant to law.

(d) (1) Nothing in this section or any other provision of law shall be construed to preclude express establishment in a lease or rental agreement of the rental rates to be applicable in the event the rental unit subject thereto is sublet. Nothing in this section shall be construed to impair the obligations of contracts entered into prior to January 1, 1996.

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit. Nothing contained in this section shall be construed to enlarge or diminish an owner's right to withhold consent to a sublease or assignment.

(4) Acceptance of rent by the owner does not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate, unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

(e) Nothing in this section shall be construed to affect any authority of a public entity that may otherwise exist to regulate or monitor the grounds for eviction.

(f) This section does not apply to any dwelling or unit if all the following conditions are met:

(1) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the Health and Safety Code, excluding any violation caused by a disaster.

(2) The citation was issued at least 60 days prior to the date of the vacancy.

(3) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(Amended by Stats. 2004, Ch. 568, Sec. 5. Effective January 1, 2005.)

1954.535. Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days' written notice of the effective date of the termination and shall not be obligated to pay more than the tenant's portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination of nonrenewal of the contract.

(Added by Stats. 1999, Ch. 590, Sec. 3. Effective January 1, 2000.)

ATTACHMENT D

Assembly Bill No. 1399

CHAPTER 596

An act to amend Sections 7060.2, 7060.4, and 7060.7 of the Government Code, relating to residential real property.

[Approved by Governor October 8, 2019. Filed with Secretary of State October 8, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1399, Bloom. Residential real property: rent control: withdrawal of accommodations.

(1) Existing law, commonly known as the Ellis Act, generally prohibits public entities from adopting any statute, ordinance, or regulation, or taking any administrative action, as specified, to compel the owner of residential real property to offer or to continue to offer accommodations, as defined, in the property for rent or lease. Existing law authorizes a public entity acting pursuant to the Ellis Act to require an owner who offers accommodations for rent or lease within a period not exceeding 10 years from the date on which they were withdrawn, as specified, to first offer the unit to the tenant or lessee displaced from that unit by the withdrawal, subject to certain requirements. If the owner fails to comply with this requirement, the owner is liable to a displaced tenant or lessee for punitive damages not to exceed 6 months' rent.

This bill would prohibit a payment of the above-described punitive damages from being construed to extinguish the owner's obligation to offer the accommodations to a prior tenant or lessee, as described above.

(2) Existing law qualifies the Ellis Act prohibition on compelling owners to offer or to continue to offer accommodations by, among other things, permitting a public entity to require an owner to provide notice that the owner has initiated actions to terminate tenancies and, in this situation, the date of withdrawal of accommodations would be 120 days from the delivery of the notice. Existing law extends the term for the withdrawal of accommodations, in this context, to one year if the tenant or lessee is 62 years of age or older, or disabled, and other conditions are met.

This bill, with regard to the withdrawal of accommodations and the extension of tenancies, as described above, would require the date of withdrawal for the accommodations as a whole to be the latest termination date among all tenants within the accommodations for purposes of calculating specified time periods, as specified. The bill would make conforming changes to clarify the application of these provisions with respect to accommodations with multiple units and with respect to requirements to give notice to public entities and tenants with extended tenancies. The bill would also conform a statement of legislative intent relating to the Ellis Act

to specify that it is not intended to permit an owner to return to the rental market less than all of the accommodations, among other things. The bill would also amend this statement of legislative intent to make further statements regarding what the act is not intended to permit on the part of an owner.

The people of the State of California do enact as follows:

SECTION 1. Section 7060.2 of the Government Code is amended to read:

7060.2. If a public entity, by valid exercise of its police power, has in effect any control or system of control on the price at which accommodations may be offered for rent or lease, that entity may, notwithstanding any provision of this chapter, provide by statute or ordinance, or by regulation as specified in Section 7060.5, that any accommodations which have been offered for rent or lease and which were subject to that control or system of control at the time the accommodations were withdrawn from rent or lease, shall be subject to the following:

(a) (1) For all tenancies commenced during the time periods described in paragraph (2), the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of intent to withdraw the accommodations is filed with the public entity, plus annual adjustments available under the system of control.

(2) The provisions of paragraph (1) shall apply to all tenancies commenced during either of the following time periods:

(A) The five-year period after any notice of intent to withdraw the accommodations is filed with the public entity, whether or not the notice of intent is rescinded or the withdrawal of the accommodations is completed pursuant to the notice of intent.

(B) The five-year period after the accommodations are withdrawn.

(3) This subdivision shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the accommodations.

(b) If the accommodations are offered again for rent or lease for residential purposes within two years of the date the accommodations were withdrawn from rent or lease, the following provisions shall govern:

(1) The owner of the accommodations shall be liable to any tenant or lessee who was displaced from the property by that action for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of the withdrawal of the accommodations from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) A public entity which has acted pursuant to this section may institute a civil proceeding against any owner who has again offered accommodations for rent or lease subject to this subdivision, for exemplary damages for

displacement of tenants or lessees. Any action by a public entity pursuant to this paragraph shall be brought within three years of the withdrawal of the accommodations from rent or lease.

(3) Any owner who offers accommodations again for rent or lease shall first offer the unit for rent or lease to the tenant or lessee displaced from that unit by the withdrawal pursuant to this chapter, if the tenant has advised the owner in writing within 30 days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed. That tenant, lessee, or former tenant or lessee may advise the owner at any time during the eligibility of a change of address to which an offer is to be directed.

If the owner again offers the accommodations for rent or lease pursuant to this subdivision, and the tenant or lessee has advised the owner pursuant to this subdivision of a desire to consider an offer to renew the tenancy, then the owner shall offer to reinstitute a rental agreement or lease on terms permitted by law to that displaced tenant or lessee.

This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided in this subdivision, and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(c) A public entity which has acted pursuant to this section, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that an owner who offers accommodations again for rent or lease within a period not exceeding 10 years from the date on which they are withdrawn, and which are subject to this subdivision, shall first offer the unit to the tenant or lessee displaced from that unit by the withdrawal, if that tenant or lessee requests the offer in writing within 30 days after the owner has notified the public entity of an intention to offer the accommodations again for residential rent or lease pursuant to a requirement adopted by the public entity under subdivision (c) of Section 7060.4. The owner of the accommodations shall be liable to any tenant or lessee who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract rent for six months, and the payment of which shall not be construed to extinguish the owner's obligation to comply with this subdivision.

(d) If the accommodations are demolished, and new accommodations are constructed on the same property, and offered for rent or lease within five years of the date the accommodations were withdrawn from rent or lease, the newly constructed accommodations shall be subject to any system of controls on the price at which they would be offered on the basis of a fair and reasonable return on the newly constructed accommodations, notwithstanding any exemption from the system of controls for newly constructed accommodations.

(e) The amendments to this section enacted by the act adding this subdivision shall apply to all new tenancies created after December 31, 2002. If a new tenancy was lawfully created prior to January 1, 2003, after a lawful withdrawal of the unit under this chapter, the amendments to this section enacted by the act adding this subdivision may not apply to new tenancies created after that date.

SEC. 2. Section 7060.4 of the Government Code is amended to read:

7060.4. (a) Any public entity which, by a valid exercise of its police power, has in effect any control or system of control on the price at which accommodations are offered for rent or lease, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that the owner notify the entity of an intention to withdraw those accommodations from rent or lease and may require that the notice contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name or names of the tenants or lessees of the accommodations, and the rent applicable to each residential rental unit.

Information respecting the name or names of the tenants, the rent applicable to any residential rental unit, or the total number of accommodations, is confidential information and for purposes of this chapter shall be treated as confidential information by any public entity for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). A public entity shall, to the extent required by the preceding sentence, be considered an “agency,” as defined by subdivision (d) of Section 1798.3 of the Civil Code.

(b) The statute, ordinance, or regulation of the public entity may require that the owner record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the statute, ordinance, or regulation, and require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies. In that situation, the date on which the accommodations are withdrawn from rent or lease for purposes of this chapter is 120 days from the delivery in person or by first-class mail of that notice to the public entity. However, if the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations or unit within the accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw pursuant to subdivision (a), then the date of withdrawal of the accommodations of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant or lessee gives written notice of their entitlement to an extension to the owner within 60 days of the date of delivery to the public entity of the notice of intent to withdraw. In that situation, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to

withdraw, subject to any adjustments otherwise available under the system of control.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The owner may elect to extend the tenancy on any other unit within the accommodations up to one year after date of delivery to the public entity of the notice of intent to withdraw, subject to paragraphs (1) and (2).

(4) Within 30 days of the notification by the tenant or lessee to the owner of their entitlement to an extension, the owner shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations or unit within the accommodations for one year after date of delivery to the public entity of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the public entity of the notice of intent to withdraw, the owner shall give written notice of the owner's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the public entity and any tenant or lessee whose tenancy is extended.

(6) The date of withdrawal for the accommodations as a whole, for purposes of calculating the time periods described in Section 7060.2, shall be the latest termination date among all tenants within the accommodations, as stated in the notices required by paragraphs (4) and (5). An owner's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

(c) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify any tenant or lessee displaced pursuant to this chapter of the following:

(1) That the public entity has been notified pursuant to subdivision (a).

(2) That the notice to the public entity specified the name and the amount of rent paid by the tenant or lessee as an occupant of the accommodations.

(3) The amount of rent the owner specified in the notice to the public entity.

(4) Notice to the tenant or lessee of their rights under paragraph (3) of subdivision (b) of Section 7060.2.

(5) Notice to the tenant or lessee of the following:

(A) If the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of their entitlement to the owner within 60 days of date of delivery to the public entity of the notice of intent to withdraw.

(B) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(C) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

(d) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify the public entity in writing of an intention to again offer the accommodations for rent or lease.

SEC. 3. Section 7060.7 of the Government Code is amended to read:

7060.7. It is the intent of the Legislature in enacting this chapter to supersede any holding or portion of any holding in *Nash v. City of Santa Monica*, 37 Cal.3d 97 to the extent that the holding, or portion of the holding, conflicts with this chapter, so as to permit landlords to go out of business. However, this act is not otherwise intended to do any of the following:

(a) Interfere with local governmental authority over land use, including regulation of the conversion of existing housing to condominiums or other subdivided interests or to other nonresidential use following its withdrawal from rent or lease under this chapter.

(b) Preempt local or municipal environmental or land use regulations, procedures, or controls that govern the demolition and redevelopment of residential property.

(c) Override procedural protections designed to prevent abuse of the right to evict tenants.

(d) Permit an owner to do any of the following:

(1) Withdraw from rent or lease less than all of the accommodations, as defined by paragraph (1) or (2) of subdivision (b) of Section 7060.

(2) Decline to make a written rental offer to any tenant or lessee who occupied a unit at the time when the owner gave the public entity notice of its intent to withdraw the accommodations, in the manner and within the timeframe specified in paragraph (3) of subdivision (b), or in subdivision (c), of Section 7060.2. But the requirements of this paragraph shall not apply to:

(A) A unit that was the principal place of residence of any owner or owner's family member at the time of withdrawal, provided that it continues to be that person's or those persons' principal place of residence when accommodations are returned to the rental market as provided in this section.

(B) A unit that is the principal place of residence of an owner when the accommodations are returned to the rental market, if it is the owners' principal place of residence, at the time of return to the rental market, as provided in this section. If the owner vacates the unit within 10 years from the date of withdrawal, the owner shall, within 30 days, offer to rent if required under this paragraph.

(e) Grant to any public entity any power which it does not possess independent of this chapter to control or establish a system of control on the price at which accommodations may be offered for rent or lease, or to diminish any such power which that public entity may possess, except as specifically provided in this chapter.

(f) Alter in any way either Section 65863.7 relating to the withdrawal of accommodations which comprise a mobilehome park from rent or lease or

subdivision (f) of Section 798.56 of the Civil Code relating to a change of use of a mobilehome park.

O



RECOGNIZING
INTERNATIONAL OVERDOSE AWARENESS DAY

August 31, 2022

WHEREAS, the City of Antioch recognizes that International Overdose Awareness Day is to to end the stigma surrounding substance use disorder (SUD) and drug-related deaths;

WHEREAS, the City of Antioch affirms and acknowledges the harm and hardship caused by drug overdose to individuals, as well as families, loved ones, and whole communities who experience drug-related deaths;

WHEREAS, the City of Antioch resolves to play its part in reducing the toll of drug overdose, which continues to claim the lives of Antioch community members every year and forever affects those who loved and cared about them; and

WHEREAS, the City of Antioch affirms that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, our neighbors and friends deserving of our love, compassion, support and remembrance.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, stand with Contra Costa County MEDS Coalition, BAART and community partners in proclaiming August 31st, 2022, as "International Overdose Awareness Day" throughout the City of Antioch.

JULY 26, 2022

LAMAR A. THORPE, Mayor



Antioch Community Day

August 6th, 2022

12:00 PM - 5:00 PM

Contra Loma Estate Park

2395 Manzanita Way

Antioch, Ca 94509

FREE

Food, Carnival Rides, Live Entertainment,
Music backpack giveaway to the first 200
children and much more...

For more information contact:

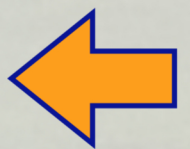
Yvette Williams

E. Yvette4hope@gmail.com

P. (925) 658- 8278



GAS CARD GIVEAWAY EVERY HOUR



IN PARTNERSHIP WITH



TRADESWOMEN INC



Nelson ConnectsTM
Connecting jobs, people and communities

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 July 29, 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: 07/29/2022)

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: 07/29/2022)

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
(EXTENDED Deadline date: 07/29/2022)

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

**Special/Regular Meeting
5:00 P.M.**

**May 24, 2022
Council Chambers**

4:30 P.M. - 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.

5:00 P.M. SPECIAL MEETING/STUDY SESSION

Councilmember Wilson called the meeting to order at 5:09 P.M., and City Clerk Householder called the roll.

Present: Council/Agency/Authority Members District 1 Torres-Walker, District 3 Ogorchock and District 4 Wilson
Absent: Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe (Mayor Thorpe arrived during the presentation for Agenda Item SM-1)

PLEDGE OF ALLEGIANCE

Councilmember Wilson led the Pledge of Allegiance.

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

Project Manager Buenting presented the staff report dated May 24, 2022, recommending the City Council review and provide feedback to staff regarding the draft 5-Year Capital Improvement Program (CIP) 2022-2027.

In response to Mayor Thorpe, Project Manager Buenting stated a presentation of the City's roadway rehabilitation program would be coming to Council, in the future.

Director of Public Works/City Engineer Samuelson reviewed the Jacobson and Marchetti Park playground replacement and park upgrades.

Councilmember Ogorchock requested additional components be added to the parks for children with all types of disabilities.

Leslie May suggested soccer fields be included in the park upgrades. She asked for an explanation of park renderings.

Director of Public Works/City Engineer Samuelson explained the tiered park system and park renderings.

Mayor Thorpe stated he supported the playground replacement and park upgrades, as currently designed.

Project Manager Buenting gave an overview of the new CIP projects and those in progress.

Mayor Thorpe requested staff come back to Council with additional options for funding the “L” Street improvement project.

Councilmember Wilson thanked Project Manager Buenting for the presentation. She reported there were state and federal funding opportunities related to the ground water sustainability plan and storm water program.

Following discussion Council directed staff to bring back the following items for consideration during the budget process: Project 7941 - Street Light Improvements, Project 7976 - Facility Maintenance and Repairs, and Project 7989 – Integration and Upgrade of Access Control, Surveillance, Monitoring, and Fire Alarm.

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

Finance Director Merchant presented the staff report dated May 24, 2022, recommending the City Council provide input and direction on the draft mid-year budget options and adjustments to the Fiscal Year 2021-23 budget.

In response to Council, Youth Services Network Manager Johnson explained the theory behind the positions requested for the Public Safety & Community Resources Department. She commented grant writing was included in the line-item budget and future expansion of the department included a grant manager/officer position.

Councilmember Ogorchock suggested utilizing one-time revenues for Street Light Improvements. She expressed concern regarding the depletion of the reserves and stabilization fund. She requested Council reconsider funding the Homekey program. She spoke in support of funding some of the positions outside of the Public Safety & Community Resources Department because a location for the department had not been approved and the need for the positions had not been discussed. She requested staff provide her with the date Council approved the location for the Public Safety and Community Resources Department.

Mayor Thorpe responded when Council allocated funds to determine what improvements needed to be made to the Community Resource Center, it was an indication the majority of Council had chosen that location for the new department. He suggested changing the Administrative Assistant II (City Manager/City Council) position, to a Special Projects Assistant.

Following discussion, Council consensus provided the following direction to staff:

- Administrative Assistant II (City Manager/City Council) – direction to come back with a modified position
- Public Safety and Community Resource Department – Administrative Assistant III – direction to include the position in the budget
- Public Safety and Community Resource Department – Public Safety Manager - direction to include the position in the budget
- Public Safety and Community Resource Department – Community Engagement/Public Safety Coordinator - direction to include the position in the budget
- Public Safety and Community Resource Department - Four (4) Community Resource Specialist - direction to include these positions in the budget
- Public Safety and Community Resource Department – Administrative Support Division - direction to include this item in the budget
- Public Safety and Community Resource Department – Violence Intervention and Prevention Division - direction to include this item in the budget
- Public Safety and Community Resource Department - Housing & Homelessness Division - direction to include this item in the budget
- Public Safety and Community Resource Department - Community Engagement Division - direction to include this item in the budget
- One Time Revenue Spending – direction to bring this item back in the future
- Roofing and Siding Repairs at Nick Rodriguez Community Center and Water Park facilities – direction to bring this item back with ARPA funding

Mayor Thorpe explained that the remaining positions not supported at this time would be brought back in the future for funding consideration.

Finance Director Merchant stated she would come back to Council in June with the budget amendments. She noted Staffing, One Time Revenue and American Rescue Plan (ARPA) funding considerations would be coming back later along with funding for the street lighting if not allocated through ARPA or One Time Revenues.

PUBLIC COMMENT - None

ADJOURNMENT

Mayor Thorpe adjourned the Study Session at 6:54 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:00 P.M. and led a moment of silence in memory of the Uvalde, Texas victims.

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

City Clerk Householder called the roll.

Present: Council/Agency/Authority Members District 1 Torres-Walker, District 3 Ogorchock,
District 4 Wilson and Mayor Thorpe

Absent: Mayor Pro Tem (District 2) Barbanica

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 LABOR NEGOTIATORS**, no reportable action.

1. PROCLAMATION

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

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

Richard Pagano accepted the *In Honor of State Farm's 100th Anniversary* proclamation and thanked the City Council for the recognition.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

- Delta Veteran's Group Memorial Day Commemoration - Oak View Memorial Park: May 30, 2022
- Sesquicentennial Swim & Play Day - Antioch Water Park: June 4, 2022
- Sesquicentennial Outdoor Movie Nights - Antioch Water Park Hill: June 16, 23, & 30, 2022

Councilmember Torres-Walker announced the following civic and community events.

- Meet and Greet with Interim Chief Ford: June 5, 2022
- Wear Orange Week: June 3 – 5, 2022
- Candlelight Vigil: June 5, 2022

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings.

- Sales Tax Citizens' Oversight Committee
- Contra Costa Mosquito & Vector Control Board of Trustees
- Board of Administrative Appeals

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

PUBLIC COMMENTS

Erin Green, representing El Campanil Theatre, announced their following summer event schedule:

- Individuo: A Lobby Series Concert: July 1, 2022
- Mike Amaral's California Beach Boys Experience: July 2, 2022
- Kalimba – The Spirit of Earth, Wind and Fire: July 3, 2022

Ms. Green also noted the El Campanil Theatre Academy provided skilled based classes and camps for youth in the performing arts.

Lucas Stuart-Chilcote thanked Mayor Thorpe for hosting the State of the City. He encouraged everyone to participate in the Primary Election, and announced ballot drop off boxes were available at City Hall and the Antioch Community Center. He reported that at home COVID tests were available at [COVID.gov](https://www.covid.gov).

Andrew Becker announced Here Today Home Tomorrow was hosting a Community Townhall on June 4, 2022, at the Antioch library. He reported they had difficulty scheduling a second meeting at the Antioch Community Center and requested the recreation department assist them with their efforts to use the space.

Ralph Hernandez, Antioch resident, endorsed Mary Knox for District Attorney.

Leslie May encouraged voters to refrain from voting based on the ethnicity of candidates.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Public Safety and Community Resource Department Committee and the Community Violence Solution Ad Hoc Committee meetings.

Councilmember Ogorchock announced Antioch High School Principal Louie Rocha was retiring and she requested a resolution be prepared for him for the next City Council meeting.

Councilmember Wilson reported on her attendance at the Public Safety and Community Resource Department Committee meeting and noted Tri Delta Transit would be meeting on June

25, 2022. She announced her graduation from the Water Education for Latino Leaders (WELL) fellowship program and thanked everyone who supported her in this effort.

MAYOR'S COMMENTS

Mayor Thorpe announced Tri Delta would be meeting May 25, 2022. He reported on his attendance at CCTA, Highway 4 Bypass and Public Safety Partnership meetings. He announced he was invited by Guilford College to speak on racial reconciliation and economic equity on June 8, 2022. He apologized to City Clerk Householder for actions taken against her by members of the community and stated he believed she did an outstanding job as City Clerk.

4. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 12, 2022**
 - B. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 19, 2022**
 - C. **APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 26, 2022**
 - D. **APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 10, 2022**
 - E. **APPROVAL OF COUNCIL WARRANTS**
 - F. **ORDINANCE NO. 2212-C-S SECOND READING: ORDINANCE CREATING THE ANTIOCH POLICE OVERSIGHT COMMISSION (Introduced on 05/10/2022)**
 - G. **ORDINANCE NO. 2213-C-S SECOND READING - ADOPTION OF AN ORDINANCE ESTABLISHING A MILITARY USE EQUIPMENT POLICY (#706) PURSUANT TO ASSEMBLY BILL 481 (Introduced on 05/10/2022)**
 - H. **ORDINANCE NO. 2214-C-S 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)**
 - I. **RESOLUTION NO. 2022/85 ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE 2022-23 FISCAL YEAR**
 - J. **RESOLUTION NO. 2022/86 AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**

- K. **RESOLUTION NO. 2022/87** 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
- L. **RESOLUTION NO. 2022/88** ANNUAL WATER TREATMENT CHEMICALS PURCHASE
- M. **RESOLUTION NO. 2022/89** 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)
- N. **RESOLUTION NO. 2022/90** APPROVING THE CLASS SPECIFICATION UPDATES FOR THE OPERATING ENGINEERS LOCAL UNION NO. 3 REPRESENTATIONAL UNIT I BARGAINING UNIT
- O. **RESOLUTION NO. 2022/91** 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
- P. **RESOLUTION NO. 2022/92** APPROVAL OF PURCHASE OF ELEVEN (11) POLICE VEHICLES UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT NO. 091521-NAF WITH NATIONAL AUTO FLEET GROUP

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council approved the Council Consent Calendar. The motion carried the following vote:

Ayes: Ogorchock, Wilson, Thorpe

Noes: Torres-Walker

Absent: Barbanica

Item F – On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council approved item F. The motion carried the following vote:

Ayes: Torres-Walker, Wilson and Thorpe

Noes: Ogorchock

Absent: Barbanica

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**

City Attorney Smith presented the staff report dated May 24, 2022, recommending 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.

Mayor Thorpe opened the public hearing.

Norma Hernandez, Antioch resident, thanked Council for considering the ordinance amendment and spoke in support of providing a grace period until December 1, 2022. She suggested the item be reagendaized after the election if it was voted down. She also felt price increases were harmful to businesses and customers and should be reconsidered.

Blythe Young, Community Advocacy Director for the American Heart Association, urged Council to support their original decision and change the timeline for the grace period to 90-days or less. She urged Council to maintain local control and not bring the ordinance back for reconsideration.

Satnam Sanghera explained that he purchased his business shortly before the ordinance went into effect and there had been serious economic implications. He urged the City to approve a grace period and let the voters decide in December, if a ban was appropriate.

Ralph Hernandez, Antioch resident, thanked the City Council and staff for bringing this item back for consideration and spoke in support of extending the grace period to December 1, 2022.

Brenda Barros, Antioch resident, stated this ordinance had been detrimental to small business and spoke in support of extending a grace period to December 1, 2022.

Charlie Carasi spoke in opposition of extending a grace period.

Mayor Thorpe closed the public hearing.

Mayor Thorpe stated he still supported the ordinance; however, he was sympathetic to store owners who were unfairly burdened because the ban did not allow them time to sell their products.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council introduced, waived 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. The motion carried the following vote:

Ayes: Torres-Walker, Ogorchock, Wilson

Noes: Thorpe

Absent: Barbanica

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

City Attorney Smith presented the staff report dated May 24, 2022, recommending the City Council introduce, waive the first reading, and read by title only an ordinance forming the Public Safety and Community Resources Department.

Mayor Thorpe opened the public hearing.

Councilmember Torres-Walker thanked staff and everyone who participated in the Ad Hoc Committee meetings. She noted the organization of City resources was a proactive approach and in response to residents needing easily accessible and a dedicated Public Safety and Community Resources Department. She noted the Antioch Police Department would be a key partner and noted this would be an opportunity for the City to prevent violence in the community.

Mayor Thorpe closed the public hearing.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council introduced, waived the first reading, and read by title only an ordinance forming the Public Safety and Community Resources Department. The motion carried the following vote:

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

Mayor Thorpe thanked Councilmembers Torres-Walker and Wilson for bringing this item forward.

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

Environmental Resource Coordinator Haas-Wajdowicz presented the staff report dated May 24, 2022, recommending 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 (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*	7.7*
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Mayor Thorpe opened the public hearing.

Susan Hurl, Republic Services, introduced Tony Mancini, Colin Wallace, and thanked Environmental Resource Coordinator Haas-Wajdowicz and Interim City Manager Johnson for their participation in the discussions. She reiterated that Project Manager Buenting 1383 was a state mandate, and she reviewed their proposal.

Lucas Stuart- Chilcote, Antioch resident, stated that he supported the collection of organics; and option #3 modified. He suggested modifying the recycling and yard waste programs as well as adding an additional receptacle dedicated to organics. He also suggested an educational component for recycling of products with California Redemption Value.

Brenda Barros, Antioch resident, opposed rate increases and requested financial data on Republic Services. She expressed concern for the quality of waste management services.

Mayor Thorpe voiced his support for option 4, splitting the residential percentage increase over a two-year period.

A motion made by Councilmember Ogorchock to approve the option 3 rate structure died for the lack of a second.

Environmental Resource Coordinator Haas-Wajdowicz explained the options before Council this evening.

On motion by Mayor Thorpe, seconded by Councilmember Ogorchock the City Council approved option #4 Contract extension to 2028 with weekly Residential compost collection and SB1383 assistance (*Includes a 10% franchise fee for Residential and 12% for Commercial). with the residential % increase of 15.2* over a two-year period (7.6% per year) and the commercial % increase of 7.7* over a one-year period. The motion carried the following vote:

Ayes: Torres-Walker, Ogorchock, Thorpe

Noes: Wilson

Absent: Barbanica

RESOLUTION NO. 2022/93

On motion by Mayor Thorpe, seconded by Councilmember Ogorchock the City Council adopted 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. The motion carried the following vote:

Ayes: Torres-Walker, Ogorchock, Thorpe

Noes: Wilson

Absent: Barbanica

8. PROPOSED UPDATES TO THE MASTER FEE SCHEDULE EFFECTIVE JULY 1, 2022

Finance Director Merchant presented the staff report dated May 24, 2022, recommending the City Council adopt a resolution updating and approving the Master Fee Schedule effective July 1, 2022.

Mayor Thorpe opened the public hearing.

Brenda Barros, Antioch resident, stated that due to the state of the economy she did not support the fee increases in the Master Fee Schedule.

Mayor Thorpe closed the public hearing.

Councilmember Ogorchock stated she did not support the proposed fee increases for sidewalk repair inspection and vessel de-watering (pumping). She also did not support bounce house permit, park picnic area reservation and field drag fees.

Mayor Thorpe stated he shared Councilmember Ogorchock's concerns related to the increase in fees for recreational items. In addition, he stated he did not support the proposed use fee for Waldie Plaza.

Director of Parks and Recreation Helfenberger explained bounce house and park reservation fees were proposed to reduce the city's liability and provide a measure of control.

A motion was made by Councilmember Ogorchock to adopt the resolution updating and approving the Master Fee Schedule effective July 1, 2022, with the following changes:

- Sidewalk Repair Inspection reduced to \$350.00
- Vessel De-watering (pumping) reduced to \$75.00/hour
- Eliminate Bounce House/Air Jumper Permit Fee, Neighborhood Park Picnic Area Fee per table, Picnic Cancellation Fee and Field Drag Fee

The motion died for the lack of a second.

A second motion was made by Councilmember Ogorchock to eliminate the following items from the Master Fee Schedule: Bounce House/Air Jumper Permit Fee, Neighborhood Park Picnic Area Fee per table, Picnic Cancellation Fee and Field Drag Fee.

The motion died for the lack of a second.

A motion was made by Councilmember Torres-Walker, seconded by Mayor Thorpe to postpone this item.

In response to Finance Director Merchant, Mayor Thorpe stated if this item were not brought back by July 1, 2022, all existing fees would remain unchanged.

Councilmember Torres-Walker stated she did not support any rate increases given what was occurring in the community and she wanted staff to provide a fiscal analysis of the proposed rate increases.

City Attorney Smith stated if Council was not prepared to take action at this meeting, they could continue the item and it would fall under previous noticing. He commented when the item returned at the next meeting, staff would provide clarification on whether Council was required to adopt the Master Fee Schedule annually.

Mayor Thorpe clarified the motion was to postpone and if approved, it would not be coming back at the next Council meeting.

Finance Director Merchant stated staff would evaluate whether any fees were mandated pass-through fees and whether annual adoption of the Master Fee Schedule was required.

A vote taken on the previous motion to postpone the item failed by the following vote:

Ayes: Torres-Walker, Thorpe

Noes: Ogorchock, Wilson

Absent: Barbanica

COUNCIL REGULAR AGENDA

9. RESOLUTION FOR APPROVAL OF CANNABIS OPERATING AGREEMENT FOR DELTA FAMILY PHARMS, INC.

Outside Legal Counsel Ziegler presented the staff report dated May 24, 2022, recommending the City Council adopt a resolution approving the operating agreement for Delta Family Pharms, Inc.

Ralph Hernandez, Antioch resident, commented that the possession, use or distribution of cannabis was a prohibited under federal law and the City should not be involved in partnerships that were against the law. He opposed the Operating Agreements before Council this evening.

Andrew Becker discussed the negative impacts of federal cannabis laws on minority communities. He encouraged Council to focus on program opportunities coming from cannabis businesses.

Councilmember Ogorchock stated she was pleased the East County Family Justice Center was the Social Equity recipient. She noted she supported the Bedford Center being considered as a Social Equity partner and requested a list of non-profits that could be considered.

RESOLUTION NO. 2022/94

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted a resolution approving the operating agreement for Delta Family Pharms, Inc.

10. RESOLUTION FOR APPROVAL OF CANNABIS OPERATING AGREEMENT FOR DELTA LABS, INC.

Outside Legal Counsel Ziegler presented the staff report dated May 24, 2022, recommending the City Council adopt a resolution approving the operating agreement for Delta Labs, Inc.

Ralph Hernandez, Antioch resident, stated he had personally seen negative effects of cannabis use and urged Council to not approve the Operating Agreement.

Brenda Barros, Antioch resident, stated she believed the Operating Agreements should benefit all Antioch residents.

Andrew Becker reported cannabis has been legalized across the United States and was a regulated business. He encouraged people to speak to data.

Mayor Thorpe explained the city's policy as it related to Operating Agreements and Social Equity Programs. He noted the equity component came out of the need for recognizing populations that were incarcerated because of cannabis.

Councilmember Torres-Walker suggested the City agendaize a presentation on the Social Equity Programs funded through cannabis businesses. She explained that many of those who voted to legalize cannabis for recreational purposes knew it was to correct harm caused by the War on Drugs.

Councilmember Wilson reported the Cannabis Standing Committee had been deliberate in the selection of non-profits for Social Equity programs.

RESOLUTION NO. 2022/95

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council members present unanimously adopted a resolution approving the operating agreement for Delta Labs, Inc.

11. RESOLUTION FOR APPROVAL OF CANNABIS OPERATING AGREEMENT FOR KWMA COLLECTIVE, LLC

Outside Legal Counsel Ziegler presented the staff report dated May 24, 2022, recommending the City Council adopt a resolution approving the Operating Agreement for KWMA Collective, LLC.

Youth Services Network Manager Johnson introduced Shannon Staryzk representing Family Justice Center, who gave an overview of the Generations Connect Program.

Ralph Hernandez, Antioch resident, stated he was pleased to see a social equity program that addressed the negative effects of cannabis use. He noted he believed these businesses were offering money in exchange for approving their projects.

Lucas Stuart-Chilcote commended the Family Justice Center for doing excellent work in the community.

Lacey Brown discussed the War of Drugs disproportionately affecting people of color. She voiced her support for decriminalizing drugs and reported she had personally helped people with addiction, with the use of cannabis.

Andrew Becker thanked Councilmember Torres-Walker for her comments. He spoke to misunderstandings around cannabis use. He spoke in support of Council agendaizing a presentation regarding the city's Social Equity Programs.

RESOLUTION NO. 2022/96

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council members present unanimously adopted 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

Outside Legal Counsel Ziegler presented the staff report dated May 24, 2022, recommending 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.

Ralph Hernandez, speaking on behalf of Norma Hernandez, questioned if a nearby school would be opened during this event, if parking would impact the neighborhood and if there would be a need for city services. She expressed concern that people using cannabis would be leaving the event. She felt the event would be for the profit of the businesses at the community's expense.

Ralph Hernandez, Antioch resident, speaking on behalf of himself, stated that cannabis was an illegal drug that was illegal to sell on government property. He noted the City did not need the liability for this event and he urged Council to protect the City.

Brenda Barros, Antioch resident, expressed concern regarding statements made on behalf of people of color. She noted there were people in the community that wanted to use cannabis without any legal repercussions.

Andrew Becker reported the fairgrounds hosted other events in which alcohol was sold. He encouraged Council to prioritize security and supported the event.

Outside Legal Counsel Ziegler clarified state law specifically mentioned fairgrounds sites as permissible for a temporary cannabis event.

Councilmember Ogorchock requested the staff report be corrected to state the City Council approved Ordinance No. 2204-C-S by a 3/2 vote with Councilmembers Ogorchock and Barbanica voting against.

City Attorney Smith explained COCO Farms applied to the Department of Cannabis Control who contacted the City for their Operating Agreement. He noted the City had the ability to address security and traffic control plans through their ordinance. In response to Councilmember Ogorchock, he stated he would make sure the staff report was corrected.

A motion was made by Councilmember Wilson, seconded by Councilmember Torres-Walker to 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. The motion failed by the following vote:

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

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

Outside Legal Counsel Ziegler presented the staff report dated May 24, 2022, recommending 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.

RESOLUTION NO. 2022/97

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council adopted 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. The motion carried the following vote:

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

PUBLIC COMMENT

Lucas Stuart-Chilcote requested staff clarify how the rate increases for collection services would be applied.

Lacey Brown requested the City Council become involved in advocating for the removal of Officer Linderman from the Community Engagement Team. She suggested he be reassigned to another division within the Antioch Police Department.

Andrew Becker thanked Council for addressing housing opportunities for the unhoused. He discussed the results of the most recent Point-in-Time report. He announced the Housing Element Draft Report was released and he felt the community was not given sufficient time to review the draft and form a response.

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Wilson requested updates on the See Click Fix program and water be agendized.

Councilmember Ogorchock reminded staff that she had requested a presentation on the Habitat Conservation Plan and solar items. She requested Council create a priority list of non-profits eligible for Social Equity Programs. She commented that Council had not discussed the July holiday break.

Councilmember Torres-Walker thanked staff and community who participated in the meeting. She requested staff agendize a discussion on a rental inspection ordinance or program. She discussed the importance of the Housing Element and announced responses were due by June 14, 2022. She encouraged everyone to be involved in the General Plan Update process and be informed.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adjourned the meeting at 10:33 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

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

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

**June 14, 2022
Council Chambers**

4:30 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Monika Helgemo v. City of Antioch Contra Costa County Superior Court Case No. C20-00767.
- 2. CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Public Works Association and Antioch Police Sworn Management Association.
- 3. 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, Interim City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Christy Saxton, Interim Director, Health, Housing and Homeless Services, Contra Costa County; Under Negotiation: Price and Terms of Payment.
- 4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: INTERIM CITY MANAGER.**
This closed session is authorized pursuant to Government Code section 54957.

ADJOURN TO CLOSED SESSION

Mayor Pro Tem Barbanica adjourned to Closed Session.

5:30 P.M. SPECIAL MEETING/STUDY SESSION

Mayor Thorpe called the meeting to order at 5:41 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 (Mayor Thorpe attended via Zoom)

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

SM-1. CITY OF ANTIOCH 6TH CYCLE HOUSING ELEMENT UPDATE

City Clerk Householder and a Spanish speaking interpreter announced translations services were available in-person and on Zoom.

Director of Community Development Ebbs introduced Planning Manager Hersch who presented the staff reports dated June 14, 2022, recommending the City Council: 1) Provide feedback on the draft Housing Element and 2) Motion to approve and submit the draft Housing Element to the California Department of Housing and Community Development (HCD) for review.

Curtis Banks and Alexia Rothberg, Urban Planning Partners, gave a PowerPoint presentation of the 6th Cycle Housing Element 2023-2031 Update.

PUBLIC COMMENT

Due to the amount of speaker requests, Mayor Thorpe reduced speaker times to two-minutes.

Judith Ortiz, Monument Impact, spoke in support of a housing ordinance that addressed displacement and tenant protections.

Jesus Frusto, Ruth Salas, Heglo Marena, Antioch resident representing ACCE, Elia Perez, Antioch resident representing ACCE, Yadira Santillan, Antioch resident representing ACCE, Victoria Munoz, Antioch resident representing ACCE, Silvia Angeles, Antioch resident representing ECRG, provided public comment in Spanish. Council was provided earphones that simultaneously translate their comments to English.

Tony Bravo, Monument Impact, Marissa Henriquez, Antioch resident representing ACCE, Denese Dillihant, Antioch resident, Archie Brumfield, Antioch resident representing ACCE, Francisco Torres, ACCE, Myriam Saenz, Antioch resident representing ECRG, Treveyon Carlson, Antioch resident representing ACE, Christine Clark, Antioch resident representing ECRG, Kamilah Nelson Miller, Antioch resident representing ACCE, Andrea Martinez, Eduardo Torres, representing Tenants Together, Frank Sterling, Deborah Polk, Antioch resident representing ECRG and Jackie Lowery, Antioch resident, representing ACCE, spoke in support of Antioch passing tenant protections such as rent control, just cause and anti-harassment policies. Several speakers requested these policies be included in the draft Housing Element.

Crystal Henderson representing tenants of Delta Pine Apartments expressed concern for their large rent increases and substandard living conditions.

Daniel Duncan, tenant of Delta Pines Apartments, expressed concern for the lack of parental supervision and substandard living conditions.

Mayor Thorpe reminded the public that this item was related to the Housing Element Update.

Kimberly Carlson, Antioch resident representing ACE, advocated for the tenants of the Delta Pine Apartments, and encouraged Council to pass rent control ordinances. She expressed

concern regarding the substandard living conditions and invited Mayor Thorpe to tour the apartments.

Erica McBroom, Antioch resident representing ECRG, spoke in support of adding tenant protections such as rent control, just cause, anti-harassment and pathways to home ownership policies to the Housing Element.

Cecilia Perez, representing First 5 Contra Costa and ECRG, announced that they along with fifteen other organizations had submitted a letter urging Council to include tenant protections in the Housing Element.

Teresa Lua, Antioch resident, provided public comment in Spanish that was translated into English discussing her rent increase and requesting the City Council intervene.

Rice, Antioch resident, discussed her struggles with homelessness and spoke in support of rent control.

Andrew Becker, Here Today Home Tomorrow, expressed concern that speaker times were reduced to two-minutes this evening. He encouraged Council to contact him with regards to his thoughts on the Housing Element. He spoke in support of tenant protections, inclusionary zoning and in lieu fees.

Tachina Garrett, Antioch resident representing ACCE, stated she was a tenant of Delta Pines Apartments and discussed the substandard living conditions.

Della Currie representing ACCE, requested the City Council assist them with their increased rents.

Lisa Sanders representing ACCE, reviewed their concerns with the Delta Pines Apartments and encouraged Council to pass rent control, just cause eviction and anti-harassment policies.

Trent Sanson, representing DeNova Homes, Inc. and Yellow Roof Foundation, stated he represented property owners who requested Council add 17-acres of undeveloped land off Viera Avenue and a 6-acre parcel off Slatten Ranch Road, to the housing opportunity sites list.

Mayor Thorpe declared a recess at 7:01 P.M. The meeting reconvened at 7:08 P.M. with all Councilmembers present. He announced Council would continue with the Special meeting to hear the remaining public comments.

Ali Uscilka, representing Healthy and Active Before 5 and Brendon O'Laskey representing ECRG, spoke in support of local protections for renters such as rent control, just cause for evictions and anti-harassment policies. Additionally, they supported inclusionary zoning and Tenant Opportunity Purchase Act (TOPA) strategies.

Courtney Fields yielded her time to Andrew Becker.

Andrew Becker encouraged the City to slow the process and consider how the Housing Element addressed affordable and equitable housing.

Public comments submitted in writing were entered into the record from the following individuals: Alex Navarro, Monument Impact, Maria Velazquez, Byron resident and Andrew Becker, California Modular and Here Today Home Tomorrow Inc.

Mayor Thorpe stated the public speakers were critical to shaping policy. He questioned if Council would support giving direction to staff to come back with language specifically reflecting just cause eviction, rent control and anti-tenant harassment policies in the draft Housing Element.

Councilmembers Torres-Walker and Wilson stated they would support a vote at the next meeting to approve tenant projection policies.

Director of Community Development Ebbs responded that staff was committed to bringing language back that expressed the City's strong commitment to tenant protections; however, details of the program warranted special consideration and community outreach which could not be delivered in two-weeks. He noted beyond the Housing Element they understood there was a desire to have a conversation regarding inclusionary housing and tenant protections.

Mayor Thorpe added that the City could not place rent control, just cause and anti-harassment policies in the Housing Element because they needed to be adopted by ordinance.

Following discussion, Council supported continuing the review of the draft Housing Element to June 28, 2022. They directed staff to provide specific language addressing tenant protection policies, inclusionary and senior housing as well as the proposed Housing Element Opportunity Sites located on Viera Avenue and Slatten Ranch Road.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council adjourned the Special meeting at 7:38 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:38 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 LEGAL COUNSEL – EXISTING LITIGATION**, Monika Helgemo v. City of Antioch Contra Costa County Superior Court Case No. C20-00767 - On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council approved a settlement for a sum of \$250,000. The motion carried the following vote: Ayes: Torres-Walker, Wilson, Ogorchock, Barbanica and Thorpe, **#2 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action, **#3 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, no reportable action; and **#4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: INTERIM CITY MANAGER**, no reportable action.

1. INTRODUCTION OF NEW CITY EMPLOYEES - None

2. PROCLAMATIONS

- Recognizing June 2022 as Pride Month in the City of Antioch
- Proclamation Commemorating Juneteenth, 2022

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

Jeff accepted the *Recognizing June 2022 as Pride Month in the City of Antioch* proclamation and thanked the City Council for the recognition.

Anaya Morgan accepted the *Proclamation Commemorating Juneteenth, 2022* and thanked the City Council for the recognition.

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

- Juneteenth Community Celebration - June 17 & 18, 2022
- Juneteenth Community Celebration - June 19, 2022
- Sesquicentennial 5K Run - June 25, 2022
- Sesquicentennial Community Bike Ride - June 26, 2022

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings.

- Sales Tax Citizens' Oversight Committee
- Contra Costa Mosquito & Vector Control Board of Trustees
- Board of Administrative Appeals

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

PUBLIC COMMENTS

Lacey Brown commented that she along with Mr. Becker had been trying to engage with the community on the Housing Element Draft and she encouraged the city to be more focused on community outreach.

Ralph Hernandez commented that he believed flying the Pride flag on City property was illegal because laws prohibited governmental agencies from using public property for political actions.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

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

Councilmember Wilson reported on her attendance at the Tri Delta meeting. She announced Delta Diablo would be meeting next week.

MAYOR'S COMMENTS

Mayor Thorpe reported on his attendance at the Tri Delta and CCTA meetings as well as the Mayor's conference. He noted he also participated in the Buford College Dialogue Series. He stated he was being hosted by the Mayor of San Juan Puerto Rico to discuss their city's respective histories.

5. PRESENTATIONS

Fire Chief Broschard gave a PowerPoint presentation of the Contra Costa County Fire Protection District – Overview for Community Leaders and responded to questions from the City Council.

The City Council thanked Fire Chief Broschard for the presentation.

Interim Police Chief Ford gave a PowerPoint presentation of the Antioch Police Department June 2022 Crime and Activity Report and responded to questions from the City Council.

The City Council thanked Interim Chief Ford for the presentation.

6. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 26, 2022**
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 10, 2022**
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 24, 2022**

- D. APPROVAL OF COUNCIL WARRANTS
- E. REJECTION OF CLAIM: MARY BARKER
- F. APPROVAL OF TREASURER'S REPORT FOR MARCH 2022
- G. ORDINANCE NO. 2215-C-S SECOND READING – 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 (Introduced on 05/24/2022)
- H. ORDINANCE NO. 2216-C-S SECOND READING – ORDINANCE FORMING THE PUBLIC SAFETY AND COMMUNITY RESOURCES DEPARTMENT (Introduced on 05/24/2022)
- I. RESOLUTION NO. 2022/98 AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES
- J. RESOLUTION NO. 2022/99 STATEMENT OF INVESTMENT POLICY
- K. RESOLUTION NO. 2022/100 APPROVING CONSOLIDATED ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (P.W. 500)
- L. RESOLUTION NO. 2022/101 CONSIDERATION OF BIDS FOR THE PURCHASE OF METER BOX LIDS WITH CELLULAR NETWORK PROBE HOLES FOR ADVANCED METERING INFRASTRUCTURE (AMI) CELLULAR METER READING UPGRADE, BID NO. 670-0510-22A
- M. RESOLUTION NO. 2022/102 ROAD MAINTENANCE AND REHABILITATION ACCOUNT (P.W. 707)
- N. RESOLUTION NO. 2022/103 FORMATION OF A COMMUNITY FACILITIES DISTRICT FOR THE PROMENADE SAND CREEK RESIDENTIAL PROJECT (P.W. 697)

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the Council Consent Calendar with the exception of Item G which was pulled for further discussion.

Item G – Ralph Hernandez thanked the City Council for reconsidering the ban and spoke in support of approving the grace period.

Brian Davis, Project Director of LGBTQ Use Tobacco, discussed the adverse effects of tobacco use.

Amaya Wooding Project Coordinator, LGBTQ Minus Tobacco, spoke in support of the City's Tobacco Ordinance and discussed the adverse effects of tobacco use.

Raymond discussed his work in creating awareness of the risks of tobacco use and spoke in support of the ordinance.

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

Mayor Thorpe requested Mayor Pro Tem Barbanica to preside over and continue the meeting. Mayor Thorpe left the meeting.

PUBLIC HEARING

7. RESOLUTION ACCEPTING AND ADOPTING THE PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2022-2027 (P.W. 150-22)

Director of Public Works/City Engineer Samuelson presented the staff report dated June 14, 2022 recommending the City Council adopt the resolution: Approving the Five-Year Capital Improvement Program 2022-2027; Authorize the City Manager or his designee to amend the Fiscal Year 2022/23 Capital Improvement and Operating Budgets to include all unspent Fiscal Year 2021/22 Capital Improvement budgets as of June 30, 2022; and Authorize the City Manager or his designee to amend the Fiscal Year 2022/23 Operating Budget for any changes to the previously adopted Fiscal Year 2022/23 Capital Improvement Budget.

Mayor Pro Tem Barbanica opened and closed the public hearing with no members of the public requesting to speak.

RESOLUTION NO. 2022/104

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted the resolution: 1) Approving the Five-Year Capital Improvement Program 2022-2027; 2) Authorized the City Manager or his designee to amend the Fiscal Year 2022/23 Capital Improvement and Operating Budgets to include all unspent Fiscal Year 2021/22 Capital Improvement budgets as of June 30, 2022; and 3) Authorized the City Manager or his designee to amend the Fiscal Year 2022/23 Operating Budget for any changes to the previously adopted Fiscal Year 2022/23 Capital Improvement Budget.

8. ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 5 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIA SPEED LIMIT ON VARIOUS ROADWAY (P.W. 282-3A)

Director of Public Works/City Engineer Samuelson presented the staff report dated June 14, 2022, recommending the City Council introduce, waive the first reading, and read by title only, an Ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code "Special Speed Zones" in order to change the prima facie speed limit on certain streets.

Mayor Pro Tem Barbanica opened the public hearing.

Atticus Finch stated he was opposed to increasing the speed limits on various roadways.

Mayor Pro Tem Barbanica closed the public hearing.

In response to Councilmember Ogorchock, Director of Public Works/City Engineer Samuelson explained that they were required to establish speed limits based on the 85-percentile speed and if they did not follow that state requirement, it would not be radar enforceable.

Mayor Pro Tem Barbanica and Councilmember Ogorchock encouraged Director of Public Works/City Engineer Samuelson to consider all options for mitigating speeding traffic on James Donlon Blvd.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council introduced, waived the first reading, and read by title only, an Ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code "Special Speed Zones" in order to change the prima facie speed limit on certain streets. The motion carried the following vote:

Ayes: Ogorchock, Wilson, Barbanica

Noes: Torres-Walker

Absent: Thorpe

COUNCIL REGULAR AGENDA

9. FISCAL YEAR 2021-23 MID-YEAR BUDGET

This item was pulled from the agenda.

10. DECLARATION OF WATER SHORTAGE

Director of Public Works/City Engineer Samuelson presented the staff report dated June 14, 2022, recommending the City Council adopt a resolution: Declaring a Stage 2 water shortage and implementing the measures identified in the City of Antioch's Water Shortage Contingency Plan and Implementing the requirements of the State Water Resources Control Board's Emergency Conservation Regulations Dated May 24, 2022.

Councilmember Wilson stated conservation is appropriate; however, there needed to be long term solutions brought forward from stakeholders.

Councilmember Ogorchock requested the city's irrigation system be set for 5:00 P.M. – 9:00 A.M. and the seeclckfix app have an option to report irrigation leaks.

RESOLUTION NO. 2022/105

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted a resolution: Declaring a Stage 2 water shortage and implementing the measures identified in the City of Antioch's Water Shortage Contingency Plan and Implementing the requirements of the State Water Resources Control Board's Emergency Conservation Regulations Dated May 24, 2022.

11. SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH PUBLIC WORKS EMPLOYEES ASSOCIATION AND THE CITY OF ANTIOCH AND THE ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION OBSERVING THE JUNETEENTH HOLIDAY

Administrative Services Director Mastay presented the staff report dated June 14, 2022 recommending the City Council adopt a resolution: Approving the Side Letter Agreement between the City of Antioch and the Antioch Public Works Employees Association observing the Juneteenth Holiday; Approving the Side Letter Agreement between the City of Antioch and the Antioch Police Sworn Management Association observing the Juneteenth Holiday; Authorizing the City Manager or designee to execute the Side Letter Agreements between the City of Antioch and the Antioch Public Works Employees Association and the City of Antioch and the Antioch Police Sworn Management Association; and 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 Agreements.

RESOLUTION NO. 2022/106
RESOLUTION NO. 2022/107

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted a resolution: Approving the Side Letter Agreement between the City of Antioch and the Antioch Public Works Employees Association observing the Juneteenth Holiday; Approving the Side Letter Agreement between the City of Antioch and the Antioch Police Sworn Management Association observing the Juneteenth Holiday; Authorizing the City Manager or designee to execute the Side Letter Agreements between the City of Antioch and the Antioch Public Works Employees Association and the City of Antioch and the Antioch Police Sworn Management Association; and 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 Agreements.

PUBLIC COMMENT

Frank Sterling thanked the Antioch Police Department for the update. He stated he was concerned for Officer Hoffman being involved in any department programs. He played an audio clip of a homeless individual's complaints against the Community Engagement Team.

Lacey Brown denounced comments made from an individual who did not support raising the Pride Progress flag at City Hall.

STAFF COMMUNICATIONS

Interim City Manager Johnson announced the first City Council meeting in July was not scheduled due to Summer Break. The next regularly scheduled Council meeting would be July 26, 2022, beginning at 7:00 P.M.

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker thanked the residents who provided public comment and stated she hoped some action would come from their remarks. She thanked City Clerk Householder for providing translation services this evening.

Councilmember Ogorchock stated she had requested staff provide her with the date Council approved the location for the Public Safety and Community Resources Department and she had not received that information. She requested an update on that item as well as the results of the feasibility study for the proposed location.

Councilmember Wilson requested SeeClickFix be agendaized. She encouraged Council to take time during the Council break to self-reflect, relax and regenerate.

ADJOURNMENT

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

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 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 June 28, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of June 28, 2022.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 11 - JULY 12, 2022
FUND/CHECK#

100 General Fund
Non Departmental

00400895	CELEBRATE ANTIOCH FOUNDATION	EQUIPMENT	47,271.70
00400941	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	3,355.00
00400956	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	2,633.16
00401012	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00401018	FAMILY SUPPORT REGISTRY	PAYROLL	250.00
00401026	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00401027	IPERMIT	REFUND FEE	3.17
00401032	LIFE INSURANCE COMPANY	PAYROLL	4,250.46
00401038	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,066.79
00401039	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,301.75
00401040	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,912.69
00401044	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	3,618.00
00401046	PARS	PAYROLL	8,666.11
00401060	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	326.00
00401061	STATE OF CALIFORNIA	PAYROLL	200.00
00401062	STATE OF CALIFORNIA	PAYROLL	569.48
00401063	STATE OF CALIFORNIA	PAYROLL	454.83
00401064	STATE OF CALIFORNIA	PAYROLL	933.19
00401076	AFLAC	INSURANCE PREMIUM	4,805.94
00401078	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,635.52
00401083	DELTA DENTAL	INSURANCE PREMIUM	41,807.33
00401211	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	4,699.30
00401261	BLAIR CHURCH AND FLYNNE CONSULTING	CONSULTING SERVICES	4,095.00
00401269	CONTRA COSTA COUNTY	PAYROLL	50.00
00401275	DIVISION OF STATE ARCHITECT	SB1186 FOR 2ND QTR 2022	1,092.00
00401279	ERIKA BEATRIZ V DE FIGUEROA	OVERPAYMENT REFUND	4.00
00401281	FAMILY SUPPORT REGISTRY	PAYROLL	250.00
00401284	FIESTA AUTO INSURANCE	OVERPAYMENT REFUND	8.00
00401299	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	8,965.00
00401305	LIFE INSURANCE COMPANY	PAYROLL	4,198.98
00401323	PARS	PAYROLL	11,176.83
00401328	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	270.00
00401332	STATE OF CALIFORNIA	PAYROLL	431.97
00401334	STATE OF CALIFORNIA	PAYROLL	1,159.99
00401335	STATE OF CALIFORNIA	PAYROLL	200.00
00401336	STATE OF CALIFORNIA	PAYROLL	241.35
00401357	EMPLOYEE	REPLACEMENT CHECK	277.05
00943032	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	40,104.16
00943036	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,652.56
00943037	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,501.13

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF JUNE 11 - JULY 12, 2022 FUND/CHECK#

City Council

00401005	COSTCO	CLOSED SESSION MEALS	167.44
00401159	COSTCO	CLOSED SESSION MEALS	177.28

City Attorney

00400860	ACCONTEMPS	TEMP SERVICES	1,170.80
00400861	ACCONTEMPS	TEMP SERVICES	986.23
00400887	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	10,970.96
00400899	COLE HUBER LLP	LEGAL SERVICES	62.74
00400941	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	1,045.00
00400943	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES	69,743.30
00400948	OFFICE DEPOT INC	SUPPLIES	105.98
00400965	TELECOM LAW FIRM PC	LEGAL SERVICES	517.50
00401242	ACCONTEMPS	TEMP SERVICES	947.89
00401250	ATKINSON ANDELSON LOYA RUUD	LEGAL SERVICES	9,396.60
00401259	BERTRAND FOX & ELLIOT	LEGAL SERVICES	2,827.50
00401283	FEDEX	SHIPPING	67.46
00401291	HANSON BRIDGETT LLP	LEGAL SERVICES	113,489.35
00401295	JACKSON LEWIS PC	LEGAL SERVICES	38.50
00401299	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	165.00
00401303	LEXISNEXIS	LEXIS SUBSCRIPTION	229.00
00401304	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	7,281.00
00401310	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES	120,077.46
00401339	TELECOM LAW FIRM PC	LEGAL SERVICES	2,483.50
00943011	COMPUTERLAND	SUPPLIES	4,503.18

City Manager

00400858	MAKIN MOVES	PROFESSIONAL SERVICES	37,000.00
00400874	BAGEL STREET CAFE	SUPPLIES	305.06
00400876	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,328.82
00401005	COSTCO	PROFESSIONAL SERVICES	1,747.73
00401036	MOORE, ROSANNA BAYON	EXPENSE REIMBURSEMENT	1,264.80
00401159	COSTCO	INTEREST FEE	83.45
00401171	FOCUS STRATEGIES	PROFESSIONAL SERVICES	10,543.75
00401213	RIDLEY, JAZMIN K	MILEAGE REIMBURSEMENT	92.19

City Clerk

00400922	EIDEN, KITTY J	PROFESSIONAL SERVICES	1,700.00
00400967	TOTAL RECALL CAPTIONING	PROFESSIONAL SERVICES	4,786.87
00401011	DELIA COLORADO	INTERPRETATION SERVICES	300.00
00401070	TOTAL RECALL CAPTIONING	PROFESSIONAL SERVICES	1,106.88
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	98.00
00401140	CALIFORNIA TRANSLATION	INTERPRETATION SERVICES	675.00
00401144	CITY CLERKS ASSOCIATION OF CA	MEMBER DUES	200.00
00401145	CITY CLERKS ASSOCIATION OF CA	MEMBER DUES	200.00
00401146	CITY CLERKS ASSOCIATION OF CA	MEMBER DUES	200.00
00401147	CITY CLERKS ASSOCIATION OF CA	MEMBER DUES	200.00

CITY OF
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CLAIMS BY FUND REPORT
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00401159	COSTCO	INTERPRETATION SYSTEM	668.56
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	40.00
00401185	JOSE LUIS FERNANDEZ	INTERPRETATION SERVICES	500.00
00401195	MAUREEN KANE AND ASSOCIATES INC	TRAINING	1,500.00
00401196	MCA DIRECT LLC	SUPPLIES	662.78
00401205	OFFICE DEPOT INC	SUPPLIES	1,202.52
00401252	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	95.70
City Treasurer			
00401205	OFFICE DEPOT INC	SUPPLIES	36.49
00943020	PFM ASSET MANAGEMENT LLC	CONSULTING SERVICES	11,073.98
Human Resources			
00400873	AUSK, CHINH B	EXPENSE REIMBURSEMENT	29.95
00400884	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,609.80
00400936	IEDA INC	PROFESSIONAL SERVICES	5,637.32
00400945	MUNICIPAL POOLING AUTHORITY	PROFESSIONAL SERVICES	430.10
00400988	BROWN, JAZZMAN MONIQUE	EXPENSE REIMBURSEMENT	176.49
00401043	OFFICE DEPOT INC	SUPPLIES	139.14
00401078	BLUE SHIELD LIFE	INSURANCE PREMIUM	43.29
00401083	DELTA DENTAL	INSURANCE PREMIUM	172.84
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
Economic Development			
00400877	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	593.70
00400986	BIZI MART	FACADE IMPROVEMENT REIMB.	8,403.36
00401175	GONSALVES, THOMAS MARTIN	FACADE IMPROVEMENT REIMB.	4,304.76
Finance Administration			
00400948	OFFICE DEPOT INC	SUPPLIES	47.18
00401205	OFFICE DEPOT INC	SUPPLIES	112.34
Finance Accounting			
00400948	OFFICE DEPOT INC	SUPPLIES	86.78
00401130	BADAWI & ASSOCIATES	AUDIT SERVICES	28,010.25
00401205	OFFICE DEPOT INC	SUPPLIES	77.91
00401342	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE	13,104.00
00943033	SUPERION LLC	ASP SERVICES	39,536.26
Finance Operations			
00400954	QUADIENT LEASING USA INC	POSTAGE LABELS	20.27
00400961	SECURITY SAFE	PROFESSIONAL SERVICES	360.00
00400972	ACCOMTEMPS	TEMP SERVICES	1,709.28
00401114	ACCOMTEMPS	TEMP SERVICES	1,994.16
00401205	OFFICE DEPOT INC	SUPPLIES	46.43
00401242	ACCOMTEMPS	TEMP SERVICES	854.64
00401325	PROGRESSIVE SOLUTIONS INC	SOFTWARE MAINTENANCE	13,998.12
00401344	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00

Finance Accounting
Prepared by: Michele Milo
7/20/2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 11 - JULY 12, 2022
FUND/CHECK#

Non Departmental

00400876	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,171.28
00401001	CONTRA COSTA COUNTY LIBRARY	3RD QTR DUES	32,942.15
00401009	DAVID WELLHOUSE AND ASSOC INC	PROFESSIONAL SERVICES	5,500.00
00401208	PACIFIC CREDIT SERVICES	COLLECTION FEES	522.75
00401237	WAGEWORKS	PROFESSIONAL SERVICES	350.00
00401252	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	122.35
00401279	ERIKA BEATRIZ V DE FIGUEROA	BUSINESS LICENSE REFUND	250.00
00401284	FIESTA AUTO INSURANCE	BUSINESS LICENSE REFUND	370.00
00401311	MIKE E'S CARDS	BUSINESS LICENSE REFUND	960.50
00401318	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	114,781.45
00401322	PACIFIC CREDIT SERVICES	COLLECTION FEES	64.75
00401356	JML LAW CLIENT TRUST ACCOUNT	SETTLEMENT PAYMENT	233,500.00

Public Works Administration

00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	14.00
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Public Works Street Maintenance

00400886	BAY AREA BARRICADE	SUPPLIES	103.99
00400923	ENTERRA ENVIRONMENTAL	PROFESSIONAL SERVICES	250.00
00400942	MANERI SIGN COMPANY	SUPPLIES	10,776.41
00400951	PACIFIC NORTHWEST OIL	ASPHALT SERVICE	7,100.00
00400958	ROYAL BRASS INC	SUPPLIES	316.60
00400976	ANTIOCH ACE HARDWARE	SUPPLIES	6.82
00401000	CONSTRUCTION ZONE LLC, THE	SUPPLIES	355.59
00401030	KELLY MOORE PAINT CO	SUPPLIES	48.81
00401074	VISIONS RECYCLING INC	SUPPLIES	946.83
00401138	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	3,040.50
00401205	OFFICE DEPOT INC	SUPPLIES	75.17
00401215	ROYAL BRASS INC	SUPPLIES	231.34
00401222	SHERWIN WILLIAMS CO	SUPPLIES	308.77
00401248	ANTIOCH ACE HARDWARE	SUPPLIES	8.48
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	257.96
00401257	BAY AREA BARRICADE	SUPPLIES	4,539.26
00401271	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTAL	3,024.27
00401346	VISIONS RECYCLING INC	SUPPLIES	3,652.48
00401348	ZAP MANUFACTURING INC	SUPPLIES	1,031.65
00942789	BIG SKY ENVIRONMENTAL SOLUTIONS	PROFESSIONAL SERVICES	1,095.00
00943021	QUENVOLDS	SAFETY SHOERS	152.11

Public Works-Signal/Street Lights

00400906	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	17,296.81
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	7,624.77
00401010	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	8,346.41
00401105	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,419.83
00401155	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	33,359.74
00401272	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	19,642.91

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Public Works-Facilities Maintenance

00400867	ANIXTER INC	SUPPLIES	1,348.52
00400932	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	7,607.13
00400949	PACIFIC GAS AND ELECTRIC CO	GAS	10,788.65
00400953	PEPPER INVESTMENTS INC	PEST CONTROL	910.00
00400992	CD AND POWER	FUEL FLOAT REPAIR	704.75
00401004	CONTRA COSTA HEALTH SERVICES	HAZMAT OPERATING PERMIT	2,683.00
00401047	PEPPER INVESTMENTS INC	PEST CONTROL	1,285.00
00401055	SHELTERWERK	PROFESSIONAL SERVICES	412.50
00401078	BLUE SHIELD LIFE	INSURANCE PREMIUM	28.23
00401083	DELTA DENTAL	INSURANCE PREMIUM	18.54
00401133	BAY ALARM COMPANY	SECURITY SERVICES	23,383.51
00401212	REAL PROTECTION INC	ALARM SERVICES	1,501.34
00401214	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	165.00
00401226	SUPERCO SPECIALTY PRODUCTS.	SUPPLIES	1,693.94
00401264	CD AND POWER	PROFESSIONAL SERVICES	622.00
00401351	CONTRA COSTA HEALTH SERVICES	CITY HALL HAZMAT PERMIT	1,110.00
00943028	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	40.41

Public Works-Parks Maint

00400948	OFFICE DEPOT INC	SUPPLIES	65.84
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,003.11
00400974	ALTA FENCE	FENCE REPLACEMENT	689.00
00401010	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	2,041.00
00401050	RJ THOMAS MANUFACTURING COMPANY	SUPPLIES	4,999.98
00401051	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	1,386.45
00401065	STEWARTS TREE SERVICE INC	TREE SERVICE	7,050.00
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	93,147.25
00401124	ANTIOCH ACE HARDWARE	SUPPLIES	43.49
00401214	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	421.40
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,746.20
00401337	STEWARTS TREE SERVICE INC	TREE SERVICE	850.00

Public Works-Median/General Land

00400868	ANTIOCH ACE HARDWARE	SUPPLIES	113.73
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,000.68
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7,549.16
00400976	ANTIOCH ACE HARDWARE	SUPPLIES	67.70
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,881.36
00401123	ANTIOCH ACE HARDWARE	SUPPLIES	7.88
00401124	ANTIOCH ACE HARDWARE	SUPPLIES	89.98
00401154	CONCRETE FENCE INSTALLERS INC	PROFESSIONAL SERVICES	30,433.09
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,881.36
00401352	HYDROPOINT DATA SYSTEMS INC	SUBSCRIPTION RENEWAL	235.00

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Police Administration

00400870	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	160.00
00400882	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	401.73
00400883	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,353.51
00400885	BARNETT MEDICAL SERVICES INC	PROFESSIONAL SERVICES	182.00
00400892	CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP	1,852.00
00400893	CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP	145.00
00400898	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	11.13
00400911	COPWARE INC	SUBSCRIPTION RENEWAL	1,765.00
00400916	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	15.01
00400927	GALLS LLC	UNIFORMS	528.78
00400939	KIRBY POLYGRAPH AND INVESTIGATIVE	PROFESSIONAL SERVICES	1,750.00
00400946	NET TRANSCRIPTS	TRANSCRIPT SERVICE	44.10
00400947	OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT	2,358.00
00400948	OFFICE DEPOT INC	SUPPLIES	285.33
00400957	REACH PROJECT INC	PROFESSIONAL SERVICES	17,083.00
00400959	SAN DIEGO POLICE EQUIPMENT CO	SUPPLIES	4,696.33
00400964	STATE OF CALIFORNIA	PRE-EMPLOYMENT	96.00
00400970	UNITED STATES POSTAL SERVICE	POSTAGE	2,000.00
00400980	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,270.21
00400981	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	8,492.80
00400982	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,183.16
00400995	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	45.25
00401002	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHER REFILL	626.71
00401020	GALLS LLC	UNIFORMS	2,248.44
00401031	LC ACTION POLICE SUPPLY	SUPPLIES	715.79
00401035	MILLER, STEVEN MICHAEL	CLASS PER DIEM	222.00
00401037	MORRIS, GEOFFREY S	CLASS PER DIEM	370.00
00401042	NET TRANSCRIPTS	TRANSCRIPT SERVICE	180.99
00401043	OFFICE DEPOT INC	SUPPLIES	912.15
00401052	SAFESTORE INC	STORAGE	2,810.35
00401056	SHRED IT INC	SHRED SERVICES	456.19
00401058	SNIPERCRAFT INC	SUPPLIES	206.00
00401073	VERIZON WIRELESS	CELL PHONE	3,008.47
00401078	BLUE SHIELD LIFE	INSURANCE PREMIUM	13.51
00401083	DELTA DENTAL	INSURANCE PREMIUM	60.18
00401115	ADLERHORST INTERNATIONAL INC	K9 PURCHASE	12,930.00
00401133	BAY ALARM COMPANY	SECURITY INSTALLATION	315,578.82
00401137	BLEDSON, LOREN M	CLASS PER DIEM	34.50
00401162	EAN SERVICES LLC	RENTAL VEHICLE	446.25
00401174	GALLS LLC	UNIFORMS	1,786.09
00401176	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	593.62
00401177	GRIDIRON TRAINING INC	REGISTRATION FEE	300.00

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00401178	GRIDIRON TRAINING INC	REGISTRATION FEE	500.00
00401205	OFFICE DEPOT INC	SUPPLIES	886.73
00401210	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	34.50
00401218	SAFFOLD, DARRYL	EXPENSE REIMBURSEMENT	293.55
00401221	SDRTC	REGISTRATION FEE	850.00
00401231	TURNAGE, AUTUMN M	EXPENSE REIMBURSEMENT	20.68
00401236	VICTORY TACTICAL GEAR	SUPPLIES	4,805.38
00401243	AIRDATA UAV INC	SUBSCRIPTION SERVICE	5,760.00
00401253	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	517.50
00401268	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	119.39
00401277	EAN SERVICES LLC	RENTAL VEHICLE	132.67
00401283	FEDEX	SHIPPING	26.85
00401301	LEE, JENNIFER L	EXPENSE REIMBURSEMENT	34.50
00401313	MOTOROLA SOLUTIONS INC	ONLINE REPORTING	9,175.00
00401326	PROMOTIONAL DESIGN CONCEPTS	SUPPLIES	537.45
00401349	BLUMBERG, FREDRICK C.	CLASS PER DIEM	740.00
00401353	MULHOLLAND, MATTHEW	CLASS PER DIEM	666.00
00401355	TRI-TECH FORENSICS INC	REGISTRATION FEE	689.00
00942794	IMAGE SALES INC	SUPPLIES	23.27
00942797	MOBILE MINI LLC	STORAGE	173.25
00943027	CANON FINANCIAL SERVICES	COPIER SERVICE	1,425.64
Police Cadets			
00400980	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	519.95
00400998	CONCORD UNIFORMS LLC	UNIFORMS	495.36
00400999	CONCORD UNIFORMS LLC	UNIFORMS	407.94
00401152	CONCORD UNIFORMS LLC	UNIFORMS	96.42
00401153	CONCORD UNIFORMS LLC	UNIFORMS	65.80
Police Community Policing			
00400870	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	52.50
00400882	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,608.61
00400883	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	384.37
00400920	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	34.50
00400982	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,068.89
00400984	BHALLA SERVICES INC	CAR WASH	1,131.00
00401165	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	57.50
00401189	LENDERMAN, THOMAS E	EXPENSE REIMBURSEMENT	22.84
00401197	MCELROY, STEVEN M	EXPENSE REIMBURSEMENT	25.54
00401228	TANGUMA, CAESAR ELI	EXPENSE REIMBURSEMENT	90.02
00401262	BORG, THOMAS	MILEAGE REIMBURSEMENT	469.18
00401289	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	20.34
00401331	SOLARI JR, ROBERT L	EXPENSE REIMBURSEMENT	23.00
Police Investigations			
00400864	ALHAMBRA	WATER	207.76
00400872	AT AND T MCI	CELL ANALYSIS	850.00

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00400882	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	750.00
00400883	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,735.66
00400907	CONTRA COSTA COUNTY	EVIDENCE	1,775.13
00400909	CONTRA COSTA COUNTY	EVIDENCE	26,793.50
00400916	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	163.07
00400962	SPRINT	CELL ANALYSIS	600.00
00400980	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	120.00
00400982	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,643.46
00401128	AT AND T MCI	EVIDENCE PROCESSING	1,425.00
00401167	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	21.19
00401188	KUNKEL, DANIEL	EXPENSE REIMBURSEMENT	98.61
00401192	LEXISNEXIS	SUBSCRIPTION SERVICE	252.50
00401194	MAGNETIC FORENSICS USA INC	EVIDENCE PROCESSING	2,300.00
00401227	T MOBILE USA INC	DIGITAL EVIDENCE	6,910.00
00401265	CHALK, STEPHANIE A	EXPENSE REIMBURSEMENT	70.03
00401277	EAN SERVICES LLC	RENTAL VEHICLE	127.86
00401286	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	181.09
00401300	LC ACTION POLICE SUPPLY	TRAINING	27,163.13
00401302	LEXISNEXIS	SUBSCRIPTION FEE	252.50
Police Special Operations Unit			
00400917	EAN SERVICES LLC	RENTAL VEHICLE	3,512.07
Police Communications			
00400871	AT AND T	TELEPHONE SERVICES	48.81
00400902	COMCAST	INTERNET	3,216.33
00400903	COMCAST	INTERNET	161.80
00400928	GLOBALSTAR USA	TELEPHONE SERVICES	215.09
00400952	PACIFIC TELEMAGEMENT SERVICES	TELEPHONE SERVICES	78.00
00400955	RADIO IP SOFTWARE INC	PROFESSIONAL SERVICES	3,219.45
00943011	COMPUTERLAND	SUPPLIES	948.37
Police Facilities Maintenance			
00400949	PACIFIC GAS AND ELECTRIC CO	GAS	22,477.97
00400953	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00400979	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	115.00
00401003	CONTRA COSTA HEALTH SERVICES	HAZMAT PERMIT	2,683.00
00401047	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00401141	CAMALI CORP	SHIPPING	4,347.00
00401209	PEPPER INVESTMENTS INC	SANITIZER SERVICE	350.00
00401229	TMC SHOOTING RANGE SPECIALIST INC	WEAPON INSPECTIONS	3,500.00
00943031	MOBILE MINI LLC	RENTAL	139.82
Youth Network Services			
00400859	ABNER, TRAVIS K	EXPENSE REIMBURSEMENT	62.51
00400877	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	20.36
00400881	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	283.29
00400977	ANTIOCH HERALD	ADVERTISING	80.00

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00400987	BRIDGE BUILDERS TO THE NEW GEN	TRAINING	4,500.00
00401255	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	47.34
00401263	BRIDGE BUILDERS TO THE NEW GEN	TRAINING	3,600.00
00401288	GRACE ARMS OF ANTIOCH	PROFESSIONAL SERVICES	10,736.55
Housing and Homelessness			
00401083	DELTA DENTAL	INSURANCE PREMIUM	120.36
Community Development Land Planning Services			
00400880	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	198.15
00401016	EIDEN, KITTY J	PROFESSIONAL SERVICES	300.00
00401083	DELTA DENTAL	INSURANCE PREMIUM	120.36
00401131	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.00
00401166	EIDEN, KITTY J	PROFESSIONAL SERVICES	300.00
00401234	URBAN PLANNING PARTNERS	PROFESSIONAL SERVICES	78,196.20
CD Code Enforcement			
00400880	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	957.88
00400908	CONTRA COSTA COUNTY	PROFESSIONAL SERVICES	929.00
00400963	STAMM ENTERPRISES, LTD	STORAGE	235.00
00400990	CACEO	TRAINING	167.00
00401083	DELTA DENTAL	INSURANCE PREMIUM	52.48
00401103	NEXTEL SPRINT	CELL PHONE	335.75
00401241	WORK WORLD	SAFETY SHOES	451.02
00401252	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	15.27
PW Engineer Land Development			
00401103	NEXTEL SPRINT	CELL PHONE	343.26
00401149	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	25,342.50
00401160	CROWN CASTLE USA INC	INSPECTION FEE REFUND	1,390.00
00401183	INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	115,926.50
00401205	OFFICE DEPOT INC	SUPPLIES	82.24
00401217	RUDZEWICZ, JAN	INSPECTION FEE REFUND	280.00
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	12.00
Community Development Building Inspection			
00400914	DELL MARKETING LP	SUPPLIES	3,716.37
00400948	OFFICE DEPOT INC	SUPPLIES	126.61
00401027	IPERMIT	REFUND ENERGY INSP FEE	315.70
00401112	4LEAF INC	CONSULTING SERVICES	87,240.00
00401131	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	151.77
00401205	OFFICE DEPOT INC	SUPPLIES	94.13
00401232	TYLER TECHNOLOGIES INC	CONSULTING SERVICES	1,914.75
Capital Imp. Administration			
00401103	NEXTEL SPRINT	CELL PHONE	127.82
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00401205	OFFICE DEPOT INC	SUPPLIES	79.00
00943011	COMPUTERLAND	SUPPLIES	4,268.12

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209 RMRA Fund

Streets

00401136	BKF ENGINEERS INC	ENGINEERING SERVICES	7,372.93
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211 Delta Fair Property Fund

Parks & Open Space

00400950	PACIFIC GAS AND ELECTRIC CO	CONTRA LOMA ESTATES PARK	3,308.59
00401216	RRM DESIGN GROUP	PROFESSIONAL SERVICES	2,250.56

213 Gas Tax Fund

Streets

00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	41,696.14
00401105	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	613.61

214 Animal Services Fund

Animal Services

00400879	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,232.24
00400883	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	43.89
00400949	PACIFIC GAS AND ELECTRIC CO	GAS	1,183.06
00401008	DATAMARS PETLINK	SUPPLIES	1,437.21
00401015	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	2,185.25
00401024	HILLS PET NUTRITION	SUPPLIES	416.08
00401041	MWI VETERINARY SUPPLY CO	SUPPLIES	363.15
00401069	TONY LA RUSSA'S ANIMAL RESCUE	VETERINARY SERVICES	879.00
00401083	DELTA DENTAL	INSURANCE PREMIUM	172.84
00401116	AIRGAS USA LLC	CHEMICALS	71.58
00401151	CONCORD FEED	SUPPLIES	444.00
00401164	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	3,880.43
00401180	HILLS PET NUTRITION	SUPPLIES	693.06
00401187	KOEFRAN SERVICES INC	PROFESSIONAL SERVICES	1,850.00
00401201	MWI VETERINARY SUPPLY CO	SUPPLIES	3,164.64
00401219	SAGE VETERINARY CENTERS	EMERGENCY VET SERVICES	417.19
00401235	VICTOR MEDICAL COMPANY	CHEMICALS	2,081.50
00401256	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,558.58
00401266	CHAMELEON SOFTWARE PRODUCTS	SOFTWARE MAINTENANCE	2,941.30
00943015	IDEXX LABORATORIES INC	VETERINARY SERVICES	169.33
00943018	MOBILE MINI LLC	STORAGE	140.69

215 Civic Arts Fund

Civic Arts

00400929	GRACE ARMS OF ANTIOCH	EVENT SERVICES	10,200.00
00400934	HUNT, CANDICE	PROFESSIONAL SERVICES	380.00
00401255	BANK OF AMERICA	RENTAL INSURANCE	39.38

219 Recreation Fund

Non Departmental

00400869	ANTIOCH CHARTER ACADEMY	DEPOSIT REFUND	500.00
00401054	SHEFFIELD ORTHODONTICS	DEPOSIT REFUND	500.00
00401113	ABBEY PARTY RENTS	PROFESSIONAL SERVICES	11,812.50

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00401247	ALTERNATIVE FAMILY SERVICES INC	DEPOSIT REFUND	500.00
00401255	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	107.90
Nick Rodriguez Community Cent			
00400881	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	68.03
00400890	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	147.00
00400949	PACIFIC GAS AND ELECTRIC CO	GAS	2,772.24
00400996	COLE SUPPLY CO INC	SUPPLIES	702.20
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00401150	COLE SUPPLY CO INC	SUPPLIES	176.58
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00401255	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	56.78
Senior Programs			
00400865	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,626.89
00400881	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	282.09
00400949	PACIFIC GAS AND ELECTRIC CO	GAS	279.77
00401172	FREDDY B S	SUPPLIES	2,500.00
00401255	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	976.56
00401341	TRI DELTA TRANSIT	SENIORS BUS TICKETS	5,500.00
00401354	MYSENIORCENTER	SENIOR DATABASE	4,938.75
Recreation Sports Programs			
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,534.84
00400989	BSN SPORTS LLC	SPORTS SUPPLIES	52.66
00400997	CONCORD SOFTBALL UMPIRES	UMPIRE SERVICES	1,715.00
00401021	GONZALEZ-ALSTON, ZONIA	PROFESSIONAL SERVICES	460.80
00401260	BIG SKY LOGOS AND EMBROIDERY	SUPPLIES	2,922.36
00401287	GONZALEZ-ALSTON, ZONIA	PROFESSIONAL SERVICES	2,106.00
Recreation-Comm Center			
00400865	AMAZON CAPITAL SERVICES INC	SUPPLIES	806.98
00400881	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	455.67
00400890	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	260.00
00400900	COLE SUPPLY CO INC	SUPPLIES	955.42
00400901	COLE SUPPLY CO INC	SUPPLIES	937.42
00400902	COMCAST	INTERNET	50.01
00401025	HONEYWELL INTERNATIONAL INC	SUPPLIES	698.56
00401049	REAL PROTECTION INC	PROFESSIONAL SERVICES	535.00
00401067	THOMPSON, RANDALL	PROFESSIONAL SERVICES	337.50
00401133	BAY ALARM COMPANY	ALARM INSTALLATION	2,671.91
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	1,070.00
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	500.00
00401199	MITY LITE INC	SUPPLIES	4,779.55
00401255	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	442.03
00401258	BE EXCEPTIONAL	PROFESSIONAL SERVICES	3,404.40
00401276	DUGAND, KARINA	PROFESSIONAL SERVICES	501.60
00401296	JACKSON, LA'NAE LEILANI	EXPENSE REIMBURSEMENT	48.22

Finance Accounting
Prepared by: Michele Milo
7/20/2022

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00401309	MAX MARTIAL ARTS LLC	PROFESSIONAL SERVICES	1,390.80
00401314	MUIR, ROXANNE	PROFESSIONAL SERVICES	864.00
Recreation Water Park			
00400865	AMAZON CAPITAL SERVICES INC	SUPPLIES	3,356.67
00400866	AMERICAN RED CROSS	CERTIFICATIONS	2,025.00
00400890	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	1,239.00
00400932	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	2,497.21
00400940	KNORR SYSTEMS INC	CHEMICALS	603.57
00400949	PACIFIC GAS AND ELECTRIC CO	GAS	17,669.47
00400996	COLE SUPPLY CO INC	JANITORIAL SUPPLIES	468.69
00401013	DIPPIN DOTS LLC	SUPPLIES	2,996.40
00401025	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	19,131.01
00401048	PEPSI COLA COMPANY	SUPPLIES	1,693.31
00401053	SARMIENTO, ZACHARY SPENCER	EXPENSE REIMBURSEMENT	313.12
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	435.00
00401150	COLE SUPPLY CO INC	SUPPLIES	3,825.59
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	240.00
00401186	KNORR SYSTEMS INC	CHEMICALS	563.44
00401191	LESLIES POOL SUPPLIES	CHEMICALS	494.30
00401255	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	38.16
00401274	DEPARTMENT OF INDUSTRIAL RELATIONS	INSPECTION SERVICES	2,413.75
00401350	COMMERCIAL POOL SYSTEMS INC	CHEMICALS	69.14
00401351	CONTRA COSTA HEALTH SERVICES	OPERATING PERMIT	1,463.00
00943013	GRAINGER INC	SUPPLIES	207.20
221	Asset Forfeiture Fund		
Non Departmental			
00401224	SMITH, KARDELL	ASSET FORFEITURE	291.00
222	Measure C/J Fund		
Streets			
00400862	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	1,536.00
00400913	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	638.91
00400973	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	14,976.00
00401117	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,760.00
00401203	NUTRIEN AG SOLUTIONS	CHEMICALS	746.30
00401244	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	14,592.00
00401280	EVERDE GROWERS	SUPPLIES	14,663.16
226	Solid Waste Reduction Fund		
Solid Waste			
00400919	ECOHERO SHOW LLC, THE	SCHOOL PRESENTATIONS	2,775.00
00400960	SANCHEZ, ISMAEL	FEE REFUND	35.00
00401034	LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	3,886.36
00401131	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	725.00
00401150	COLE SUPPLY CO INC	SUPPLIES	1,513.78
00401307	LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	1,295.46

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229 Pollution Elimination Fund

Channel Maintenance Operation

00400863	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,600.00
00400890	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00400910	CONTRA COSTA HEALTH SERVICES	CITY DUMP INSPECTION	298.50
00400973	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,880.00
00400976	ANTIOCH ACE HARDWARE	SUPPLIES	41.69
00401078	BLUE SHIELD LIFE	INSURANCE PREMIUM	7.98
00401118	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,600.00
00401244	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,320.00
00401245	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,400.00
00401248	ANTIOCH ACE HARDWARE	SUPPLIES	1,271.33
00401320	NOMAD ECOLOGY LLC	CONSULTING SERVICES	2,828.40

Storm Drain Administration

00400938	KFTB EARTH ISLAND INSTITUTE	EDUCATIONAL PROGRAM	4,000.00
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251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,023.38
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,174.82
00401057	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,036.00
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,268.18
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,089.88

Lonetree Maintenance Zone 2

00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	829.11
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,078.94
00401057	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,416.00
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,681.11
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,681.11

Lonetree Maintenance Zone 3

00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7,788.43
00401057	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,864.00
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,162.86
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,162.86

Lonetree Maintenance Zone 4

00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,058.03
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,991.77
00401223	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,196.00
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,706.49

252 Downtown SLLMD Fund

Downtown Maintenance

00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	273.67
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,082.24
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,629.82
00401337	STEWARTS TREE SERVICE INC	TREE SERVICE	135.00

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00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,451.52
253	Almondridge SLLMD Fund		
	Almondridge Maintenance		
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	252.82
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,008.80
00401010	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	436.10
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29
00401223	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,564.00
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29
254	Hillcrest SLLMD Fund		
	Hillcrest Maintenance Zone 1		
00400862	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,072.00
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	914.00
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	6,848.37
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,984.06
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,520.48
	Hillcrest Maintenance Zone 2		
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	891.21
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	6,804.64
00400983	BELLECCI AND ASSOCIATES INC	PROFESSIONAL SERVICES	6,469.50
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,274.96
00401330	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,796.00
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,640.21
	Hillcrest Maintenance Zone 4		
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	785.14
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7,366.40
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,379.55
00401330	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,496.00
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,022.95
255	Park 1A Maintenance District Fund		
	Park 1A Maintenance District		
00400905	COMCAST	INTERNET	113.80
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	136.98
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,186.80
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,323.39
00401105	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	59.37
00401143	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	28.54
00401319	NO LIMIT CONCRETE PUMPING	SUPPLIES	912.00
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,859.81
00943028	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	721.97
256	Citywide 2A Maintenance District Fund		
	Citywide 2A Maintenance Zone 3		
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	94.26
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,246.82

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00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,481.11
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,473.98
Citywide 2A Maintenance Zone 4			
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	410.49
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,379.42
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,152.26
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,152.26
Citywide 2A Maintenance Zone 5			
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	589.52
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,024.21
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42
Citywide 2A Maintenance Zone 6			
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	282.01
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,906.29
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,098.53
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,670.61
Citywide 2A Maintenance Zone 8			
00400862	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	1,536.00
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,459.87
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,141.75
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,106.09
Citywide 2A Maintenance Zone 9			
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	581.32
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,574.24
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,595.42
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,488.44
Citywide 2A Maintenance Zone10			
00400862	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	1,536.00
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	143.13
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,194.05
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23
257	SLLMD Administration Fund		
SLLMD Administration			
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	855.52
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	683.00
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.76
259	East Lone Tree SLLMD Fund		
Zone 1-District 10			
00400966	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,854.23
00401066	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,357.92
00401340	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,357.92

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311 Capital Improvement Fund

Non Departmental

Parks & Open Space

00400926	FROSTAD ATELIER FOUNDRY INC	PROFESSIONAL SERVICES	3,250.00
00401120	ALLSTEEL INC	SUPPLIES	242.40
00401329	SAM CLAR OFFICE FURNITURE	OFFICE FURNITURE	3,055.45

Energy Efficiency

00401034	LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	3,886.36
00401307	LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	1,295.45

Public Buildings & Facilities

00401158	CORPORATE SIGN SYSTEMS INC	RIVERTOWN SIGNAGE	35,065.00
00401347	WOODARD AND CURRAN	PROFESSIONAL SERVICES	17,470.39

376 Lone Diamond Fund

Assessment District

00400993	CENTRAL SELF STORAGE ANTIOCH	STORAGE	370.00
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570 Equipment Maintenance Fund

Non Departmental

00400933	HUNT AND SONS INC	FUEL	17,736.19
00401182	HUNT AND SONS INC	FUEL	64,888.45
00401293	HUNT AND SONS INC	FUEL	8,549.96

Equipment Maintenance

00400918	EAST BAY WELDING SUPPLY	SUPPLIES	241.60
00400921	EH WACHS	PARTS	756.89
00400931	HARLEY DAVIDSON	PARTS	1,674.80
00400948	OFFICE DEPOT INC	SUPPLIES	18.02
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	662.18
00400976	ANTIOCH ACE HARDWARE	SUPPLIES	71.10
00400985	BILL BRANDT FORD	SUPPLIES	1,113.36
00401023	HARLEY DAVIDSON	REPAIR SERVICE	673.56
00401033	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,195.27
00401045	OREILLY AUTO PARTS	AUTO PARTS	1,849.60
00401075	WALNUT CREEK FORD	PARTS	747.08
00401124	ANTIOCH ACE HARDWARE	SUPPLIES	161.85
00401127	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	410.00
00401134	BILL BRANDT FORD	SUPPLIES	3,367.77
00401143	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	1,085.38
00401163	EAST BAY TIRE CO	TIRES	4,093.04
00401169	FALCON COLLISION REPAIR INC	REPAIR SERVICE	1,676.79
00401173	FURBER SAW INC	SUPPLIES	194.83
00401182	HUNT AND SONS INC	FUEL	709.29
00401190	LES SCHWAB TIRES OF CALIFORNIA	TIRES	1,225.31
00401193	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,414.95
00401200	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	192.33
00401206	OREILLY AUTO PARTS	SUPPLIES	1,754.50

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00401225	SOUTHERN COUNTIES LUBRICANTS LLC	SUPPLIES	2,555.72
00401230	TRED SHED, THE	SUPPLIES	3,541.12
00401238	WALNUT CREEK FORD	SUPPLIES	582.44
00401240	WINTER CHEVROLET CO	SUPPLIES	535.74
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	28.00
00401298	KEN KELLER SALES	SUPPLIES	315.08
00401306	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	160.02
00401327	R AND B TOOLS LLC	SUPPLIES	2,524.14
00401343	UNICO GLASS LLC	SUPPLIES	482.30
00942796	KIMBALL MIDWEST	SUPPLIES	825.04
00943008	A1 TRANSMISSION	REPAIR SERVICE	1,770.32
00943019	PETERSON TRACTOR CO	SUPPLIES	348.54
00943035	UNLIMITED GRAPHIC AND SIGN NETWORK	SUPPLIES	3,126.87

573 Information Services Fund

Non Departmental

00401252	BANK OF AMERICA	EE COMPUTER PURCHASE	2,028.39
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Network Support & PCs

00400875	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	14.13
00400904	COMCAST	INTERNET	328.09
00400944	MISAC NORTHERN CA REGION	MEMBERSHIP DUES	130.00
00400975	AMERICAN MESSAGING	PAGER SERVICE	15.30
00400991	CARASOFT TECHNOLOGY CORP	PROFESSIONAL SERVICES	89,703.54
00401071	TRISYS INC	PROFESSIONAL SERVICES	645.00
00401121	AMS DOT NET INC	PROFESSIONAL SERVICES	2,098.62
00942791	CARTER, RONN	PROFESSIONAL SERVICES	1,110.00
00943012	DIGITAL SERVICES	WEBSITE MAINTENANCE	6,175.00

GIS Support Services

00400894	CA SURVEYING AND DRAFTING SUPPLY	FURNITURE & EQUIPMENT	292.82
00942792	CLUB CARE INC	SERVICE REPAIR	230.00
00943012	DIGITAL SERVICES	EQUIPMENT LEASE REFUND	189.81

577 Post Retirement Medical-Police Fund

Non Departmental

00401077	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,546.42
00401080	EMPLOYEE	MEDICAL AFTER RETIREMENT	857.06
00401088	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,222.30
00401092	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00401095	EMPLOYEE	MEDICAL AFTER RETIREMENT	456.06
00401097	EMPLOYEE	MEDICAL AFTER RETIREMENT	708.06
00401098	EMPLOYEE	MEDICAL AFTER RETIREMENT	126.75
00401099	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,479.41
00401102	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,479.41
00401104	EMPLOYEE	MEDICAL AFTER RETIREMENT	709.38
00401106	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,564.42
00401108	EMPLOYEE	MEDICAL AFTER RETIREMENT	71.30

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00401202	EMPLOYEE	MEDICAL AFTER RETIREMENT	4,256.28
00942830	EMPLOYEE	MEDICAL AFTER RETIREMENT	456.06
00942831	EMPLOYEE	MEDICAL AFTER RETIREMENT	2,079.36
00942836	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,010.59
00942837	EMPLOYEE	MEDICAL AFTER RETIREMENT	322.08
00942839	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,546.42
00942840	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,515.19
00942844	EMPLOYEE	MEDICAL AFTER RETIREMENT	970.30
00942846	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,546.42
00942854	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942859	EMPLOYEE	MEDICAL AFTER RETIREMENT	970.30
00942861	EMPLOYEE	MEDICAL AFTER RETIREMENT	770.00
00942864	EMPLOYEE	MEDICAL AFTER RETIREMENT	614.88
00942868	EMPLOYEE	MEDICAL AFTER RETIREMENT	571.38
00942881	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,546.42
00942882	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,714.12
00942887	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,546.42
00942888	EMPLOYEE	MEDICAL AFTER RETIREMENT	770.00
00942889	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,546.42
00942902	EMPLOYEE	MEDICAL AFTER RETIREMENT	153.53
00942904	EMPLOYEE	MEDICAL AFTER RETIREMENT	456.06
00942905	EMPLOYEE	MEDICAL AFTER RETIREMENT	614.88
00942906	EMPLOYEE	MEDICAL AFTER RETIREMENT	266.57
00942907	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942916	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942917	EMPLOYEE	MEDICAL AFTER RETIREMENT	153.53
00942918	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,542.71
00942919	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,546.42
00942922	EMPLOYEE	MEDICAL AFTER RETIREMENT	254.12
00942931	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,136.59
00942932	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,136.59
00942937	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,714.12
00942938	EMPLOYEE	MEDICAL AFTER RETIREMENT	708.06
00942939	EMPLOYEE	MEDICAL AFTER RETIREMENT	232.94
00942949	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942950	EMPLOYEE	MEDICAL AFTER RETIREMENT	614.88
00942952	EMPLOYEE	MEDICAL AFTER RETIREMENT	456.06
00942954	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,136.59
00942958	EMPLOYEE	MEDICAL AFTER RETIREMENT	279.53
00942967	EMPLOYEE	MEDICAL AFTER RETIREMENT	580.50
00942969	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942978	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942979	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942981	EMPLOYEE	MEDICAL AFTER RETIREMENT	857.06

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00942986	EMPLOYEE	MEDICAL AFTER RETIREMENT	456.06
00942987	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942991	EMPLOYEE	MEDICAL AFTER RETIREMENT	279.53
00942998	EMPLOYEE	MEDICAL AFTER RETIREMENT	476.45
00943002	EMPLOYEE	MEDICAL AFTER RETIREMENT	456.06
00943003	EMPLOYEE	MEDICAL AFTER RETIREMENT	708.06
00943005	EMPLOYEE	MEDICAL AFTER RETIREMENT	18.06
00943007	EMPLOYEE	MEDICAL AFTER RETIREMENT	708.06
00943017	EMPLOYEE	MEDICAL AFTER RETIREMENT	3,130.24
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00401081	EMPLOYEE	MEDICAL AFTER RETIREMENT	79.00
00401084	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00401085	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00401087	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00401089	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00401091	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.48
00401096	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00401107	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00401110	EMPLOYEE	MEDICAL AFTER RETIREMENT	100.00
00942832	EMPLOYEE	MEDICAL AFTER RETIREMENT	232.94
00942833	EMPLOYEE	MEDICAL AFTER RETIREMENT	603.96
00942835	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942838	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942843	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942849	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00942852	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00942853	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942855	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00942856	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942857	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942860	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942866	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00942869	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942873	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942874	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00942877	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942880	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942884	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942885	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942886	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942893	EMPLOYEE	MEDICAL AFTER RETIREMENT	709.38
00942894	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942895	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69

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00942896	EMPLOYEE	MEDICAL AFTER RETIREMENT	119.47
00942897	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942901	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942903	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942911	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942912	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942915	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942921	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942926	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942928	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942929	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942934	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942936	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942941	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00942945	EMPLOYEE	MEDICAL AFTER RETIREMENT	237.50
00942946	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942951	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942955	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942957	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942961	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942966	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942968	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942973	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942984	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942989	EMPLOYEE	MEDICAL AFTER RETIREMENT	14.26
00942990	EMPLOYEE	MEDICAL AFTER RETIREMENT	153.53
00942993	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942994	EMPLOYEE	MEDICAL AFTER RETIREMENT	473.38
00943001	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00943004	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00943006	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00401079	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00401082	EMPLOYEE	MEDICAL AFTER RETIREMENT	864.90
00401086	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00401090	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00401093	EMPLOYEE	MEDICAL AFTER RETIREMENT	244.12
00401094	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00401100	EMPLOYEE	MEDICAL AFTER RETIREMENT	493.80
00401101	EMPLOYEE	MEDICAL AFTER RETIREMENT	440.38
00401109	EMPLOYEE	MEDICAL AFTER RETIREMENT	2,079.36
00401111	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942834	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 11 - JULY 12, 2022
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00942841	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942842	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942845	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942847	EMPLOYEE	MEDICAL AFTER RETIREMENT	153.53
00942848	EMPLOYEE	MEDICAL AFTER RETIREMENT	146.52
00942850	EMPLOYEE	MEDICAL AFTER RETIREMENT	145.69
00942851	EMPLOYEE	MEDICAL AFTER RETIREMENT	2,079.36
00942858	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942862	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942863	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942865	EMPLOYEE	MEDICAL AFTER RETIREMENT	709.38
00942867	EMPLOYEE	MEDICAL AFTER RETIREMENT	864.90
00942870	EMPLOYEE	MEDICAL AFTER RETIREMENT	614.88
00942871	EMPLOYEE	MEDICAL AFTER RETIREMENT	145.69
00942872	EMPLOYEE	MEDICAL AFTER RETIREMENT	145.69
00942875	EMPLOYEE	MEDICAL AFTER RETIREMENT	433.33
00942876	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942878	EMPLOYEE	MEDICAL AFTER RETIREMENT	440.38
00942879	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942883	EMPLOYEE	MEDICAL AFTER RETIREMENT	232.94
00942890	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942891	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942892	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.30
00942898	EMPLOYEE	MEDICAL AFTER RETIREMENT	473.38
00942899	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942900	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942908	EMPLOYEE	MEDICAL AFTER RETIREMENT	403.04
00942909	EMPLOYEE	MEDICAL AFTER RETIREMENT	400.00
00942910	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942913	EMPLOYEE	MEDICAL AFTER RETIREMENT	690.38
00942914	EMPLOYEE	MEDICAL AFTER RETIREMENT	2,079.36
00942920	EMPLOYEE	MEDICAL AFTER RETIREMENT	864.90
00942923	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942924	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942925	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942927	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,515.19
00942930	EMPLOYEE	MEDICAL AFTER RETIREMENT	55.67
00942933	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.30
00942935	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,393.17
00942940	EMPLOYEE	MEDICAL AFTER RETIREMENT	145.69
00942942	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,565.12
00942943	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942944	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942947	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF JUNE 11 - JULY 12, 2022 FUND/CHECK#

00942948	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942953	EMPLOYEE	MEDICAL AFTER RETIREMENT	708.06
00942956	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942959	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942960	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942962	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942963	EMPLOYEE	MEDICAL AFTER RETIREMENT	145.69
00942964	EMPLOYEE	MEDICAL AFTER RETIREMENT	864.90
00942965	EMPLOYEE	MEDICAL AFTER RETIREMENT	205.69
00942970	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942971	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942972	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942974	EMPLOYEE	MEDICAL AFTER RETIREMENT	232.94
00942975	EMPLOYEE	MEDICAL AFTER RETIREMENT	614.88
00942976	EMPLOYEE	MEDICAL AFTER RETIREMENT	93.69
00942977	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942980	EMPLOYEE	MEDICAL AFTER RETIREMENT	440.38
00942982	EMPLOYEE	MEDICAL AFTER RETIREMENT	262.20
00942983	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942985	EMPLOYEE	MEDICAL AFTER RETIREMENT	560.38
00942988	EMPLOYEE	MEDICAL AFTER RETIREMENT	114.36
00942992	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942995	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00942996	EMPLOYEE	MEDICAL AFTER RETIREMENT	324.38
00942997	EMPLOYEE	MEDICAL AFTER RETIREMENT	2,079.36
00942999	EMPLOYEE	MEDICAL AFTER RETIREMENT	87.69
00943000	EMPLOYEE	MEDICAL AFTER RETIREMENT	1,546.42
00943024	EMPLOYEE	MEDICAL AFTER RETIREMENT	10.74
611	Water Fund		
Non Departmental			
00400924	FASTENAL CO	SUPPLIES	5,214.00
00400996	COLE SUPPLY CO INC	SUPPLIES	6,652.65
00401033	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	526.36
00401119	ALL PRO PRINTING SOLUTIONS	SUPPLIES	1,802.19
00401135	BISHOP CO	SUPPLIES	690.59
00401150	COLE SUPPLY CO INC	SUPPLIES	3,459.06
00401214	ROBINS LOCK AND KEY	KEY SUPPLIES	366.80
00401248	ANTIOCH ACE HARDWARE	SUPPLIES	71.09
00401282	FASTENAL CO	SUPPLIES	2,277.85
00943013	GRAINGER INC	SUPPLIES	234.43
Water Production			
00400888	BORGES AND MAHONEY	SUPPLIES	507.20
00400891	CALIFORNIA DEPT OF TAX & FEE ADMIN	MAINTENANCE FEE	424.22
00400897	CITY OF BRENTWOOD	SUPPORT SERVICES	1,848.96

CITY OF
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CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 11 - JULY 12, 2022
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00400912	CWEA SFBS	MEMBERSHIP DUES	192.00
00400923	ENTERRA ENVIRONMENTAL	TRAINING	375.00
00400925	FISHER SCIENTIFIC COMPANY	SUPPLIES	135.13
00400930	HACH CO	SUPPLIES	6,787.15
00400935	IDN WILCO	SUPPLIES	484.00
00400949	PACIFIC GAS AND ELECTRIC CO	GAS	125,568.31
00400971	USA BLUEBOOK	PROFESSIONAL SERVICES	589.63
00400976	ANTIOCH ACE HARDWARE	SUPPLIES	43.02
00400978	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	78.13
00400994	CLIPPER CONTROLS INC	SUPPLIES	3,430.78
00401006	CSI METRICS LLC	PROFESSIONAL SERVICES	2,032.32
00401017	ENERGY SYSTEMS INC	GENERATOR REPAIR	876.92
00401019	FINBERG FENCING INC	FENCE REPAIR	750.00
00401022	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,187.50
00401029	KARL NEEDHAM ENTERPRISES INC	HAULING SERVICE	33,430.00
00401072	UNIVAR SOLUTIONS USA INC	CHEMICAL	22,369.77
00401122	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00401124	ANTIOCH ACE HARDWARE	SUPPLIES	43.41
00401126	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	78.13
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00401148	CITY OF BRENTWOOD	SUPPORT SERVICES	752.50
00401156	CONTRA COSTA HEALTH SERVICES	HAZMAT OPERATING PERMIT	13,201.00
00401157	CONTRA COSTA WATER DISTRICT	RAW WATER	1,481,705.40
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00401168	EXPONENT INC	PROFESSIONAL SERVICES	396.00
00401170	FISHER SCIENTIFIC COMPANY	SUPPLIES	66.74
00401181	HUNT AND SONS INC	FUEL	708.18
00401182	HUNT AND SONS INC	FUEL	491.41
00401193	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	132.91
00401198	MISCO	TESTING SERVICES	1,067.02
00401204	OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT	454.00
00401233	UNIVAR SOLUTIONS USA INC	CHEMICALS	3,611.20
00401239	WALTER BISHOP CONSULTING	CONSULTING SERVICES	4,187.50
00401248	ANTIOCH ACE HARDWARE	SUPPLIES	123.99
00401249	ARAMARK UNIFORM SERVICES	ARAMARK SERVICES	78.13
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	225.14
00401270	CORRPRO COMPANIES INC	CATHODIC PROTECTION	1,920.00
00401285	FINBERG FENCING INC	FENCE REPAIR	340.00
00401290	HAGGARD, WILLIAM T	EXPENSE REIMBURSEMENT	100.00
00401293	HUNT AND SONS INC	FUEL	15,101.96
00401294	INDUSTRIAL SOLUTIONS SERVICES INC	CHEMICALS	14,796.54
00401297	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	20,433.12
00401306	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	392.84
00401345	UNIVAR SOLUTIONS USA INC	CHEMICALS	17,331.48

CITY OF
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CLAIMS BY FUND REPORT
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00942793	IDEXX LABORATORIES INC	SUPPLIES	637.91
00943013	GRAINGER INC	SUPPLIES	1,790.04
00943014	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,261.34
00943019	PETERSON TRACTOR CO	PROFESSIONAL SERVICES	1,520.00
00943022	RED WING SHOE STORE	SAFETY SHOES	250.00
00943023	RUST AUTOMATION AND CONTROLS INC	SUPPLIES	4,117.07
00943025	THATCHER COMPANY OF CALIFORNIA	CHEMICALS	6,118.00
00943029	EVOQUA WATER TECHNOLOGIES LLC	SERVICE WATER SYSTEM	564.18
00943030	GRAINGER INC	SUPPLIES	310.28
00943034	THATCHER COMPANY OF CALIFORNIA	CHEMICALS	9,177.00
Water Distribution			
00400889	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	6,052.50
00400902	COMCAST	INTERNET	1,016.33
00400923	ENTERRA ENVIRONMENTAL	TRAINING	1,000.00
00400937	KEN KELLER SALES	SUPPLIES	623.01
00400948	OFFICE DEPOT INC	SUPPLIES	192.57
00400968	UNDERGROUND SERVICE ALERT	REGULATORY FEE	509.65
00400976	ANTIOCH ACE HARDWARE	SUPPLIES	178.38
00401007	CWEA SFBS	MEMBERSHIP DUES	192.00
00401043	OFFICE DEPOT INC	SUPPLIES	47.64
00401068	TIMMONS GROUP INC	PROFESSIONAL SERVICES	14,369.11
00401123	ANTIOCH ACE HARDWARE	SUPPLIES	37.48
00401124	ANTIOCH ACE HARDWARE	SUPPLIES	36.54
00401125	ANTIOCH BUILDING MATERIALS	SUPPLIES	21,096.22
00401129	BACKFLOW DISTRIBUTORS INC	SUPPLIES	14,989.90
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	16.00
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	10.00
00401205	OFFICE DEPOT INC	SUPPLIES	34.64
00401207	PACIFIC CREDIT SERVICES	PAID COMMISSION	83.30
00401251	AZTECA SYTEMS HOLDINGS LLC	ONLINE SERVER SYSTEM	35,625.00
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	154.31
00401267	CLASSY GLASS TINTING	PROFESSIONAL SERVICES	935.00
00401273	DELTA DIABLO	PROFESSIONAL SERVICES	9,786.69
00401308	LOGRASSO, JOHN A	EXPENSE REIMBURSEMENT	165.53
00401312	MORGAN, RYAN WILLIAM	EXPENSE REIMBURSEMENT	50.00
00401315	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	3,153.66
00401321	PACE SUPPLY CORP	SUPPLIES	2,315.61
00401338	SYAR INDUSTRIES INC	ASPHALT	2,287.34
00401344	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
00942795	INFOSEND INC	PRINT & MAIL SERVICES	1,125.80
00943009	BADGER METER INC	METERS	9,752.67
00943016	INFOSEND INC	PRINT & MAIL SERVICES	7,379.81
00943026	BADGER METER INC	METERS	8,625.92
00943031	MOBILE MINI LLC	STORAGE	167.31

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF JUNE 11 - JULY 12, 2022 FUND/CHECK#

Public Buildings & Facilities

00401132	BARTLE WELLS ASSOCIATES INC	CONSULTING SERVICES	19,470.00
00401142	CDM SMITH INC	CONSULTING SERVICES	278,605.11
00401179	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	17,670.00
00942799	SHIMMICK CONSTRUCTION INC	PROFESSIONAL SERVICES	2,846,113.53
00943010	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	116,318.49

621 Sewer Fund

Non Departmental

00942798	SCOTTO, CHARLES W AND DONNA F	RENT	5,000.00
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Swr-Wastewater Administration

00400886	BAY AREA BARRICADE	SUPPLIES	369.81
00400889	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	6,052.50
00400896	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	1,036.02
00400902	COMCAST	INTERNET	1,016.33
00400915	DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	370.00
00400923	ENTERRA ENVIRONMENTAL	TRAINING	750.00
00400948	OFFICE DEPOT INC	SUPPLIES	395.20
00400949	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	521.25
00400968	UNDERGROUND SERVICE ALERT	REGULATORY FEE	509.65
00400969	UNICO GLASS LLC	WINDOW REPAIR	483.76
00400976	ANTIOCH ACE HARDWARE	SUPPLIES	41.26
00401014	DKF SOLUTIONS GROUP LLC	PROFESSIONAL SERVICES	610.00
00401028	JACK DOHENY SUPPLIES INC	SUPPLIER FOR CCTV TRUCK	382.34
00401043	OFFICE DEPOT INC	SUPPLIES	53.70
00401068	TIMMONS GROUP INC	PROFESSIONAL SERVICES	14,369.12
00401076	AFLAC	INSURANCE PREMIUM	84.10
00401078	BLUE SHIELD LIFE	INSURANCE PREMIUM	35.01
00401083	DELTA DENTAL	INSURANCE PREMIUM	45.49
00401124	ANTIOCH ACE HARDWARE	SUPPLIES	67.12
00401139	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	16.00
00401161	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	10.00
00401184	JACK DOHENY SUPPLIES INC	PROFESSIONAL SERVICES	879.83
00401205	OFFICE DEPOT INC	SUPPLIES	34.62
00401248	ANTIOCH ACE HARDWARE	SUPPLIES	72.00
00401251	AZTECA SYTEMS HOLDINGS LLC	ONLINE SERVER SYSTEM	35,625.00
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	473.83
00401267	CLASSY GLASS TINTING	PROFESSIONAL SERVICES	575.00
00401292	HERNANDEZ, ARTHUR SIMON	EXPENSE REIMBURSEMENT	43.08
00401324	PONDER ENVIRONMENTAL SERVICES	PROFESSIONAL SERVICES	6,276.71
00401338	SYAR INDUSTRIES INC	ASPHALT	2,287.33
00942790	CANON FINANCIAL SERVICES	PRINTER CONTRACT	117.35
00942795	INFOSEND INC	PRINT & MAIL SERVICES	1,125.81
00943016	INFOSEND INC	PRINT & MAIL SERVICES	7,379.82

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 11 - JULY 12, 2022
FUND/CHECK#

631 Marina Fund

Marina Administration

00400903	COMCAST	INTERNET	813.61
00400949	PACIFIC GAS AND ELECTRIC CO	GAS	4,377.72
00400953	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00401004	CONTRA COSTA HEALTH SERVICES	ORERATING PERMIT	3,155.00
00401047	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00401150	COLE SUPPLY CO INC	SUPPLIES	72.46
00401209	PEPPER INVESTMENTS INC	SANITIZER SERVICE	275.00
00401246	ALHAMBRA	WATER SERVICE	63.90
00401254	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,020.00
00401333	STATE OF CALIFORNIA	INTEREST DUE	181,389.00

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 11 - JULY 14, 2022
FUND/CHECK#

227 Housing Fund

Housing

00401034	LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	7,772.74
00401307	LOCAL GOVERNMENT COMMISSION	PROFESSIONAL SERVICES	2,590.91



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for April of 2022

RECOMMENDED ACTION

It is recommended that the City Council receive and file the April 2022 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

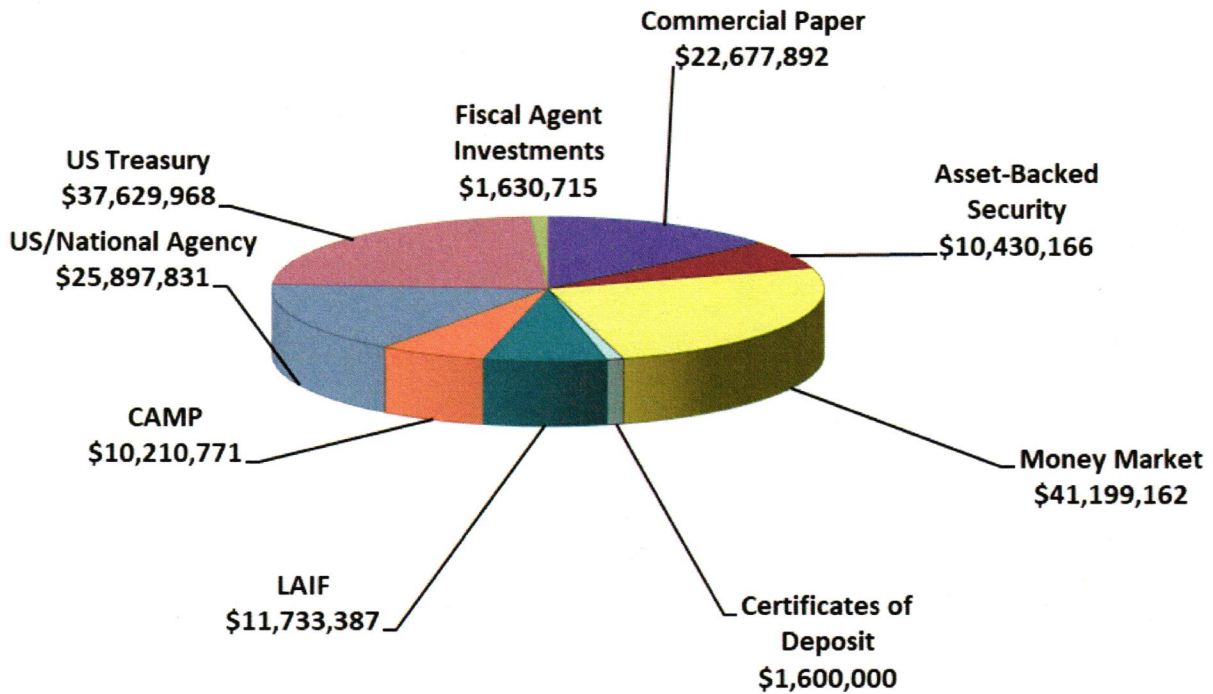
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report

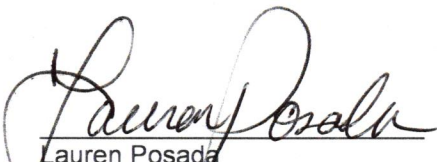
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

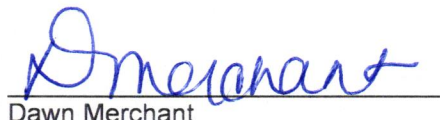
April 30, 2022



Total of City and Fiscal Agent Investments = \$163,009,892

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	1,484,700
Antioch Development Agency 2009 Tax Allocation Bonds	146,014
	<u><u>\$1,630,715</u></u>



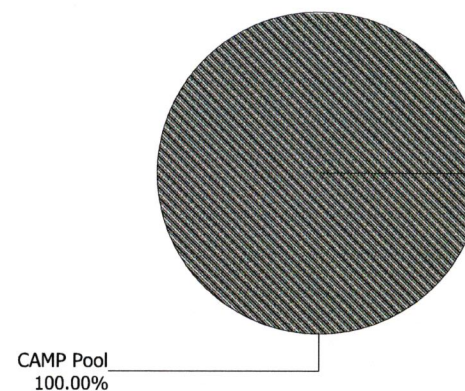
Account Statement - Transaction Summary

For the Month Ending **April 30, 2022**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,206,583.99
Purchases	4,186.66
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,210,770.65
Cash Dividends and Income	4,186.66

Asset Summary		
	April 30, 2022	March 31, 2022
CAMP Pool	10,210,770.65	10,206,583.99
Total	\$10,210,770.65	\$10,206,583.99
Asset Allocation		



Consolidated Summary Statement

Account Statement

For the Month Ending April 30, 2022

CITY OF ANTIOCH

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFMAM Managed Account	(3,884.88)	95,145,814.90
CAMP Pool	0.00	10,210,770.65
Local Agency Investment Fund	0.00	11,733,387.12
Total	(\$3,884.88)	\$117,089,972.67

Investment Allocation

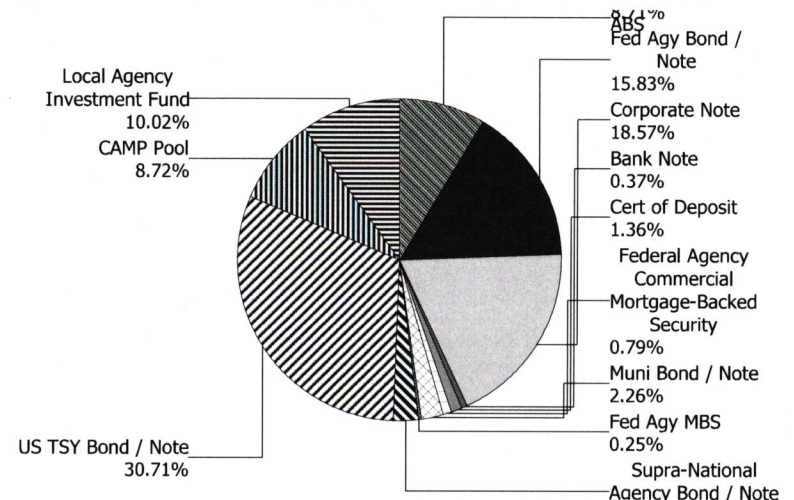
Investment Type	Closing Market Value	Percent
Asset-Backed Security	10,194,609.64	8.71
Federal Agency Bond / Note	18,539,342.92	15.83
Corporate Note	21,738,319.16	18.57
Bank Note	427,615.88	0.37
Certificate of Deposit	1,588,042.51	1.36
Federal Agency Commercial Mortgage-Backed Se	927,717.33	0.79
Municipal Bond / Note	2,640,392.10	2.26
Federal Agency Mortgage-Backed Security	298,282.78	0.25
Supra-National Agency Bond / Note	2,824,256.03	2.41
U.S. Treasury Bond / Note	35,967,236.55	30.71
CAMP Pool	10,210,770.65	8.72
Local Agency Investment Fund	11,733,387.12	10.02
Total	\$117,089,972.67	100.00%

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	22,711,824.73	19.40
31 to 60 days	30,024.61	0.03
61 to 90 days	431,278.37	0.37
91 to 180 days	0.00	0.00
181 days to 1 year	5,525,628.35	4.72
1 to 2 years	39,978,406.46	34.14
2 to 3 years	36,254,798.58	30.96
3 to 4 years	6,639,849.44	5.67
4 to 5 years	5,219,879.35	4.46
Over 5 years	298,282.78	0.25
Total	\$117,089,972.67	100.00%

Weighted Average Days to Maturity 623

Sector Allocation



Managed Account Summary Statement

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$95,763,137.35
Maturities/Calls	(681,118.95)
Principal Dispositions	(2,137,576.30)
Principal Acquisitions	2,673,536.23
Unsettled Trades	87,987.42
Change in Current Value	(560,150.85)
Closing Market Value	\$95,145,814.90

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	2,868,222.59
Coupon/Interest/Dividend Income	67,132.80
Principal Payments	681,118.95
Security Purchases	(3,413,180.63)
Net Cash Contribution	(202,491.15)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	74,205.84
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	(78,090.72)
Total Cash Basis Earnings	(\$3,884.88)

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	98,525,788.78
Ending Accrued Interest	190,607.53
Plus Proceeds from Sales	2,345,319.02
Plus Proceeds of Maturities/Calls/Principal Payments	681,118.95
Plus Coupons/Dividends Received	67,132.80
Less Cost of New Purchases	(2,963,468.18)
Less Beginning Amortized Value of Securities	(98,670,898.06)
Less Beginning Accrued Interest	(186,064.88)
Total Accrual Basis Earnings	(\$10,464.04)

Portfolio Summary and Statistics

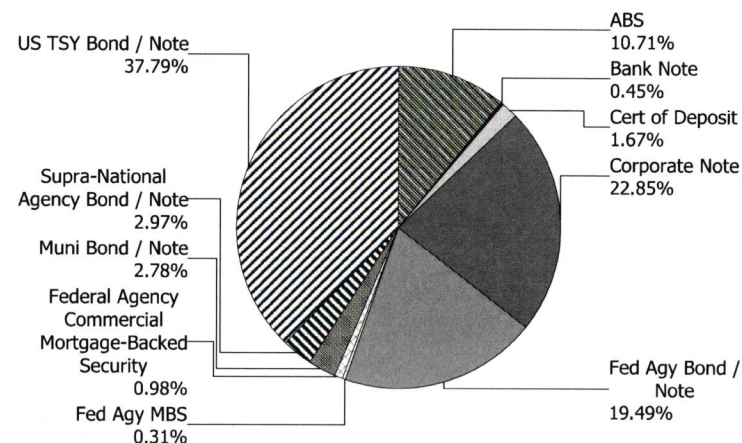
For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Account Summary

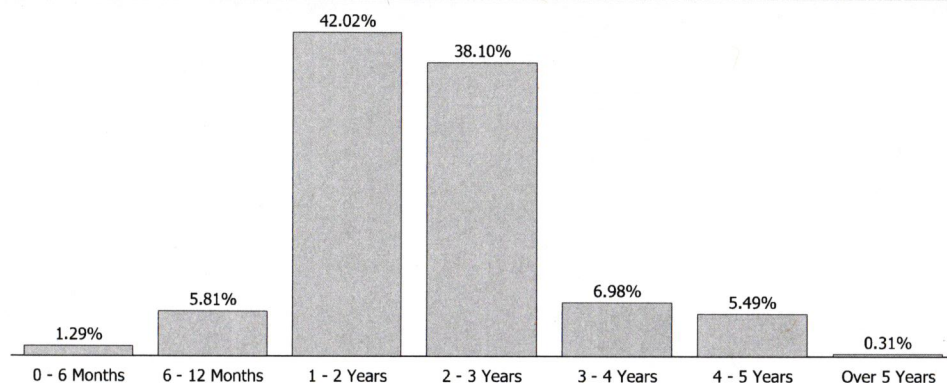
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	37,495,000.00	35,967,236.55	37.79
Supra-National Agency Bond / Note	2,925,000.00	2,824,256.03	2.97
Municipal Bond / Note	2,735,000.00	2,640,392.10	2.78
Federal Agency Mortgage-Backed Security	300,771.76	298,282.78	0.31
Federal Agency Commercial Mortgage-Backed Security	929,305.48	927,717.33	0.98
Federal Agency Bond / Note	19,000,000.00	18,539,342.92	19.49
Corporate Note	22,361,000.00	21,738,319.16	22.85
Certificate of Deposit	1,600,000.00	1,588,042.51	1.67
Bank Note	425,000.00	427,615.88	0.45
Asset-Backed Security	10,431,210.29	10,194,609.64	10.71
Managed Account Sub-Total	98,202,287.53	95,145,814.90	100.00%
Accrued Interest		190,607.53	
Total Portfolio	98,202,287.53	95,336,422.43	

Sector Allocation



Unsettled Trades **290,000.00** **288,752.89**

Maturity Distribution



Characteristics

Yield to Maturity at Cost	0.83%
Yield to Maturity at Market	2.57%
Weighted Average Days to Maturity	769

Managed Account Issuer Summary

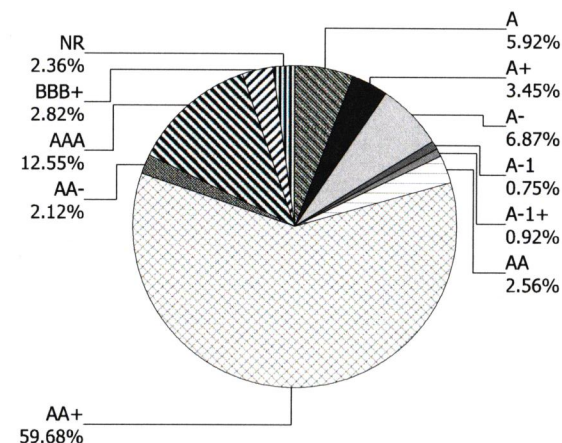
For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	322,813.73	0.34
ALLY AUTO RECEIVABLES TRUST	20,620.18	0.02
AMAZON.COM INC	962,216.70	1.01
AMERICAN EXPRESS CO	705,539.03	0.74
AMERICAN HONDA FINANCE	736,118.40	0.77
ASTRAZENECA PLC	471,311.78	0.50
BANK OF AMERICA CO	1,257,873.43	1.32
BMW FINANCIAL SERVICES NA LLC	605,626.33	0.64
BMW VEHICLE OWNER TRUST	127,502.10	0.13
BRISTOL-MYERS SQUIBB CO	384,341.02	0.40
BURLINGTON NORTHERN SANTA FE	223,216.20	0.23
CALIFORNIA DEPARTMENT OF WATER RESOURCES	433,116.00	0.46
CALIFORNIA EARTHQUAKE AUTHORITY	189,906.90	0.20
CAPITAL ONE FINANCIAL CORP	1,262,369.51	1.33
CARMAX AUTO OWNER TRUST	1,296,266.42	1.36
CATERPILLAR INC	450,844.35	0.47
CHARLES SCHWAB	287,013.60	0.30
CHEVRON CORPORATION	555,807.79	0.58
CINTAS CORPORATION NO. 2	204,363.27	0.21
CITIGROUP INC	674,728.95	0.71
COMCAST CORP	302,912.10	0.32
CREDIT SUISSE GROUP RK	713,004.88	0.75
DEERE & COMPANY	717,051.64	0.75
DISCOVER FINANCIAL SERVICES	249,168.34	0.26
DNB ASA	875,037.63	0.92
EXXON MOBIL CORP	220,927.73	0.23
FANNIE MAE	6,248,065.54	6.57
FIFTH THIRD AUTO TRUST	33,544.09	0.04
FLORIDA STATE BOARD OF ADMIN FIN CORP	219,769.65	0.23
FORD CREDIT AUTO OWNER TRUST	304,224.68	0.32
FREDDIE MAC	13,517,277.49	14.21
GENERAL DYNAMICS CORP	653,203.53	0.69

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	686,657.30	0.72
GM FINANCIAL LEASINGTRUST	512,488.27	0.54
GOLDMAN SACHS GROUP INC	738,776.38	0.78
HARLEY-DAVIDSON MOTORCYCLE TRUST	614,613.60	0.65
HERSHEY COMPANY	232,660.00	0.24
HOME DEPOT INC	79,187.52	0.08
HONDA AUTO RECEIVABLES	325,036.71	0.34
HONEYWELL INTERNATIONAL	331,864.40	0.35
HORMEL FOODS CORP	333,768.75	0.35
HYUNDAI AUTO RECEIVABLES	912,264.32	0.96
IBM CORP	453,615.30	0.48
INTER-AMERICAN DEVELOPMENT BANK	1,526,877.15	1.60
INTL BANK OF RECONSTRUCTION AND DEV	1,297,378.88	1.36
JP MORGAN CHASE & CO	1,315,495.84	1.38
KUBOTA CREDIT OWNER TRUST	1,023,340.80	1.08
LOCKHEED MARTIN CORP	340,152.66	0.36
LOS ANGELES COMMUNITY COLLEGE DISTRICT	228,810.10	0.24
MERCEDES-BENZ AUTO LEASE TRUST	116,855.57	0.12
MERCEDES-BENZ AUTO RECEIVABLES	229,088.36	0.24
MERCK & CO INC	222,099.98	0.23
MORGAN STANLEY	562,940.24	0.59
NATIONAL RURAL UTILITIES CO FINANCE CORP	409,137.90	0.43
NESTLE SA	513,271.74	0.54
NEW JERSEY TURNPIKE AUTHORITY	182,802.75	0.19
NEW YORK ST URBAN DEVELOPMENT CORP	823,304.20	0.87
NISSAN AUTO RECEIVABLES	95,041.66	0.10
PACCAR FINANCIAL CORP	817,733.20	0.86
PNC FINANCIAL SERVICES GROUP	427,615.88	0.45
PRAXAIR INC	319,134.73	0.34
RABOBANK NEDERLAND	473,098.00	0.50
Roche Holding AG	1,253,007.04	1.32
STATE OF CONNECTICUT	99,320.00	0.10
STATE OF MARYLAND	463,362.50	0.49

Managed Account Issuer Summary

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
STATE STREET CORPORATION	713,019.56	0.75
TARGET CORP	354,030.60	0.37
THE BANK OF NEW YORK MELLON CORPORATION	949,343.28	1.00
Toyota Lease Owner Trust	244,739.43	0.26
TOYOTA MOTOR CORP	1,252,138.01	1.32
TRUIST FIN CORP	475,208.05	0.50
UNILEVER PLC	260,066.13	0.27
UNITED STATES TREASURY	35,967,236.55	37.80
UNITEDHEALTH GROUP INC	309,930.08	0.33
VERIZON OWNER TRUST	900,639.00	0.95
WORLD OMNI AUTO REC TRUST	532,879.49	0.56
Total	\$95,145,814.90	100.00%

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	300,000.00	AA+	Aaa	03/02/20	03/04/20	305,214.85	0.78	854.63	301,402.88	298,781.25
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	464,000.00	AA+	Aaa	05/26/21	05/28/21	475,001.88	0.16	1,441.99	470,318.46	457,547.52
US TREASURY NOTES DTD 09/30/2021 0.250% 09/30/2023	91282CDA6	2,500,000.00	AA+	Aaa	10/01/21	10/06/21	2,498,632.81	0.28	529.37	2,499,023.71	2,422,656.25
US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	3,350,000.00	AA+	Aaa	11/01/21	11/03/21	3,340,316.41	0.52	34.14	3,342,700.68	3,243,742.02
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	AA+	Aaa	12/01/20	12/03/20	4,153,890.63	0.22	4,786.26	4,152,033.82	4,006,046.88
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	2,965,000.00	AA+	Aaa	02/02/21	02/03/21	2,960,251.37	0.18	1,085.26	2,962,245.52	2,841,303.76
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	246.03	948,387.03	907,992.14
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	569.75	2,194,209.38	2,102,718.64
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	40.76	774,248.46	739,570.35
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	246,000.00	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	231.47	244,977.85	233,238.75
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,750,000.00	AA+	Aaa	07/01/21	07/07/21	2,732,167.97	0.47	2,587.57	2,737,115.78	2,607,343.75
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	520,000.00	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	570.99	519,954.14	493,350.00
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	900,000.00	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	988.26	899,284.98	853,875.00
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	4,350,000.00	AA+	Aaa	08/04/21	08/06/21	4,355,097.66	0.33	4,776.59	4,353,825.62	4,127,062.50

Managed Account Detail of Securities Held

For the Month Ending April 30, 2022

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,100,000.00	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	854.63	1,099,064.98	1,040,875.00
US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	2,000,000.00	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	957.88	1,993,439.53	1,887,500.00
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	122.28	3,078,608.53	2,902,500.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	5,010.99	821,762.68	773,000.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	10,961.54	1,798,195.51	1,690,937.50
US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	3,763.74	999,372.75	953,125.00
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	4,776.59	1,439,795.22	1,384,070.24
Security Type Sub-Total		37,495,000.00					37,691,629.69	0.42	45,190.72	37,629,967.51	35,967,236.55
Supra-National Agency Bond / Note											
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	665,000.00	AAA	Aaa	04/13/21	04/20/21	663,623.45	0.23	25.40	664,332.47	651,359.52
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	1,450.07	664,922.02	652,359.02
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	730.49	669,247.52	646,019.36
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	925,000.00	AAA	Aaa	09/15/21	09/23/21	924,315.50	0.52	488.19	924,452.90	874,518.13
Security Type Sub-Total		2,925,000.00					2,921,272.35	0.41	2,694.15	2,922,954.91	2,824,256.03
Municipal Bond / Note											

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	190,000.00	NR	NR	11/13/20	11/24/20	190,000.00	1.33	840.43	190,000.00	189,906.90
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	215,000.00	AA+	NR	12/16/20	12/23/20	215,000.00	0.48	131.87	215,000.00	211,585.80
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A+	Aa3	05/29/20	06/11/20	100,597.00	1.80	666.67	100,228.09	99,320.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	AA+	Aaa	10/30/20	11/10/20	235,000.00	0.44	260.85	235,000.00	228,810.10
MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	AAA	Aaa	07/23/20	08/05/20	475,000.00	0.41	486.88	475,000.00	463,362.50
CA ST DEPT WTR RES WTR SYS TXBL REV BND DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	776.25	450,000.00	433,116.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	507.02	640,000.00	611,718.40
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	583.05	195,000.00	182,802.75
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	985.43	235,000.00	219,769.65
Security Type Sub-Total		2,735,000.00					2,735,597.00	0.69	5,238.45	2,735,228.09	2,640,392.10
Federal Agency Mortgage-Backed Security											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	300,771.76	AA+	Aaa	08/03/21	08/17/21	320,509.91	2.35	751.93	319,306.14	298,282.78
Security Type Sub-Total		300,771.76					320,509.91	2.35	751.93	319,306.14	298,282.78
Federal Agency Commercial Mortgage-Backed Security											

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	30,053.22	AA+	Aaa	03/13/19	03/18/19	30,015.83	2.76	68.02	30,052.23	30,024.61
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	241,693.23	AA+	Aaa	06/12/19	06/17/19	242,580.71	2.23	474.32	241,742.00	241,371.47
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	365,856.27	AA+	Aaa	08/13/19	08/16/19	371,915.77	1.98	765.25	366,806.78	365,118.42
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	102,698.37	AA+	Aaa	09/11/19	09/16/19	103,338.29	2.08	195.13	102,815.22	102,606.05
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	136,042.00	AA+	Aaa	09/04/19	09/09/19	137,824.28	1.86	258.48	136,365.50	135,919.71
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,899.32	AA+	Aaa	12/07/18	12/17/18	10,899.29	3.20	29.09	10,899.31	10,906.56
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	42,063.07	AA+	Aaa	11/20/19	11/26/19	42,062.05	2.09	73.33	42,062.59	41,770.51
Security Type Sub-Total		929,305.48					938,636.22	2.08	1,863.62	930,743.63	927,717.33
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	252.08	2,198,221.92	2,163,900.20
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	950,000.00	AA+	Aaa	06/03/20	06/04/20	950,760.00	0.35	1,741.67	950,263.32	933,561.20
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	3,034.16	1,654,765.33	1,626,361.88
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	925,000.00	AA+	Aaa	06/03/20	06/04/20	922,003.00	0.36	1,021.36	923,930.83	906,199.38
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	1,932.29	1,748,143.15	1,714,431.25
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	1,620,000.00	AA+	Aaa	06/24/20	06/26/20	1,615,269.60	0.35	1,406.25	1,618,181.28	1,582,364.16

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,375,000.00	AA+	Aaa	10/07/20	10/08/20	1,374,505.00	0.26	1,059.90	1,374,785.75	1,340,571.37
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	1,383.64	1,793,466.87	1,750,055.00
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	325.69	699,532.74	680,082.90
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	593.23	1,274,431.48	1,238,722.43
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	270.52	735,060.45	713,191.82
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	428.79	1,164,826.84	1,130,433.28
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	478.47	1,299,806.65	1,261,427.70
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	1,587.40	1,554,181.77	1,498,040.35
Security Type Sub-Total		19,000,000.00					18,972,645.57	0.33	15,515.45	18,989,598.38	18,539,342.92
Corporate Note											
LOCKHEED MARTIN CORP NOTES (CALLED, OMD 3 DTD 02/20/2015 2.900% 05/11/2022	539830BE8	141,000.00	A-	A3	03/08/22	03/10/22	143,497.11	-7.42	681.50	141,402.76	141,063.31
LOCKHEED MARTIN CORP NOTES (CALLED, OMD 3 DTD 02/20/2015 2.900% 05/11/2022	539830BE8	199,000.00	A-	A3	03/09/22	03/11/22	202,373.05	-7.14	961.83	199,552.96	199,089.35
CHEVRON CORP (CALLED, OMD 6/24/23) DTD 06/24/2013 3.191% 05/11/2022	166764AH3	425,000.00	AA-	Aa2	02/25/20	02/27/20	446,560.25	0.86	4,784.28	425,268.16	427,514.30
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	AA-	Aa2	05/07/20	05/11/20	130,000.00	1.14	700.45	130,000.00	128,293.49

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	A-	A3	05/11/20	05/13/20	347,642.75	1.02	5,057.81	332,406.11	327,598.38
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RQ82	75,000.00	A+	A1	06/01/20	06/08/20	74,895.75	0.85	238.33	74,961.63	73,596.38
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	150,000.00	A+	A1	05/20/20	05/26/20	149,944.50	1.36	371.25	149,977.49	147,571.80
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	275,000.00	BBB+	A2	11/16/20	11/19/20	275,000.00	0.63	785.49	275,000.00	270,878.58
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	A	A2	03/01/21	03/04/21	379,730.20	0.48	494.00	379,838.99	365,295.52
IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	150,000.00	A-	A3	11/16/21	11/18/21	158,691.00	0.99	1,193.23	156,944.28	151,205.10
IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	300,000.00	A-	A3	10/02/20	10/06/20	329,799.00	0.62	2,386.46	315,873.32	302,410.20
GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	1,450.00	238,644.03	226,932.30
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	A	A2	03/16/21	03/18/21	299,850.00	0.77	268.75	299,905.98	287,013.60
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	493.33	313,970.85	302,912.10
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	225,000.00	AA	A1	05/10/21	05/12/21	224,671.50	0.50	475.31	224,777.60	214,492.95

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Corporate Note											
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	386.87	50,492.38	49,260.30
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	2,321.24	300,000.00	295,561.80
UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	A+	A3	05/17/21	05/19/21	324,662.00	0.59	824.24	324,769.40	309,930.08
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	A	A2	05/10/21	05/17/21	474,363.50	0.50	973.75	474,566.18	450,844.35
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	A-	A3	05/25/21	05/28/21	494,955.45	0.70	1,472.63	494,969.19	471,311.78
HORMEL FOODS CORP NOTES (CALLABLE) DTD 06/03/2021 0.650% 06/03/2024	440452AG5	350,000.00	A	A1	03/10/22	03/14/22	338,915.50	2.12	935.28	339,570.74	333,768.75
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVO9	130,000.00	A	A2	06/07/21	06/10/21	129,837.50	0.49	234.00	129,885.82	123,495.45
TARGET CORP CORPORATE NOTES DTD 06/26/2014 3.500% 07/01/2024	87612EBD7	350,000.00	A	A2	11/23/21	11/29/21	371,924.00	1.04	4,083.33	368,374.40	354,030.60
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	1,051.87	104,979.31	100,207.40
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	2,366.70	236,739.07	225,466.65
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	1,193.83	163,475.71	156,455.52

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Corporate Note											
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	2,527.78	411,923.28	392,110.00
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	A+	A1	08/03/21	08/09/21	264,856.90	0.52	301.81	264,891.50	250,103.82
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	275,000.00	A-	A3	09/07/21	09/09/21	274,818.50	0.77	469.79	274,858.38	260,099.40
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	100,000.00	A+	A1	02/22/22	02/24/22	96,599.00	2.05	137.37	96,848.41	94,569.50
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	A+	A1	08/09/21	08/12/21	175,000.00	0.63	240.40	175,000.00	165,496.63
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	337.40	204,985.96	194,468.95
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	232.69	250,000.00	240,965.50
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/13/2021 0.625% 09/13/2024	89236TJN6	250,000.00	A+	A1	09/08/21	09/13/21	249,882.50	0.64	208.33	249,907.16	235,794.75
NESTLE HOLDINGS INC CORP NOTES (CALLABLE DTD 09/14/2021 0.606% 09/14/2024	641062AU8	545,000.00	AA-	Aa3	09/07/21	09/14/21	545,000.00	0.61	431.19	545,000.00	513,271.74
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	74.81	475,000.00	455,253.78

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Corporate Note											
COOPERATIVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	2,081.60	496,395.01	473,098.00
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	500,000.00	A-	A3	01/11/22	01/13/22	499,605.00	1.53	2,250.00	499,643.92	476,019.00
LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	A	A2	03/04/22	03/08/22	329,735.25	2.13	2,057.43	329,472.45	319,134.73
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	546.88	123,918.00	119,392.75
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	940.62	214,994.04	205,355.53
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	A+	A1	03/09/21	03/11/21	240,104.25	1.00	1,392.19	235,415.17	222,099.98
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	A+	A1	09/23/21	09/27/21	359,698.50	0.96	1,365.00	358,002.24	334,724.95
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A2	02/09/21	02/16/21	295,000.00	0.56	346.01	295,000.00	279,321.64
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CO0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	427.50	119,885.21	115,727.64
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025	025816CO0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	730.31	204,652.47	197,701.39

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Corporate Note											
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	931.22	234,825.84	220,927.73
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	60,000.00	A	A2	03/02/22	03/07/22	59,974.20	2.14	191.25	59,975.49	58,279.32
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	175,000.00	A	A2	03/03/22	03/07/22	175,350.00	2.06	557.81	175,332.44	169,981.35
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	1,295,000.00	AA	Aa3	03/03/22	03/10/22	1,295,000.00	2.13	3,911.33	1,295,000.00	1,253,007.04
ABBOTT LABORATORIES CORP NOTE (CALLABLE) DTD 03/10/2015 2.950% 03/15/2025	002824BB5	325,000.00	AA-	A1	03/10/22	03/14/22	330,018.00	2.41	1,225.07	329,778.81	322,813.73
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	562.50	237,011.84	223,216.20
BMW US CAPITAL LLC CORP NOTES (CALLABLE) DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	650.00	239,780.58	237,934.08
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	950.00	499,872.85	494,033.00
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	750,000.00	AA	A1	04/11/22	04/13/22	748,807.50	3.06	1,125.00	748,827.08	747,723.75
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	80,000.00	A	A2	03/24/22	03/28/22	79,860.00	2.76	198.00	79,864.27	79,187.52

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Corporate Note											
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	70.00	228,830.76	213,320.03
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	77.78	244,231.75	237,022.25
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	500,000.00	A	A1	04/19/22	04/26/22	499,930.00	3.36	232.64	499,930.32	499,001.00
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	0.00	204,954.90	204,363.27
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	1,716.75	350,689.32	329,906.85
GENERAL DYNAMICS CORP (CALLABLE) CORP NO DTD 05/11/2018 3.500% 05/15/2025	369550BG2	325,000.00	A-	A3	03/02/22	03/04/22	336,576.50	2.34	5,245.14	335,969.96	325,605.15
HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	937.50	240,580.76	232,660.00
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	A	A2	02/24/22	02/28/22	340,658.50	2.20	1,968.75	341,145.61	331,864.40
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A2	05/24/21	06/01/21	595,000.00	0.82	2,042.83	595,000.00	559,734.95
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	7,127.64	497,687.38	475,208.05
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	NR	NR	04/27/22	05/04/22	84,977.05	3.46	0.00	84,977.05	84,389.62

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Corporate Note											
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A2	03/10/22	03/14/22	489,834.25	2.91	5,454.58	489,203.01	476,439.25
BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	A-	A2	03/10/22	03/14/22	490,665.50	2.84	4,601.56	490,057.13	476,945.60
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	A+	A2	02/22/22	02/24/22	236,870.00	2.23	875.00	237,508.13	227,885.50
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	916.65	225,000.00	214,421.63
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	BBB+	A1	02/16/22	02/18/22	585,000.00	2.63	3,119.84	585,000.00	562,940.24
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	1,274.02	519,649.60	498,597.93
Security Type Sub-Total		22,361,000.00					22,666,003.40	1.48	99,247.73	22,542,824.44	21,738,319.16
Certificate of Deposit											
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	A-1+	P-1	12/04/19	12/06/19	875,000.00	2.03	7,437.50	875,000.00	875,037.63
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	A-1	P-1	03/19/21	03/23/21	725,000.00	0.59	534.69	725,000.00	713,004.88
Security Type Sub-Total		1,600,000.00					1,600,000.00	1.38	7,972.19	1,600,000.00	1,588,042.51
Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	A	A2	03/06/20	03/10/20	454,818.00	1.28	5,908.68	425,000.00	427,615.88
Security Type Sub-Total		425,000.00					454,818.00	1.28	5,908.68	425,000.00	427,615.88

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CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	8,308.35	AAA	NR	02/19/19	02/27/19	8,308.13	2.83	8.49	8,308.30	8,314.89
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	16,052.51	AAA	NR	04/03/19	04/10/19	16,050.39	2.66	18.98	16,051.94	16,055.74
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	27,223.03	AAA	Aaa	12/04/18	12/12/18	27,217.81	3.22	38.96	27,221.73	27,237.87
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	56,924.96	AAA	Aaa	08/20/19	08/27/19	56,924.48	1.78	45.03	56,924.80	56,950.31
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	159,380.80	AAA	Aaa	09/22/20	09/29/20	159,365.53	0.45	21.91	159,373.90	158,816.35
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	20,599.92	NR	Aaa	02/05/19	02/13/19	20,597.43	2.91	26.64	20,599.17	20,620.18
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	21,988.49	AAA	NR	10/17/18	10/24/18	21,988.28	3.36	32.84	21,988.43	22,006.46
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	57,889.83	NR	Aaa	03/19/19	03/22/19	57,880.09	2.78	71.53	57,886.84	57,909.47
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	67,746.10	NR	Aaa	02/05/19	02/13/19	67,735.84	2.90	87.32	67,742.90	67,803.79
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	35,770.33	AAA	Aaa	05/21/19	05/30/19	35,763.09	2.51	39.90	35,767.83	35,812.94
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	117,531.45	AAA	NR	09/15/20	09/23/20	117,525.49	0.40	20.89	117,528.53	116,855.57
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	14,381.68	NR	Aaa	01/08/19	01/16/19	14,380.09	2.97	17.80	14,381.17	14,389.30
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	33,521.19	AAA	Aaa	04/30/19	05/08/19	33,513.81	2.65	39.33	33,518.59	33,544.09
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	AAA	Aaa	03/02/21	03/10/21	174,994.45	0.29	8.46	174,996.65	173,223.30

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	35,000.30	NR	Aaa	06/19/19	06/26/19	34,997.58	2.34	36.40	34,999.25	35,005.41
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	54,213.79	AAA	Aaa	04/09/19	04/17/19	54,209.38	2.65	59.86	54,212.15	54,283.79
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	70,282.66	AAA	NR	04/09/19	04/17/19	70,275.48	2.68	83.71	70,279.92	70,293.02
TLTOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	AAA	Aaa	04/13/21	04/21/21	249,970.83	0.39	29.79	249,980.80	244,739.43
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	258,349.22	AAA	NR	10/01/19	10/08/19	258,329.30	1.94	153.14	258,340.55	258,474.24
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	AAA	NR	05/18/21	05/26/21	359,943.48	0.35	37.40	359,961.11	353,671.92
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	150,049.35	AAA	Aaa	01/21/20	01/29/20	150,031.78	1.85	84.82	150,040.62	149,899.26
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	81,163.56	AAA	Aaa	01/21/20	01/29/20	81,145.86	1.87	67.46	81,154.32	81,158.95
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	252,286.23	AAA	Aaa	07/21/20	07/27/20	252,266.81	0.44	49.34	252,274.91	249,717.60
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	128,580.78	AAA	NR	07/08/20	07/15/20	128,571.07	0.48	10.29	128,575.14	127,502.10
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	168,414.43	AAA	NR	01/14/20	01/22/20	168,381.38	1.89	141.47	168,396.70	167,841.65
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	234,157.97	AAA	NR	07/14/20	07/22/20	234,114.13	0.48	49.95	234,131.80	232,131.45
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	231,137.86	AAA	NR	06/16/20	06/23/20	231,119.81	0.55	56.50	231,126.99	229,088.36
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	71.81	499,934.83	492,265.50

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	220,255.50	AAA	NR	06/16/20	06/24/20	220,238.23	0.63	61.67	220,244.77	217,660.85
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,967.39	200,512.47
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	AAA	NR	04/20/21	04/28/21	199,978.96	0.38	33.78	199,983.80	194,383.14
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	NR	Aaa	07/20/21	07/28/21	349,986.81	0.56	87.11	349,989.13	330,767.89
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	NR	Aaa	11/16/21	11/24/21	269,943.08	0.89	66.00	269,949.00	259,771.51
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	AAA	NR	04/13/21	04/21/21	224,951.51	0.52	52.00	224,961.82	216,021.49
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	AAA	NR	11/09/21	11/17/21	209,953.13	0.75	69.07	209,957.85	200,869.83
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	AAA	NR	01/19/22	01/24/22	254,969.71	1.29	146.20	254,971.54	246,315.21
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	AAA	Aaa	07/21/21	07/28/21	444,926.80	0.55	108.78	444,938.17	429,761.69
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	AAA	Aaa	09/20/21	09/27/21	264,943.26	0.58	68.31	264,950.02	249,168.34
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	AAA	Aaa	10/19/21	10/27/21	269,994.90	0.77	92.40	269,995.43	258,542.82
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	AAA	Aaa	04/07/22	04/13/22	284,993.33	2.93	417.52	284,993.40	284,328.91
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	AAA	Aaa	10/13/21	10/21/21	174,995.54	0.68	49.58	174,996.02	167,369.04
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	AAA	NR	03/09/22	03/16/22	274,989.41	2.22	271.33	274,989.70	268,824.16

Managed Account Detail of Securities Held

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	AAA	NR	10/26/21	11/03/21	329,955.05	0.81	118.80	329,959.50	315,218.64
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	NR	Aaa	03/15/22	03/23/22	504,927.79	2.67	599.27	504,929.48	492,060.44
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	AAA	NR	01/11/22	01/19/22	214,981.32	1.26	112.88	214,982.40	205,959.25
COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/16/2026	14041NFY2	500,000.00	AAA	NR	11/18/21	11/30/21	499,931.10	1.04	231.11	499,936.88	472,994.25
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	AAA	Aaa	04/12/22	04/20/22	504,915.92	3.06	472.18	504,916.44	498,449.24
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	AAA	Aaa	04/05/22	04/13/22	244,948.80	3.10	379.75	244,949.32	244,655.92
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	AAA	Aaa	04/21/22	04/28/22	389,940.68	3.49	113.43	389,940.78	390,342.11
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	AAA	NR	03/23/22	03/30/22	499,962.30	2.80	1,205.55	499,962.97	495,019.50
Security Type Sub-Total		10,431,210.29					10,429,881.46	1.42	6,224.61	10,430,165.68	10,194,609.64
Managed Account Sub-Total		98,202,287.53					98,730,993.60	0.80	190,607.53	98,525,788.78	95,145,814.90
Securities Sub-Total		\$98,202,287.53					\$98,730,993.60	0.83%	\$190,607.53	\$98,525,788.78	\$95,145,814.90
Accrued Interest											\$190,607.53
Total Investments											\$95,336,422.43

Bolded items are forward settling trades.

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
BUY										
03/28/22	04/01/22	BMW US CAPITAL LLC CORP NOTES (CALLABLE) DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	(239,774.40)	0.00	(239,774.40)			
03/31/22	04/07/22	PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	(499,870.00)	0.00	(499,870.00)			
04/05/22	04/13/22	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	(244,948.80)	0.00	(244,948.80)			
04/07/22	04/13/22	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	(284,993.33)	0.00	(284,993.33)			
04/11/22	04/13/22	AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	750,000.00	(748,807.50)	0.00	(748,807.50)			
04/12/22	04/20/22	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	(504,915.92)	0.00	(504,915.92)			
04/19/22	04/26/22	BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	500,000.00	(499,930.00)	0.00	(499,930.00)			
04/21/22	04/28/22	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	(389,940.68)	0.00	(389,940.68)			
04/26/22	05/03/22	CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	(204,954.90)	0.00	(204,954.90)			
04/27/22	05/04/22	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	(84,977.05)	0.00	(84,977.05)			
Transaction Type Sub-Total				3,705,000.00	(3,703,112.58)	0.00	(3,703,112.58)			
INTEREST										
03/01/22	04/14/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	04/01/22	04/01/22	BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	0.00	3,375.00	3,375.00			
	04/01/22	04/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,927.77	0.00	29.17	29.17			
	04/01/22	04/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	161,917.54	0.00	364.37	364.37			
	04/01/22	04/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	299,421.23	0.00	587.61	587.61			
	04/01/22	04/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	374,556.24	0.00	783.45	783.45			
	04/01/22	04/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	307,806.55	0.00	769.52	769.52			
	04/01/22	04/25/22	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	42,228.93	0.00	73.62	73.62			
	04/01/22	04/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	267,330.48	0.00	544.65	544.65			
	04/15/22	04/15/22	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	46,076.68	0.00	101.37	101.37			
	04/15/22	04/15/22	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	58,133.79	0.00	155.99	155.99			
	04/15/22	04/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	0.00	41.67	41.67			
	04/15/22	04/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	88,066.41	0.00	212.83	212.83			
	04/15/22	04/15/22	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	67,694.92	0.00	100.41	100.41			
	04/15/22	04/15/22	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	85,396.04	0.00	197.83	197.83			
	04/15/22	04/15/22	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	0.00	173.25	173.25			
	04/15/22	04/15/22	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	0.00	222.75	222.75			

Managed Account Security Transactions & Interest

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Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale
Trade	Settle							Cost	Amort Cost	Method
INTEREST										
04/15/22	04/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	236,740.35	0.00	124.29	124.29			
04/15/22	04/15/22	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50			
04/15/22	04/15/22	COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	0.00	5,550.00	5,550.00			
04/15/22	04/15/22	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	491.79	491.79			
04/15/22	04/15/22	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/16/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
04/15/22	04/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	30,858.53	0.00	74.83	74.83			
04/15/22	04/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	0.00	63.33	63.33			
04/15/22	04/15/22	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	0.00	823.99	823.99			
04/15/22	04/15/22	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	30,658.45	0.00	67.96	67.96			
04/15/22	04/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	256,869.32	0.00	102.75	102.75			
04/15/22	04/15/22	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	275,083.05	0.00	100.86	100.86			
04/15/22	04/15/22	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	6,335.78	0.00	16.79	16.79			
04/15/22	04/15/22	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	0.00	129.50	129.50			
04/15/22	04/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	45,771.76	0.00	95.74	95.74			
04/15/22	04/15/22	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
04/15/22	04/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	252,434.65	0.00	115.70	115.70			

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Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	04/15/22	04/15/22	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	0.00	163.33	163.33			
	04/15/22	04/15/22	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	53,206.76	0.00	103.75	103.75			
	04/15/22	04/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	0.00	97.50	97.50			
	04/15/22	04/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	183,207.79	0.00	288.55	288.55			
	04/15/22	04/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	82,524.65	0.00	184.31	184.31			
	04/15/22	04/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	92,741.61	0.00	144.52	144.52			
	04/15/22	04/15/22	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	0.00	203.96	203.96			
	04/15/22	04/15/22	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13			
	04/15/22	04/15/22	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	34,036.51	0.00	95.30	95.30			
	04/16/22	04/16/22	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	0.00	99.17	99.17			
	04/16/22	04/16/22	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	29,172.89	0.00	72.20	72.20			
	04/16/22	04/16/22	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	0.00	225.75	225.75			
	04/16/22	04/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	71,349.63	0.00	157.56	157.56			
	04/18/22	04/18/22	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	13,078.56	0.00	30.84	30.84			
	04/20/22	04/20/22	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	0.00	102.00	102.00			
	04/20/22	04/20/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	2,200,000.00	0.00	4,125.00	4,125.00			
	04/20/22	04/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	299,839.89	0.00	484.74	484.74			

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
INTEREST										
04/20/22	04/20/22	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			
04/20/22	04/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	190,590.61	0.00	71.47	71.47			
04/20/22	04/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	172,332.93	0.00	265.68	265.68			
04/20/22	04/20/22	INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	0.00	0.00	418.95	418.95			
04/20/22	04/20/22	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	0.00	81.25	81.25			
04/21/22	04/21/22	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	0.00	198.00	198.00			
04/24/22	04/24/22	BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	475,000.00	0.00	3,800.00	3,800.00			
04/24/22	04/24/22	BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	0.00	1,923.75	1,923.75			
04/25/22	04/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	0.00	42.29	42.29			
04/25/22	04/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	141,016.18	0.00	56.41	56.41			
04/30/22	04/30/22	US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	3,350,000.00	0.00	6,281.25	6,281.25	in BOW 4/2022		
04/30/22	04/30/22	US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	0.00	22,500.00	22,500.00			
04/30/22	04/30/22	US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	0.00	7,500.00	7,500.00			
Transaction Type Sub-Total				21,567,406.48	0.00	67,132.80	67,132.80			
PAYDOWNS										
04/01/22	04/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	929.09	929.09	0.00	929.09	1.16	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
PAYDOWNS										
04/01/22	04/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	7,034.79	7,034.79	0.00	7,034.79	(461.66)	0.00	
04/01/22	04/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	8,699.97	8,699.97	0.00	8,699.97	(144.09)	0.00	
04/01/22	04/25/22	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	165.86	165.86	0.00	165.86	0.00	0.00	
04/01/22	04/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	28.45	28.45	0.00	28.45	0.00	0.00	
04/01/22	04/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	130,935.23	130,935.23	0.00	130,935.23	162.90	0.00	
04/01/22	04/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	12,298.54	12,298.54	0.00	12,298.54	(76.63)	0.00	
04/01/22	04/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	57,728.00	57,728.00	0.00	57,728.00	(211.97)	0.00	
04/01/22	04/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	16,291.57	16,291.57	0.00	16,291.57	(213.44)	0.00	
04/15/22	04/15/22	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	30,910.76	30,910.76	0.00	30,910.76	5.92	0.00	
04/15/22	04/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	20,320.31	20,320.31	0.00	20,320.31	3.08	0.00	
04/15/22	04/15/22	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	6,335.78	6,335.78	0.00	6,335.78	1.37	0.00	
04/15/22	04/15/22	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	10,769.96	10,769.96	0.00	10,769.96	0.09	0.00	
04/15/22	04/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	22,711.35	22,711.35	0.00	22,711.35	4.25	0.00	
04/15/22	04/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	10,258.61	10,258.61	0.00	10,258.61	1.24	0.00	
04/15/22	04/15/22	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	27,506.21	27,506.21	0.00	27,506.21	4.63	0.00	
04/15/22	04/15/22	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	18,206.46	18,206.46	0.00	18,206.46	1.41	0.00	
04/15/22	04/15/22	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	22,796.82	22,796.82	0.00	22,796.82	1.76	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
04/15/22	04/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	21,296.79	21,296.79	0.00	21,296.79	1.66	0.00	
04/15/22	04/15/22	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	12,555.49	12,555.49	0.00	12,555.49	2.76	0.00	
04/15/22	04/15/22	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	14,605.94	14,605.94	0.00	14,605.94	1.92	0.00	
04/15/22	04/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	10,001.43	10,001.43	0.00	10,001.43	2.03	0.00	
04/15/22	04/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	7,468.55	7,468.55	0.00	7,468.55	0.38	0.00	
04/15/22	04/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	11,578.05	11,578.05	0.00	11,578.05	2.53	0.00	
04/15/22	04/15/22	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	12,048.02	12,048.02	0.00	12,048.02	0.11	0.00	
04/15/22	04/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	14,793.36	14,793.36	0.00	14,793.36	2.90	0.00	
04/15/22	04/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	16,484.85	16,484.85	0.00	16,484.85	1.29	0.00	
04/15/22	04/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	12,241.99	12,241.99	0.00	12,241.99	1.25	0.00	
04/16/22	04/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	17,135.84	17,135.84	0.00	17,135.84	1.39	0.00	
04/16/22	04/16/22	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	14,791.21	14,791.21	0.00	14,791.21	1.64	0.00	
04/18/22	04/18/22	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	4,770.21	4,770.21	0.00	4,770.21	0.13	0.00	
04/20/22	04/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	41,490.67	41,490.67	0.00	41,490.67	3.20	0.00	
04/20/22	04/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	31,209.81	31,209.81	0.00	31,209.81	2.99	0.00	
04/20/22	04/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	22,283.58	22,283.58	0.00	22,283.58	2.61	0.00	
04/25/22	04/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	12,435.40	12,435.40	0.00	12,435.40	0.94	0.00	

Managed Account Security Transactions & Interest

For the Month Ending April 30, 2022

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Transaction Type Sub-Total					681,118.95	681,118.95	0.00	681,118.95	(890.25)	0.00	
SELL											
03/28/22	04/01/22		US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	225,000.00	224,569.34	384.58	224,953.92	(4,341.79)	(1,591.66)	FIFO
03/31/22	04/07/22		US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	500,000.00	499,003.91	968.58	499,972.49	(9,687.50)	(3,527.73)	FIFO
04/06/22	04/13/22		US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	250,000.00	249,267.58	541.26	249,808.84	(5,078.12)	(1,974.05)	FIFO
04/07/22	04/11/22		ALPHABET INC CORP NOTES DTD 04/27/2016 3.375% 02/25/2024	02079KAB3	275,000.00	280,153.50	1,185.94	281,339.44	(10,450.00)	(7,961.10)	FIFO
04/11/22	04/13/22		AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	475,000.00	465,618.75	686.11	466,304.86	(8,716.25)	(9,128.61)	FIFO
04/11/22	04/13/22		ALPHABET INC CORP NOTES DTD 04/27/2016 3.375% 02/25/2024	02079KAB3	200,000.00	203,322.00	900.00	204,222.00	(8,026.00)	(6,188.04)	FIFO
04/12/22	04/20/22		US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	100,000.00	99,761.72	243.09	100,004.81	(1,976.56)	(723.64)	FIFO
04/20/22	04/25/22		APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	276,108.00	956.67	277,064.67	(3,130.40)	(3,627.00)	FIFO
04/20/22	04/25/22		AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	215,000.00	205,572.25	438.06	206,010.31	(9,113.85)	(9,213.52)	FIFO
04/21/22	04/26/22		AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	375,000.00	357,772.50	768.75	358,541.25	(16,680.00)	(16,854.34)	FIFO
04/26/22	05/03/22		US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	210,000.00	201,944.53	78.31	202,022.84	(7,719.14)	(7,861.05)	FIFO
								in BOW 5/3/2022			
Transaction Type Sub-Total					3,105,000.00	3,063,094.08	7,151.35	3,070,245.43	(84,919.61)	(68,650.74)	
Managed Account Sub-Total						41,100.45	74,284.15	115,384.60	(85,809.86)	(68,650.74)	
Total Security Transactions						\$41,100.45	\$74,284.15	\$115,384.60	(\$85,809.86)	(\$68,650.74)	

Bolded items are forward settling trades.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

SUBJECT: Approval of Treasurer's Report for May of 2022

RECOMMENDED ACTION

It is recommended that the City Council receive and file the May 2022 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

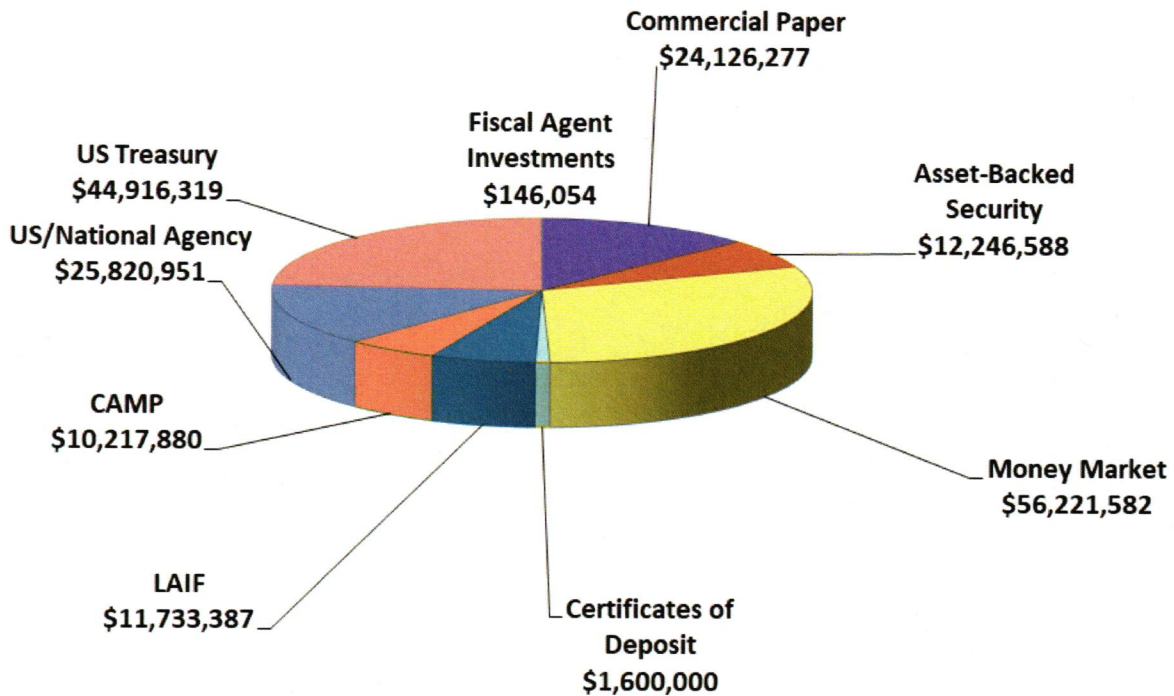
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report

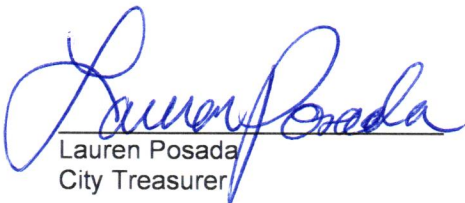
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

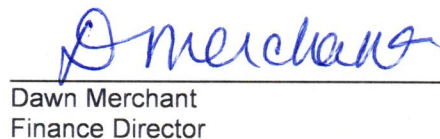
May 31, 2022



Total of City and Fiscal Agent Investments = \$187,029,038

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	39
Antioch Development Agency 2009 Tax Allocation Bonds	146,015
	<u><u>\$146,054</u></u>



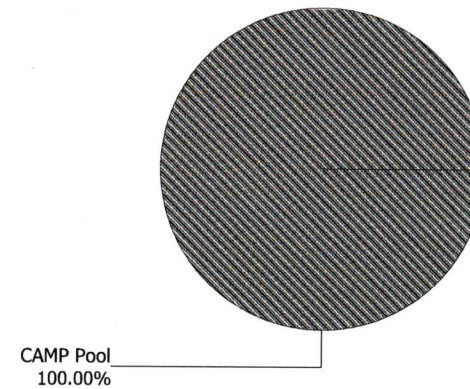
Account Statement - Transaction Summary

For the Month Ending **May 31, 2022**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,210,770.65
Purchases	7,109.56
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,217,880.21
Cash Dividends and Income	7,109.56

Asset Summary		
	May 31, 2022	April 30, 2022
CAMP Pool	10,217,880.21	10,210,770.65
Total	\$10,217,880.21	\$10,210,770.65
Asset Allocation		



Managed Account Summary Statement

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$95,145,814.90
Maturities/Calls	(1,229,771.12)
Principal Dispositions	(174,412.11)
Principal Acquisitions	11,596,844.11
Unsettled Trades	565,000.00
Change in Current Value	485,587.70
Closing Market Value	\$106,389,063.48

Cash Transactions Summary - Managed Account

Maturities/Calls	776,580.55
Sale Proceeds	377,099.66
Coupon/Interest/Dividend Income	72,480.11
Principal Payments	460,268.79
Security Purchases	(11,888,837.58)
Net Cash Contribution	10,202,408.47
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	80,301.35
Less Purchased Interest Related to Interest/Coupons	(2,061.52)
Plus Net Realized Gains/Losses	(34,810.53)
Total Cash Basis Earnings	\$43,429.30

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	109,275,135.63
Ending Accrued Interest	209,877.90
Plus Proceeds from Sales	175,076.82
Plus Proceeds of Maturities/Calls/Principal Payments	1,236,849.34
Plus Coupons/Dividends Received	72,480.11
Less Cost of New Purchases	(12,163,905.63)
Less Beginning Amortized Value of Securities	(98,525,788.78)
Less Beginning Accrued Interest	(190,607.53)
Total Accrual Basis Earnings	\$89,117.86

Portfolio Summary and Statistics

For the Month Ending **May 31, 2022**

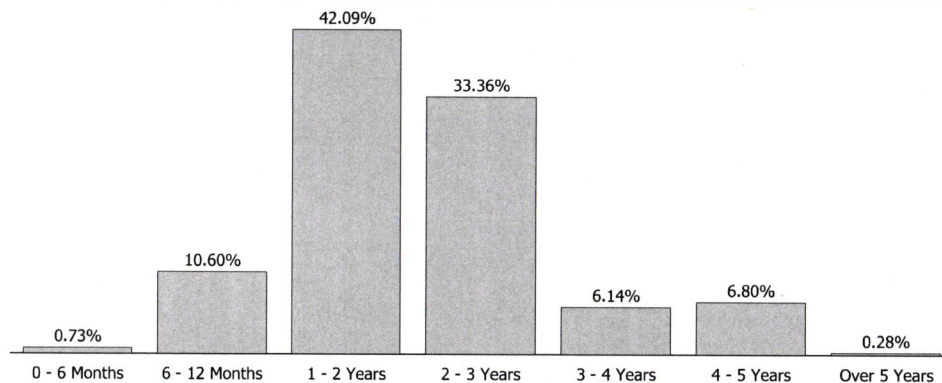
CITY OF ANTIOCH, CA - 04380500

Account Summary

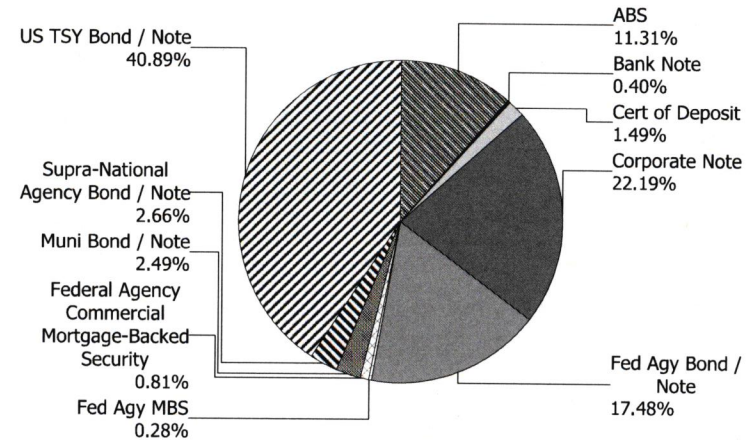
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	44,820,000.00	43,499,623.47	40.89
Supra-National Agency Bond / Note	2,925,000.00	2,835,176.03	2.66
Municipal Bond / Note	2,735,000.00	2,645,408.70	2.49
Federal Agency Mortgage-Backed Security	294,947.97	294,573.16	0.28
Federal Agency Commercial Mortgage-Backed Security	858,140.23	856,593.48	0.81
Federal Agency Bond / Note	19,000,000.00	18,595,295.82	17.48
Corporate Note	24,096,000.00	23,607,539.95	22.19
Certificate of Deposit	1,600,000.00	1,588,472.93	1.49
Bank Note	425,000.00	429,572.58	0.40
Asset-Backed Security	12,247,930.54	12,036,807.36	11.31
Managed Account Sub-Total	109,002,018.74	106,389,063.48	100.00%
Accrued Interest		209,877.90	
Total Portfolio	109,002,018.74	106,598,941.38	

Unsettled Trades **565,000.00** **565,000.00**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	1.08%
Yield to Maturity at Market	2.54%
Weighted Average Days to Maturity	766

Managed Account Issuer Summary

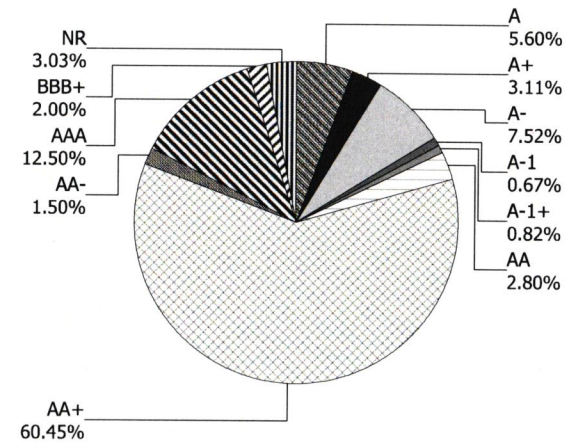
For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	325,354.25	0.31
ALLY AUTO RECEIVABLES TRUST	532,344.73	0.50
AMAZON.COM INC	968,004.38	0.91
AMERICAN EXPRESS CO	1,527,842.23	1.44
AMERICAN HONDA FINANCE	741,277.25	0.70
ASTRAZENCA PLC	474,409.98	0.45
BANK OF AMERICA CO	1,268,336.61	1.19
BMW FINANCIAL SERVICES NA LLC	607,110.56	0.57
BMW VEHICLE OWNER TRUST	410,066.68	0.39
BRISTOL-MYERS SQUIBB CO	386,243.73	0.36
BURLINGTON NORTHERN SANTA FE	223,955.33	0.21
CALIFORNIA DEPARTMENT OF WATER RESOURCES	434,043.00	0.41
CALIFORNIA EARTHQUAKE AUTHORITY	190,081.70	0.18
CAPITAL ONE FINANCIAL CORP	1,257,010.27	1.18
CARMAX AUTO OWNER TRUST	1,266,645.69	1.19
CATERPILLAR INC	755,713.78	0.71
CHARLES SCHWAB	289,591.20	0.27
CHEVRON CORPORATION	128,450.79	0.12
CINTAS CORPORATION NO. 2	352,920.40	0.33
CITIGROUP INC	677,767.30	0.64
COMCAST CORP	305,007.90	0.29
CREDIT SUISSE GROUP RK	713,804.55	0.67
DEERE & COMPANY	719,608.60	0.68
DISCOVER FINANCIAL SERVICES	821,157.08	0.77
DNB ASA	874,668.38	0.82
EXXON MOBIL CORP	223,480.35	0.21
FANNIE MAE	6,245,579.15	5.87
FIFTH THIRD AUTO TRUST	22,553.75	0.02
FLORIDA STATE BOARD OF ADMIN FIN CORP	221,386.45	0.21
FORD CREDIT AUTO OWNER TRUST	278,500.56	0.26
FREDDIE MAC	13,500,883.31	12.68
GENERAL DYNAMICS CORP	654,692.35	0.62

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	659,954.34	0.62
GM FINANCIAL LEASINGTRUST	486,596.80	0.46
GOLDMAN SACHS GROUP INC	741,822.28	0.70
HARLEY-DAVIDSON MOTORCYCLE TRUST	594,761.02	0.56
HERSHEY COMPANY	235,141.50	0.22
HOME DEPOT INC	79,658.88	0.07
HONDA AUTO RECEIVABLES	310,592.45	0.29
HONEYWELL INTERNATIONAL	333,681.60	0.31
HORMEL FOODS CORP	335,183.10	0.32
HSBC HOLDINGS PLC	802,137.60	0.75
HYUNDAI AUTO RECEIVABLES	880,938.43	0.83
IBM CORP	456,252.75	0.43
INTER-AMERICAN DEVELOPMENT BANK	1,533,575.34	1.44
INTL BANK OF RECONSTRUCTION AND DEV	1,301,600.69	1.22
JP MORGAN CHASE & CO	1,328,944.02	1.25
KUBOTA CREDIT OWNER TRUST	1,027,626.79	0.97
LOS ANGELES COMMUNITY COLLEGE DISTRICT	229,120.30	0.22
MERCEDES-BENZ AUTO LEASE TRUST	107,681.73	0.10
MERCEDES-BENZ AUTO RECEIVABLES	211,279.98	0.20
MERCK & CO INC	224,584.43	0.21
MORGAN STANLEY	566,807.67	0.53
NATIONAL AUSTRALIA BANK LTD	565,000.00	0.53
NATIONAL RURAL UTILITIES CO FINANCE CORP	575,793.86	0.54
NESTLE SA	517,454.61	0.49
NEW JERSEY TURNPIKE AUTHORITY	182,252.85	0.17
NEW YORK ST URBAN DEVELOPMENT CORP	825,238.40	0.78
NISSAN AUTO RECEIVABLES	50,864.22	0.05
PACCAR FINANCIAL CORP	821,249.37	0.77
PNC FINANCIAL SERVICES GROUP	429,572.58	0.40
PRAXAIR INC	321,788.68	0.30
RABOBANK NEDERLAND	475,714.00	0.45
Roche Holding AG	1,261,428.42	1.19
STATE OF CONNECTICUT	99,363.00	0.09

Managed Account Issuer Summary

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
STATE OF MARYLAND	463,923.00	0.44
STATE STREET CORPORATION	715,613.19	0.67
TARGET CORP	354,820.20	0.33
THE BANK OF NEW YORK MELLON CORPORATION	954,714.08	0.90
Toyota Lease Owner Trust	245,394.03	0.23
TOYOTA MOTOR CORP	1,238,293.29	1.16
TRUIST FIN CORP	477,429.15	0.45
UNILEVER PLC	261,328.38	0.25
UNITED STATES TREASURY	43,499,623.47	40.88
UNITEDHEALTH GROUP INC	311,987.33	0.29
USAA CAPITAL CORP	525,231.00	0.49
VERIZON OWNER TRUST	849,238.22	0.80
WORLD OMNI AUTO REC TRUST	519,314.16	0.49
Total	\$106,389,063.48	100.00%

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	125,000.00	AA+	Aaa	03/02/20	03/04/20	127,172.85	0.78	503.28	125,522.05	124,550.78
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	464,000.00	AA+	Aaa	05/26/21	05/28/21	475,001.88	0.16	1,938.67	469,888.92	458,780.00
US TREASURY NOTES DTD 09/30/2021 0.250% 09/30/2023	91282CDA6	2,500,000.00	AA+	Aaa	10/01/21	10/06/21	2,498,632.81	0.28	1,058.74	2,499,082.25	2,434,375.00
US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	3,350,000.00	AA+	Aaa	11/01/21	11/03/21	3,340,316.41	0.52	1,092.39	3,343,113.60	3,259,968.75
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	AA+	Aaa	12/01/20	12/03/20	4,153,890.63	0.22	479.28	4,151,921.83	4,026,796.88
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	2,965,000.00	AA+	Aaa	02/02/21	02/03/21	2,960,251.37	0.18	1,402.64	2,962,382.96	2,857,981.88
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	347.72	948,463.37	913,781.25
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	805.25	2,194,483.44	2,116,125.00
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	1,304.35	773,218.73	742,851.60
US TREASURY N/B NOTES DTD 04/30/2022 2.500% 04/30/2024	91282CEK3	7,500,000.00	AA+	Aaa	05/03/22	05/04/22	7,465,429.69	2.74	16,304.35	7,466,761.15	7,497,656.25
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	246,000.00	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	283.85	245,018.68	234,776.25
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,750,000.00	AA+	Aaa	07/01/21	07/07/21	2,732,167.97	0.47	3,173.07	2,737,630.48	2,624,531.25
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	520,000.00	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	737.98	519,955.90	496,518.78
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	900,000.00	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	1,277.28	899,312.48	859,359.42

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	4,350,000.00	AA+	Aaa	08/04/21	08/06/21	4,355,097.66	0.33	6,173.52	4,353,678.48	4,153,570.53
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCT6	1,100,000.00	AA+	Aaa	09/01/21	09/03/21	1,098,796.88	0.41	1,207.87	1,099,099.61	1,047,921.82
US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	2,000,000.00	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	1,589.67	1,993,673.84	1,900,625.00
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	3,913.04	3,075,942.37	2,919,843.60
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	32.79	821,048.01	777,250.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	71.72	1,796,612.82	1,700,234.38
US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	AA+	Aaa	01/03/22	01/05/22	999,296.88	1.02	4,615.38	999,393.03	959,218.80
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	6,173.52	1,440,114.77	1,392,906.25
Security Type Sub-Total		44,820,000.00					44,979,017.38	0.82	54,486.36	44,916,318.77	43,499,623.47
Supra-National Agency Bond / Note											
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	665,000.00	AAA	Aaa	04/13/21	04/20/21	663,623.45	0.23	94.67	664,390.92	652,945.55
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	64.65	664,928.25	653,754.19
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	AAA	Aaa	11/17/20	11/24/20	668,559.50	0.32	32.57	669,288.30	648,655.14
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	925,000.00	AAA	Aaa	09/15/21	09/23/21	924,315.50	0.52	873.61	924,472.26	879,821.15
Security Type Sub-Total		2,925,000.00					2,921,272.35	0.41	1,065.50	2,923,079.73	2,835,176.03

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	190,000.00	NR	NR	11/13/20	11/24/20	190,000.00	1.33	1,050.54	190,000.00	190,081.70
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	215,000.00	AA+	NR	12/16/20	12/23/20	215,000.00	0.48	217.87	215,000.00	211,766.40
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A+	Aa3	05/29/20	06/11/20	100,597.00	1.80	833.33	100,211.49	99,363.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.444% 08/01/2023	54438CYH9	235,000.00	AA+	Aaa	10/30/20	11/10/20	235,000.00	0.44	347.80	235,000.00	229,120.30
MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	AAA	Aaa	07/23/20	08/05/20	475,000.00	0.41	649.17	475,000.00	463,923.00
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	931.50	450,000.00	434,043.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	AA+	NR	12/16/20	12/23/20	640,000.00	0.62	837.69	640,000.00	613,472.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	AA-	A1	01/22/21	02/04/21	195,000.00	0.90	728.81	195,000.00	182,252.85
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	1,231.79	235,000.00	221,386.45
Security Type Sub-Total		2,735,000.00					2,735,597.00	0.69	6,828.50	2,735,211.49	2,645,408.70
Federal Agency Mortgage-Backed Security											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	294,947.97	AA+	Aaa	08/03/21	08/17/21	314,303.93	2.35	737.37	312,981.07	294,573.16
Security Type Sub-Total		294,947.97					314,303.93	2.35	737.37	312,981.07	294,573.16
Federal Agency Commercial Mortgage-Backed Security											

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	221,633.30	AA+	Aaa	06/12/19	06/17/19	222,447.12	2.23	434.96	221,655.30	221,307.18
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	364,900.83	AA+	Aaa	08/13/19	08/16/19	370,944.51	1.98	763.25	365,689.14	364,237.23
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	96,570.57	AA+	Aaa	09/11/19	09/16/19	97,172.30	2.08	183.48	96,664.53	96,397.55
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	127,924.64	AA+	Aaa	09/04/19	09/09/19	129,600.58	1.86	243.06	128,184.77	127,695.45
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,868.84	AA+	Aaa	12/07/18	12/17/18	10,868.81	3.20	29.01	10,868.83	10,872.66
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	36,242.05	AA+	Aaa	11/20/19	11/26/19	36,241.17	2.09	63.18	36,241.65	36,083.41
Security Type Sub-Total		858,140.23					867,274.49	2.06	1,716.94	859,304.22	856,593.48
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	939.58	2,198,377.63	2,167,800.80
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAE06	950,000.00	AA+	Aaa	06/03/20	06/04/20	950,760.00	0.35	257.29	950,241.20	934,933.95
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAE06	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	448.23	1,654,785.05	1,628,753.36
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G0403	925,000.00	AA+	Aaa	06/03/20	06/04/20	922,003.00	0.36	57.81	924,016.70	908,131.70
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G0403	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	109.38	1,748,292.27	1,718,087.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAE04	1,620,000.00	AA+	Aaa	06/24/20	06/26/20	1,615,269.60	0.35	1,743.75	1,618,315.20	1,586,454.66
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,375,000.00	AA+	Aaa	10/07/20	10/08/20	1,374,505.00	0.26	1,346.35	1,374,801.01	1,344,938.37

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	1,757.61	1,793,576.13	1,755,755.92
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	471.53	699,562.91	682,782.10
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	858.85	1,274,468.19	1,243,638.83
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	423.64	735,056.67	716,267.79
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	671.49	1,164,837.68	1,135,308.81
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,300,000.00	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	749.30	1,299,818.76	1,266,868.20
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	1,911.35	1,554,225.35	1,505,574.33
Security Type Sub-Total		19,000,000.00					18,972,645.57	0.33	11,746.16	18,990,374.75	18,595,295.82
Corporate Note											
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	AA-	Aa2	05/07/20	05/11/20	130,000.00	1.14	82.41	130,000.00	128,450.79
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	A-	A3	05/11/20	05/13/20	347,642.75	1.02	487.50	331,748.26	327,510.95
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371R082	75,000.00	A+	A1	06/01/20	06/08/20	74,895.75	0.85	288.33	74,964.58	73,732.35
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	150,000.00	A+	A1	05/20/20	05/26/20	149,944.50	1.36	540.00	149,978.94	147,915.45

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Corporate Note											
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	275,000.00	BBB+	A2	11/16/20	11/19/20	275,000.00	0.63	67.05	275,000.00	271,521.53
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	A	A2	03/01/21	03/04/21	379,730.20	0.48	636.50	379,846.97	366,407.40
IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	150,000.00	A-	A3	11/16/21	11/18/21	158,691.00	0.99	1,646.35	156,614.11	152,084.25
IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	300,000.00	A-	A3	10/02/20	10/06/20	329,799.00	0.62	3,292.71	315,118.61	304,168.50
GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	2,200.00	238,014.62	228,665.25
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	A	A2	03/16/21	03/18/21	299,850.00	0.77	456.25	299,910.22	289,591.20
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	1,418.33	313,337.66	305,007.90
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	225,000.00	AA	A1	05/10/21	05/12/21	224,671.50	0.50	53.44	224,786.89	215,731.13
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	50,000.00	BBB+	A3	10/02/20	10/06/20	51,235.50	0.98	37.29	50,452.11	49,383.60
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	223.73	300,000.00	296,301.60
UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	A+	A3	05/17/21	05/19/21	324,662.00	0.59	79.44	324,779.00	311,987.33

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Corporate Note											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	A	A2	05/10/21	05/17/21	474,363.50	0.50	83.13	474,584.18	453,414.58
HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	800,000.00	A-	A1	05/17/22	05/24/22	799,968.00	3.75	583.33	799,968.35	802,137.60
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	A-	A3	05/25/21	05/28/21	494,955.45	0.70	28.88	494,970.45	474,409.98
HORMEL FOODS CORP NOTES (CALLABLE) DTD 06/03/2021 0.650% 06/03/2024	440452AG5	350,000.00	A	A1	03/10/22	03/14/22	338,915.50	2.12	1,124.86	339,993.92	335,183.10
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVO9	130,000.00	A	A2	06/07/21	06/10/21	129,837.50	0.49	282.75	129,890.43	124,066.80
TARGET CORP CORPORATE NOTES DTD 06/26/2014 3.500% 07/01/2024	87612EBD7	350,000.00	A	A2	11/23/21	11/29/21	371,924.00	1.04	5,104.17	367,655.20	354,820.20
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	1,373.87	104,796.43	100,639.10
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	3,091.20	236,307.37	226,437.98
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	1,570.83	163,181.24	156,480.48
AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	BBB+	A2	11/19/21	11/23/21	414,320.00	1.14	3,361.11	411,456.00	395,117.60
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	A+	A1	08/03/21	08/09/21	264,856.90	0.52	412.22	264,895.55	251,132.02

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Corporate Note											
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	275,000.00	A-	A3	09/07/21	09/09/21	274,818.50	0.77	641.67	274,863.66	261,934.75
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	100,000.00	A+	A1	02/22/22	02/24/22	96,599.00	2.05	189.54	96,965.55	95,028.50
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	175,000.00	A+	A1	08/09/21	08/12/21	175,000.00	0.63	331.69	175,000.00	166,299.88
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	205,000.00	A	A2	08/09/21	08/12/21	204,981.55	0.75	465.52	204,986.48	194,590.51
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	250,000.00	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	369.56	250,000.00	241,635.50
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/13/2021 0.625% 09/13/2024	89236TJN6	250,000.00	A+	A1	09/08/21	09/13/21	249,882.50	0.64	338.54	249,910.48	237,863.25
NESTLE HOLDINGS INC CORP NOTES (CALLABLE DTD 09/14/2021 0.606% 09/14/2024	641062AU8	545,000.00	AA-	Aa3	09/07/21	09/14/21	545,000.00	0.61	706.41	545,000.00	517,454.61
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	A-	A2	10/16/20	10/21/20	475,000.00	0.81	395.44	475,000.00	457,950.83
COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	2,654.51	496,508.47	475,714.00
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	500,000.00	A-	A3	01/11/22	01/13/22	499,605.00	1.53	2,875.00	499,655.10	479,342.50

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Corporate Note											
LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	325,000.00	A	A2	03/04/22	03/08/22	329,735.25	2.13	2,775.14	329,321.58	321,788.68
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	125,000.00	A-	A2	02/22/22	02/24/22	123,847.50	2.20	742.19	123,951.11	119,850.50
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	215,000.00	A-	A2	01/31/22	02/07/22	214,993.55	1.88	1,276.56	214,994.22	206,142.86
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	A+	A1	03/09/21	03/11/21	240,104.25	1.00	1,907.81	235,065.74	224,584.43
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	350,000.00	A+	A1	09/23/21	09/27/21	359,698.50	0.96	1,890.00	357,758.80	337,784.65
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A2	02/09/21	02/16/21	295,000.00	0.56	484.41	295,000.00	280,960.07
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816CO0	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	652.50	119,888.64	116,884.44
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816CO0	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	1,114.69	204,662.85	199,677.59
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	1,439.16	234,505.20	223,480.35
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	60,000.00	A	A2	03/02/22	03/07/22	59,974.20	2.14	297.50	59,976.22	58,502.40

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Corporate Note											
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/07/2022 2.125% 03/07/2025	24422EWB1	175,000.00	A	A2	03/03/22	03/07/22	175,350.00	2.06	867.71	175,322.54	170,632.00
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/10/2022 2.132% 03/10/2025	771196BT8	1,295,000.00	AA	Aa3	03/03/22	03/10/22	1,295,000.00	2.13	6,212.12	1,295,000.00	1,261,428.42
ABBOTT LABORATORIES CORP NOTE (CALLABLE) DTD 03/10/2015 2.950% 03/15/2025	002824BB5	325,000.00	AA-	A1	03/10/22	03/14/22	330,018.00	2.41	2,024.03	329,624.33	325,354.25
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	AA-	A3	03/05/21	03/09/21	242,156.25	1.08	1,125.00	236,630.31	223,955.33
BMW US CAPITAL LLC CORP NOTES (CALLABLE) DTD 04/01/2022 3.250% 04/01/2025	05565EBZ7	240,000.00	A	A2	03/28/22	04/01/22	239,774.40	3.28	1,300.00	239,786.96	239,126.16
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 04/07/2022 2.850% 04/07/2025	69371RR73	500,000.00	A+	A1	03/31/22	04/07/22	499,870.00	2.86	2,137.50	499,876.52	496,385.00
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	750,000.00	AA	A1	04/11/22	04/13/22	748,807.50	3.06	3,000.00	748,860.81	752,273.25
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	80,000.00	A	A2	03/24/22	03/28/22	79,860.00	2.76	378.00	79,868.17	79,658.88
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	370.00	228,718.52	214,964.33
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	250,000.00	A	A1	03/10/22	03/14/22	243,977.50	2.41	411.11	244,395.95	238,849.25

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Corporate Note											
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	500,000.00	A	A1	04/19/22	04/26/22	499,930.00	3.36	1,628.47	499,932.30	500,900.50
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	A-	A3	05/02/22	05/04/22	144,575.15	3.55	389.08	144,586.03	146,209.88
CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	A-	A3	04/26/22	05/03/22	204,954.90	3.46	550.09	204,956.10	206,710.52
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	286.13	350,669.83	332,082.10
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	90327OD89	525,000.00	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	246.09	523,292.87	525,231.00
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	75,000.00	A	A2	05/10/22	05/13/22	74,992.50	3.40	127.50	74,992.63	75,574.80
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	225,000.00	A	A2	05/10/22	05/13/22	224,714.25	3.44	382.50	224,719.20	226,724.40
GENERAL DYNAMICS CORP (CALLABLE) CORP NO DTD 05/11/2018 3.500% 05/15/2025	369550BG2	325,000.00	A-	A3	03/02/22	03/04/22	336,576.50	2.34	505.56	335,645.78	327,181.40
HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	A	A1	02/23/22	02/25/22	240,037.50	2.17	1,125.00	240,839.85	235,141.50
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	A	A2	02/24/22	02/28/22	340,658.50	2.20	2,362.50	341,389.16	333,681.60
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	A-	A2	05/24/21	06/01/21	595,000.00	0.82	2,451.40	595,000.00	564,684.75

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Corporate Note											
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	A-	A3	02/07/22	02/09/22	499,358.00	2.09	8,592.22	497,048.01	477,429.15
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	NR	NR	05/31/22	06/09/22	565,000.00	3.50	0.00	565,000.00	565,000.00
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	A-	A2	05/02/22	05/04/22	64,691.90	3.61	168.19	64,699.48	64,948.13
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	A-	A2	04/27/22	05/04/22	84,977.05	3.46	219.94	84,977.61	84,932.17
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	A-	A2	05/03/22	05/05/22	99,532.00	3.61	258.75	99,543.11	99,920.20
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	A-	A2	03/10/22	03/14/22	489,834.25	2.91	6,998.33	488,795.33	483,299.20
BANK OF AMERICA CORP NOTES DTD 07/30/2015 3.875% 08/01/2025	06051GFS3	475,000.00	A-	A2	03/10/22	03/14/22	490,665.50	2.84	6,135.42	489,664.23	483,308.70
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	A+	A2	02/22/22	02/24/22	236,870.00	2.23	93.75	237,807.86	229,763.25
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	1,244.03	225,000.00	215,507.70
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	4,401.96	585,000.00	566,807.67

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Corporate Note											
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	2,506.95	519,368.45	500,105.49
Security Type Sub-Total		24,096,000.00					24,370,330.04	1.85	108,572.85	24,266,277.13	23,607,539.95
Certificate of Deposit											
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	A-1+	P-1	12/04/19	12/06/19	875,000.00	2.03	8,974.58	875,000.00	874,668.38
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	A-1	P-1	03/19/21	03/23/21	725,000.00	0.59	903.03	725,000.00	713,804.55
Security Type Sub-Total		1,600,000.00					1,600,000.00	1.38	9,877.61	1,600,000.00	1,588,472.93
Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	A	A2	03/06/20	03/10/20	454,818.00	1.28	7,148.26	425,000.00	429,572.58
Security Type Sub-Total		425,000.00					454,818.00	1.28	7,148.26	425,000.00	429,572.58
Asset-Backed Security											
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	3,928.97	AAA	NR	02/19/19	02/27/19	3,928.87	2.83	4.02	3,928.95	3,931.48
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	116.74	AAA	Aaa	12/04/18	12/12/18	116.72	3.22	0.17	116.74	116.82
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	2,883.82	AAA	NR	04/03/19	04/10/19	2,883.44	2.66	3.41	2,883.73	2,885.14
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	47,216.23	AAA	Aaa	08/20/19	08/27/19	47,215.83	1.78	37.35	47,216.11	47,225.10
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	132,850.27	AAA	Aaa	09/22/20	09/29/20	132,837.54	0.45	18.27	132,844.89	132,547.42
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	11,504.88	NR	Aaa	02/05/19	02/13/19	11,503.49	2.91	14.88	11,504.49	11,503.73

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Par	Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	11,580.54	AAA	NR	10/17/18	10/24/18	11,580.43	3.36	17.29	11,580.51	11,584.37
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	32,913.63	NR	Aaa	03/19/19	03/22/19	32,908.09	2.78	40.67	32,912.04	32,910.54
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	50,663.73	NR	Aaa	02/05/19	02/13/19	50,656.06	2.90	65.30	50,661.48	50,747.40
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	26,907.05	AAA	Aaa	05/21/19	05/30/19	26,901.60	2.51	30.02	26,905.27	26,941.57
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	108,315.66	AAA	NR	09/15/20	09/23/20	108,310.17	0.40	19.26	108,313.12	107,681.73
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	1,401.96	NR	Aaa	01/08/19	01/16/19	1,401.81	2.97	1.73	1,401.91	1,402.56
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	22,556.82	AAA	Aaa	04/30/19	05/08/19	22,551.85	2.65	26.47	22,555.16	22,553.75
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	AAA	Aaa	03/02/21	03/10/21	174,994.45	0.29	8.46	174,996.82	173,393.89
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	19,458.57	NR	Aaa	06/19/19	06/26/19	19,457.06	2.34	20.24	19,458.01	19,467.10
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	39,503.29	AAA	Aaa	04/09/19	04/17/19	39,500.08	2.65	43.62	39,502.15	39,532.58
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	59,471.20	AAA	NR	04/09/19	04/17/19	59,465.12	2.68	70.84	59,468.99	59,533.00
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	222,391.52	AAA	NR	10/01/19	10/08/19	222,374.37	1.94	131.83	222,384.37	222,388.94
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	AAA	Aaa	04/13/21	04/21/21	249,970.83	0.39	29.79	249,981.63	245,394.03
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	AAA	NR	05/18/21	05/26/21	359,943.48	0.35	37.40	359,962.72	354,049.38

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CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	133,448.79	AAA	Aaa	01/21/20	01/29/20	133,433.16	1.85	75.44	133,441.32	133,365.38
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	70,919.42	AAA	Aaa	01/21/20	01/29/20	70,903.95	1.87	58.94	70,911.63	70,871.19
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	233,282.72	AAA	Aaa	07/21/20	07/27/20	233,264.76	0.44	45.62	233,272.62	230,727.27
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	117,640.21	AAA	NR	07/08/20	07/15/20	117,631.33	0.48	9.41	117,635.23	116,463.45
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	156,176.28	AAA	NR	01/14/20	01/22/20	156,145.63	1.89	131.19	156,160.37	155,636.39
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	213,905.43	AAA	NR	07/14/20	07/22/20	213,865.38	0.48	45.63	213,882.29	211,632.26
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	213,211.85	AAA	NR	06/16/20	06/23/20	213,195.20	0.55	52.12	213,202.13	211,279.98
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	71.81	499,936.80	493,483.90
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	205,680.96	AAA	NR	06/16/20	06/24/20	205,664.83	0.63	57.59	205,671.22	203,320.98
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,968.23	201,415.75
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	AAA	NR	04/20/21	04/28/21	199,978.96	0.38	33.78	199,984.20	194,642.22
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	NR	Aaa	07/20/21	07/28/21	349,986.81	0.56	87.11	349,989.39	331,047.63
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	NR	Aaa	11/16/21	11/24/21	269,943.08	0.89	66.00	269,950.16	259,435.87
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	AAA	NR	04/13/21	04/21/21	224,951.51	0.52	52.00	224,962.68	216,836.39

Managed Account Detail of Securities Held

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CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	AAA	NR	11/09/21	11/17/21	209,953.13	0.75	69.07	209,958.73	202,116.37
FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	AAA	NR	01/19/22	01/24/22	254,969.71	1.29	146.20	254,972.13	245,590.02
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	AAA	Aaa	07/21/21	07/28/21	444,926.80	0.55	108.78	444,939.44	431,158.54
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	AAA	Aaa	05/10/22	05/18/22	294,984.66	3.21	341.96	294,984.80	293,603.23
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	AAA	Aaa	09/20/21	09/27/21	264,943.26	0.58	68.31	264,950.99	250,737.25
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	AAA	Aaa	10/19/21	10/27/21	269,994.90	0.77	92.40	269,995.52	259,031.20
TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	AAA	Aaa	04/07/22	04/13/22	284,993.33	2.93	371.13	284,993.53	284,002.67
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	AAA	Aaa	10/13/21	10/21/21	174,995.54	0.68	49.58	174,996.10	168,592.71
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	AAA	NR	03/09/22	03/16/22	274,989.41	2.22	271.33	274,989.90	269,662.44
WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	AAA	NR	10/26/21	11/03/21	329,955.05	0.81	118.80	329,960.27	315,993.18
KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	NR	Aaa	03/15/22	03/23/22	504,927.79	2.67	599.27	504,930.82	495,163.41
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	AAA	Aaa	05/10/22	05/18/22	519,899.33	3.31	621.54	519,900.19	520,841.00
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	AAA	NR	01/11/22	01/19/22	214,981.32	1.26	112.88	214,982.73	206,895.51
COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/16/2026	14041NFY2	500,000.00	AAA	NR	11/18/21	11/30/21	499,931.10	1.04	231.11	499,938.06	476,128.95

Managed Account Detail of Securities Held

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	AAA	Aaa	04/12/22	04/20/22	504,915.92	3.06	686.80	504,917.92	504,422.73
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	AAA	Aaa	04/05/22	04/13/22	244,948.80	3.10	316.46	244,950.22	243,530.98
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	AAA	Aaa	04/21/22	04/28/22	389,940.68	3.49	604.93	389,941.83	391,897.00
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	AAA	NR	03/23/22	03/30/22	499,962.30	2.80	622.22	499,963.61	494,908.55
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	262.83	569,953.81	570,419.83
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JTT8	815,000.00	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	537.22	814,820.51	816,162.60
Security Type Sub-Total		12,247,930.54					12,246,304.33	1.76	7,698.35	12,246,588.47	12,036,807.36
Managed Account Sub-Total		109,002,018.74					109,461,563.09	1.08	209,877.90	109,275,135.63	106,389,063.48
Securities Sub-Total		\$109,002,018.74					\$109,461,563.09	1.08%	\$209,877.90	\$109,275,135.63	\$106,389,063.48
Accrued Interest											\$209,877.90
Total Investments											\$106,598,941.38

Bolded items are forward settling trades.

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	04/26/22	05/03/22	CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	205,000.00	(204,954.90)	0.00	(204,954.90)			
	04/27/22	05/04/22	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	85,000.00	(84,977.05)	0.00	(84,977.05)			
	05/02/22	05/04/22	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	65,000.00	(64,691.90)	0.00	(64,691.90)			
	05/02/22	05/04/22	CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	145,000.00	(144,575.15)	(13.90)	(144,589.05)			
	05/03/22	05/04/22	US TREASURY N/B NOTES DTD 04/30/2022 2.500% 04/30/2024	91282CEK3	7,500,000.00	(7,465,429.69)	(2,038.04)	(7,467,467.73)			
	05/03/22	05/05/22	NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	100,000.00	(99,532.00)	(9.58)	(99,541.58)			
	05/10/22	05/13/22	CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	225,000.00	(224,714.25)	0.00	(224,714.25)			
	05/10/22	05/13/22	CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	75,000.00	(74,992.50)	0.00	(74,992.50)			
	05/10/22	05/18/22	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	(294,984.66)	0.00	(294,984.66)			
	05/10/22	05/18/22	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	(519,899.33)	0.00	(519,899.33)			
	05/17/22	05/24/22	HSBC USA INC CORPORATE NOTES DTD 05/24/2022 3.750% 05/24/2024	40428HTA0	800,000.00	(799,968.00)	0.00	(799,968.00)			
	05/17/22	05/24/22	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	(814,819.72)	0.00	(814,819.72)			
	05/19/22	05/26/22	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	(569,953.66)	0.00	(569,953.66)			

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Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
BUY										
05/23/22	05/26/22	USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	903270D89	525,000.00	(523,283.25)	0.00	(523,283.25)			
05/31/22	06/09/22	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	(565,000.00)	0.00	(565,000.00)			
Transaction Type Sub-Total				12,490,000.00	(12,451,776.06)	(2,061.52)	(12,453,837.58)			
INTEREST										
05/01/22	05/01/22	CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	0.00	1,716.75	1,716.75			
05/01/22	05/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	365,856.27	0.00	765.25	765.25			
05/01/22	05/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	30,053.22	0.00	68.02	68.02			
05/01/22	05/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,899.32	0.00	29.09	29.09			
05/01/22	05/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	238,740.37	0.00	461.00	461.00			
05/01/22	05/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	300,771.76	0.00	751.93	751.93			
05/01/22	05/25/22	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	42,063.07	0.00	93.60	93.60			
05/01/22	05/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	241,693.23	0.00	474.32	474.32			
05/05/22	05/05/22	FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	2,605,000.00	0.00	4,884.38	4,884.38			
05/11/22	05/11/22	CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	0.00	741.65	741.65			
05/12/22	05/12/22	AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	225,000.00	0.00	506.25	506.25			

Managed Account Security Transactions & Interest

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Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	05/13/22	05/13/22	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	250,000.00	0.00	937.50	937.50			
	05/15/22	05/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	20,599.92	0.00	49.95	49.95			
	05/15/22	05/15/22	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	742.27	742.27			
	05/15/22	05/15/22	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	27,223.03	0.00	73.05	73.05			
	05/15/22	05/15/22	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	0.00	173.25	173.25			
	05/15/22	05/15/22	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
	05/15/22	05/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	168,414.43	0.00	265.25	265.25			
	05/15/22	05/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	81,163.56	0.00	126.48	126.48			
	05/15/22	05/15/22	KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026	50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
	05/15/22	05/15/22	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
	05/15/22	05/15/22	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/16/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
	05/15/22	05/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	35,770.33	0.00	74.82	74.82			
	05/15/22	05/15/22	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	0.00	222.75	222.75			
	05/15/22	05/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	117,531.45	0.00	39.18	39.18			
	05/15/22	05/15/22	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	57,889.83	0.00	134.11	134.11			
	05/15/22	05/15/22	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	0.00	642.74	642.74			

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
05/15/22	05/15/22		GENERAL DYNAMICS CORP (CALLABLE) CORP NO DTD 05/11/2018 3.500% 05/15/2025	369550BG2	325,000.00	0.00	5,687.50	5,687.50			
05/15/22	05/15/22		CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	0.00	203.96	203.96			
05/15/22	05/15/22		KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	0.00	163.33	163.33			
05/15/22	05/15/22		HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	0.00	63.33	63.33			
05/15/22	05/15/22		HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	0.00	1,073.13	1,073.13			
05/15/22	05/15/22		FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	33,521.19	0.00	73.75	73.75			
05/15/22	05/15/22		NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	67,746.10	0.00	163.72	163.72			
05/15/22	05/15/22		COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,750.00	1,750.00			
05/15/22	05/15/22		GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	0.00	5,484.38	5,484.38			
05/15/22	05/15/22		US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	4,150,000.00	0.00	5,187.50	5,187.50			
05/15/22	05/15/22		TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	252,286.23	0.00	92.50	92.50			
05/15/22	05/15/22		CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	21,988.49	0.00	61.57	61.57			
05/15/22	05/15/22		HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	56,924.96	0.00	84.44	84.44			
05/15/22	05/15/22		HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	0.00	129.50	129.50			
05/15/22	05/15/22		WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	220,255.50	0.00	115.63	115.63			
05/15/22	05/15/22		CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	225,000.00	0.00	97.50	97.50			

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	05/15/22	05/15/22	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50			
	05/15/22	05/15/22	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	16,052.51	0.00	35.58	35.58			
	05/15/22	05/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	70,282.66	0.00	156.96	156.96			
	05/15/22	05/15/22	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13			
	05/15/22	05/15/22	CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	350,000.00	0.00	2,936.50	2,936.50			
	05/15/22	05/15/22	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	35,000.30	0.00	68.25	68.25			
	05/15/22	05/15/22	UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	325,000.00	0.00	893.75	893.75			
	05/15/22	05/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	234,157.97	0.00	93.66	93.66			
	05/15/22	05/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	231,137.86	0.00	105.94	105.94			
	05/16/22	05/16/22	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	0.00	225.75	225.75			
	05/16/22	05/16/22	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	0.00	99.17	99.17			
	05/16/22	05/16/22	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	14,381.68	0.00	35.59	35.59			
	05/16/22	05/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	54,213.79	0.00	119.72	119.72			
	05/16/22	05/16/22	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	696.21	696.21			
	05/17/22	05/17/22	GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	275,000.00	0.00	862.13	862.13			

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	05/17/22	05/17/22	CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/17/2021 0.450% 05/17/2024	14913R2L0	475,000.00	0.00	1,068.75	1,068.75			
	05/18/22	05/18/22	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	8,308.35	0.00	19.59	19.59			
	05/20/22	05/20/22	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	0.00	102.00	102.00			
	05/20/22	05/20/22	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	0.00	81.25	81.25			
	05/20/22	05/20/22	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			
	05/20/22	05/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	159,380.80	0.00	59.77	59.77			
	05/20/22	05/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	258,349.22	0.00	417.66	417.66			
	05/20/22	05/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	150,049.35	0.00	231.33	231.33			
	05/21/22	05/21/22	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	0.00	198.00	198.00			
	05/22/22	05/22/22	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	2,675,000.00	0.00	3,343.75	3,343.75			
	05/24/22	05/24/22	INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	0.00	1,662.50	1,662.50			
	05/24/22	05/24/22	INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	670,000.00	0.00	837.50	837.50			
	05/25/22	05/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	0.00	42.29	42.29			
	05/25/22	05/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	128,580.78	0.00	51.43	51.43			
	05/28/22	05/28/22	ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	495,000.00	0.00	1,732.50	1,732.50			
	05/31/22	05/31/22	US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	2,550,000.00	0.00	19,125.00	19,125.00			

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Transaction Type Sub-Total						28,501,287.53	0.00	72,480.11	72,480.11			
MATURITY												
05/11/22	05/11/22			LOCKHEED MARTIN CORP NOTES (CALLED, OMD 3 DTD 02/20/2015 2.900% 05/11/2022	539830BE8	141,000.00	141,000.00	795.08	141,795.08	(2,497.11)	0.00	
05/11/22	05/11/22			CHEVRON CORP (CALLED, OMD 6/24/23) DTD 06/24/2013 3.191% 05/11/2022	166764AH3	425,000.00	429,502.33	5,161.00	434,663.33	(17,057.92)	4,502.33	
05/11/22	05/11/22			LOCKHEED MARTIN CORP NOTES (CALLED, OMD 3 DTD 02/20/2015 2.900% 05/11/2022	539830BE8	199,000.00	199,000.00	1,122.14	200,122.14	(3,373.05)	0.00	
Transaction Type Sub-Total						765,000.00	769,502.33	7,078.22	776,580.55	(22,928.08)	4,502.33	
PAYDOWNS												
05/01/22	05/25/22			FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	20,059.93	20,059.93	0.00	20,059.93	(73.66)	0.00	
05/01/22	05/25/22			FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	6,127.81	6,127.81	0.00	6,127.81	(38.18)	0.00	
05/01/22	05/25/22			FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	30.48	30.48	0.00	30.48	0.00	0.00	
05/01/22	05/25/22			FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	5,823.79	5,823.79	0.00	5,823.79	(382.19)	0.00	
05/01/22	05/25/22			FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	8,117.35	8,117.35	0.00	8,117.35	(106.35)	0.00	
05/01/22	05/25/22			FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	30,053.22	30,053.22	0.00	30,053.22	37.39	0.00	
05/01/22	05/25/22			FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	5,821.02	5,821.02	0.00	5,821.02	0.14	0.00	
05/01/22	05/25/22			FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	955.44	955.44	0.00	955.44	(15.82)	0.00	
05/15/22	05/15/22			HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	13,168.69	13,168.69	0.00	13,168.69	1.74	0.00	
05/15/22	05/15/22			TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	19,003.51	19,003.51	0.00	19,003.51	1.46	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
05/15/22	05/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	17,082.37	17,082.37	0.00	17,082.37	2.59	0.00	
05/15/22	05/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	8,863.28	8,863.28	0.00	8,863.28	1.79	0.00	
05/15/22	05/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	20,252.54	20,252.54	0.00	20,252.54	3.79	0.00	
05/15/22	05/15/22	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	27,106.29	27,106.29	0.00	27,106.29	5.20	0.00	
05/15/22	05/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	9,095.04	9,095.04	0.00	9,095.04	1.10	0.00	
05/15/22	05/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	12,238.15	12,238.15	0.00	12,238.15	2.40	0.00	
05/15/22	05/15/22	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	10,407.95	10,407.95	0.00	10,407.95	0.10	0.00	
05/15/22	05/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	9,215.79	9,215.79	0.00	9,215.79	0.47	0.00	
05/15/22	05/15/22	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	9,708.73	9,708.73	0.00	9,708.73	0.08	0.00	
05/15/22	05/15/22	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	15,541.73	15,541.73	0.00	15,541.73	1.21	0.00	
05/15/22	05/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	14,574.54	14,574.54	0.00	14,574.54	1.14	0.00	
05/15/22	05/15/22	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	24,976.20	24,976.20	0.00	24,976.20	4.20	0.00	
05/15/22	05/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	17,926.01	17,926.01	0.00	17,926.01	1.40	0.00	
05/15/22	05/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	10,811.46	10,811.46	0.00	10,811.46	1.10	0.00	
05/15/22	05/15/22	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	10,964.37	10,964.37	0.00	10,964.37	2.41	0.00	
05/15/22	05/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	10,244.14	10,244.14	0.00	10,244.14	2.23	0.00	
05/16/22	05/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	14,710.50	14,710.50	0.00	14,710.50	1.20	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
PAYDOWNS										
05/16/22	05/16/22	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	12,979.72	12,979.72	0.00	12,979.72	1.44	0.00	
05/18/22	05/18/22	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	4,379.38	4,379.38	0.00	4,379.38	0.12	0.00	
05/20/22	05/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	26,530.53	26,530.53	0.00	26,530.53	2.54	0.00	
05/20/22	05/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	16,600.56	16,600.56	0.00	16,600.56	1.94	0.00	
05/20/22	05/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	35,957.70	35,957.70	0.00	35,957.70	2.77	0.00	
05/25/22	05/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	10,940.57	10,940.57	0.00	10,940.57	0.83	0.00	
Transaction Type Sub-Total				460,268.79	460,268.79	0.00	460,268.79	(533.42)	0.00	
SELL										
04/26/22	05/03/22	US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	210,000.00	201,944.53	78.31	202,022.84	(7,719.14)	(7,861.05)	FIFO
05/23/22	05/26/22	US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	175,000.00	174,412.11	664.71	175,076.82	(3,629.89)	(1,335.69)	FIFO
Transaction Type Sub-Total				385,000.00	376,356.64	743.02	377,099.66	(11,349.03)	(9,196.74)	
Managed Account Sub-Total					(10,845,648.30)	78,239.83	(10,767,408.47)	(34,810.53)	(4,694.41)	
Total Security Transactions					(\$10,845,648.30)	\$78,239.83	(\$10,767,408.47)	(\$34,810.53)	(\$4,694.41)	
Bolded items are forward settling trades										

Bolded items are forward settling trades.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Resolution Designating the City of Antioch Representatives to the Municipal Pooling Authority Board

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution designating Thomas Lloyd Smith, City Attorney as the City's Board Member to the Municipal Pooling Authority (MPA) of Northern California ("Authority") and Jazzman Brown, Risk Manager as the Alternate Board Member.

FISCAL IMPACT

The recommended action has no direct fiscal impact on City finances.

DISCUSSION

The Municipal Pooling Authority was originally formed as a Joint Powers Agreement in 1977 among Cities in Contra Costa County as a means of "insuring" or sharing risks as a pool because the traditional private insurance market became less of an option for public agencies. The California Government Code allows public agencies to create separate joint power authorities for this purpose.

The Authority is governed by a Board composed of one individual from each member City. An Alternate Board member is also named, who may vote at any meeting at which the regular Board member is absent.

Currently, Administrative Services Director Nickie Mastay is the City's representative on the MPA Board and Thomas Lloyd Smith, City Attorney is the Alternate. With the full-time employment of Jazzman Brown as Risk Manager, it seems appropriate to designate her as the Alternate Board member.

ATTACHMENT

A. Resolution Designating a Board member and Alternative Board member to the Municipal Pooling Authority (MPA) of Northern California.

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
DESIGNATING A BOARD MEMBER AND AN ALTERNATIVE BOARD MEMBER
TO THE MUNICIPAL POOLING AUTHORITY OF NORTHERN CALIFORNIA**

WHEREAS, the City of Antioch is a member of the Municipal Pooling Authority of Northern California (“Authority”);

WHEREAS, the governing documents of the Authority require the city council of each member city to appoint one Board member and to appoint one alternative Board member to the Board of Directors of the Authority.

WHEREAS, the City Attorney is the staff person primarily responsible for the City’s risk management functions covered by the Municipal Pooling Authority; and

WHEREAS, the Risk Manager is prepared to provide support to the City Attorney as an Alternate Board Member.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby designates the City Attorney as the City’s Board member to the Municipal Pooling Authority of Northern California;

BE IT FURTHER RESOLVED that the Risk Manager is hereby appointed as the City’s Alternative Board member to the Municipal Pooling Authority of Northern California; and

BE IT FURTHER RESOLVED that this resolution supersedes all previous authorizations.

* * * * *

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 July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: AB 361: Resolution Making Findings Necessary to Conduct Brown Act Meetings by Teleconference for the City Council, Boards, Commissions, and Committees

RECOMMENDED ACTION

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

FISCAL IMPACT

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

DISCUSSION

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 July, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jeff Cook, Collections/NPDES Superintendent

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

SUBJECT: Authorize City Manager to Execute a Three-Year Agreement with Golden Bell Products for a total contract amount not to exceed \$111,581.64

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a Maintenance Services Agreement with Golden Bell Products for a Three (3) Year Term for a total agreement amount not to exceed \$111,581.64; and
2. Authorizing the City Manager to execute the agreement with Golden Bell Products in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this agreement is included in the adopted Fiscal Year 2021-2023 Sewer Enterprise Fund budget.

DISCUSSION

The City of Antioch utilizes Golden Bell Products for the control of cockroaches and other vermin in our sewer manholes. Golden Bell Products is the primary source/vendor of Insecta products in the State of California since 1998 and the company authorized for distribution and application until year 2030. The City of Antioch has used this product since 2012 and as a result has greatly reduced the amount of vermin in our sewer systems as well as the surrounding residential homes and commercial businesses. Contracting with Golden Bell Products is not only beneficial for price lock guarantee, but also continues a high level of safe pest control in our City sewer system.

ATTACHMENTS

- A. Resolution
- B. Maintenance Services Agreement
- C. Sole Source Justification

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR AGREEMENT
WITH GOLDEN BELL PRODUCTS AND APPROVE THE PURCHASE ORDER FOR A
TOTAL CONTRACT AMOUNT NOT TO EXCEED \$111,581.64**

WHEREAS, the City of Antioch utilizes Golden Bell Products for the control of cockroaches and other vermin in our sewer manholes; and

WHEREAS, Golden Bell Products is the primary source/vendor of Insecta products and is the only Authorized company for Distribution and Application until 2030; and

WHEREAS, The City of Antioch has used Insecta products since 2012 with great success; and

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

1. Approves the Maintenance Services Agreement with Golden Bell Products for a Three (3) Year Term for a total contract amount not to exceed \$111,581.64; and
2. 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 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 26th day of June, 2021 ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and Golden Bell Products Inc., a Corporation with its principal place of business at 952 N. Batavia St, Orange, CA 92867 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for Sewer Roach Control of Sanitary Sewer Manholes project ("**Project**") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 The term of this Agreement shall be from **July 1, 2022 to June 30, 2024**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

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

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

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

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall

specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

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

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

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

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

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be

limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Eleven Thousand Five Hundred Eighty One and Sixty Four Cents (\$111,581.64)** without written approval of City's **Deputy Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 California Labor Code Requirements

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

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

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

3.4 Termination of Agreement.

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

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

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

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

3.5 General Provisions.

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

Contractor:

Golden Bell Products, Inc.
952 N Batavia St
Orange, CA 92867

City:

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

City:

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

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

3.5.2 Indemnification.

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

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as

part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5.19 Wage Theft Prevention.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND GOLDEN BELL PRODUCTS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 26th day of July, 2022.

CITY OF ANTIOCH

Approved By:

Cornelius H. Johnson
City Manager

ATTEST:

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

GOLDEN BELL PRODUCTS, INC.

Signature

Name

Title

EXHIBIT "A"

SCOPE OF SERVICES



PRODUCTS, INC.

952 N Batavia Street, Orange, CA 92867 – Phone (714)363-3985

Thursday, July 21, 2022

City of Antioch

1201 W. 4th Street

Antioch, CA 94531

Golden Bell Products to provide all labor, material and supplies required to coat sanitary sewer manholes with INSECTA, insecticidal latex coating for sewer roach control.

SCOPE OF WORK

Golden Bell Products to perform the following items:

- ◆ Apply INSECTA, an approved product for sewer roach control application in sanitary manholes.
- ◆ Treat to depth of seven feet or less, with an approximate area of 100 square feet per manhole.
- ◆ Will prepare and treat according to manufacturer's specifications for preparation instructions.
- ◆ Apply coating based on the manufacturers recommended label rates, five (5) manholes per gallon, not to exceed three (3) pints per manhole.
- ◆ Remove existing sewer manhole covers, scrape clean the inside of the cover area, spray Insecta, reseal the cover and mark the reinstalled cover with a painted white line extending from the manhole cover to the adjoining pavement, indicating that the cover has been reseated properly and firmly. Liability for damage caused by covers that have been reinstalled and marked is limited to 24 hours. Covers that are damaged or will not reseal properly will be immediately reported to the customer. Customer assumes all liability for damages caused by covers that fail to properly reseal.
- ◆ Mark each manhole cover with an identifying white dot after being treated.
- ◆ Provide proper supervision at the job site during all phases of work.
- ◆ Be responsible for coordinating the work to be done. Work will take place in accessible alleys, parking lots, and streets.
- ◆ Guarantee the application for eighteen months from the date of treatment. If more than 50 living roaches are found in a manhole during the warranty period, the manhole must then be retreated by Golden Bell Products at no additional charge or obligation to Customer. Golden Bell Products will retreat any manhole which inspections with photographs report live roaches within sixty (60) calendar days after notification; providing more than 50 live roaches are found inside the manhole during two inspections occurring two days apart. *
- ◆ Will report number of manholes treated when submitting billing invoices. Golden Bell Products will indicate in writing on each paper quarter section map, the number of manholes treated, applicators name initials with the date of completion. This will serve as the record of application for the necessary Agencies and warranty information.

EXHIBIT "A"

SCOPE OF SERVICES

- ◆ Customer will supply paper quarter section maps indicating exact locations of manholes to be treated, street names and smart cover locations. Golden Bell Products will not be responsible for any damage to unidentified smart covers.
- ◆ Customer will make accessible all designated manholes to be coated. If not drive up accessible by service truck Golden Bell Products will notify Customer.
- ◆ Customer will provide inspection and assistance where necessary.
- ◆ No more than 90 calendar days will elapse between date of notice to proceed and completion of the application. A reasonable time for potentially unfavorable weather will be mutually agreed upon by Customer and Golden Bell Products
- ◆ Requirements may be added or deleted from the above Scope of Work; however, these must be agreed upon by both parties prior to the commencement of work.
- ◆ The cost of additional permits and/or licenses, other than those already required by the state, required within city limits to perform work within that city will be assumed by the Customer.

Golden Bell Products will supply all appropriate insurance coverage required by the state licensing agencies to apply roach control product to sewer manholes; if any additional insurance is required and available at additional costs those costs will be assumed by the Customer.

Special Note: Some assistance with traffic control in heavily traveled areas may be required.

**NOTE: The Insecticidal-latex coating is not a repellent and therefore, will not repel roaches. They must rest on it to eliminate them! Insecta is not a spot treatment product: for warranty to be in effect and for the best results all manholes must be treated in the same area of the sewer system!*

Pricing per Manhole Application costs:

Pricing is as follows for a three-year agreement:

Year 1:(22/23)

For less than 1000 manholes is \$31.20 per manhole

For more than 1000 manholes is \$27.82 per manhole

Year 1 Example Pricing: For group 2- 1272 manholes @ \$27.82 is \$35,387.04.

Year 2:(23/24)

For less than 1000 manholes is \$33.23 per manhole

For more than 1000 manholes is \$29.63 per manhole

Year 2 Example Pricing: For group 1- 1236 manholes @ \$29.63 is \$36,622.68.

Year 3: (21/22)

For less than 1000 manholes is \$34.89 per manhole

For more than 1000 manholes is \$31.11 per manhole

Year 3 Example Pricing: For group 3- 1272 manholes @ \$31.11 is \$39,571.92.

No tax as this is a service.

** There is a **150-manhole** minimum for all jobs.*

This service agreement is good through June 30, 2025. Thank you for this opportunity. If you have any questions, please contact Michelle Webster at 714/363-3985.

EXHIBIT "B"

SCHEDULE OF SERVICES

PLEASE SEE EXHIBIT A

EXHIBIT "C"
COMPENSATION

PLEASE SEE EXHIBIT A

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

___ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ____ Bid Bond
- ____ Performance Bond
- ____ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

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

___ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

___ **Waiver of Subrogation:**

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

___ **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

*****INCLUDE THIS EXHIBIT (AND CORRESPONDING AGREEMENT PROVISION) ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE SOLICITATION DOCUMENT. CONSULT THE CITY ATTORNEY IF NECESSARY*****

EXHIBIT "E"

FEDERAL REQUIREMENTS

*****INSERT ALL FORMS, PROVISIONS AND OTHER REQUIREMENTS
OF THE FEDERAL FUNDING SOURCE*****

ATTACHMENT "C"

JABco

Jim Lawrence
President
288 Centennial Park Drive
Daytona Beach, FL 32124

Toll Free: (888) 781-6955

Cell: 727-365-6995

March 8, 2021

To Whom It May Concern:

I, Jim Lawrence, President of JABco, the manufacturing company for Insecta, EPA registration number 45600-1, have granted Golden Bell Products the sole distribution and application rights within the State of California. Golden Bell Products has proven its expertise in selling and applying Insecta 45600-1 since 1997 and will maintain the sole source to Insecta until the year 2030.

Any California company that would use Insecta or Insecta Liquid is required to purchase the material from Golden Bell Products. If any bids were received indicating otherwise, the bidding company is misrepresenting itself. All Insecta 45600-1 product used for manhole cockroach control in sewer manholes is sold through Golden Bell Products.

Sincerely



Jim Lawrence
President




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

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

SUBJECT: First Amendment to the Honeywell Building Solutions Services Agreement No. 40098420 to Increase the Extra Work Contract Amount

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the First Amendment with Honeywell Building Solutions which increases Year 2 of the Extra Work contract amount by \$54,339.02, and Year 3 Extra Work contract amount by \$75,000, for a total remaining agreement amount not to exceed \$638,779.02; and
2. Authorizing the City Manager to execute the First Amendment to the three (3) Year Honeywell Agreement with an option to extend for two (2) additional years in a form approved by the City Attorney.

FISCAL IMPACT

Adoption of this resolution will utilize the approved fiscal years 2021-2023 General Fund Operating budgets.

DISCUSSION

Honeywell currently provides maintenance and repair services to the City's HVAC (heating, ventilating, and air conditioning) systems at City owned facilities including City Hall, the old and new Police Stations, Senior Center, Nick Rodriguez Community Center, Maintenance Services Center, Prewett Water Park, Antioch Community Center, Marina, and the Lynn House.

Honeywell has provided the City with outstanding 24-hour service and worked with our staff to keep our aging mechanical systems in good working condition. Honeywell continues to demonstrate excellent customer service, including trouble shooting

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Agenda Item #

assistance, identification of effective solutions, and fair and objective equipment warranty determinations.

Honeywell's computerized maintenance management ("EBI") system provides software that allows computerized maintenance of all City HVAC systems from both fixed locations within the City and more importantly remotely with our facility's environmental controls, maximizing service response and productivity.

The existing contract amount with Honeywell Building Solutions is currently not enough to meet the extra work performed this past fiscal year 2021/22 due to unforeseen breakdowns of aging HVAC equipment not covered under the general maintenance agreement. In addition, because of current inflationary price increases for parts and aging HVAC systems at some of our facilities, we are anticipating continued maintenance cost increases in fiscal year 2022/23.

ATTACHMENTS

- A. Resolution
- B. Resolution No. 2020/104
- C. Executed Service Agreement
- D. First Amendment to the Service Agreement

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE HONEYWELL BUILDING
SOLUTIONS SERVICE AGREEMENT NO. 40098420, TO INCREASE THE EXTRA
WORK CONTRACT AMOUNT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE FIRST AMENDMENT**

WHEREAS, the City must maintain its HVAC systems at City owned facilities; and

WHEREAS, on June 23, 2020, the City Council passed and adopted Resolution No. 2020/104 authorizing the City and Honeywell Business Solutions to execute a renewal of the HVAC services agreement for a term of three (3) years with a contract end date of June 30, 2023, in the amount not to exceed \$790,700; and

WHEREAS, the City would like to amend this Agreement to increase the Year 2 and Year 3 Extra Work amount to cover additional unforeseen expenses for repairs;

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

1. Approves the First Amendment with Honeywell Building Solutions which increases Year 2 of the Extra Work contract amount by \$54,339.02, and Year 3 Extra Work contract amount by \$75,000, for a total remainder agreement amount not to exceed \$638,779.02; and
2. Authorizes the City Manager to execute the First Amendment to the Agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"

O. HONEYWELL BUILDING SOLUTIONS HVAC SERVICE CONTRACT RENEWAL

Reso. No. 2020/104 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to renew the Honeywell Building Solutions ("Honeywell") HVAC services agreement and authorize the City Manager to execute the renewal of the HVAC services agreement for a term of three years ending June 30, 2023 the amount not to exceed \$790,700 per three (3) year contract term with the option to extend an additional two (2) years at a 2 percent CPI increase per each additional contract year. This amount includes \$75,000 for parts and service replacement of the aging components.

ATTACHMENT "C"

Honeywell Building Solutions

935-260017930-01-10101Honeywell Branch AddressCity, State, ZipCustomer's NameCustomer's
street addressCity, State, ZipService Location NameStreet Address; City, State,
Zip____1000.011Month-Day-YearMonth-Day-Year14SERVICE AGREEMENT

Proposal Name: City of Antioch
Proposal Number: PN2020
Date: May 27, 2020

Agreement Number: 40098420

Service Provider:
Honeywell Building Solutions
1099 Sneath Lane
San Bruno, CA. 94066

Customer:
City of Antioch
P.O. Box 5007s
Antioch, CA. 94531

Service Location Name: City Buildings
Locations: New PD, City Hall, Corp Yard, Senior Center, Old PD, Lynn House,
Prewett Water Park and New Community Center

Scope of Work: HONEYWELL HBS shall provide the following equipment and services ("the Work") in accordance with the attached work
scope documents and terms and conditions, which form a part of this Agreement.

Preferred Temperature Control Services
Flex Temperature Control Services
Preferred Automation Maintenance Services
Flex Automation Services
Preferred Fire Alarm Maintenance Services
Fire Alarm Test and Inspect Services
Preferred Security System Inspect Services
Flex Security System Services
Preferred Mechanical Maintenance Services
Flex Mechanical Maintenance Services
ServiceNet™ Remote Monitoring and Control Services
EBI Services

Site Services
Honeywell Energy Analysis Reporting
Air Filter Services
Water Treatment Services
Critical Parts Stocking
Thermography Services
Emergency Generator Services
In Suite Services
Remote Monitoring/Radionics
Indoor Air Quality Auditing Services
Service Management Software
FM Worksite

Contract Term: Three (3) years) with Optional 2 Year Extension

Customer _____ Honeywell
(Initials) (Initials)

Contract Effective Date: July 1, 2020 to June 30, 2023

Yearly Pricing:

Year 1: Three Hundred Seventeen Thousand, Seven Hundred-Seventy dollars (\$317,770), (plus applicable taxes).
(Mechanical Maintenance Contract \$160,600, PD Boiler Replacement \$70,000, Extra Work \$75,000, EBI
Upgrade software and hardware \$12,170)

Year 2: Two Hundred Fifty-Two Thousand, Four Hundred Eighty-Two dollars (\$252,482), (plus applicable taxes).
(Mechanical Maintenance Contract \$163,812, Extra Work \$76,500, EBI Upgrade software and hardware \$12,170)

Year 3: Two Hundred Fifty-Six Thousand, Nine Hundred Fifty-Eight dollars, (\$256,958), (plus applicable taxes).
(Mechanical Maintenance Contract \$167,088, Extra Work \$77,700, EBI Upgrade software and hardware \$12,170)

For a 3 Year total Not-to-Exceed Amount of \$790,700

Note: Refer to section 1.8 for details on the 2-year Optional Extension.

Mechanical Contract Payment Terms: Quarterly, In Advance Customer _____ (Initials)

Sales Tax will be invoiced separately

Use Tax is included in the Price

This sale is tax exempt

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party
by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as
provided herein.

Submitted by HBS: (signature)

Name:

Title:

Paul Newton

Paul Newton

Account Manager

Date:

5-27-20

This proposal is valid for 30 days.

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will provide the indicated services on mechanical systems, components, and hardware found in the List of Covered Equipment below. Johnson Controls and Obsolete Mammoth Controls Not Covered

- Additional work on Equipment labeled (FLEX ONLY) below and other work not covered by this agreement will be billed at the following rates;

Year 1: \$195 / Hr.

Year 2: \$199 / Hr.

Year 3: \$203 / Hr.

Year 4: \$207 / Hr.

Year 5: \$211 / Hr.

List of Covered Equipment:

Quantity	Description	Quantity	Description
NEW PD			
4	Boilers / 2 Dom - 2 Heating	13	Ductless Split/Ctrl -Animal Ctrl + Accs
5	Hot Water Pumps	1	Surgery Air Handler and Filtration
1	Hot Water Holding Tank	8	Air Handlers/Econ - CHWVs+HTGVs
1	Dom Water Control Panel	13	Exhaust Fans - Small to Large
1	Compressor / 50 Ton Chiller	1	Cond Water Chemical Ctrl System
1	7 Ton Package Unit	3	Refrigeration System - FLEX ONLY
1	10 Ton Split System	2	Large Gun Range Exhausts
1	5 Ton Ductless Split System /Servers	1	2 Ton Window Unit 1" Floor Server Rm
1	Cooling Tower	1	Large Sallyport Exhaust System
1	Conditioned Water Pump	52	VAVs / Reheats / Vel Ctrls / Thermostats
1	Chilled Water Pump	11	Reheats plus Thermostats
9	VFDs for AH, RF, EF Tower	4	DDC Control Panels Tied To EBI
1	Duplex Control Air Compressor	1	Air Dryer
City Hall			
1	Trane Box Car - 60 Ton	1	7.5 Ton Split System Computer Room CU
1	Air Handler	1	Air Compressor and Accessories
1	Gas Heater	3	Electronic Damper Actuators for Server Rm
1	Bypass Static System	1	Air Drier & Auto Drain
2	SF & RF VFDs in Box Car	48	Duel Heating / Cooling VAVs
2	Exhaust Fan - Central Roof + Sump	1	DDC Control Panel
1	7.5 Ton Split System Computer Room CU	1	Council Chambers 12.5 Ton Package Unit
1	Breeze Way 3 Ton Package Unit	1	Council Chambers Ductless Split System
Yard			
1	60 Ton Cooling Tower	6	Heaters - Hanging Unit - FLEX ONLY
2	A/C Units Paint Bldg. - FLEX ONLY	1	Boiler 600,000 KBTU
1	Condenser Water Recirc Pump	1	Boiler Recirc Pump
1	5 HP VFD	1	Closed Loop Chemical
1	Recirc Pump Dom Water - FLEX ONLY	1	Tower Chemical
1	Dom Water Boiler - FLEX ONLY	14	Water Source Heat Pumps 1-5 Ton
2	Central Exhaust Fan System	2	PTAC Heat Pump Plum Whse- FLEX ONLY
1	5 Ton Unit - Sewer Bldg. - FLEX ONLY	1	Split System - Warehouse - FLEX ONLY
5	Bathroom and Gym Exhaust	2	Control Panels - Tied to EBI
Senior Ctr			
18	AC Units (Various Sizes) + T Stats	4	Exhaust Fans

Lynn House			
1	A/C Unit - Furnace	1	T6 Pro Thermostat - WIFI
Old PD			
1	Roof Top Gas Package Unit - Trane	1	Multi-Zn Control (Red Link) FLEX ONLY
Prewett - Community Center			
7	Fire Smoke Damper/Actuator-NOT FLS	1	Condensing Boiler / Controls
27	VAV Boxes-NOT THE JOHNSON CTRL	1	Pkg Unit HP Split Indoor
4	VAV Booster Re-Circulate Fans	1	B&G Primary Hot Water Circ. Pumps
27	VAV Reheat Valves and Actuators	1	A/C 2 -62 Ton McQuay Box Car
11	Exhaust Fans-NOT FIRE SUPPRESSION	1	A/C 1 - 90 Ton McQuay Box Car
1	A/C 4 Sanyo Ductless Split System	1	Cooling Tower
1	AC 3 Carrier Unit / Economizer / Srvr Rm	4	Compressors - A/C 2
1	Wessel Expansion Tank	1	Water Treat Heating and Cooling Water
1	Hot Water Loop Air Extractor / Air Vents	1	Water Treat Chemical
Prewett - Water Park			
8	York Packager Units	8	T7350/ T6 Thermostats
5	Exhaust Fans - FLEX ONLY	3	Dom Water Boiler - FLEX ONLY
2	Swamp Coolers	5	Dom Water Circ Pumps - FLEX ONLY
1	Refrigeration Unit-FLEX ONLY	2	Control Panel / Partial EBI Tie-In
5	Ductless Split Systems-FLEX ONLY		

1.2 Preventive Maintenance -- Each PM visit will be:

Preventive Maintenance activities will be planned considering manufacture recommendations and in accordance with HONEYWELL experience and standards for the "List of Covered Equipment". Each preventive call will be scheduled by a computer-generated service report detailing the tasks to perform. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER. If repair requirements on covered Equipment are identified during the service call, a corrective action plan will be discussed with CUSTOMER.

Customer Planned -- based on _____ visits not to exceed _____ hours per year.

1.3 Component Replacements -- HONEYWELL will maintain CUSTOMERS presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMERS'S system(s)

HONEYWELL will repair or replace serviceable components and parts found on the list of Covered Equipment which have been found by HONEYWELL to be defective or to have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain Customer's system. At Honeywell's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL. Automatic valve and damper maintenance and repair is included in this agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, or following 12 months of service, or at initial start-up, if any individual component(s) cannot, in the sole opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component(s) from the list of Covered Equipment with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Coverage - This Agreement includes all labor, travel, and living expenses to perform the inspection services described above for the Equipment. The costs of labor and travel for emergency service, or other parts and materials required for Equipment repairs not listed, are not included in this Agreement.

1.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site as prescribed in the emergency classifications below.

Emergency Response Classification

- Critical Emergency (4-hour response, or as otherwise agreed)
 - o Failures representing an immediate threat to life safety, property, or production
- Non-Critical Emergency (1-day response, or as otherwise agreed)
 - o Failures of an urgent nature – significantly impactful to CUSTOMERS business interests or productivity yet not of the immediacy of a critical emergency.
- Non-Emergency (Scheduled)
 - o Failure or repairs of a non-urgent nature, such as reporting, controls functionality etc. which can be mitigated or are not significantly impactful

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☒ Continuous Emergency Service:
24 hours per day, seven days per week, federal holidays included
- ☐ Extended Hours Emergency Service:
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ Regular Business Hours Emergency Service:
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.6 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.7 Honeywell Service Portal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12-month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

1.8 OPTIONAL 2 Year Extension

Yearly Pricing:

Year 4: Two Hundred Fifty Thousand, Four Hundred Twenty-Nine dollars (\$250,429)
(plus, applicable taxes).
(Mechanical Maintenance Contract \$170,429, Extra Work \$77,700, Yearly EBI PM and Updates \$2,300)

Year 5: Two Hundred Fifty-Three Thousand, Eight Hundred Thirty-Seven dollars (\$253,837)
(plus, applicable taxes).
(Mechanical Maintenance Contract \$173,837, Extra Work \$77,700, Yearly EBI PM and Updates \$2,300)

For a 2 Year Extension Total Not-to-Exceed Amount of \$504,266

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.


Accepted by:
HONEYWELL BUILDING SOLUTIONS
Name)

Signature:

Name:

Title:

Date:


PAUL NEWTON
ACCOUNT MANAGER
8-16-20

Signature:




CUSTOMER: (Customer's NameCustomer's

Signature:

Name:

Title:

Date:


Ron Bernal
City Manager
9/8/2020

Signature:

CUSTOMER: (Customer's Name)

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: (Customer's Name)

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential," or "Sensitive." The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. Honeywell may, during and after the term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

3.3 Notwithstanding the foregoing, Customer may disclose information as required by state law in response to a formal request pursuant to the California Public Records Act (Cal. Govt. Code §§ 6250-6276.48).

4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below.

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis. The policy shall be endorsed, using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, to state that the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the services or ongoing and complete operations performed by or on behalf of Honeywell.

(b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles. The policy shall be endorsed, using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, to state that the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the services or ongoing and complete operations performed by or on behalf of Honeywell.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Honeywell.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at <http://honeywell.com/site/insc/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site, or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

7. INDEMNITY

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

8. LABOR CODE PROVISIONS

8.1 Honeywell is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Honeywell agrees to fully comply with such Prevailing Wage Laws. Honeywell shall defend, indemnify and hold the Customer, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Honeywell and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and department of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

8.2 If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, Honeywell and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Honeywell shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. The Services performed under this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Honeywell's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

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

9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, indemnify and defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing, or if neither a) nor b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1 1/2%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 **Price Adjustment** Honeywell may annually adjust the amounts charged for the Services provided.

17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

13.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

13.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

ATTACHMENT "D"

**FIRST AMENDMENT TO
THE HONEYWELL BUILDING SOLUTIONS AGREEMENT
WITH THE CITY OF ANTIOCH FOR
HVAC MAINTENANCE SERVICES (AGREEMENT NO. 40098420)**

THIS FIRST AMENDMENT TO THE HONEYWELL BUILDING SOLUTIONS AGREEMENT FOR HVAC MAINTENANCE SERVICES (AGREEMENT NO. 400984420) is entered into as of this 26th day of July, 2022, by and between the CITY OF ANTIOCH, a municipal corporation with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and Honeywell Building Solutions (Honeywell), a California corporation with its principal place of business at 1099 Sneath Ln, San Bruno, CA 94066 ("**Contractor**").

R E C I T A L S

WHEREAS, on September 8, 2020, the City and Contractor entered into a Maintenance Services Agreement for the HVAC Maintenance Services ("**Agreement**") in the amount not to exceed \$790,700 for the original term of the agreement, ending on June 30, 2023; and

WHEREAS, the Agreement provides for HVAC Maintenance Services and Extra Misc. Work for the following City facilities: City Hall, RV Lot, Community Center (Parks & Recreation), Public Works Maintenance Service Center Police Department and the Marina, as detailed in Exhibit "A" of the Agreement and the attachments thereto; and

WHEREAS, the City would like to increase the extra work performed for an additional amount not to exceed \$54,339.02 for the second year of the Agreement, to cover outstanding bills for extra work and repairs performed on equipment not under contract in fiscal year 2021/22; and \$75,000 for any extra work performed for the final year of the agreement 2022/23, for a total not to exceed amount of \$129,339.02.

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

1. Year 2 of the Agreement, extra work, shall be increased from \$75,000 to \$129,339.02; Year 3 of the Agreement shall read as follows:

Year 3: Three Hundred Thirty-One Thousand, Nine Hundred Fifty-Eight Dollars (\$331,958), plus applicable taxes. (Mechanical Maintenance Contract \$167,088, Extra Work \$152,700, EBI Upgrade software and Hardware \$12,170).

2. The total compensation for Year 2 shall not exceed \$306,821.02, and the total for Year 3 shall not exceed \$331,958 for a total remainder contract amount of not to exceed \$638,779.02 without written approval of City's Deputy Public Works Director.
4. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

5. The recitals set forth above are true and correct and are incorporated into this First Amendment as if fully set forth herein.
6. This First Amendment shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
7. This First Amendment may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

ATTACHMENT "D"

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
THE HONEWELL BUILDING SOLUTIONS AGREEMENT
WITH THE CITY OF ANTIOCH FOR
HVAC MAINTENANCE SERVICES (AGREEMENT NO. 40098420)**

CITY OF ANTIOCH

Honeywell Building Solutions

By: _____
Cornelius Johnson
Interim City Manager

By: _____
Paul Newton, Account Manager

ATTEST:

Elizabeth Householder,
City Clerk of the City of Antioch

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Public Works Deputy Director

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

SUBJECT: Authorize City Manager to Approve Master Purchase Orders for Gates & Associates, C&J Favalora Trucking and WaterSavers Irrigation

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to approve a Master Purchase Order for the following Vendors:

1. Gates & Associates for an amount not to exceed \$100,000 per fiscal year while under contract.
2. C&J Favalora Trucking for an amount not to exceed \$200,000 per fiscal year while under contract.
3. WaterSavers Irrigation for an amount not to exceed \$100,000 per fiscal year

FISCAL IMPACT

Funding for these three Purchase Orders is included in the adopted biennial Fiscal Year 2021-2023 Water Fund Enterprise Budget and General Fund Budget.

DISCUSSION

The City of Antioch utilizes numerous vendors throughout the year for various services such as design work, trucking services and irrigation supplies. Many times, vendors are contracted under multiple contracts specific to a work division such as Water Distribution or Streets, however the actual work performed, or supplies ordered are the same.

The City of Antioch's Administrative memo #86 (modified) of May 24, 2018, under section 3.4 *Economical Approach* states that all procurements must be undertaken in a manner that will avoid acquisition of unnecessary or duplicative items. Therefore, while there may be multiple contracts per vendor due to the scope of work varying per work division, the services rendered, or materials needed often are the same.

To maintain services and material purchases at the current standard, it has been determined the above vendors should have Master Purchase Orders. The three vendors are as follows:

1. Gates and Associates – There are currently two (2) \$50,0000 contracts on file for design services. Both of these contracts were created using Section 5.3 of Administrative Memo #86 (modified) where vendors were solicited and the best value to the city was chosen;
2. C&J Favallora – There are currently two (2) contracts on file for various amounts for trucking services based off the lowest price provided to the City after utilizing section 4.2 and 4.4 of the Administrative Memo #86 (modified) procedure;
3. WaterSavers Irrigation – The vendor was selected using procurement procedure 4.2 of the Administrative Memo #86 (modified) where at least three written quotes were solicited and WaterSavers Irrigation was chosen as the lowest cost for the purchase of irrigation parts and materials.

Consolidation of multiple purchase orders under one master purchase order for each vendor listed above will streamline our procurement process in Public Works while also conforming with section 3.4 *Economical Approach* as outlined in Administrative Memo #86 by consolidating procurements across multiple divisions.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO APPROVE MASTER PURCHASE
ORDERS FOR GATES & ASSOCIATES (\$100,000), C&J FAVALORA TRUCKING
(\$200,000) AND WATERSAVERS IRRIGATION (\$100,000)**

WHEREAS, the City of Antioch utilizes numerous vendors throughout the year for various services such as design work, trucking and irrigation supplies; and

WHEREAS, multiple small contracts are usually created per department but for the same type of service or supply purchases; and

WHEREAS, the City of Antioch Administrative memo #86 (modified) prohibits multiple purchase orders with the same vendor for the same service and/ or supplies;

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

Authorizes the City Manager to approve Master Purchase Orders for the following Vendors:

1. Gates & Associates for an amount not to exceed \$100,000 per fiscal year while under contract.
2. C&J Favalora Trucking for an amount not to exceed \$200,000 per fiscal year while under contract.
3. WaterSavers Irrigation for an amount not to exceed \$100,000 per fiscal year for irrigation supplies as needed.

* * * * *

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 July 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 July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlton Thompson, Assistant City Engineer

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

SUBJECT: Rivertown Community Space; (P.W. 514-7)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a Consulting Services Agreement with RHAA for the Rivertown Community Space Project in the amount of \$350,000 in substantially the form attached as Exhibit "1" to the Resolution (Attachment "A"); and
2. Authorizing and directing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

The fiscal year 2022/23 Capital Improvements Budget, project 8008, has allocated \$350,000 in funding for the Rivertown Community Space Project ("Project") through the Park-In-Lieu Fund.

DISCUSSION

On April 20, 2022, City staff posted a request for qualifications on the City's website, informed various plan rooms and directly contacted thirteen (13) firms requesting qualifications for consulting services. The services span landscape, architectural and civil engineering expertise, community outreach, concept development, preparation of plans, specifications, and project estimates, as well as construction support for improvements to the former Antioch Lumber Company Yard that will transform the area into a family friendly public space.

On May 20, 2022, qualifications were received from two (2) consulting firms, RHAA of Mill Valley and RRM Design Group of San Leandro for the desired consulting services. Based on the content of the qualifications, RHAA was determined to be the most qualified firm to provide the services required for the Project.

RHAA's scope of work will be for tasks 1 through 3 of their proposal. A better-defined project cost estimate to allocate any additional resources and identify appropriate timing for construction will be determined after completion of these tasks.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CONSULTING SERVICES AGREEMENT WITH RHAA FOR THE
RIVERTOWN COMMUNITY SPACE PROJECT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT
P.W. 514-7

WHEREAS, the City has considered acquiring consulting services related to the Rivertown Community Space ("Project");

WHEREAS, on April 20, 2022, City staff posted a request for qualifications on the City's website, informed various plan rooms and directly contacted thirteen (13) firms requesting qualifications for consulting services to provide landscape architectural and civil engineering expertise to perform community outreach, develop concepts, prepare plans, specifications, and project estimates as well as provide construction support for improvements to the former Antioch Lumber Company Yard that will transform the area into a family friendly public space;

WHEREAS, on May 20, 2022, qualifications were received from two (2) consulting firms, RHAA of Mill Valley and RRM Design Group of San Leandro;

WHEREAS, the City selected RHAA and was determined to be the most qualified firm to provide the services required for the Project;

WHEREAS, RHAA's scope of work will be for tasks 1 through 3 of their proposal. A better-defined project cost estimate to allocate any additional resources and identify appropriate timing for construction will be determined after completion of these tasks;

WHEREAS, the City Council has considered approving the Consulting Services Agreement ("Agreement") with RHAA for a total amount of \$350,000; and

WHEREAS, the City Council has considered authorizing and directing the City Manager or his designee to execute the Agreement.

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

1. Approves an Agreement with RHAA in the amount of \$350,000 in substantially the form attached as Exhibit "1"; and
2. Authorizes and directs the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

* * * * *

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RESOLUTION NO. 2022/**

July 26, 2022

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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EXHIBIT "1"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND RHAA LANDSCAPE ARCHITECTURE + PLANNING FOR THE RIVERTOWN COMMUNITY SPACE P.W. 514-7

THIS AGREEMENT ("**Agreement**") is made and entered into this 26th day of July, 2022, ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and RHAA Landscape Architect + Planning with its principle place of business at 225 Miller Avenue, Mill Valley, CA 94941 ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

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

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

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

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

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

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Three hundred fifty dollars (\$350,000.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments

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specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

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

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

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

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

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

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

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near

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a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

SECTION 6. STATUS OF CONSULTANT.

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

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

SECTION 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a

determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

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

SECTION 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

SECTION 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

Nathan Lozier, Vice President
RHAA Landscape Architecture & Planning
225 Miller Avenue
Mill Valley, CA 94941

Any written notice to City shall be sent to:

Capital Improvements
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City of Antioch
P. O. Box 5007

Antioch, CA 94531-5007
Attn: City Attorney

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

CITY:

CITY OF ANTIOCH

Cornelius H. Johnson, Interim City Manager

Attest:

Elizabeth Householder, City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

RHAA LANDSCAPE ARCHITECTURE & PLANNING

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

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EXHIBIT "A"



FEE SUMMARY BASE SCOPE

		rhaa Landscape Architecture	Bellecci & Associates Civil Engineer	Miller Pacific Geotech Engineer	Ware & Associates Architect / Structural Engineer	OMM Lighting / Electrical Engineer	LSA Environ- mental / CEQA	JR Conkey Cost Estimator	Subtotal
TASK 1	PROJECT KICK-OFF, BACKGROUND, AND OPPORTUNITIES	\$ 10,920	\$ 9,264	\$ 8,400	\$ 4,400	\$ 1,800	\$ -	\$ -	\$ 34,784
TASK 2	CONCEPTUAL DESIGN AND COMMUNITY ENGAGEMENT	\$ 68,700	\$ 6,844	\$ -	\$ 49,000	\$ -	\$ 39,120	\$ 1,800	\$ 165,464
TASK 3	DESIGN DEVELOPMENT (35%)	\$ 47,450	\$ 20,404	\$ -	\$ 71,400	\$ 9,080	\$ -	\$ 1,200	\$ 149,534
TASK 4	CONSTRUCTION DOCUMENTS (75%, 95%, 100%)	\$ 93,980	\$ 26,772	\$ -	\$ 177,980	\$ 12,320	\$ -	\$ 3,600	\$ 314,652
TASK 5	BID SUPPORT	\$ 10,930	\$ 924	\$ 2,500	\$ 4,220	\$ 1,070	\$ -	\$ -	\$ 19,644
TASK 6	CONSTRUCTION ADMINISTRATION	\$ 64,850	\$ 8,224	\$ -	\$ 78,580	\$ 6,260	\$ -	\$ -	\$ 157,914
Labor Subtotals Base Scope		\$ 296,830	\$ 72,432	\$ 10,900	\$ 385,580	\$ 30,530	\$ 39,120	\$ 6,600	\$ 841,992
Estimated Reimbursable Expenses		\$ 5,937	\$ 1,449	\$ 218	\$ 7,712	\$ 611	\$ 650	\$ 132	\$ 16,707
Total Labor		\$ 841,992							
Sub-Consultant Markup (5% of labor)		\$ 27,258							
Total Reimbursable Expenses		\$ 16,707							
Total Base Fee		\$ 885,958							

OPTIONAL SCOPE

Bellecci &
Associates
Civil
Engineer

TASK OS-1	SWPP prepared by Design Team (instead of contractor)	\$5,490
TASK OS-2	Earthwork Calcs	\$2,250
TASK OS-3	Offsite Allowance (curb ramp or sidewalk repair)	\$10,868

Assumptions

- The scope of work is limited to the tasks and consultants listed.
- Additional meetings not listed will be billed as time and materials.
- Submittals consist of one full size set and one electronic set.
- Fees are based on project schedule as shown. Project delays will be considered extra services.
- Additional submittals will be billed as time and materials.
- Significant changes to the approved Concept Design will be considered extra services.
- This is only an estimate and does not necessarily constitute the work we will be required to perform.

Exclusions

- Water feature.
- Arborist.

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Antioch Rivertown Community Space

City of Antioch

July 14, 2022

RHAA FEE SUMMARY

TASK 1	PROJECT KICK-OFF, BACKGROUND, AND OPPORTUNITIES	\$10,920
TASK 2	CONCEPTUAL DESIGN AND COMMUNITY ENGAGEMENT	\$68,700
TASK 3	DESIGN DEVELOPMENT (35%)	\$47,450
TASK 4	CONSTRUCTION DOCUMENTS (75%, 95%, 100%)	\$93,980
TASK 5	BID SUPPORT	\$10,930
TASK 6	CONSTRUCTION ADMINISTRATION	\$64,850

Total Proposed Fee Labor Base Scope \$296,830

Estimated reimbursable expenses \$5,937

Printing and plotting for submittals, travel

RHAA				
	Principal	Project Manager	Designer	Total Hours
2022 RATES	\$255	\$185	\$140	
2023 RATES	\$265	\$190	\$145	

TASK 1 PROJECT KICK-OFF, BACKGROUND, AND OPPORTUNITIES (8 WEEKS)

2022

1.1 CITY STAFF MEETING 1: Kick-off meeting with City staff / project understanding / Site visit	6	6	6	
1.2 Review of Existing Documents	1	2		
1.3 Site Topographic Survey		1		
1.4 Geotechnical Report	1	1		
1.5 Utility Conditions		1		
1.6 Base Map		1	2	
1.7 Site Analysis	1	2	2	
1.8 Environmental documentation	1	1		
1.9 STAKEHOLDER INTERVIEWS	4	4		
1.10 Precedents and Initial Opportunities	2	4	4	
1.11 Project management and coordination	1	2		
Hours	17	25	14	56
Fees	\$ 4,335	\$ 4,625	\$ 1,960	
Total Task 1	\$ 10,920			

TASK 2 CONCEPT DESIGN (16 WEEKS)

2022

2.1 Prepare Round 1 Engagement Materials	8	20	20	
2.2 CITY STAFF MEETING 2	2	2	2	
2.3 COMMUNITY WORKSHOP 1	8	12	20	
2.4 CITY STAFF MEETING 3	2	2	2	
2.5 (3) Initial Design Concepts	12	24	24	
2.6 Prepare (3) Revised Concept Alternatives for Community Review	6	12	24	
2.7 CITY STAFF MEETING 4	2	2	2	
2.8 COMMUNITY WORKSHOP 2	8	20	20	
2.9 CITY STAFF MEETING 5	2	2	2	
2.10 Preferred Plan	8	20	24	
2.11 Community Engagement Summaries	2	2	2	
2.12 CITY STAFF MEETING 6	2	2	2	
2.13 PUBLIC MEETING 1 : Park Commission	8	8	8	
2.14 PUBLIC MEETING 2: City Council	8	8	8	
2.15 Project Management / internal QA/QC	2	4		
Hours	80	140	160	380
Fees	\$ 20,400	\$ 25,900	\$ 22,400	
Total Task 2	\$ 68,700			

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TASK 3 DESIGN DEVELOPMENT 35% (4 WEEKS)		2023			
3.1	Prepare Illustrative Design Development including				
a	Illustrative site plan	2	4	8	
b	Illustrative site sections (2)	2	4	8	
c	Illustrative perspective renderings (2)	2	4	16	
3.2	Prepare Technical Design Development documents (35% CD), including				
a	Site plan including locations of all structures and hardscape	6	20	20	
b	Elevations of structures	2	4	16	
c	Proposed materials palette including all finishes, plantings, etc.	6	8	12	
d	Proposed grades and contour lines denoting drainage facilities	6	20	20	
e	Proposed lighting plan with proposed fixtures	2	20	8	
3.3	DD Cost Estimate	2	8		
3.4	CITY STAFF MEETING 7	2	2	2	
3.5	Project Management / coordination / internal QA/QC	8	16		
	Hours	40	110	110	260
	Fees	\$ 10,600	\$ 20,900	\$ 15,950	
	Total Task 3	\$ 47,450			

TASK 4 CONSTRUCTION DOCUMENTS (12 WEEKS)		2023			
4.1	Prepare 75% Construction Documents				
a	Final Site Plan				
	Title Sheet		2	6	
	Notes and Abbreviations		2	8	
	Existing Site Conditions		2	16	
	Demolition Plans		2	24	
	Tree Preservation Plans		2	16	
	Layout/Construction Plans	2	4	24	
b	Irrigation Plan and details	8	8	24	
c	Planting Plan and details	8	8	32	
d	Lighting and Electrical Plan		8		
e	Utility Plan (including drainage)				
	Staging Plans		4		
	Stormwater Control Plans		4		
	Utilities plan		4		
	Drainage Plans		6		
	Grading Plans (prepared by civil, coordinated with landscape)		6	20	
f	Structure Designs and Details				
g	Details as required (construction details)	8	16	40	
h	Draft technical specifications	4	16		
4.2	75% Cost estimate with Bid items	2	8	16	
4.3	CITY STAFF MEETING 8	2	2	2	
4.4	Prepare 95% Construction Documents	4	16	30	
4.5	95% Cost Estimate with Bid items	2	4		
4.6	Prepare 100% Construction Documents	4	16	30	
4.7	Project Management / coordination / internal QA/QC	24	40		
	Hours	68	180	288	536
	Fees	\$ 18,020	\$ 34,200	\$ 41,760	
	Total Task 4	\$ 93,980			

TASK 5 PROVIDE BID SUPPORT AS REQUESTED / BID APPROVAL (5 WEEKS)		2023			
5.1	Bid Phase Support		6	8	
5.2	CITY STAFF MEETING 9 - PRE-BID MEETING	2	2	2	
5.3	Respond to RFIS from prospective bidders	1	8	8	
5.4	Prepare Addenda	1	8	16	
5.5	Project Management / coordination		2		
	Hours	4	26	34	64
	Fees	\$ 1,060	\$ 4,940	\$ 4,930	
	TOTAL TASK 5	\$ 10,930			

TASK 6 CONSTRUCTION ADMINISTRATION (18 MONTHS)		2024			
6.1	CITY STAFF MEETING 10: Pre-Construction Meeting	4	4		
6.2	Respond to RFIs	2	8	16	
6.3	Review Submittals	4	32	20	
6.4	Prepare Bulletins as needed		12	24	
6.5	CONSTRUCTION PROGRESS SITE VISITS (8)	16	64	32	
6.6	Final Punchlist and report		8	8	
6.7	Punchlist backcheck and report		8	8	
6.8	Project Management / coordination / internal QA/QC	24	44	12	
	Hours	50	180	120	350
	Fees	\$ 13,250	\$ 34,200	\$ 17,400	
	TOTAL TASK 6	\$ 64,850			

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**PROPOSAL TO RHAA
"RIVERTOWN COMMUNITY SPACE"**

by Bellecci & Associates May 12, 2022
CIVIL ENGINEERING & LAND SURVEYING

Fee Estimate



#	TASKS DESCRIPTION	\$228	\$196	\$180	\$168	\$150	\$192	\$312	\$750	Total Hours	Total Task Cost
		Prin Eng I / PM	Prof Eng II	Design Eng III / Senior Proj Eng	Design Eng I / Proj Eng	Assist Eng I	Survey Coordinator	2- Man Crew	Earthwork Alw		
1	Topographic Survey - Base Mapping	0	0	0	0	8	16	16	0	40	\$9,264
2	Preliminary engineering	1	16	10	10	0	0	0	0	37	\$6,844
3	PS&E Phase										
	3.1 - 65% PS&E	4	16	26	32	42	0	0	0	120	\$20,404
	3.2 - 100% PS&E	4	16	20	22	24	0	0	0	86	\$14,944
	3.3 - Bid PS&E	4	4	3.5	16	16	8	0	0	51.5	\$8,950
	3.4 - Sediment Control Plan	0.5	1	2	6	8	0	0	0	17.5	\$2,878
Totals=		13.5	53	61.5	86	98	24	16	0	352	\$63,300

OPTIONAL SERVICES

1	Earthwork Calcs (by outside company)	0	0	0	0	0	0	0	3	3	\$2,250
2	SWPPP prepared by Design Team (not by Contractor)	0	0	18	0	0	0	0	3	21	\$5,490
3	Offsite Allowance (curb ramp or sidewalk repair	1	8	8	24	24	0	0	0	65	\$10,868
4	Bid Support	1	0	2	2	0	0	0	0	5	\$924
5	Construction Support (T&M Alw)	4	4	8	16	16	0	0	0	48	\$8,224

NOTE: Breakdown of hours shown is for estimating purposes only. Distribution of hours will vary. Budget assumes lump sum bid.

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July 14, 2022
File: 22-12332pro.doc

RHAA
225 Miller Avenue
Mill Valley, California 94941

Attn: Mr. Jimmy Chan

Re: Proposal for Geotechnical Investigation
Antioch Rivertown Improvements
Antioch, California

Introduction

Based on our discussions with you, we are pleased to propose our geotechnical engineering services for the planned community open space project, Antioch Rivertown, located in Antioch, California. We understand the project details are unknown at this time, but will likely include typical park improvements, i.e., bathroom structures, play structures, pedestrian pathways, lighting, etc.

Scope of Services

We customarily provide our services in phases to match project development. Based on our experience with similar projects we propose the following three phases of work:

Phase 1 – Geotechnical Investigation

Prior to our subsurface exploration we will contact Underground Service Alert (USA) to locate any public utilities that may traverse the site. Our subsurface exploration will consist of 3 to 4-soil borings excavated with hydraulically powered drilling equipment, performed over a one-day period. We anticipate the borings will extend between 10 and 20 feet below the existing ground surface or at least 5-feet into firm materials/refusal. During our exploration, we will collect select soil samples for laboratory testing that will include moisture content; dry density; R-Value; plasticity index; expansion index; and lime proportion (if necessary).

We will summarize the results of our subsurface exploration in a geotechnical investigation report to support in the foundation design and construction of the proposed improvements. Our report will include a summary of the existing subsurface conditions; a summary of the pertinent geologic hazards (i.e., seismic shaking, liquefaction, cyclic softening, settlement, flooding, etc.) and associated mitigation measures; site grading recommendations; and asphalt pavement design. The report will also include a site plan showing our approximate boring locations, boring logs, and laboratory test results.

Phase 2 – Project Consultation During the Bidding Process

We will provide geotechnical consultation during the development project plan development. We will perform a geotechnical plan review to confirm our geotechnical recommendations have been incorporated into the plans and summarize the results in a brief letter. We will also be available to attend a design team meeting if required to discuss the project.

RHAA
Page 2

July 14, 2022

We will provide on-call consultation during the bidding phase of the project to address any geotechnical pertinent RFI's. Additionally, we will be available to attend meetings with bidding contractors to address any concerns they may have prior to submitting bids.

Phase 3 – Construction Observation & Testing Services

During construction, we should provide engineering consultation, field inspection and material testing which typically includes the following:

- Submittal review and response.
- Laboratory testing of onsite soils and imported aggregate baserock.
- Compaction and proof-rolling of subgrades.
- Utility trench excavations and compaction of backfill.

We will perform this work on an intermittent basis sufficient for us to form an opinion as to whether the contractor has performed the work in general accordance with the geotechnical portions of the plans and specifications, and our geotechnical recommendations. The results of our construction services will be summarized in a brief letter report upon completion of the project.

Schedule and Fee

We propose our services per the terms on the attached Agreement and Schedule of Charges and the following fee arrangements:

Phase 1 – Geotechnical Investigation..... Fixed Fee, \$8,400

Phase 2 – Project Consultation During the Bidding Process Time & Expense Est, \$2,500

Phase 3 – Construction Observation and Testing Time & Expense TBD

Budget to be determined when the project details are known.

We are pleased to have the opportunity to provide our services on this project and are prepared to begin work upon your authorization. When you wish us to proceed, please return one signed copy of the attached Agreement. Please do not hesitate to contact us with any questions or concerns.

Very truly yours,
MILLER PACIFIC ENGINEERING GROUP



Benjamin S. Pappas
Geotechnical Engineer No. 2786
(Expires 9/30/22)

Attachments: Agreement and Schedule of Charges

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AGREEMENT FOR PROFESSIONAL ENGINEERING AND TESTING SERVICES

This AGREEMENT is made between MILLER PACIFIC ENGINEERING GROUP ("MPEG"), a California Corporation, and the CLIENT to provide Professional Engineering and Testing Services with respect to the PROJECT, with the following GENERAL CONDITIONS and for the FEE as described below and on the attached pages.

- 1.0 **CLIENT NAME:** RHAA
Attn: Mr. Jimmy Chan
- ADDRESS: 225 Miller Avenue
Mill Valley, California 94941
- CLIENT #: PW2022-12332
- 2.0 **PROJECT:** Antioch Rivertown Improvements
- LOCATION: Antioch, California
- 3.0 **SCOPE OF SERVICES:** Geotechnical Engineering Services as outlined in our proposal letter dated July 14, 2022:
- Phase 1 – Geotechnical Investigation
Phase 2 – Project Consultation During the Bidding Process
Phase 3 – Construction Observation & Testing
- 4.0 **FEE:**
- | | |
|---|---------|
| Phase 1 – Fixed Fee..... | \$8,400 |
| Phase 2 – Time & Expense Estimate..... | \$2,500 |
| Phase 3 – Time & Expense Estimate | TBD |
- (Budget to be determined when the project details are known.)

DATE: 07/14/2022 FOR MPEG: 
Benjamin Pappas, Geotechnical Engineer No. 2786

CLIENT PHONE: _____ CLIENT EMAIL: _____

DATE: _____ FOR CLIENT: _____

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE PROPOSAL DATE.

GENERAL CONDITIONS

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which MPEG is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by MPEG as set forth in this Agreement, the Scope of Services, and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment, and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

MPEG will perform the scope of Services per Page 1 of the agreement.

2.1. Changes in Scope. If MPEG provides Client with a written confirmation of a change in the Scope of Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by MPEG on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the Scope of Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. MPEG will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. MPEG's Services under this Agreement include only those Services specified in the Scope of Services.

2.3.1. General. Client expressly waives any claim against MPEG resulting from its failure to perform recommended additional Services that Client has not authorized MPEG to perform, and any claim that MPEG

failed to perform services that Client instructs MPEG not to perform.

2.3.2. Biological Pollutants. MPEG's Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts.

MPEG's Scope of Services will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that MPEG has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless MPEG from all claims by any third party concerning Biological Pollutants, except for damages caused by MPEG's sole negligence.

3. PAYMENTS TO MPEG

3.1. Basic Services. MPEG will perform the Services set forth per the Scope of Services for the Fee and per the Schedule of Charges shown on Page 1 and Page 8 of this Agreement.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached Scope of Services, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. MPEG will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by MPEG. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that MPEG shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay MPEG at the rates set forth in the Schedule of Charges.

3.4.1. Changes to Rates. Client and MPEG agree that the Schedule of Charges is subject to periodic review and amendment, as appropriate to reflect MPEG's current fee structure. Unless Client objects in writing to the proposed amended fee structure within 30 days of invoice, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure within 30 days, and MPEG and Client cannot agree upon a new fee structure within 30 days after notice, MPEG may terminate this Agreement and be

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compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs MPEG in writing that prevailing wage regulations cover the Project and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless MPEG from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. MPEG offers different levels of Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Services and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, MPEG will endeavor to perform its Services consistent with that level of care and skill ordinarily exercised by other professional practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of MPEG's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by MPEG and that MPEG does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If MPEG's Scope of Services includes observation and/or testing during the course of construction, the following conditions apply.

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. MPEG will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the Scope of Services or, if not specified in the Scope of Services at intervals as MPEG deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, MPEG may inform Client of the progress of the geotechnical aspects of the Work. Client understands that MPEG may not be on site continuously; and, unless expressly agreed otherwise, MPEG will not observe all of the Work.

6.1.2. Contractor's Performance. MPEG does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of MPEG's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can MPEG be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of MPEG.

6.1.3. Contractor's Responsibilities. MPEG will not supervise, direct or have control over the Work nor will MPEG have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, MPEG may provide Client with a written report summarizing the tests and observations, if any, made by MPEG.

6.2. Review of Contractor's Submittals. If included in the Scope of Work, MPEG will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. MPEG will review such submittals solely for general conformance with MPEG's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by MPEG on finished Work or Work in progress are taken intermittently and indicates the general acceptability of the Work on a statistical basis. MPEG's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in

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accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with MPEG in any manner necessary and within its ability to facilitate MPEG's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for MPEG to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. MPEG will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that MPEG's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply MPEG with all information and documents in Client's possession or knowledge which are relevant to MPEG's Services. Client warrants the accuracy of any information supplied by it to MPEG, and acknowledges that MPEG is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify MPEG of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to MPEG the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by MPEG to any such structure or utility not so designated. MPEG is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to MPEG.

8. CHANGED CONDITIONS

If MPEG discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), MPEG will notify Client in writing of the Changed Conditions. Client and MPEG agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If MPEG and

Client cannot agree upon amended terms and conditions within 30 days after notice, MPEG may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that MPEG's Services under this Agreement are limited to geotechnical investigation and that MPEG has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that MPEG execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) MPEG believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) MPEG believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) MPEG has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by MPEG is limited to an expression of professional opinion based upon the Services performed by MPEG, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of MPEG, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees, and agents (collectively "MPEG Entities"), to Client arising from Services under this Agreement, including any indemnity obligation, defense costs, damages and attorney's fees due under this Agreement, will not exceed the gross compensation received by MPEG under this Agreement or \$50,000, whichever is greater, provided that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions for errors or omissions in MPEG's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Client and Engineer agree that this negotiated clause was expressly and agreed upon. Upon Client's written request, MPEG and Client may agree to modify the limitation in exchange for negotiated scope or MPEG's fee, provided they amend this Agreement in writing as provided in Section 20.

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11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, including Section 11.1, MPEG agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by MPEG's negligent performance of its Services under this Agreement. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Engineer.

11.2.2. Indemnification of MPEG. Client will indemnify and hold harmless MPEG Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by MPEG's sole negligence, Client expressly agrees to defend, indemnify and hold harmless MPEG Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor MPEG will be liable to the other for any special, consequential, incidental, or penal losses or damages including but not limited to losses, damages, or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If MPEG provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. MPEG's Insurance. MPEG will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation / Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. MPEG maintains Professional Liability Insurance for our own benefit.

12.2. Contractor's Insurance. Client or Project Owner will require owner's Contractor, subcontractors and consultants to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above.

12.3. Certificates of Insurance. Upon request, MPEG and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. MPEG will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. MPEG's Documents. Unless otherwise agreed in writing, all documents and information prepared by MPEG or obtained by MPEG from any third party in connection with the performance of Services, including, but not limited to, MPEG's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of MPEG. MPEG has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by MPEG are solely for use by Client and will not be provided by either party to any other person or entity without MPEG's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by MPEG. MPEG retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

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13.4. Electronic Media. MPEG may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by MPEG in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, MPEG's electronic Documents and media will conform to MPEG's standards. MPEG will provide any requested electronic Documents for a 30-day acceptance period, and MPEG will correct any defects reported by Client to MPEG during this period. MPEG makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely and Client will not represent to any other party that it may rely on Documents without MPEG's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without MPEG's express prior written consent. Client waives any and all claims against MPEG resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through client. Client will defend, indemnify and hold harmless MPEG from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without MPEG's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If MPEG provides laboratory testing or analytic Services, MPEG will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by MPEG, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

MPEG will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. MPEG may subcontract for the services of others without obtaining Client's consent if MPEG deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by MPEG. MPEG may terminate this Agreement if Client suspends MPEG's Services for more than 60 days and Client will pay MPEG as set forth under Section 18, "Termination." If Client suspends MPEG's Services, or if Client or others delay MPEG's Services, Client and MPEG agree to equitably adjust: (1) the time for completion of the Services; and (2) MPEG's compensation in accordance with MPEG's then current Schedule of Charges for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by MPEG for demobilization and subsequent remobilization.

17.2. Liability. MPEG is not liable to Client for any failure to perform or delay in performance due to circumstances beyond MPEG's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. MPEG and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for MPEG's material breach of this Agreement, Client will pay MPEG for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in

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accordance with MPEG's then current Schedule of Charges.

19. DISPUTES

19.1. Mediation. All disputes between MPEG and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of MPEG's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions

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MILLER PACIFIC ENGINEERING GROUP
a California corporation

SCHEDULE OF CHARGES
PROFESSIONAL ENGINEERING AND TESTING SERVICES

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Project Assistant/Word Processor	\$85
Engineering Technician	\$120
Senior Technician	\$130
Prevailing Wage	\$150
Staff Engineer/Geologist	\$150
Project Engineer/Geologist	\$170
Senior Engineer/Geologist	\$200
Associate Engineer/Geologist	\$230
Principal Engineer/Geologist	\$260

In-house Laboratory Testing

(Will be charged at the hourly rate above unless otherwise noted in the Agreement and Proposal)

Modified 4 in. Compaction Curve/Checkpoint	ASTM D 1557	\$300/\$125
California Impact	Cal. 216	\$350
Sieve Analysis	ASTM D 422	\$150
Sieve Analysis (w-200 wash)	ASTM D 1140	\$150
Atterberg Limits	ASTM D 4318	\$250
Moisture Content/Density	ASTM D 2937	\$40
Unconfined Compression	ASTM D 2166	\$80
Hydrometer	ASTM D4829	\$250
Rush Testing	Add 50% to the Total of all Laboratory Testing	

Other Inside Charges

Mileage	\$0.80 per mile
Vehicle (Field)	\$9 per hour
Nuclear Density Gauge	\$8 per test
Inclinometer	\$160 per day / \$90 per half day
Laser Level/Floor Level	\$25 per day
Sampling Equipment	\$50 per day / \$30 half day

Outside Services Cost + 20%

Includes exploration equipment, instrumentation, in-situ monitoring, outside/specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.

***NOTES:**

- Field site visits and travel time are normal hourly rates, portal to portal.
- Overtime – Weekday add \$35
Overtime – Weekend/Holiday/Night add \$45*
*(4- and 8-hour minimums)
- Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are \$520 per hour for Principal; \$460 per hour for Associate; and \$410 per hour for Senior. All other personnel are \$305 per hour. These fees are due and payable at the time of service.
- Schedule of charges is effective as of March 2022. It is subject to revision annually and at other times without notice.

ANTIOCH RIVERTOWN COMMUNITY SPACE
LEVEL OF EFFORT PROPOSAL



Architectural and Structural Design for

Custom Restrooms	950,000
Large Shelter	1,200,000
Amphitheatre	1,000,000
Miscellaneous landscape elements	250,000

Assumed ROM Hard Const Costs

WARE A+E									
		hrs	Architect	hrs	Engineer	hrs	Designer	hrs	Drafting
			\$ 200		\$ 200		\$ 160		\$ 135
Sub-Total									
TASK A SITE DATA COLLECTION									
2 MONTHS									
MEETING: Kick-off Meeting									
1. Meet with City staff and visit the project site to gain a complete understanding of the existing conditions and needs for preparing the preliminary and final plans and specifications for the project.	WA	4	\$ 800	4	\$ 800				\$ 1,600
2. Assist the City in completing the Environmental documentation	RHAA								
3. Survey Report	RHAA								
4. Geotechnical Report	RHAA								
5. Drainage Report	RHAA								
6. Coordination with utilities companies	RHAA								
(1) Design Team Coordination Meeting	WA	3	\$ 600	3	\$ 600				\$ 1,200
Research Code Issues & Coordinate w/ Fire Dept.									
Review Survey, Geotech and Drainage Report	WA	4	\$ 800	4	\$ 800				\$ 1,600
Sub-Total		11		11		-		-	\$ 4,400
TASK B CONCEPT DESIGN									
4 MONTHS									
7. Develop 3 concept (Restroom & Large Shelter) designs for review with City	WA	54	\$ 10,800	40	\$ 8,000	80	\$ 12,800	120	\$ 16,200
Community Outreach - allow 2 workshops, 1 community meeting,									
8. Assist City, prepare materials for public release	RHAA								
(1) Design Team Meeting	WA	3	\$ 600	3	\$ 600				\$ 1,200
Sub-Total		75		61		80		120	\$ 49,000
TASK C 35% DESIGN									
6 WEEKS									
1. Site plan indicating locations of all structures including hardscape	RHAA								\$ -
2. Elevations of structures	WA	80	\$ 16,000	40	\$ 8,000	96	\$ 15,360	144	\$ 19,440
3. Proposed materials palette including all finishes, plantings, etc.	WA	4	\$ 800			12	\$ 1,920		\$ 2,720
4. Proposed grades and contour lines denoting drainage facilities	RHAA								
5. Proposed lighting plan with proposed fixtures	RHAA								
6. Topographic Survey	RHAA								
7. Geotechnical Report	RHAA								
8. Drainage Report	RHAA								
9. Cost Estimate (BY OTHERS)	RHAA								
10. Design/Construction Schedule Update	RHAA								
Submit 3 hard copies plus electronic copy to City at least 5 calendar									
11. days prior to design review meeting.	RHAA								
Prepare for and attend 35% design review meeting. Agenda to include at least the following:									
i. Identification of any design difficulties or issues affecting implementing the design concept. Provide alternatives including cost impacts.									
ii. Design decisions which need to be made by the City and timetable for such decisions.									
12. iii. Suggested modifications of the design concept with reasoning and After receipt of 35% review comments, proceed to 75% design.	WA	8	\$ 1,600	8	\$ 1,600	8	\$ 1,280	8	\$ 1,080
13. Allow 15 calendar days in schedule for this review.									
(3) Design Team Coordination Meetings	CITY								
	WA	12	\$ 2,400			12	\$ 1,920		\$ 4,320
Sub-Total		251		167		288		392	\$ 71,400

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ANTIOCH RIVERTOWN COMMUNITY SPACE
LEVEL OF EFFORT PROPOSAL

WARE

WARE A+E									
	hrs	Architect \$ 200	hrs	Engineer \$ 200	hrs	Designer \$ 160	hrs	Drafting \$ 135	Sub-Total
TASK D 85% DESIGN 6 WEEKS									
1 Final Site Plan									
2 Irrigation Plan (included flow requirements and pipe sizing)									
3 Planting Plan									
4 Lighting and Electrical Plan									
5 Utility Plan (including drainage)									
6 Structure Designs and Details									
7 Details are required.									
Detailed Estimate with Bid Items (included breakdowns for all lump									
8 sum items) (BY OTHERS)									
Draft technical specifications (Section 700 of Contract Documents) in									
9 CSI format.									
10 Design/Construction schedule update									
Submit Permit Set (3 hard copies plus electronic copy) to City at									
11 least 5 calendar days prior to design review meeting.									
Prepare for and attend 85% design review meeting. Agenda to									
include at least the following:									
iv. Identification of any outstanding or unresolved design issues									
including cost related issues.									
v. Decisions which need to be made by the City and timetable for									
12 such decisions.									
After receipt of 85% review comments, proceed to 95% design.									
Allow 15 calendar days in schedule for this review.									
(3) Design Team Coordinatoin Meetings									
Sub-Total	132		122		244		256		\$ 124,400
TASK E 95% DESIGN 3 WEEKS									
1 Completed plans incorporating all 85% review comments.									
2 Complete bid package (sample contract will be provided by City)									
including all funding requirements and incorporating 85% review									
comments									
3 Updated Cost Estimate									
4 Project Bidding and Construction Schedule									
5 Allow 5 working day review by City									
(2) Design Team Coordination Meetings									
Sub-Total	28		28		40		80		\$ 28,400
TASK F 100% DESIGN 3 WEEKS									
Plans including 3 full size hard copies, full set of electronic files in									
.dwg and .pdf formats with appropriate signatures. The following									
registered professional seals shall be provided on both the plans and									
special provisions									
vi. Civil Engineer for Sitework and Structures									
vii. Structural Engineer (if required)									
viii. Geotechnical Engineer (for building foundations)									
1 ix. Landscape Architect									
Notice to Bidders and Special Provisions including 2 stamped hard									
2 copies and electronic copies in Word and .pdf formats.									
Cost estimate (BY OTHERS) in Excel and .pdf formats. Provide									
3 copies of all quantity takeoff sheets									
Review Cost Estimate									
4 Electronic copies (if not already provided) of all reports indicated herein.									
(1) Design Team Coordination Meeting									
Sub-Total	27		43		26		52		\$ 25,180

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ANTIOCH RIVERTOWN COMMUNITY SPACE
LEVEL OF EFFORT PROPOSAL

WARE

WARE A+E											
		hrs	Architect	hrs	Engineer	hrs	Designer	hrs	Drafting	Sub-Total	
			\$ 200		\$ 200		\$ 160		\$ 135		
TASK G BID SUPPORT		5 WEEKS									
	Review Bid Forms, Bidding Process and Final Bids	WA	2	\$ 400	2	\$ 400				\$ 400	
	Attend Pre-Bid Meeting	WA	4	\$ 800	4	\$ 800				\$ 800	
	Respond to Questions from Bidders, Vendors, and Subcontractors	WA	4	\$ 800	4	\$ 800	4	\$ 640		\$ 1,440	
	Prepare Addenda as Needed	WA	2	\$ 400	2	\$ 400	4	\$ 640	4	\$ 540	\$ 1,580
	Sub-Total		12		12		8		4		\$ 4,220
TASK H CONSTRUCTION ADMINISTRATION		18 MONTHS									
	Attend Pre-Construction Meeting [1]	WA	4	\$ 800	4	\$ 800				\$ 1,600	
	Virtual CA Coordination Meetings (Monthly, 18 Allowed)	WA	18	\$ 3,600	18	\$ 3,600				\$ 7,200	
	Requested Construction Observation (Monthly, 12 Allowed)	WA	36	\$ 7,200	36	\$ 7,200				\$ 14,400	
	RFI Responses (36 Allowed)	WA	36	\$ 7,200	18	\$ 3,600	18	\$ 2,880		\$ 13,680	
	Preparation of Change Orders , Construction Change Directives and ASI's as needed	WA	8	\$ 1,600	8	\$ 1,600				\$ 3,200	
	Reviewing Submittals, Samples, Shop Drawings & Quality Control Tests	WA	40	\$ 8,000	40	\$ 8,000	80	\$ 12,800	60	\$ 8,100	\$ 36,900
	Review of Substantial Completion and Contractor Punch List	WA	4	\$ 800	4	\$ 800				\$ 1,600	
	Sub-Total		146		128		98		60		\$ 78,580
TOTALS			HRS			HRS			HRS		FEE
TOTAL DESIGN PHASE			422			128			572		\$ 302,780
A+E COST ESTIMATING SERVICES BY OTHERS (ESTMATED ALLOWANCE)											\$ 36,000
ESTIMATED REIMBURSABLE EXPENSES											\$ 7,500
TOTAL CONSTRUCTION ADMINISTRATION PHASE			146			140			98		\$ 82,800

Antioch RFQ - 5/18/22

O'Mahony & Myer (Electrical / Lighting)		Principal \$225	Engineer \$155	Designer \$135	CAD \$115	Admin \$100	
Task A	Data Collection (site review)	8					\$1,800
Task B	Concept Design (no OMM work)						\$0
Task C	35% Design (Electrical / Lighting)	16	16	12	12		\$9,080
Task D	85% Design (Electrical / Lighting)	8	16	12	12		\$7,280
Task E	95% Design (Electrical / Lighting)	4	4	4	4		\$2,520
Task F	100% Design (Electrical / Lighting)	4	4	4	4		\$2,520
Task G	Bid Support	2	4				\$1,070
Task H	Construction Services	12	16	8			<u>\$6,260</u>
Hours:		54	60	40	32	0	\$30,530

Scope includes new electric service, site lighting design, electrical design, as well as site visits and meetings in each phase.

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CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

MEMORANDUM

DATE: May 17, 2022

To: Nathan Lozier, RHAA
Jimmy Chan, RHAA

FROM: Shanna Guiler, AICP Associate/Environmental Planner

SUBJECT: LSA Scope of Work and Cost Estimate for the Antioch Rivertown Community Space Project

LSA is pleased to submit this scope of work to prepare the environmental review documentation for the proposed Antioch Rivertown Community Space Project (proposed project) pursuant to the California Environmental Quality Act (CEQA). This scope of work is based on review of the Request for Proposals. Please let us know if you have any questions or require additional information.

PROJECT UNDERSTANDING

The City of Antioch (City) proposes to redevelop the former Antioch Lumber Yard site into a public open space amenity for City residents. The 0.75-acre project site is located in downtown Antioch, just northeast of the intersection of E and West 3rd Streets (Assessor Parcel Numbers [APNs] 066-055-001 and 066-041-004). The project site was formerly utilized by the Antioch Lumber Company and believed to have included offices, storerooms, milling operations and lumber storage areas. Currently, the site is void of structures and contains sparse vegetation. LSA understands that potential improvements could include: a playground, restrooms, amphitheater, a large shelter, public art, and other associated amenities (e.g., lighting, landscaping, irrigation).

The project site is designated as Mixed Use in the City of Antioch Downtown Specific Plan. The purpose of the Mixed-Use District is to encourage an ultimate mix of residential, retail, restaurant, public and entertainment uses that serves as a local and regional attraction. The physical form of the Mixed-Use District lends itself to a comfortable and enjoyable pedestrian experience.

WORK PROGRAM APPROACH

Given the scope of potential improvements and identified soil and groundwater contamination associated with past land uses on the project site, LSA anticipates that a Mitigated Negative Declaration (MND) supported by an Initial Study (IS) would likely be the appropriate environmental document to satisfy the requirements of CEQA. Should the Initial Study analysis identify significant and unmitigable impacts associated with the proposed project, LSA will discuss these issues with the

City and determine an appropriate strategy for addressing these issues per CEQA requirements. This scope is based on the assumption that the project will not result in significant unavoidable environmental impacts and that additional environmental analysis and documentation (beyond an IS/MND) will not be required. The City of Antioch will be the CEQA lead agency.

LSA will manage the environmental review effort and maintain close contact with City staff and the design team throughout the project design phase and the environmental review process. LSA will have minimal responsibilities for coordination with the project team on the stakeholder and public outreach tasks. LSA will be responsible for preparing and distributing the CEQA document, evaluating public and agency CEQA-related comments received, preparing responses to comments on the CEQA document, and attending and presenting information at one public hearing related to adoption of the IS/MND. The following scope of work reflects this level of effort.

SCOPE OF WORK

The following tasks will be undertaken as part of this scope of services.

Project Initiation

LSA will conduct a preliminary site visit and attend the design kick-off meeting with City staff and the design team early on in the process. Once the preferred design alternative is selected, LSA will work with the design team to develop reasonable assumptions for the environmental analysis, including proposed programming, hours of operation, anticipated use/visitation, as well as construction schedule and data, including depth of excavation, soil import/export, equipment use and duration. Based on these assumptions, LSA will prepare a project description, which will include the location and characteristics of the project site, the project background, proposed project components, and required City approvals. A location map and graphics illustrating the project will also be prepared based on materials provided by the design team. LSA will provide the draft project description to City staff for review and comment and will prepare a final project description for distribution to the technical specialists prior to beginning their analyses.

Environmental Evaluation

An Initial Study will be prepared in accordance with CEQA and the CEQA Guidelines and will utilize the City's Checklist Form (based on Appendix G of the CEQA Guidelines). The document will include the detailed project description developed as part of the project initiation task, and summarized responses to each of the checklist questions. LSA will conduct an analysis of the project's impacts in the following topical areas: aesthetics; agriculture and forestry resources; air quality; biological resources; cultural resources; energy; geology and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; noise; population and housing; public services, parks and recreation; transportation and circulation; tribal resources; utilities and service systems; and wildfire. Mitigation measures or City standard conditions of approval will be identified to reduce significant effects to a less-than-significant level as necessary.

Mitigated Negative Declaration

LSA will prepare three drafts of the Initial Study, including an Administrative Draft, Screencheck Draft, and Public Review Draft. The Initial Study will include the following components: Project Description, CEQA Environmental Checklist Form, Mandatory Findings of Significance, References, Technical Appendices, and Mitigated Negative Declaration. Figures will be provided to illustrate the project area and the study's findings. Digital versions of all drafts (in Word and PDF formats) will be submitted to the City for review and comment. The Final Initial Study/Mitigated Negative Declaration (IS/MND) will include responses to comments, as necessary, and a Mitigation Monitoring and Reporting Program (MMRP)

Project Management and Meetings

LSA will be available throughout the IS/MND process to discuss the project and strategize about the environmental documentation. We anticipate that the CEQA effort will require attendance at three (3) project team meetings via teleconference (1 hour per meeting) and one (1) public hearing for a total of 5 hours, which includes 3 hours for the meeting and 2 hours for meeting preparation and follow up, in addition to the project initiation meeting described above. Additional meetings would be billed on a time and materials basis. This task also includes time allocated for coordinating with the project team, City staff, managing the in-house team, transmitting documents, and compiling background information.

Attachment: LSA Cost Estimate

RAA2201.P RHAA Antioch Rivertown LSA 5/18/2022		LSA										Total LSA Hours	Total LSA Fees
		Principal (T Wallace)	Project Manager (S Guiler)	Environmental Planner (A Manheim)	Principal - AQ/Noise (A Fischer)	Senior Planner - AQ/Noise (C Carlucci)	Principal - Transportation (A Black)	Associate Cultural Resources (K Collison)	Associate Biologist (D Siddle)	GIS/Graphics	Word Processor/Technical Editor		
Escalation	5%												
% in Year													
100%	Year 1	\$270	\$170	\$110	\$245	\$160	\$200	\$145	\$170	\$150	\$125		
100%	Weighted Average	\$270	\$170	\$110	\$245	\$160	\$200	\$145	\$170	\$150	\$125		
Phase 01 CEQA Documentation													
1.1	Project Description and Background Review	4.00	12.00	12.00						4.00	4.00	36.00	\$5,540.00
1.2	Environmental Evaluation	4.00	8.00	32.00	4.00	24.00	12.00	16.00	12.00	4.00		116.00	\$18,140.00
1.3	Administrative Draft IS/MND	6.00	4.00	6.00						4.00	4.00	24.00	\$4,060.00
1.4	Screencheck Draft IS/MND	2.00	2.00	4.00						2.00	4.00	14.00	\$2,120.00
1.5	Public Review Draft IS/MND	2.00	2.00	4.00						2.00	4.00	14.00	\$2,120.00
1.6	Final Draft IS/MND and MMRP	4.00	6.00	8.00							4.00	22.00	\$3,480.00
1.7	Project Management/Meetings	6.00	12.00									18.00	\$3,660.00
Phase 01 CEQA Documentation Subtotal		28.00	46.00	66.00	4.00	24.00	12.00	16.00	12.00	16.00	20.00	244.00	\$39,120.00
Subtotal Labor		28.00	46.00	66.00	4.00	24.00	12.00	16.00	12.00	16.00	20.00	244.00	\$39,120.00
Reimbursable Expenses													
Records Search													\$550.00
Mileage													\$100.00
Subtotal Reimbursable Expenses												\$650.00	
												Total	\$39,770.00

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EXHIBIT "B"



Terms of Agreement

CHARGES FOR SERVICES

Charges for Basic and Extra Services will be based on hourly rates shown in the following table:

Hourly Billing Rates with Estimated Escalation

	2022	2023	2024	2025	2026
Principal 1	\$255	\$265	\$275	\$285	\$295
Principal 2	\$250	\$260	\$270	\$280	\$290
Principal 3	\$240	\$250	\$260	\$270	\$280
Senior Associate 1	\$235	\$245	\$255	\$265	\$275
Senior Associate 2	\$210	\$220	\$230	\$235	\$245
Associate 1	\$185	\$190	\$195	\$200	\$205
Assistant Project Manager	\$180	\$185	\$190	\$190	\$195
Associate 2	\$175	\$180	\$185	\$190	\$195
Associate 3	\$170	\$175	\$180	\$185	\$190
Designer 1	\$160	\$165	\$170	\$175	\$180
Designer 2	\$155	\$160	\$165	\$170	\$175
Designer 3	\$150	\$155	\$160	\$165	\$170
Designer 4	\$140	\$145	\$150	\$155	\$160
Project Accountant	\$180	\$185	\$190	\$195	\$200
Controller	\$210	\$220	\$225	\$230	\$235

These rates include all applicable fringe, overhead and profit calculations. No additional percentages for overhead, profit, or any other costs related to labor will be charged.

Billing rates are current for six months from the date of Agreement for Professional Services, but may be increased periodically. An escalation factor of 5 percent per year will be added to our billing rates for contracts lasting more than one year.

EXPENSES

The following expenses will be billed at cost plus a 10 percent markup:

- Automobile Travel (IRS allowable rate per mile), tolls and parking
- Airfare, car rental, lodging, meals and expenses associated with out-of-town travel
- Plotting, reproductions and copies (including CADD, renderings and planning documents)
- Photographic charges
- Presentation materials, including charrette/meeting supplies, foam core and mounting costs
- Courier and shipping charges
- Professional Consultants

Reimbursable expenses are in addition to Compensation for Basic Services and include actual expenditures made by the Landscape Architect, their employees, and their professional consultants in the interest of the project.

PAYMENTS

Invoices for services will be billed monthly in proportion to the amount of work completed. Invoices unpaid after one month will be subject to a 1.5% per month charge or an annual rate of 18%.

Main Office
225 Miller Avenue
Mill Valley, CA 94941

San Francisco Office
323 Geary Street, #602
San Francisco, CA 94102

rhaa.com
415.383.7900

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Effective Through December 31, 2022

Personnel Description	Hourly Billing Rate
Principal Engineer II	\$270
Principal Engineer I	\$228
Construction Manager	\$228
Professional Engineer III	\$210
Professional Engineer II	\$196
Professional Engineer I	\$190
Design Engineer III	\$180
Design Engineer II	\$174
Design Engineer I	\$168
Assistant Engineer II	\$160
Assistant Engineer I	\$150
Senior Public Works Inspector	\$168
Public Works Inspector	\$148
Public Works Inspection Assistant	\$120

Land Surveying Services

Professional Land Surveyor	\$228
Survey Coordinator	\$192
Survey Technician	\$170
Flag Person	\$110
1-Man Survey Crew	\$218
2-Man Survey Party	\$312
3-Man Survey Party	\$398

Legal & Expert Services

Depositions and Trial Testimony	\$425
---------------------------------	-------

Client authorized overtime work will be charged at 135% of the standard hourly rates.

Reimbursable expenses shall include, but are not limited to the following:

In House Printing	Bond: \$0.25/sf • Mylar: \$5/sf
Large Format Color Presentation	\$2.50/sf
Color Copies: 8.5 x 11"	\$1.00 / ea
Color Copies: 11 x 17"	\$1.90 / ea
Other Direct Project Expenses	cost + 10%
Subcontractors	cost + 10%
Outside Printing & Delivery Service	cost + 10%

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MILLER PACIFIC ENGINEERING GROUP
a California corporation

SCHEDULE OF CHARGES
PROFESSIONAL ENGINEERING AND TESTING SERVICES

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Project Assistant/Word Processor	\$85
Engineering Technician	\$120
Senior Technician	\$130
Prevailing Wage	\$150
Staff Engineer/Geologist	\$150
Project Engineer/Geologist	\$170
Senior Engineer/Geologist	\$200
Associate Engineer/Geologist	\$230
Principal Engineer/Geologist	\$260

In-house Laboratory Testing

(Will be charged at the hourly rate above unless otherwise noted in the Agreement and Proposal)

Modified 4 in. Compaction Curve/Checkpoint	ASTM D 1557	\$300/\$125
California Impact	Cal. 216	\$350
Sieve Analysis	ASTM D 422	\$150
Sieve Analysis (w-200 wash)	ASTM D 1140	\$150
Atterberg Limits	ASTM D 4318	\$250
Moisture Content/Density	ASTM D 2937	\$40
Unconfined Compression	ASTM D 2166	\$80
Hydrometer	ASTM D4829	\$250
Rush Testing	Add 50% to the Total of all Laboratory Testing	

Other Inside Charges

Mileage	\$0.80 per mile
Vehicle (Field)	\$9 per hour
Nuclear Density Gauge	\$8 per test
Inclinometer	\$160 per day / \$90 per half day
Laser Level/Floor Level	\$25 per day
Sampling Equipment	\$50 per day / \$30 half day

Outside Services Cost + 20%

Includes exploration equipment, instrumentation, in-situ monitoring, outside/specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.

*NOTES:

- Field site visits and travel time are normal hourly rates, portal to portal.
- | | |
|----------------------------------|-----------|
| Overtime – Weekday | add \$35 |
| Overtime – Weekend/Holiday/Night | add \$45* |
| *(4- and 8-hour minimums) | |
- Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are \$520 per hour for Principal; \$460 per hour for Associate; and \$410 per hour for Senior. All other personnel are \$305 per hour. These fees are due and payable at the time of service.
- Schedule of charges is effective as of March 2022. It is subject to revision annually and at other times without notice.

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CONSULTANT RATE SCHEDULE

ARCHITECTURE AND ENGINEERING CONSULTING SERVICES

Professional and Technical Personnel	Hourly Rate
Principal	\$ 250 / hr
Architect / Professional Engineer	\$ 200 / hr
Project Manager	\$ 180 / hr
Designer / Associate Architect / Associate Engineer	\$ 180 / hr
CAD Draftsperson	\$ 150 / hr
Administrative Assistant	\$ 95 / hr

Reimbursable Expenses

All out-of-pocket expenses, such as travel, model making, printing, delivery services, mailings, long-distance telephone calls, special consultants, etc. will be billed at actual cost plus ten percent.

Notes

Fee Schedule effective until December 31, 2024. Above rates are based upon a forty (40) hour week.

Unless expressly provided for within this contract, rates on all contracts are subject to increase as of January 1, 2025.

Balances not paid within 30 days may be subject to a monthly interest charge of 1.5%, not to exceed an annual rate of 18.0%.

Rates are for normal Architectural and Engineering services.

These fees are due and payable at the time of service.



O'MAHONY & MYER
ELECTRICAL ENGINEERING & LIGHTING DESIGN

HOURLY BILLING RATE SCHEDULE

2022

Principal	\$225/hour
Project Manager	\$155/hour
Project Electrical Engineer	\$155/hour
Project Lighting Designer	\$155/hour
Electrical/Lighting Designer	\$135/hour
CAD Supervisor	\$115/hour
CAD Technician	\$105/hour
Administrative	\$100/hour

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HOURLY BILLING RATES EFFECTIVE JUNE 2022

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$180–400
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$130–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$115–200
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$85–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$85–125
Field Services							
Senior Field Crew/Field Crew							\$85–105
Office Services							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$85–135
Project Assistant							\$105–135
Research Assistant/Intern							\$75
Word Processing/Technical Editing							\$105–130

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2022¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	\$125.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.



J.R. CONKEY & ASSOCIATES, INC.

Hourly Fee Schedule, 2022

Principal	\$250.00
Professional Licensed Engineer	\$210.00
Project Manager	\$175.00
Senior Cost Estimator	\$150.00
Senior Project Engineer	\$125.00
Project Engineer	\$110.00
Field Engineer	\$95.00
Clerical Support III	\$80.00
Clerical Support II	\$66.50
Clerical Support I	\$57.50

Clerical Support Includes:

- Account Payable / Receivable
- Document Control
- Field Office Managers
- Internships
- Payroll (including Certified Payroll Reporting)
- Project Coordinators

A43



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 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 Increase to Purchase Order with SiteOne Green Tech for an amount not to exceed \$250,000

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an increase to the Purchase Order with SiteOne Green Tech for the purchase of irrigation controllers, parts and service on an as needed basis including any irrigation controller cellular service packages for an amount not to exceed \$250,000 per fiscal year; and
2. Authorizing the City Manager to approve the Purchase Order with SiteOne Green Tech for an amount not to exceed \$250,000 per fiscal year.

FISCAL IMPACT

Funding for irrigation controllers and related parts and services is included in the adopted biennial FY2021-2023 budgets in the General Fund and Street Lighting and Landscape Maintenance District Funds.

DISCUSSION

The City of Antioch primarily utilizes Rain Master irrigation controllers throughout the City and requires a knowledgeable, regional vendor capable of timely installation, repair and maintenance of its 255 irrigation controllers. SiteOne is the primary source/vendor of Rain Master irrigation controller products in the State of California and the only authorized installation and repair provider for Rain Master in the region. Contracting with SiteOne for sales and service ensures that all purchases made come with a comprehensive warranty for all parts and services. With SiteOne/ Green Tech providing on call service repairs as needed, the City is assured that a qualified and authorized service provider will repair and/or replace any controller in a timely manner.

On June 27, 2021, the City Council approved Resolution 2021/127 for an amount not to exceed \$100,000 per fiscal year for 2021/22 and 2022/23. However, due to a current historically high inflation rate, the cost of parts, materials and labor have significantly increased. The current purchase order amount is not sufficient for fiscal year 2022/23 operation needs.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
INCREASING THE PURCHASE ORDER AMOUNT WITH SITEONE GREEN TECH
FOR AN AMOUNT NOT TO EXCEED \$250,000 PER FISCAL YEAR**

WHEREAS, the City of Antioch purchased Rain Master Controllers and utilizes SiteOne/ Green Tech for timely installation, repair and service; and

WHEREAS, on June 27, 2021, the City Council passed and adopted Resolution No. 2021/127 authorizing the City to approve a Purchase Order for \$100,000 per Fiscal Year through June 30, 2023; and

WHEREAS, the City would like to increase the Purchase Order with SiteOne/ Green Tech for an amount not to exceed \$250,000 due to the need for irrigation controller replacements, parts and service; and

WHEREAS, current historically high inflation, has significantly increased the cost of irrigation controllers, parts, materials and labor;

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

1. Approves an increase to the Purchase Order with SiteOne/ Green Tech for the purchase of irrigation controllers on an as needed basis and, all related parts and services including cellular service packages for an amount not to exceed \$250,000 per fiscal year; and
2. Authorizes the City Manager to approve the Purchase Order with SiteOne/ Green Tech for an amount not to exceed \$250,000 per fiscal year

RESOLUTION NO. 2022/**
July 26, 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 26th day of July 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 July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlton Thompson, Assistant City Engineer

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

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

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the second amendment to the Consultant Services Agreement with Construction Testing Services for material testing and special inspection services during construction of the Brackish Water Desalination in the amount of \$591,000 for a total contract amount of \$889,744 in substantially the form attached as Exhibit "1" to the Resolution (Attachment "A"); and
2. Authorizing and directing the City Manager or designee to execute the second amendment to the Consultant Services Agreement in a form approved by the City Attorney.

FISCAL IMPACTS

The fiscal year 2022/23 Capital Improvement Budget includes adequate funding for material testing and special inspection services during construction of the Brackish Water Desalination ("Project") through the Water Enterprise Fund.

DISCUSSION

This Project includes the construction of a brackish water desalination facility located within the fence line of the City's existing Water Treatment Plant ("WTP") with a capacity of 6 million gallons per day ("mgd"). The project also includes replacement of the City's existing San Joaquin River intake pump station with a new pump station, including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP. In addition, the project includes the construction of a 4.3-mile-long brine disposal pipeline from the new desalination facility to Delta Diablo to convey approximately 2 mgd of brine for discharge through Delta Diablo's existing wastewater outfall.

On November 17, 2020, staff solicited proposals from four (4) material testing and special inspection firms that are currently under contract for laboratory testing of soils, aggregate, asphalt concrete, controlled low strength material, Portland cement concrete, structural steel and other construction materials; field testing of soils, aggregate, asphalt concrete, Portland cement concrete and other construction materials and other services including asphalt and concrete mix design review, batch plant inspection, project documentation, technical support, laboratory reports, field logs, final reports, and affidavits for the Project.

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

On January 26, 2021, the Council approved the first amendment to the agreement with CTS for a total contract amount of \$298,744 and extended the term of the agreement to December 31, 2023.

The second amendment is necessary to allow CTS to continue to provide specialty inspection services for this Project. The original proposal assumed CTS would be providing one inspector for the duration of the project. In order to provide timely inspection services to allow the construction to proceed in a timely manner, CTS has been providing three full time inspectors to ensure all work is being performed properly. The additional staffing, combined with the Project being projected to extend beyond the original completion date, necessitates this amendment.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

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

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

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

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

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

WHEREAS, on January 26, 2021, the City Council approved the first amendment to the Agreement with CTS for the Project in the amount of \$248,744 for a total contract amount of \$298,744 and extended the term of the Agreement to December 31, 2023;

WHEREAS, the second amendment is necessary to allow CTS to continue to provide specialty inspection services for this Project. The original proposal assumed CTS would be providing one inspector for the duration of the project. In order to provide timely inspection services to allow the construction to proceed in a timely manner, CTS has been providing three full time inspectors to ensure all work is being performed properly. The additional staffing, combined with the Project being projected to extend beyond the original completion date, necessitates this amendment; and

WHEREAS, the City Council has considered approving the second amendment to the Agreement with CTS for material testing and special inspection services during construction of the Project in the amount of \$591,000 for a total contract amount of \$889,744.

AI

RESOLUTION NO. 2022/**

July 26, 2022

Page 2

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

1. Approves the second amendment to the Agreement with CTS for material testing and special inspection services during construction of the Brackish Water Desalination Project in the amount of \$591,000 for a total contract amount of \$889,744 in substantially the form attached as Exhibit "1"; and
2. Authorizes and directs the City Manager or designee to execute the second amendment to the Consultant Services Agreement with Construction Testing Services 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 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

AJ

EXHIBIT "1"

AMENDMENT NO. 2 TO AGREEMENT WITH CONSTRUCTION TESTING SERVICES, INC. FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES FOR THE BRACKISH WATER DESALINATION PROJECT P.W. 694

THIS SECOND AMENDMENT TO THE AGREEMENT FOR MATERIAL AND SPECIAL INSPECTION SERVICES is entered into this 26th day of July 2022 by and between the CITY OF ANTIOCH, a municipal corporation ("City") and CONSTRUCTION TESTING SERVICES, INC., their address is 2118 Rheem Drive, Pleasanton, CA 94588 ("Consultant").

RECITALS

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

WHEREAS, on January 26, 2021, City and Construction Testing Services, Inc., amended the Agreement for material testing and special inspection services during construction of the Brackish Water Desalination Project in the amount of \$248,744 for a total contract amount of \$298,744 and extending the term of the Agreement to December 31, 2023;

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

1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1 of the Agreement and Exhibit A to Amendment No. 2 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

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

"City hereby agrees to pay Consultant a sum not to exceed **\$889,744.00**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

CONSTRUCTION TESTING SERVICES, INC.

By: _____
Cornelius H. Johnson.
Interim City Manager

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

ATTEST:

Elizabeth Householder
City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A"



CONSTRUCTION
TESTING SERVICES

PRELIMINARY ESTIMATE: INSPECTIONS & TESTING

DATE: 06/06/22
PROPOSAL No.: J17238-CO
CLIENT: CITY OF ANTIOCH
PROJECT: BRACKISH WATER DESALINATION MATERIALS TESTING -QA
LOCATION: ANTIOCH, CA

ITEM: I TESTING & INSPECTIONS	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
MAIN SITE (BRAD THOMPSON)				
COMPACTION SPECIAL INSPECTIONS	260	4	\$95	\$98,800
CONSTRUCTION OBSERVATION/INSPECTION	260	4	\$95	\$98,800
BRINE LINE OFFSITE (WAKHIL KHATIBI)				
SENIOR INSPECTOR SPECIAL INSPECTIONS	160	4	\$95	\$60,800
CONSTRUCTION OBSERVATION/INSPECTION	160	4	\$95	\$60,800
MISC/ADD'L SERVICES				
SCOPE CONTINGENCY (OT/NIGHT/SHOP INSPECTIONS/ADD'L SERVICES)	1	1	\$60,000	\$60,000
ADD'L SPECIAL INSPECTOR PERSONELL (BACKUP AS NEEDED)	1	1	\$25,000	\$25,000
APRIL,MAY, JUNE SPENT BILLING	1	1	\$132,000	\$132,000
<i>Preliminary Sub-Total of Onsite Testing & Inspection (approx.)</i>				<i>\$536,200</i>

ITEM: III LABORATORY TESTING & ENGINEERING	ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATED TOTAL
STAFF ENGINEER	30	\$125	\$3,750
FIELD SUPERVISION	15	\$110	\$1,650
PROJECT MANAGEMENT	30	\$125	\$3,750
CERTIFIED PAYROLL	15	\$125	\$1,875
<i>Preliminary Subtotal of Laboratory Testing & Engineering (approx.)</i>			<i>\$11,025</i>

<i>Preliminary Estimated Fees</i>			<i>\$547,225</i>
<i>Project Administration 8%</i>			<i>\$43,778</i>
<i>Total Preliminary Estimated Fees</i>			<i>\$591,003</i>

* Steel shop price based on work being done in Northern California in one shop and one shift. If work is performed at night a 12.5% differential will be charged.

An 8% project administration fee will be charged monthly per invoice.

No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.

Estimate based on plans by Carollo dated 9/20/20. No construction schedule was available at the time this estimate was prepared. See attached fee schedule for basis of charges.

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

Estimate includes portal to portal travel time for nuclear gauge transport from laboratory per requirements of the CA Radiological Health Branch.

A5

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

SUBJECT: Water Treatment Plant Information and Control Systems Assistance; (P.W. 246-32)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a Consulting Services Agreement with CSI Metrics, LLC for the Water Treatment Plant Information and Control Systems Assistance in the amount of \$212,160.00 in substantially the form attached as Exhibit "1" to the Resolution (Attachment "A"); and
2. Authorizing the City Manager or designee to execute the Agreement for the Water Treatment Plant Information and Control Systems in a form approved by the City Attorney.

FISCAL IMPACT

The fiscal year 2022/23 Capital Improvements Budget includes adequate funding for the Water Treatment Plant Information and Control Systems Assistance ("Project") through the Water Enterprise Fund.

DISCUSSION

On April 15, 2022, City staff posted a request for qualifications on the City's website, informed various plan rooms and directly contacted four (4) firms requesting qualifications for consulting services to provide information pertaining to controls systems issues including installing, maintaining, troubleshooting, repairing and documenting a wide variety of industrial instruments which include electronic monitoring, metering, controlling and signaling devices used in the treatment and processing of drinking water. The work covers the entire industrial instrumentation and telemetry trades.

On May 5, 2022, qualifications were received from three (3) consulting firms, Telstar Instruments of Concord, CSI Metrics, LLC of Lincoln and Western States Controls of Martinez for the desired consulting services. Based on the content of the qualifications, CSI Metrics, LLC was determined to be the most qualified firm to provide the services required for the Project.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CONSULTING SERVICES AGREEMENT WITH CSI METRICS,
LLC FOR THE WATER TREATMENT PLANT INFORMATION AND CONTROL
SYSTEMS ASSISTANCE PROJECT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT
P.W. 246-32**

WHEREAS, the City has considered acquiring consulting services related to the Water Treatment Plant Information and Control Systems Assistance ("Project");

WHEREAS, on April 15, 2022, City staff posted a request for qualifications on the City's website, informed various plan rooms and directly contacted four (4) firms requesting qualifications for consulting services to provide information pertaining to controls systems issues including installing, maintaining, troubleshooting, repairing and documenting a wide variety of industrial instruments which include electronic monitoring, metering, controlling and signaling devices used in the treatment and processing of drinking water. The work covers the entire industrial instrumentation and telemetry trades;

WHEREAS, on May 5, 2022, qualifications were received from three (3) consulting firms, Telstar Instruments of Concord, CSI Metrics, LLC of Lincoln and Western States Controls of Martinez;

WHEREAS, the City selected CSI Metrics, LLC as the most qualified firm to provide the services required for this Project;

WHEREAS, the City Council has considered approving the Consulting Services Agreement ("Agreement") with CSI Metrics, LLC for a total amount of \$212,160.00; and

WHEREAS, the City Council has considered authorizing the City Manager or designee to execute the Agreement with CSI Metrics, LLC for a total amount of \$212,160.00.

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

1. Approves an Agreement with CSI Metrics, LLC in the amount of \$212,160.00 in substantially the form attached as "Exhibit 1"; and
2. Authorizes the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2022/**

July 26, 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 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "1"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND CSI METRICS, LLC FOR WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE P.W. 246-32

THIS AGREEMENT ("**Agreement**") is made and entered into this 26th day of July, 2022, ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and CSI Metrics, LLC with its principle place of business at 2281 Fawndale Lane, Lincoln, CA 95661 ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

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

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

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

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Two hundred twelve thousand, one hundred sixty dollars (\$212,160.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set

forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, , for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

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

A4

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

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

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

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

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

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

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

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

SECTION 6. STATUS OF CONSULTANT.

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

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

SECTION 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable.

Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

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

SECTION 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California

Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or

official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

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

Tim Cooper, CEO
CSI Metrics, LLC
2281 Fawndale Lane
Lincoln, CA 95661

Any written notice to City shall be sent to:

Capital Improvements Division
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

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

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

CITY:

CITY OF ANTIOCH

Cornelius H. Johnson, Interim City Manager

Attest:

Elizabeth Householder, City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

CSI METRICS, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

EXHIBIT "A"



DATE: June 27, 2022

TO: City of Antioch, Zach Hylton

RE: CSI Metrics, LLC – Annual Professional Services Agreement

Dear Zach & Scott,

I would like to first thank you for considering CSI Metrics, LLC for a professional services agreement to assist the City of Antioch for on-call support needs for 2022-23.

Throughout the duration of the contract in assisting plant operations and engineering, our direction will come from plant superintendent. As part of these tasks, CSI Metrics may provide the following services: Project management, PLC/SCADA programming, emergency support, troubleshooting, IT technical services, communications and electrical installation/calibration and CAD design services. The contract hourly rate will follow the below rates schedule.

All Professional services work will be tracked, logged and submitted monthly to accounting for approval.

Base Schedule/ Costs:

Schedule anticipation, 2 days per week for 52 weeks: **\$174,720.00**

Incidentals:

Travel time: 2 hrs per day * 104 trips: **\$24,960.00**

(Est) Mileage billed at current IRS (192 miles per day @ 104 trips @ .625 /mi): **\$12,480**

TOTAL COST: \$212,160.00

2022-2023 RATES SCHEDULE (*nominal 3% fee increase may be applied annually)

Services	2021 Rates
Controls Engineer, PE	\$250.00
Project Management	\$220.00
Senior Controls Engineer	\$210.00
Programmer	\$190.00
Drafter/Designer	\$180.00
IT Tech Services	\$190.00
Electrical Install/Calibration	\$175.00
Inspection Services	\$170.00

Thank you and we look forward to a successful 2022/23!

Sincerely,


Tim Cooper
CEO / Owner
CSI Metrics, LLC



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director 

SUBJECT: Proposed Ordinance Amending the Antioch Municipal Code
Regarding the Parking of Motor Vehicles, including Recreational
Vehicles, on Residential Property

RECOMMENDED ACTION

It is recommended that the City Council introduce, waive the first reading, and read by title only the proposed amendment to the City's Municipal Code ("Attachment A") regarding parking motor vehicles, including Recreational Vehicles, on residential property.

BACKGROUND

The City Council considered this item at its May 10, 2022 meeting and directed staff to develop an ordinance to offer new options for parking recreational vehicles. Staff drafted an ordinance and presented it to the Planning Commission, who considered it at their June 15, 2022 meeting. The Planning Commission recommended adoption of the ordinance with a minor modification to permit detached access driveways in the front yard to be used for access to a side or rear yard parking space, but not for parking of vehicles.

The Planning Commission agenda, reports, and meeting video are available at:
<https://www.antiochca.gov/government/agendas-and-minutes/planning-commission/>

DISCUSSION

The proposed ordinance consolidates the current regulations for parking motor vehicles, including recreational vehicles, into a single location in the Zoning Ordinance. These proposed regulations allow all residents to park motor vehicles in the front, rear and side yards of their property if they can meet standard dimensional and operational requirements. These regulations address safety issues, neighborhood character, blight, and similar issues. A permit or registration would not be required.

The proposed ordinance is summarized as follows:

New Definitions

The ordinance includes new definitions for MOTOR VEHICLE and RECREATIONAL VEHICLE to clarify the meaning of these terms. MOTOR VEHICLE is a broad classification that includes all cars, trucks, recreational vehicles, and trailers requiring registration with the Department of Motor Vehicles. RECREATIONAL VEHICLE just describes motor homes, camping trailers, boats, and similar.

Regulations

In general, a motor vehicle can be parked on the driveway to the house and the driveway can be widened to accommodate parking of additional motor vehicles. The widened area must be toward the adjacent side property line and must be paved to match the driveway.

The parked motor vehicle must be registered, operational, maintained in good repair, and cannot overhang the sidewalk. A maximum of one Recreational Vehicle can be stored in each front yard. A motor vehicle may be stored in a rear or side yard if it is behind a 6' fence and on a paved or gravel surface.

Motor vehicles over 8' in height, such as motor homes, must be located 3' from a side or rear property line, gas meter, electrical panel, or bedroom egress window. These are for safety and compatibility issues.

The Planning Commission made two amendments to the proposed ordinance. First, the ordinance was revised to clearly state that non-operational registration is acceptable. However, the vehicle must remain functionally operational. Second, the ordinance was revised to use the U.S. Department of Transportation payload classifications instead of the vernacular one-ton classification. This will allow all common passenger vehicles and trucks but would prohibit large commercial vehicles.

The proposed Ordinance is included as Attachment A.

FISCAL IMPACT

The proposed ordinance will consolidate and simplify enforcement efforts and will not have a fiscal impact.

ENVIRONMENTAL REVIEW

The parking of motor vehicles or recreational vehicles on existing, developed property does not have the potential to create an environmental impact. As such, the proposed Zoning Code amendments are exempt from CEQA pursuant to Section 15061 (b) (3).

(3) "The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

ATTACHMENTS

- A. Ordinance
- B. Planning Commission Staff Report

ATTACHMENT A – EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING THE ANTIOCH MUNICIPAL CODE REGARDING THE PARKING OF MOTOR VEHICLES, INCLUDING RECREATIONAL VEHICLES, ON RESIDENTIAL PROPERTY

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

SECTION 1:

The Antioch Municipal Code regulates the parking of motor vehicles, including recreational vehicles, on residentially used property through in Title 5, Chapter 1, Property Maintenance, and in Title 9, Chapter 5, Zoning.

SECTION 2:

The City Council finds that current regulations do not adequately and equitably regulate the parking of motor vehicles, including recreational vehicles, as they rely on a registration process that is not available to new residents and offer differing standards for automobiles and recreational vehicles.

SECTION 3:

The City Council finds that it is in the public interest to expand opportunities for parking motor vehicles, including recreational vehicles, on residentially used property subject to clear and fair standards and regulations.

SECTION 4:

Section 5-1.201.1, When Storage of a Recreational Vehicle is a Public Nuisance, is hereby repealed.

Section 5-1.202(D), Parking and Storage of Vehicles and Equipment, is hereby amended to read as follows:

(D) ~~Parking and storage of vehicles and equipment.~~

~~(1) Any outdoor parking or storage of any inoperable, wrecked, dismantled, salvaged, abandoned vehicle, or parts thereof, including watercraft so that it is within the view from the public right-of-way:~~

~~—(a) Any vehicle that is not currently registered with the California Department of Motor Vehicles to operate legally on a public street is deemed inoperable for purposes of this section.~~

~~(b) Lawfully operating junk yards are exempt from § 5-1.201(A) provided such businesses are located within a zone permitting such business and conducted in accordance with all regulations applicable thereto.~~

~~—(2) Parking or storage of motor vehicles or other mobile equipment in any area not designated as a parking space on the approved site plan or on any~~

~~unpaved surface including, but not limited to, dirt, grass or any other surface that is not concrete or a similar paving material.~~

(13) Parking or storage of construction equipment or machinery or other industrial or commercial equipment or machinery in any area zoned for residential uses so that it is within the view from the public right-of-way except while excavation, construction or demolition operations covered by an active building or demolition permit are in progress on the property.

Section 9-5.3830, Recreational Vehicles, is hereby repealed and replaced with the following:

9-5.3830 PARKING AND STORAGE OF MOTOR VEHICLES ON RESIDENTIAL PARCELS.

It shall be unlawful for any person to keep or maintain or to permit to be placed, kept, or maintained any motor vehicle on any lot, piece, or parcel of land used for residential purposes, except as follows:

(A) **All Locations:** The parking of a motor vehicle on any parcel used for residential purposes is subject to the following standards:

- (1) The motor vehicle, if taller than 8 feet, shall not be parked closer than 3 feet from an adjoining parcel.
- (2) A motor vehicle, including recreational vehicles, shall not be inhabited for any duration, as prohibited by Section 9-5.3830.
- (3) The motor vehicle may not be parked within 3 feet of a bedroom window or other required emergency egress window, or within 3 feet of an electrical panel or gas meter.
- (4) Except for recreational vehicles, only vehicles with payload classifications of Class 1, Class 2, and/or Class 3, as defined by the U.S. Department of Transportation, may be parked on any parcel used for residential purposes.
- (5) Drainage from paved surfaces shall be contained wholly on the subject site and shall not be conveyed to a neighboring property.
- (6) The parking of vehicles or associated improvements are subject to the provisions of any underlying easement. Any improvements within or impacting the public right-of-way are subject to the prior issuance of an Encroachment Permit.

(B) **Front Yard:** When parked in the front yard, the motor vehicle shall be subject to the following standards:

- (1) The motor vehicle may be parked on the driveway to the existing garage or on an attached extension.
- (2) The motor vehicle may be parked on an attached extension of the existing driveway apron, subject to the following standards:
 - (a) The extension shall be paved with concrete or other material similar to the existing paved driveway.

- (b) The extension shall only be located within the area between the existing driveway and the nearest interior property line.
- (c) The extension may extend inward to the center of the front yard no more than three feet.
- (d) Detached driveways or parking pads are prohibited.
- (e) A maximum of 50% of the front yard may be paved for parking purposes.
- (3) The motor vehicle, including recreational vehicles and motor vehicles stored on trailers, shall be operational and registered with the Department of Motor Vehicles as required by Section 5-1.202(D). Non-operational registration is permitted, though the vehicle must remain functionally operational.
 - (a) Vehicle under repair may be permitted as regulated by Section 9-5.902.
- (4) Utility trailers may not be stored containing garbage, debris or other waste.
- (5) The motor vehicle shall not be parked in such a manner as to overhang a public or private sidewalk.
- (6) The motor vehicle, including any associated cover, shall be maintained in good repair with all exterior finishes in operable, watertight condition.
- (7) A maximum of one recreational vehicle may be stored in a single front yard.
- (8) The motor vehicle shall not be parked in such a manner as to present a site obstruction as described by Section 9-5.1101.

(C) **Rear Yard:** When parked in the rear yard, the motor vehicle shall be subject to the following standards:

- (1) The motor vehicle shall be stored behind a 6 feet solid fence or gate.
- (2) The motor vehicle shall be parked on a surface paved with concrete or similar material, or on pervious gravel.
- (3) Access to the rear yard must be from either the interior side yard adjacent to the existing driveway or, on corner lots, from a separate driveway from the adjoining frontage. Access may not be across the front yard. New driveways or access points are subject to approval of the City Engineer.

Section 9-5.203, Definitions, is hereby amended to include the following definitions:

RECREATIONAL VEHICLE. A personal vehicle, including but not limited to, a camping trailer, motorhome, tent trailer, fifth-wheel trailer, unmounted camper shell, boat, personal watercraft, utility trailer, or other mobile recreational equipment or watercraft, or any empty trailer intended for or capable of carrying any of the above.

MOTOR VEHICLE. Any automobile, truck, trailer, Recreational Vehicle, or other vehicle or equipment that is required to be registered with the California Department of Motor Vehicles.

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.

(3) "The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

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



TO: ANTIOCH PLANNING COMMISSION

FROM: Forrest Ebbs, Community Development Director

SUBJECT: Ordinance Amending Title 9, Chapter 5 Regarding the Regulation of the Parking of Motor Vehicles, including Recreational Vehicles, on residential parcels

DATE: June 15, 2022

REQUEST

The Planning Commission will review draft amendments to Title 9, Chapter 5 (Zoning Ordinance) of the Antioch Municipal Code regarding the off-street parking of motor vehicles, including recreational vehicles, on residentially zoned parcels. The proposed ordinance would permit the parking of motor vehicles, including recreational vehicles, on residential parcels without a City-issued permit. Standards are proposed that regulate location/setbacks, maintenance, paved parking surfaces, and other site and operational requirements.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission recommend that the City Council adopt the Ordinance amending Title 9, Chapter 5 of the Antioch Municipal Code (Zoning Ordinance) regarding the regulation of the parking of motor vehicles, including recreational vehicles, on residential parcels.

SITE LOCATION

The proposed amendments would be effective Citywide on all parcels used for residential purposes.

BACKGROUND

The parking of recreational vehicles (RV) in the front yard of a residential parcel is currently prohibited by Antioch Municipal Code (AMC) Section 5-1.202.1 unless the vehicle is:

1. Parked outside of the front yard in either a side or rear yard, and on an improved surface,
2. Parked temporarily for the purpose of loading/unloading for a period of no more than 24 hours,
3. The sole means of transportation for its owner, or
4. Registered with the City of Antioch.

7-1

06-15-22

B1

The City of Antioch allowed registration in accordance with criteria 4 from October 23, 2007 through April 30, 2008. During this time, the City issued 445 RV registrations. The program was continued until May 13, 2009 when an additional 519 RV registrations were issued. In total, 965 RV registrations were approved, and the City currently recognizes 946 RV registrations, as 19 were either revoked or surrendered.

The registration process has been closed since 2009 and new residents may not apply for RV registration and may not park an RV in their front yard. The existing registrations are valid only for the property and its owner or occupant when the registration was issued – they may not be transferred to new owners or moved to a new address. They may be amended for a replacement vehicle, though only one vehicle is allowed per site. Code Enforcement staff conducted a basic survey of 100 RV registrations and found that just 24 of the surveyed properties still contained an RV. In the remaining cases, it is assumed that the original registrants have moved, sold their RV and the new owners/occupants do not have an RV. Staff suggests that approximately 227 (24%) of the existing 946 registrations may be valid. Simultaneously, there is an observed increase in the parking of RVs in front yards outside of the registration process, which has resulted in numerous complaints and enforcement action.

2022 City Council Direction

The City Council considered this issue on May 10, 2022 and directed staff to pursue a more effective and equitable system to regulate the parking of RVs in residential neighborhoods.

The AMC currently regulates the parking of motor vehicles and recreational vehicles in various sections, including the following:

- 5-1.201.1- Prohibits the parking of RVs, with exceptions, and establishes the RV registration process.
- 5-1.202 (D) – Prohibits the storage of inoperable, wrecked, dismantled, salvaged, abandoned vehicle, or parts thereof within view of the public right-of-way. This applies to RVs and other motor vehicles.
- 9-5.3830 – Prohibits the use of an RV for temporary or permanent residence anywhere in the City of Antioch, outside of an RV park.
- 9-5.1101 – Prohibits the parking of vehicles, trailers, or other object such as to create a traffic obstruction at an intersection. This affects parking in areas of the front yard of corner lots.
- 9-5.1718 – Requires that 25% of lots in new residential subdivisions offer a 10 foot wide side yard RV parking space on the garage side of the lot.

The parking of RVs or other motor vehicles on public streets is addressed elsewhere in the AMC and in State law, and is not before the Planning Commission for consideration.

ANALYSIS

In response to the City Council direction, staff is recommending a comprehensive consolidation and amendment to the Antioch Municipal Code (AMC) to provide a clear and equitable regulatory system to govern the parking of motor vehicles, including recreational vehicles (RVs), on residential parcels.

The present regulations treat RVs separately from motor vehicles, though the complaints and considerations are similar. The proposed amendments uniformly address the parking of all motor

vehicles and provide additional regulations specific to RVs. Staff's goals for these regulations area as follows:

1. Create an equitable system that is accessible to new residents and would replace the former RV registration system.
2. Address the aesthetic and safety concerns associated with parking of vehicles in the front yard and, especially, oversized RVs.
3. Offer simple and effective regulations that are easily understood by residents and readily enforced, if necessary, by Code Enforcement staff.
4. Place the new regulations entirely within the Zoning Ordinance, which would shift the appeal process from the Board of Administrative Appeals to the Planning Commission, and recognize them as land use regulations. The RV registration process is currently housed under the City's property maintenance standards, which fall outside of the Zoning Ordinance.

The proposed amendment introduces definitions for Motor Vehicle and Recreational Vehicle, neither of which are currently defined in the Zoning Ordinance. These proposed definitions are as follows:

RECREATIONAL VEHICLE. A personal vehicle, including but not limited to, a camping trailer, motorhome, tent trailer, fifth-wheel trailer, unmounted camper shell, boat, personal watercraft, utility trailer, or other mobile recreational equipment or watercraft, or any empty trailer intended for or capable of carrying any of the above.

MOTOR VEHICLE. Any automobile, truck, trailer, Recreational Vehicle, or other vehicle or equipment that is required to be registered with the California Department of Motor Vehicles.

The proposed regulations would allow owners or occupants of any property used for residential purposes to store a motor vehicle, including an RV, in the front yard on a paved surface directly adjacent to the existing driveway and the nearest interior property line, as depicted in Figure 1.



FIGURE 1

The vehicle must not overhang the sidewalk, must be operational and registered, and must be maintained in good repair. One RV would be allowed in each front yard and it could not be inhabited for any duration. A maximum of 50% of the front yard could be paved for parking.

When stored in a side or rear yard, the motor vehicle would need to meet other standards. It would need to be stored behind a 6' fence, located on a paved or gravel surface, and must take access either directly from the existing driveway or from a corner side frontage. Examples are shown in Figure 2.



FIGURE 2

In all cases, vehicles over 8' tall, which includes motorhomes and camping trailers, would need to be located 3' from the adjacent property line and 3' from a gas meter, electric panel, or emergency egress (bedroom) window.

The Planning Commission is asked to provide a specific recommendation regarding the installation or use of detached driveways or parking pads in the front yard for parking of motor vehicles. In most cases, houses that were planned to provide side or rear yard RV parking have the additional space located adjacent to the existing driveway as shown in Figure 2 above. In some cases, however, there is a larger side yard opposite the driveway. In this case, a property owner may desire to access the rear yard by crossing the front yard or may desire to use the front yard for vehicle parking. This scenario is shown in Figure 3.

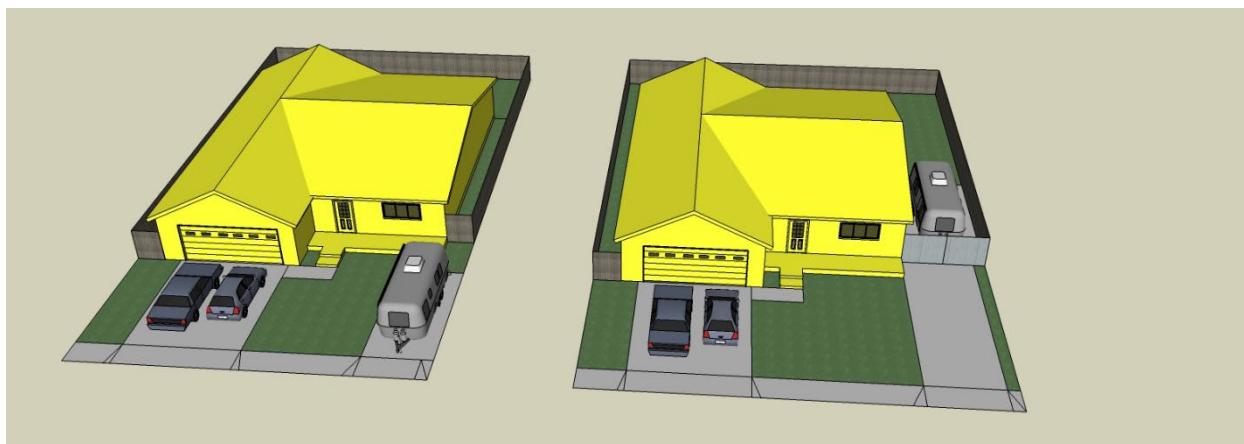


FIGURE 3

The Planning Commission is asked to discuss this option and make a clear recommendation to the City Council on whether this condition should be permitted. In many newer neighborhoods, rolled curbs are used and a new driveway apron would not be required to accommodate this

situation. When solid curbs are in place, a new driveway apron would be required as you may not drive over a curb to access parking. The installation of a second driveway would likely eliminate the on-street parking in front of this house, which has a cumulative impact on the neighborhood. Further, the creation of a second driveway/parking area is inconsistent with the established aesthetic of most neighborhoods. Staff does not recommend that this situation be permitted and is requesting affirmation from the Planning Commission.

Public Right-of-Way

In most neighborhoods in Antioch, the property line begins ten feet inward from the curb and the public right-of-way includes the roadway, sidewalk and any landscape areas within 10' of the curb. This area is used to house utilities, vaults, water meters, and other necessary infrastructure. As a result, any modification to the forwardmost 5' of landscape in the front yard often requires approval of an Encroachment Permit from the Engineering Division of the Public Works Department. In reviewing applications for Encroachment Permits, the Division considers the presence of utilities and the implications of the proposed improvements. The Encroachment Permit would be required for any driveway expansions or new installations that cross over this 5' utility area and additional requirements would be imposed as appropriate. In some cases, an Encroachment Permit may not be issued due to conflicts with utilities or other objects in the right-of-way. In these cases, a vehicle parking pad may not be permitted.

Title 5, Chapter 1, Property Maintenance

The proposed changes impact both the Zoning Ordinance (Title 9, Chapter 5) and the Property Maintenance Ordinance (Title 5, Chapter 1). The Planning Commission is charged with forwarding recommendations for amendments to the Zoning Ordinance but is not called to do so with other sections of the Antioch Municipal Code. The attached resolution offers recommendations on both sections because the overall effort is intertwined and the amendments to the Zoning Ordinance rely on the changes outside of the Zoning Ordinance.

ENVIRONMENTAL REVIEW

There is no physical construction or permanent land changes associated with the off-street parking of motor vehicles or recreational vehicles on existing, developed property. The proposed Zoning Code amendments are exempt from CEQA pursuant to Section 15061 (b) (3).

(3) "The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

ATTACHMENTS

- A. Resolution 2022-xx with Exhibit A Draft Ordinance

**ATTACHMENT A
PLANNING COMMISSION RESOLUTION
WITH EXHIBIT A
(SEPARATE PAGE)**

**PLANNING COMMISSION
RESOLUTION NO. 2022-****

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH
RECOMMENDING THAT THE CITY COUNCIL ADOPT THE ORDINANCE AMENDING TITLE
9, CHAPTER 5 (ZONING ORDINANCE) OF THE ANTIOCH MUNICIPAL CODE REGARDING
THE PARKING OF MOTOR VEHICLES, INCLUDING RECREATIONAL VEHICLES, ON
RESIDENTIAL PARCELS**

WHEREAS, the parking of recreational vehicles is currently declared a public nuisance by Antioch Municipal Code Section 5-1.201.1 unless specifically excluded by provisions contained therein;

WHEREAS, one such exclusion is the City of Antioch Recreational Vehicle Registration Program (Program) that ended in 2009 and includes 946 current registrations;

WHEREAS, those not currently registered through the Program may not lawfully park a recreational vehicle in the front or side yard of their property;

WHEREAS, it is in the interest of the City of Antioch to offer the opportunity for those not enabled by the Program to park recreational vehicles in the front or side yard of their property;

WHEREAS, the proposed amendments would create regulations for the parking of motor vehicles, including recreational vehicles, in the front, side or rear yard of residential parcels in a manner that minimizes impacts on public safety and neighborhood aesthetics;

WHEREAS, the proposed amendments are exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15301, as they will minimally impact the use of land at existing facilities;

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on June 3, 2022 for the Planning Commission public hearing held on June 15, 2022;

WHEREAS, on June 15, 2022, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and

WHEREAS, the Planning Commission considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission does hereby make the following findings for recommendation to the City Council approval of the Zoning Amendment:

1. The public necessity, convenience, and general welfare require the amendments to the Zoning Ordinance. The City of Antioch has grown significantly since 2009 and new residents to the City desire the opportunity to park motor vehicles, including recreational vehicles, on residential parcels. The proposed regulations enable the

equitable and responsible parking of motor vehicles while mitigating the impacts on public safety and neighborhood aesthetics.

NOW THEREFORE BE IT FURTHER RESOLVED that the Planning Commission hereby recommends the City Council adopt the Ordinance, attached as Exhibit A, amending Title 5, Chapter 1 (Property Maintenance) and Title 9, Chapter 5 (Zoning) of the Antioch Municipal Code regarding the parking of motor vehicles, including recreational vehicles, on residential parcels.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 15th day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

FORREST EBBS
Secretary to the Planning Commission

ATTACHMENT A – EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING THE ANTIOCH MUNICIPAL CODE REGARDING THE PARKING OF MOTOR VEHICLES, INCLUDING RECREATIONAL VEHICLES, ON RESIDENTIAL PROPERTY

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

SECTION 1:

The Antioch Municipal Code regulates the parking of motor vehicles, including recreational vehicles, on residentially used property through in Title 5, Chapter 1, Property Maintenance, and in Title 9, Chapter 5, Zoning.

SECTION 2:

The City Council finds that current regulations do not adequately and equitably regulate the parking of motor vehicles, including recreational vehicles, as they rely on a registration process that is not available to new residents and offer differing standards for automobiles and recreational vehicles.

SECTION 3:

The City Council finds that it is in the public interest to expand opportunities for parking motor vehicles, including recreational vehicles, on residentially used property subject to clear and fair standards and regulations.

SECTION 4:

Section 5-1.201.1, When Storage of a Recreational Vehicle is a Public Nuisance, is hereby repealed.

Section 5-1.202(D), Parking and Storage of Vehicles and Equipment, is hereby amended to read as follows:

(D) ~~Parking and storage of vehicles and equipment.~~

~~(1) Any outdoor parking or storage of any inoperable, wrecked, dismantled, salvaged, abandoned vehicle, or parts thereof, including watercraft so that it is within the view from the public right-of-way:~~

~~—(a) Any vehicle that is not currently registered with the California Department of Motor Vehicles to operate legally on a public street is deemed inoperable for purposes of this section.~~

~~(b) Lawfully operating junk yards are exempt from § 5-1.201(A) provided such businesses are located within a zone permitting such business and conducted in accordance with all regulations applicable thereto.~~

~~—(2) Parking or storage of motor vehicles or other mobile equipment in any area not designated as a parking space on the approved site plan or on any~~

~~unpaved surface including, but not limited to, dirt, grass or any other surface that is not concrete or a similar paving material.~~

(13) Parking or storage of construction equipment or machinery or other industrial or commercial equipment or machinery in any area zoned for residential uses so that it is within the view from the public right-of-way except while excavation, construction or demolition operations covered by an active building or demolition permit are in progress on the property.

Section 9-5.3830, Recreational Vehicles, is hereby repealed and replaced with the following:

9-5.3830 PARKING AND STORAGE OF MOTOR VEHICLES ON RESIDENTIAL PARCELS.

It shall be unlawful for any person to keep or maintain or to permit to be placed, kept, or maintained any motor vehicle on any lot, piece, or parcel of land used for residential purposes, except as follows:

(A) **All Locations:** The parking of a motor vehicle on any parcel used for residential purposes is subject to the following standards:

- (1) The motor vehicle, if taller than 8', shall not be parked closer than 3' from an adjoining parcel.
- (2) A motor vehicle, including recreational vehicles, shall not be inhabited for any duration, as prohibited by Section 9-5.3830.
- (3) The motor vehicle may not be parked within 3' of a bedroom window or other required emergency egress window, or within 3' of an electrical panel or gas meter.
- (4) Except for recreational vehicles, motor vehicles in excess of one ton payload may not be parked on any parcel used for residential purposes.
- (5) Drainage from paved surfaces shall be contained wholly on the subject site and shall not be conveyed to a neighboring property.
- (6) The parking of vehicles or associated improvements are subject to the provisions of any underlying easement. Any improvements within or impacting the public right-of-way are subject to the prior issuance of an Encroachment Permit.

(B) **Front Yard:** When parked in the front yard, the motor vehicle shall be subject to the following standards:

- (1) The motor vehicle may be parked on the driveway to the existing garage or on an attached extension.
- (2) The motor vehicle may be parked on an attached extension of the existing driveway apron, subject to the following standards:
 - (a) The extension shall be paved with concrete or other material similar to the existing paved driveway.
 - (b) The extension shall only be located within the area between the existing driveway and the nearest interior property line.

- (c) The extension may extend inward to the center of the front yard no more than three feet.
 - (d) Detached driveways or parking pads are prohibited.
 - (e) A maximum of 50% of the front yard may be paved for parking purposes.
 - (3) The motor vehicle, including recreational vehicles and motor vehicles stored on trailers, shall be operational and registered with the Department of Motor Vehicles as required by Section 5-1.202(D),
 - (a) Vehicle under repair may be permitted as regulated by Section 9-5.902.
 - (4) Utility trailers may not be stored containing garbage, debris or other waste.
 - (5) The motor vehicle shall not be parked in such a manner as to overhang a public or private sidewalk.
 - (6) The motor vehicle, including any associated cover, shall be maintained in good repair with all exterior finishes in operable, watertight condition.
 - (7) A maximum of one recreational vehicle may be stored in a single front yard.
 - (8) The motor vehicle shall not be parked in such a manner as to present a site obstruction as described by Section 9-5.1101.
- (C) **Rear Yard:** When parked in the rear yard, the motor vehicle shall be subject to the following standards:
- (1) The motor vehicle shall be stored behind a 6' solid fence or gate.
 - (2) The motor vehicle shall be parked on a surface paved with concrete or similar material, or on pervious gravel.
 - (3) Access to the rear yard must be from either the interior side yard adjacent to the existing driveway or, on corner lots, from a separate driveway from the adjoining frontage. Access may not be across the front yard. New driveways or access points are subject to approval of the City Engineer.

Section 9-5.203, Definitions, is hereby amended to include the following definitions:

RECREATIONAL VEHICLE. A personal vehicle, including but not limited to, a camping trailer, motorhome, tent trailer, fifth-wheel trailer, unmounted camper shell, boat, personal watercraft, utility trailer, or other mobile recreational equipment or watercraft, or any empty trailer intended for or capable of carrying any of the above.

MOTOR VEHICLE. Any automobile, truck, trailer, Recreational Vehicle, or other vehicle or equipment that is required to be registered with the California Department of Motor Vehicles.

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.

(3) "The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

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

CITY COUNCIL STAFF REPORT

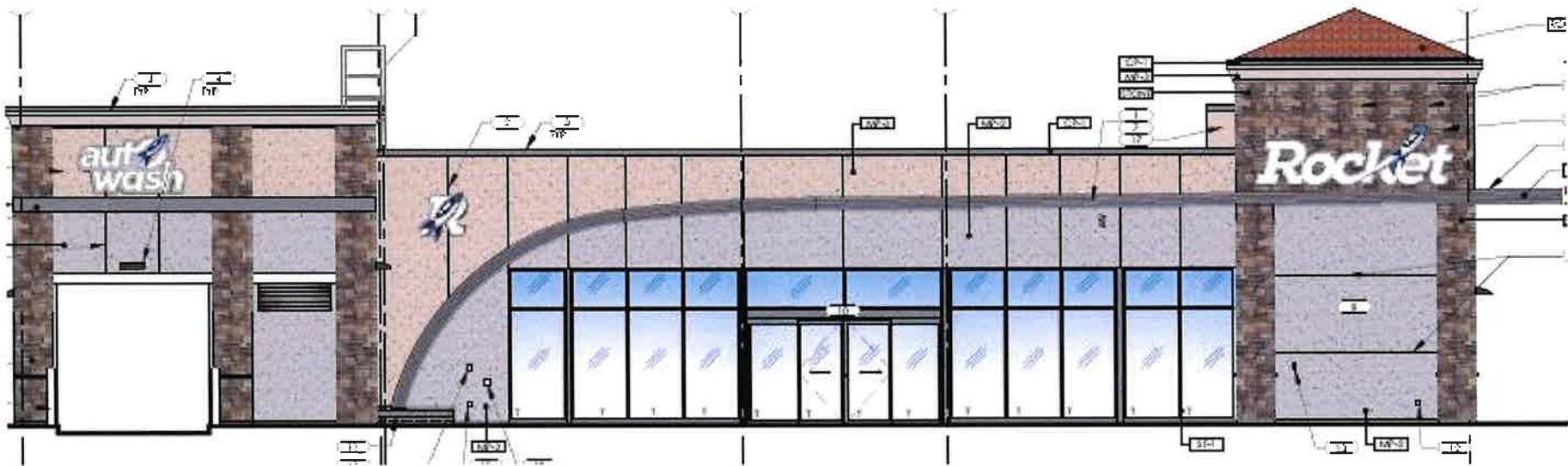


UP Gas Station

July 26, 2022

5200 Lone Tree Way

PD-21-01, UP-21-02, AR-21-03



For Review this Evening. . .

- **Staff Presentation**
- Applicant Presentation
- Public Comment
- Council discussion/questions for staff and applicant
- Council Action

Background/History

- **Site Size:** 2 acres
- **Existing Uses:** Vacant buildings
- **General Plan LU:** Office
- **Zoning:** Planned Development

This aerial map shows the Project Site, a green rectangular area, situated in a suburban neighborhood. The site is bounded by Lone Tree Way to the north and Plumwood Way to the south. To the west, Deerspring Way is visible, and to the east, Vista Grande Dr runs parallel. The surrounding area includes residential lots with houses and swimming pools, as well as a large commercial building with a parking lot to the northwest. The map also shows a 200ft scale bar and a north arrow.

Street View



2020 Planning Commission

- **July 15, 2020:** Preliminary Development Application review before the Commission. Concerns included:
 - **Noise** related to the proposed 24-hour operation of the convenience store and car wash
 - **Environmental impacts** due to the proximity of the use to residential homes
 - **Site access** from Lone Tree Way

****The Commission recommended that the hours of operation be limited.****

Proposed Project Scope

- **Convenience store:** 3,500 sq. ft.
- **Carwash:** 1,125 sq. ft.
- **Fuel Dispensers:** 8 dispensers, 6 pumps total
- **Max. Height:** 25'5.5"
- **Access:** one driveway on Lone Tree Way, one on Vista Grande Drive
- **24 Hours a Day**

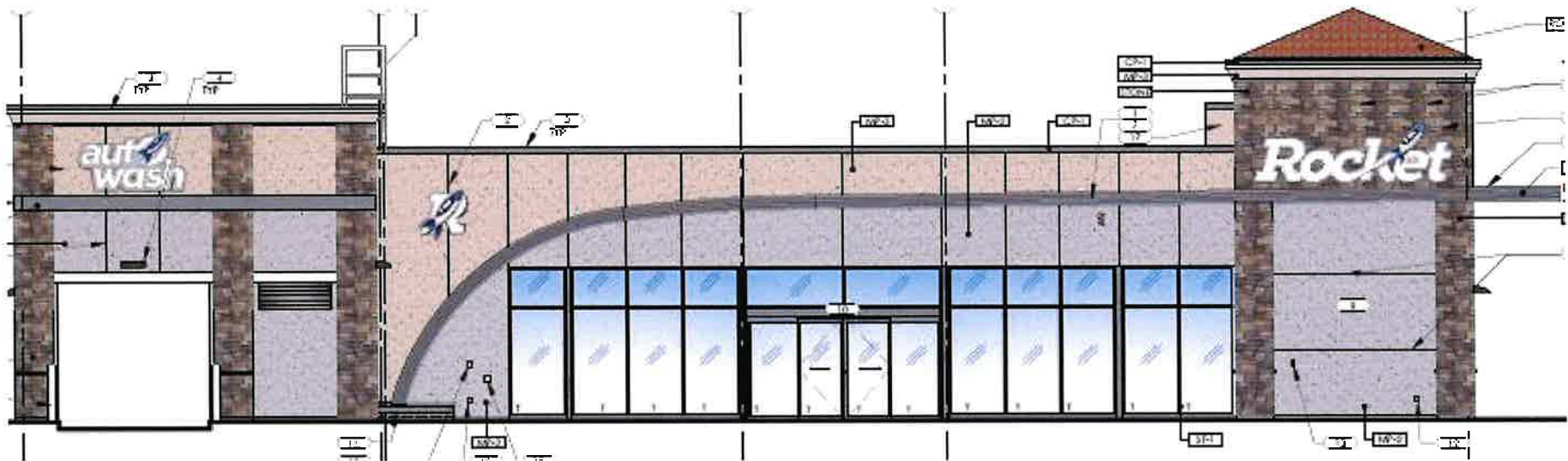
Planning Commission Conditions

- The Planning Commission voted to recommend approval of the project by a 4-2 vote with the following special conditions:
 - Work will only occur in the public right of way during non-commute hours (9:00 A.M. - 3:00 P.M.)
 - Hours of operation: Convenience Store and Gas Pumps - 4:00 A.M. to 10:00 P.M. and Carwash - 7:00 A.M. – 9:00 P.M.
 - The applicant shall provide a bicycle repair stand and air pump for public use.
 - The applicant shall provide a drive-by security guard during off hours.

Project Entitlements

- **CEQA:** Initial Study/Mitigated Negative Declaration.
- **General Plan Amendment:** Commercial Office to Convenience Commercial.
- **Rezone to Planned Development District:** Planned Development District (PD) to Planned Development District (PD-21-01).
- **Final Development Plan:** Final Plan and PD District serve as zoning for the site. If approved, this allows for the construction of a gas station, car wash and convenience store at the site.
- **Use Permit:** Implement a Final Development Plan.

Front Elevation



Council Purview

- The City Council has broad discretion when evaluating the proposed entitlements.
- The current General Plan land use for this property does not allow convenience commercial uses.
- **General Plan Amendment:**
 - Is a gas station/convenience store/carwash at this location an appropriate land use?

[illegible]

Council Purview- Use Permit

- **9-5.2701 PURPOSE**

- (D) **Use permits** are required for use classifications typically having unusual site development features or operating characteristics requiring special consideration so that they may be designed, located, and operated compatibly with uses on adjoining properties and in the surrounding area.

Correspondence Received

- Correspondence was received and is included in the agenda packet.
 - This includes the applicant letter dated May 3, 2022 requesting 24 hours to operate.

CEQA

- **IS/MND.** Identified potentially significant impacts to air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, and tribal cultural resources.
- **Impacts.** The IS/MND concluded that all impacts would be reduced to a less than significant level with the implementation of mitigation measures.
- **MMRP.** A Mitigation Monitoring and Reporting Program (MMRP) was prepared and is included as an exhibit to the CEQA resolution.

Recommendation

1. **CEQA.** Move to adopt the resolution approving the IS/MND.
2. **General Plan Amendment.** Move to adopt the Resolution approving the proposed General Plan Amendment.
3. **Rezone to Planned Development District:** Move to adopt the Resolution approving the rezone from Planned Development District (PD) to Planned Development District (PD-21-01).

Recommendation

4. **Final Development Plan:** Move to adopt the resolution adopting the Final Development Plan which allows for the construction of a gas station, car wash and convenience store.
5. **Use Permit:** Move to adopt the resolution approving and implementing a Final Development Plan.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Kevin Scudero, Senior Planner

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

SUBJECT: New Gas Station Project Proposal at 5200 Lone Tree Way: United Pacific Gas Station (GP-21-01, PD-21-01, UP-21-02, AR-21-03)

RECOMMENDED ACTION

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

1. **CEQA.** Adopt the resolution approving the United Pacific Gas Station Initial Study/Mitigated Negative Declaration (IS/MND) and the Mitigation Monitoring and Reporting Program (MMRP).
2. **General Plan Amendment.** Adopt the resolution approving the United Pacific Gas Station General Plan Amendment (GP-21-01) changing the land use designation from Commercial Office to Convenience Commercial.
3. **Zoning Map Amendment.** Introduce, waive the first reading, and read by title only the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-21-01).
4. **Final Development Plan.** Adopt the resolution approving a Final Development Plan, Use Permit and Design Review, subject to conditions of approval (PD-21-01, UP-21-02 AR-21-03).

FISCAL IMPACT

There are no direct fiscal impacts incurred by the City for the approval of this development application. If approved, the proposed uses will generate sales tax revenue for the City of Antioch through the sale of gasoline and convenience store items.

DISCUSSION

Requested Approvals

The applicant, Embree Asset Group, is seeking approval of the following entitlements for the project at 5200 Lone Tree Way (APN) 056-270-059:

1. **IS/MND:** The City Council must adopt the IS/MND and MMRP prior to acting on the other resolutions for the project.
2. **General Plan Amendment:** The project requires approval of a General Plan Amendment to amend the land use designation for the project site from Commercial Office to Convenience Commercial.
3. **Rezone to Planned Development District:** The applicant requests approval of a rezone of the site from Planned Development District (PD) to Planned Development District (PD-21-01).
4. **Final Development Plan:** Approval of a Final Development Plan goes hand in hand with the rezoning described above. The Final Development Plan and the PD District effectively become the Zoning Code for the project area. In this case, the Final Development Plan would allow for the construction of a gas station, car wash and convenience store at the site.
5. **Use Permit:** A use permit is required to implement a Final Development Plan.
6. **Design Review:** Design review of the project's architecture, site plan and landscaping.

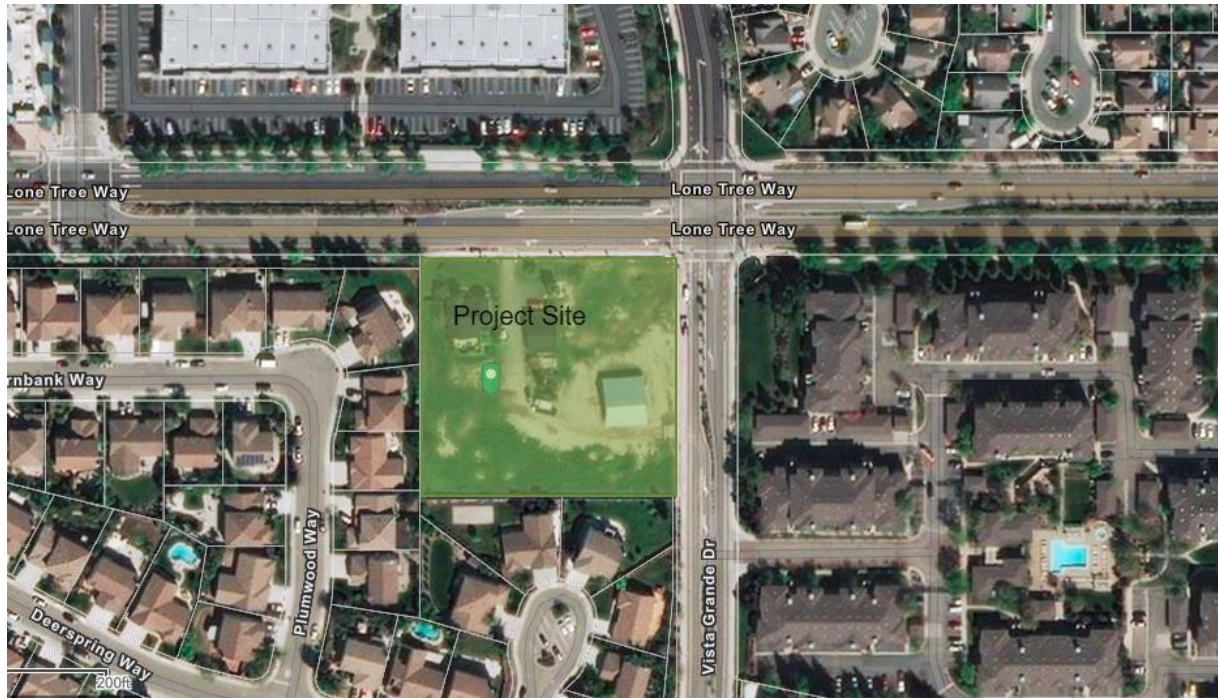


Image 1. Site Location

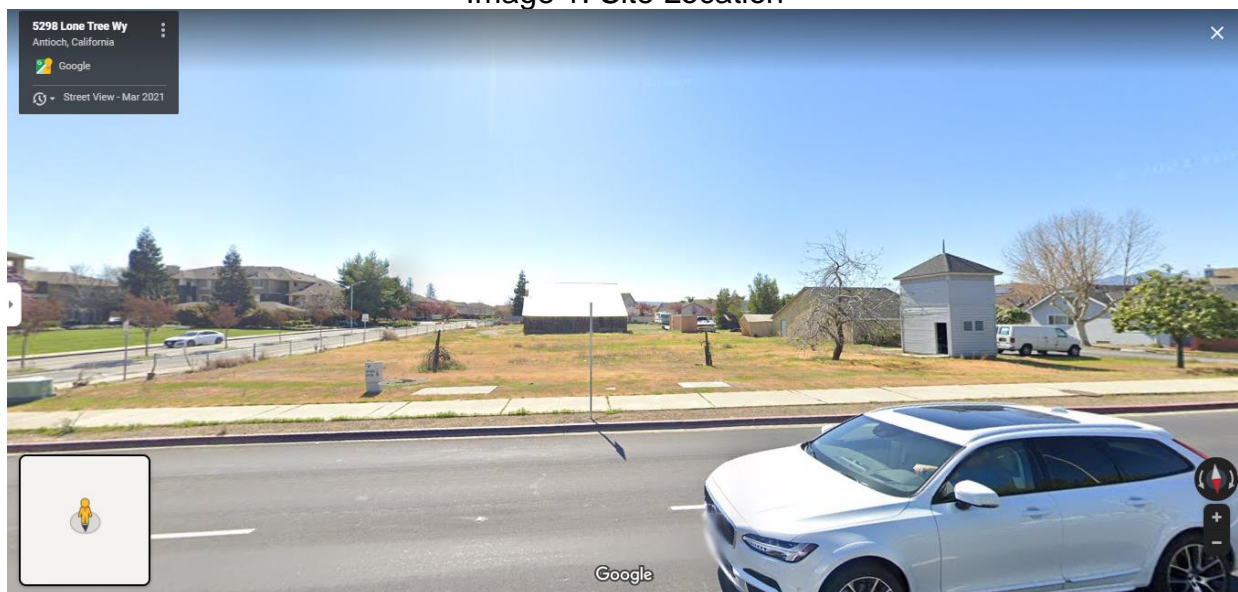


Image 2. Street View

Environmental Review

In accordance with the requirements of the California Environmental Quality Act (CEQA), an IS/MND was prepared for the project. The IS/MND identified potentially significant impacts to air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, and tribal cultural resources. The IS/MND concluded that all impacts would be reduced to a less than significant level

with the implementation of mitigation measures. A Mitigation Monitoring and Reporting Program (MMRP) was prepared and is included in Attachment A, Exhibit A

The draft IS/MND was released for public review from February 15, 2022, to March 17, 2022. No comments on the IS/MND were received during the public review period.

A copy of the IS/MND, MMRP, and appendices can be found at the following link:
<https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/>

Background

In 2020, the applicant submitted a Preliminary Development application to gauge support for the project. At the time staff identified concerns related to:

- **Noise.** Noise related to the proposed 24-hour operation of the convenience store and car wash given the proximity to residential homes
- **Adjacent Impacts.** Environmental impacts due to the proximity of the use to residential homes
- **Site Access.** Site access from Lone Tree Way

On August 11, 2020, the preliminary development plan was presented to the City Council. At that time, the majority of the City Council at the time supported the concerns identified by staff and expressed a desire to see the site developed provided that the concerns could be addressed. The concerns were addressed in the following ways:

- **Operating Hours.** Staff recommended to the Planning Commission conditions of approval limiting the operating hours of the convenience store to 4:00 AM – 10:00 PM and the car wash to 7:00 AM – 9:00 PM with the fuel dispensers being allowed to operate for 24 hours.
- **CEQA.** An IS/MND was prepared for the project where it was determined that all potentially significant environmental impacts could be reduced to a less than significant level with the incorporation of mitigation measures.
- **Deceleration Lane.** The applicant worked with Public Works staff to design a deceleration lane along Lone Tree Way that would improve site access for vehicles and large fueling trucks entering the site. The deceleration lane would be constructed by the applicant as part of the project.

On May 4, 2022 the project went before the Planning Commission for review. The Planning Commission voted 4-2 to recommend the City Council approve the project with the following modifications to the draft conditions of approval:

- Work will only occur in the public right of way during non-commute hours (9:00 AM – 3:00 PM)

- Hours of operation: Convenience Store and Gas Pumps – 4:00 AM to 10:00 PM and Carwash – 7:00 AM to 9:00 PM
- The applicant shall provide a bicycle repair stand and air pump for public use.
- The applicant shall provide a drive-by security guard during off hours.

The draft conditions of approval have been updated to reflect these changes. The meeting minutes for the May 4, 2022 Planning Commission meeting have been included as Attachment G to the staff report.

ANALYSIS

Project Overview

The proposed project involves the construction and operation of a new United Pacific convenience store of 3,500 square feet (sf), attached car wash of 1,125 sf, a fuel canopy with eight fuel dispensers, three underground storage tanks (USTs), and related site improvements and landscaping. The applicant is proposing the convenience store be open 24 hours and sell beer, wine and tobacco. Alcohol would only be allowed to be sold from the hours of 6:00 AM – 2:00 AM. The convenience store will have up to 12 employees working in shifts of 2-3 at a time. The car wash is also proposed to operate 24 hours and will use a water reclamation system to ensure the most up to date recycling and waste management techniques are used.

The project site is approximately 2 acres and with existing buildings on-site which would be demolished as part of the construction. Approximately 1/3 of the site to the west will remain undeveloped at this time. Additionally, the proposed project would include the widening of Lone Tree Way to accommodate a 270-foot deceleration lane taper along eastbound Lone Tree Way to the proposed 30-foot driveway.

General Plan, Zoning, and Land Use

The current General Plan designation of the site is Office which allows a range of uses that include business and professional offices, restaurants, health clubs and spas, banks, commercial daycare centers, and assembly uses. The proposed use of a gas station/convenience store/carwash is not allowed under the current General Plan designation; therefore, a General Plan amendment is required.

The appropriate General Plan designation to establish this use at the site is Convenience Commercial. This designation is described in the General Plan as follows:

“This designation is used to include small sale retail and service uses on small commercial lots, generally ranging up to one to four acres in size. Typical uses may include convenience markets, limited personal services, service stations, and commercial services. This designation is often located on arterial or collector roadway intersections in otherwise residential neighborhoods and, thus, requires

that adequate surface parking circulation be included to ensure against any potential circulation difficulties affecting adjacent residences. Design features need to be included in these centers to ensure that convenience commercial developments are visually compatible with and complementary to adjacent and nearby residential and other less intensive uses.”

The zoning designation for the site is Planned Development (PD) but no Planned Development district has ever been established for the site. This development application would rezone the property to a new Planned Development district, which is a zone that encourages flexibility in design and the development of land. The new Planned Development zoning district would establish project specific standards for the proposed development. The standards are provided in the draft ordinance in Attachment C, Exhibit A.

The surrounding land uses and zoning designations are noted below:

South:	Single Family Homes / Planned Development (PD)
West:	Single Family Homes / Planned Development (PD)
East:	Multi-Family Apartments / Planned Development (PD)
North:	Business Park / Planned Development (PD)

Site Plan, Circulation and Parking

The proposed project will include eight (8) fuel dispensers with a total of sixteen (16) pumps covered with a new canopy and a new 3,500 sq. ft. convenience store and 1,125 sq. ft. carwash. The site will be accessed via one driveway on Lone Tree Way and one on Vista Grande Drive. Both driveways will have right-in and right-out access only. The proposed route for the fueling trucks has them both entering and exiting via the Lone Tree Way Driveway. The project will also include the widening of Lone Tree Way to accommodate a 270-foot deceleration lane taper along eastbound Lone Tree Way to the proposed 30-foot driveway.

The Antioch Municipal Code requires automotive service stations with convenience stores to provide one parking space per 250 square feet of gross floor area plus one space per employee on the largest shift. The site will contain thirteen (13) standard parking spaces, two (2) accessible spaces, two (2) electric vehicle charging stations, one vacuum parking space and sixteen fueling positions for a total of thirty-four (34) off-street parking spaces. Pursuant to Table 9-5.7301.1 of the Municipal Code, sixteen (16) off-street parking space are required.

Section 9-5.1715 of the Antioch Municipal Code requires outdoor parking areas to have minimum illumination at ground level of two foot-candles while not exceeding one-half foot candle in a residential district. The applicant has submitted a photometric plan demonstrating that this requirement has been met, with the exception of a small area at the northwest corner of the project site where there is a greater than half-foot candle

spillover onto the adjacent residential property. Staff has added a condition of approval requiring a revised photometric plan demonstrating this requirement is met.

The applicant has designed the project to locate the proposed uses as far away from the residential homes as possible while still meeting the required setbacks for the site. The entrance to the convenience store is located approximately 115 feet from the property line of the residential homes to the south and the nearest fuel dispenser is located approximately 105 feet from the residential property line to the east. The project site is approximately two acres and approximately one-third of the western portion site will remain vacant after the site is developed. The vacant portion of the site will be fenced, and the property owner will be responsible for the maintenance of the vacant portion of the site.

Architecture, Design and Landscaping

The architecture of the proposed building features clean lines and varied parapet heights, with materials including stucco, stone, metal canopy and a mission tile roof. The proposed fuel canopy features stone around the base of the columns and a mission tile roof to tie into the design of the main building.

The landscaping is located primarily around the perimeter of the site. The landscape plan includes a variety of drought tolerant trees, shrubs, and ground cover that meet the City of Antioch standards.

Section 7.4.1b of the Citywide Design Guidelines for monument signage requires “additional architectural elements such as columns, pilasters, cornices, trellises and similar details shall provide design interest and frame the sign panel.” The proposed monument sign has a stone base but does not contain any other architectural features. While the stone base is architecturally compatible with the building design, staff has conditioned the project to add additional features to better frame the sign panel. The revised sign design is required to be included with the building permit submittal and be subject to the approval of the Zoning Administrator.

Operational Issues

The applicant is proposing that the convenience store and car wash operate 24 hours a day. Due to the proximity of the business to residential homes, and the potential impacts a 24-hour operation could have on the nearby residences, the Planning Commission is recommending that the convenience store and gas pump hours be from 4:00 AM – 10:00 PM and the car wash hours be from 7:00 AM – 9:00 PM.

The applicant is also proposing to sell beer, wine and tobacco at the site. The alcohol would be sold under an ABC Type-20 license that allows for the sale of beer and wine only for off-site consumption. Liquor sales are prohibited. Staff has included conditions limiting the amount of sales area dedicated to the sale of alcoholic beverages to no more

than 15 linear feet of cooler display and no more than 60 square feet of convenience store floor area.

The tobacco sales at the site will be subject to the Tobacco Ordinance contained in Section 6-8.14. This Ordinance was recently adopted by the City Council on March 8, 2022 and restricts the sale of tobacco or tobacco product with characterizing flavor, electronic cigarette or e-cigarette use with tobacco products, any package of fewer than twenty little cigars, any package of fewer than six cigars, and any package of cigarettes, little cigars, or cigars at a price that is less than ten dollars per package, including applicable fees and taxes.

ATTACHMENTS

- A. Resolution adopting the IS/MND and MMRP
Exhibit A: MMRP
- B. Resolution approving the General Plan Amendment
- C. Ordinance approving the Planned Development Plan
- D. Resolution approving the Final Development Plan, Use Permit and Design Review
with Exhibit A: Conditions of Approval
- E. Project Plans
- F. Correspondence Received
- G. May 4, 2022 Planning Commission Meeting Minutes
- H. CCFD Comment Letter

ATTACHMENT A

RESOLUTION NO. 2022-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE UNITED PACIFIC GAS STATION PROJECT AS ADEQUATE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT

WHEREAS, the City of Antioch received an application from Embree Asset Group for approval of an Initial Study / Mitigated Negative Declaration (IS/MND), General Plan Amendment, Planned Development Rezone, Final Development Plan, Use Permit, and Design Review for the development of a gas station, convenience store, car wash and associated site improvements at 5200 Lone Tree Way (GP-21-01, PD-21-01, UP-21-02, AR-21-03) (APNs 056-270-059);

WHEREAS, the City prepared an Initial Study and Mitigated Negative Declaration (IS/MND), to evaluate the potential environmental impacts of the Project in conformance with Section 15063 of Title 14 of the California Code of Regulations (the “CEQA Guidelines”);

WHEREAS, an IS/MND was circulated for a 30-day review period, with the public review period commencing on February 15, 2022 and ending on March 17, 2022.;

WHEREAS, on May 4, 2022, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and documentary and recommended adoption to the City Council of the Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP);

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on July 15, 2022 for the City Council hearing held on July 26, 2022;

WHEREAS, the City Council has reviewed the IS/MND and MMRP for this project;

WHEREAS, the City Council considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request; and

WHEREAS, the custodian of the Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP) is the Community Development Department and the Final IS/MND was available for public review on the City’s website at: <https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/> and at the second floor of City Hall Monday through Friday 8:00-5:00 pm. Due to the State and Contra Costa County’s Shelter-in-Place orders, publicly accessible locations to review the IS/MND were closed. Consistent with the

Governor's Executive Order, posting materials on the City's website was adequate. The MMRP is attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, as follows:

1. The foregoing recitals are true and correct.
2. The City Council of the City of Antioch hereby FINDS, on the basis of the whole record before it (including the Initial Study and all comments received) that:
 - a. The City of Antioch exercised overall control and direction over the CEQA review for the Project, including the preparation of the Final IS/MND, and independently reviewed the Final IS/MND and MMRP;
 - b. There is no substantial evidence that the Project will have a significant effect on the environment once mitigation measures have been followed and assuming approval of the General Plan Amendment and Rezone;
 - c. The Final IS/MND and MMRP reflect the City's independent judgment and analysis.
3. The City Council hereby approved and adopts the Final IS/MND, and MMRP for the Project (Exhibit A).

* * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 26th day of July 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A
MITIGATION MONITORING AND REPORTING PROGRAM
(MMRP)
(Separate Page)



**5200 Lone Tree Way United
Pacific Gas Station Project**

**Mitigation Monitoring and
Reporting Program**

March 22, 2022

Lead Agency:

City of Antioch
Planning Division
200 H Street
Antioch, CA 94509

Technical Assistance:

Stantec Consulting Services Inc.
1340 Treat Boulevard, Suite 300
Walnut Creek, CA 94597

ACRONYMS AND ABBREVIATIONS

applicant	United Pacific
BAAQMD	Bay Area Air Quality Management District
BMPs	Best Management Practices
CARB	California Air Resources Board
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
City	City of Antioch
CRHR	California Register of Historical Resources
DPM	Diesel particulate matter
DPR	Department of Parks and Recreation
HMBP	Hazardous Materials Business Plan
ISMND	Initial Study Mitigated Negative Declaration
MLD	Most Likely Descendant
MMRP	Mitigation, Monitoring, and Reporting Program
NAHC	Native American Heritage Commission
PM _{2.5}	particulate matter less than 2.5 micrometers in aerodynamic diameter
PRC	Public Resources Code
proposed project	5200 Lone Tree Way United Pacific Gas Station Project
SWPPP	Stormwater Pollution Prevention Program
US EPA	United States Environmental Protection Agency



**5200 Lone Tree Way United Pacific Gas Station Project
Mitigation, Monitoring, and Reporting Program**

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1.0 MITIGATION MONITORING AND REPORTING PROGRAM

The purpose of the Mitigation, Monitoring, and Reporting Program (MMRP) is to provide the City of Antioch (City) Community Development Department and United Pacific (applicant) with a comprehensive list of the mitigation measures identified in the Initial Study Mitigated Negative Declaration (ISMND) for the 5200 Lone Tree Way United Pacific Gas Station Project (proposed project).

1.1 INTRODUCTION

The City is acting as the Lead Agency, as defined by the California Environmental Quality Act (CEQA). In accordance with Public Resources Code (PRC) section 21081.6, a Lead Agency that approves or carries out a project with potentially significant environmental effects shall adopt a “reporting or monitoring program for the changes to the project which it has adopted or made a condition of a project approval to mitigate or avoid significant effects on the environment.”

The CEQA Guidelines provide direction for clarifying and managing the complex relationships between a Lead Agency and other agencies with respect to implementing and monitoring mitigation measures. In accordance with CEQA Guidelines section 15097(d), “each agency has the discretion to choose its own approach to monitoring or reporting; and each agency has its own special expertise.” This discretion will be exercised by implementing agencies at the time they consider any of the activities identified in the environmental document.

This MMRP is a working guide to facilitate both the implementation of the mitigation measures and the monitoring, compliance, and reporting activities by the City and any monitors it may designate. If the City adopts the ISMND for the proposed project, it will adopt the MMRP.

1.2 OVERVIEW OF THE MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP is presented in the following table and includes the following components:

- The list of mitigation measures contained in the ISMND, as adopted by the City;
- The party responsible for implementing the mitigation measure;
- The timing for implementation of the mitigation measure;
- The agency responsible for monitoring implementation of the mitigation measure; and
- The monitoring action and frequency.

The City and its contractors will be required to comply with this MMRP in all respects. In any instance where non-compliance occurs, the City-designated environmental monitors will issue a warning to the construction supervisor and the City’s Project



5200 Lone Tree Way United Pacific Gas Station Project
Mitigation, Monitoring, and Reporting Program

Manager. Any decisions to halt work due to non-compliance will be made by the City. The City's designated environmental monitors will keep records of any incidents on non-compliance with mitigation measures. Copies of these documents will be supplied to the City.

Once construction has begun and is underway, the City will carry out monitoring of the mitigation measures associated with construction. The MMRP will be maintained in the City's files for use in construction and operation of the proposed project.

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
Section 3.3: Air Quality						
MM AIR-1: Implement Construction Best Management Practices. The applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the Bay Area Air Quality Management District (BAAQMD) to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate: <ul style="list-style-type: none">• All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day• All haul trucks transporting soil, sand, or other loose material off-site will be covered• All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited• All vehicle speeds on unpaved roads shall be limited to 15 miles per hour• All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used• Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of California Code of Regulations [CCR]); clear signage shall be provided for construction workers at all access points• All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications• All equipment shall be checked by a certified visible emissions evaluator or checked by a certified mechanic and determined to be running in proper condition prior to operation	<ul style="list-style-type: none">• Applicant• Construction Contractor	Prior to issuance of grading permit and during construction.	Monitoring Party: <ul style="list-style-type: none">• City of Antioch Community Development Department Monitoring Action: <ul style="list-style-type: none">• Confirm best management practices (BMPs) are included in project specifications and grading plan.• Confirm BMPs are implemented throughout the construction phase.	Prior to issuance of grading permit and throughout the construction phase as needed.		



5200 Lone Tree Way United Pacific Gas Station Project
Mitigation, Monitoring, and Reporting Program

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
<ul style="list-style-type: none">Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person will respond and take corrective action within 48 hours. The Bay Area Air Quality Management District's phone number will also be visible to ensure compliance with applicable regulations.						
<p>MM AIR-2: Implement Cleaner Construction Equipment. The following mitigation measure shall be implemented during all phases of construction to reduce potential exposure of diesel particulate matter (DPM) and particulate matter less than 2.5 micrometers in aerodynamic diameter (PM_{2.5}) emissions to sensitive receptors located near the Project site. Prior to the issuance of any demolition, grading and/or building permits (whichever occurs earliest), the project applicant shall prepare and submit a construction - operations plan that includes specifications of the equipment to be used during construction to the Community Development Director or the Director's designee. The plan shall be accompanied by a letter signed by an air quality specialist, verifying that the equipment included in the plan meets the standards set forth below:</p> <ul style="list-style-type: none">For all construction equipment larger than 25 horsepower used at the site, equipment shall at a minimum, meet United States Environmental Protection Agency (US EPA) or California Air Resources Board (CARB) particulate matter emissions standards for Tier 4 Final engines.The construction contractor shall maintain records documenting its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information shall include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. The plan shall be submitted to the Community Development Director or the Director's designee for review and approval prior to the issuance of any demolition, grading and/or building permits (whichever occurs earliest).	<ul style="list-style-type: none">ApplicantConstruction ContractorAir Quality Specialist	Prior to issuance of demolition, grading and/or building permit (whichever occurs earliest) and during construction.	<p>Monitoring Party:</p> <ul style="list-style-type: none">City of Antioch Community Development Department <p>Monitoring Action:</p> <ul style="list-style-type: none">Confirm construction – operations plan that includes specifications of construction equipment and accompanying letter signed by an air quality specialist is submitted to the CityConfirm construction – operations plan is implemented throughout the construction phase.	Prior to issuance of demolition, grading, and/or building permit (whichever occurs earliest) and throughout the construction phase as needed.		



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
Section 3.4: Biological Resources						
MM BIO-1: Avoid Disturbance of Nesting Birds and Pre-Construction Nesting Bird Surveys. If project activities occur during the nesting season for native birds (February 15 to August 31), the following measures shall be implemented to avoid or minimize the potential for adverse impacts on nesting migratory birds and raptors: <ul style="list-style-type: none">Pre-construction nesting bird survey for species protected by the Migratory Bird Treaty Act and California Fish and Game Code shall be conducted by a qualified biologist within a 100-foot radius of proposed construction activities for passerines and a 300-foot radius for raptors no more than 14 days prior to the start of construction activities.If active nests are found, a qualified biologist shall determine the size of the buffers based on the nesting species and its sensitivity to disturbance. The size of the buffers may be reduced at the discretion of a qualified biologist, but no construction activities shall be permitted within the buffer if they are demonstrated to be likely to disturb nesting birds. Active nest sites shall be monitored periodically to determine time of fledging.	<ul style="list-style-type: none">ApplicantConstruction ContractorQualified Biologist	No more than 14 days prior to the start of project construction activities.	Monitoring Party: <ul style="list-style-type: none">City of Antioch Community Development Department Monitoring Action: <ul style="list-style-type: none">Confirm nesting bird surveys are conducted within 14 days of starting construction work.Confirm pre-construction clearance by qualified biologist.If active nests of protected species are found, confirm buffer zone has been established.	Prior to issuance of grading permit and throughout the construction phase as needed.		
MM BIO-2: Pre-Construction Swainson’s Hawk Surveys. If project construction-related activities would take place during the nesting season (February through August), pre-construction surveys for nesting Swainson’s hawks within 0.5-mile radius of the project shall be conducted within 14 days prior to construction activity. Surveys shall be conducted in a manner that maximizes the potential to observe the adult Swainson’s hawks, as well as the nest/chicks second. To meet the California Department of Fish and Game’s recommendations for mitigation and protection of Swainson’s hawks, surveys shall be conducted for a 0.5-mile radius around all project activities, and if active nesting is identified within the 0.5-mile radius, consultation is required. Methodology for surveys can be found in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley – Swainson’s Hawk Technical Advisory Committee (2000).	<ul style="list-style-type: none">ApplicantConstruction ContractorQualified Biologist	No more than 14 days prior to the start of project construction activities.	Monitoring Party: <ul style="list-style-type: none">City of Antioch Community Development Department Monitoring Action: <ul style="list-style-type: none">Confirm surveys are conducted within 14 days of starting construction work.Confirm pre-construction clearance by qualified biologist.If active nests are found, confirm consultation has been conducted.	Prior to issuance of grading permit and throughout the construction phase as needed.		



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
<p>MM BIO-3: Pre-Construction Burrowing Owl Surveys. A burrowing owl pre-construction survey shall take place before any construction activities commence. They shall be conducted whenever burrowing owl habitat or sign is encountered on or adjacent to (within 150 meters) of a project site. If a burrowing owl or sign is present on the Property, three additional protocol level surveys shall be initiated.</p> <p>Once these surveys have been completed to identify the owl's location, disturbance buffers shall be placed around each active burrow. No disturbance shall occur within 200 meters (approximately 655 feet) of occupied burrows during the breeding season (February 1 through August 31) and/or within 50 meters (approximately 165 feet) of occupied burrows during non-breeding season (September 1 through January 31). Preconstruction surveys shall be completed no more than 14 days prior to initiating ground disturbing activities. Surveys and mitigation shall be conducted and implemented in accordance with protocols established in the California Department of Fish and Wildlife's (CDFW) Staff Report on Burrowing Owl Mitigation (2012).</p>	<ul style="list-style-type: none">• Applicant• Construction Contractor• Qualified Biologist	No more than 14 days prior to the start of project construction activities.	<p>Monitoring Party:</p> <ul style="list-style-type: none">• City of Antioch Community Development Department <p>Monitoring Action:</p> <ul style="list-style-type: none">• Confirm pre-construction survey has been conducted no more than 14 days prior to start of construction activities.• If active burrows are found, confirm buffer zone has been established.	Prior to issuance of grading permit and throughout the construction phase as needed.		
Section 3.5: Cultural Resources						
<p>MM CUL-1: Cultural Materials Discovered During Construction. If any cultural resource is encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a qualified archaeologist who meets the Secretary of the Interior's Standards and Guidelines for Professional Qualifications in archaeology and/or history evaluates the resource for its potential significance and determines whether the resource requires further study. If the qualified archaeologist determines that the cultural resource does not appear to be eligible for inclusion on the California Register of Historical Resources (CRHR), it will be appropriately documented on Department of Parks and Recreation (DPR) 523 series forms and project activity may resume. If the qualified archaeologist determines that the cultural resource appears eligible for inclusion on the CRHR, the archaeologist shall make recommendations to the City of Antioch on the measures to be implemented to</p>	<ul style="list-style-type: none">• Construction Contractor• Qualified Archaeologist	During the construction phase.	<p>Monitoring Party:</p> <ul style="list-style-type: none">• City of Antioch Community Development Department <p>Monitoring Action:</p> <ul style="list-style-type: none">• Confirm a qualified archaeologist is under contract prior to the start of any ground disturbing activities.• If cultural resources are discovered during construction, confirm activities are halted until appropriate treatment measures are implemented.	Prior to issuance of grading permit and throughout the construction phase as needed.		



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
protect the discovered resources. The measures may include avoidance, preservation in place, data recovery excavation, or other appropriate measures outlined in PRC Section 21083.2. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate DPR forms and evaluated for significance in terms of CEQA criteria. The applicant shall be responsible for the costs of retaining a qualified archaeologist and the recording of resources on DPR forms. No further grading shall occur within a 50-foot radius of the discovery until the City of Antioch approves the measures to protect these resources. Any archaeological artifacts recovered because of mitigation shall be donated to a qualified scientific institution approved by the City where they would be afforded long-term preservation to allow future scientific study.						
MM CUL-2: Human Burials Encountered During Construction. If ground-disturbing activities uncover previously unknown human remains, Section 7050.5 of the California Health and Safety Code applies, and the following procedures shall be followed: There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the Contra Costa County Coroner and the appropriate City representative are contacted. Duly authorized representatives of the Coroner and the City shall be permitted onto the project area and shall take all actions consistent with Health and Safety Code Section 7050.5 and Government Code Sections 5097.98, et seq. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death. If the Coroner determines that the remains are Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the “most likely descendant” (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with	<ul style="list-style-type: none">• Construction Contractor• Qualified Archaeologist	During the construction phase.	Monitoring Party: <ul style="list-style-type: none">• City of Antioch Community Development Department Monitoring Action: <ul style="list-style-type: none">• Confirm a qualified archaeologist is under contract prior to the start of any ground disturbing activities.• Confirm a qualified archaeologist is onsite monitoring during ground disturbing activities.• If human remains are discovered during construction, confirm activities are halted until appropriate treatment measures are implemented.	Prior to issuance of grading permit and throughout the construction phase as needed.		



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the MLD's recommendations, the owner or the MLD may request mediation by NAHC.						
Section 3.7: Geology and Soils						
MM GEO-1: Implement Geotechnical Design Recommendations. Prior to issuance of grading permits, the applicant shall incorporate all design specifications and recommendations contained within the site specific geotechnical analysis report into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The project site plans shall be submitted to the City and reviewed as part of the building permit review process.	<ul style="list-style-type: none">• Applicant	Prior to issuance of grading permit.	Monitoring Party: <ul style="list-style-type: none">• City of Antioch Community Development Department Monitoring Action: <ul style="list-style-type: none">• Confirm all design specifications and recommendations contained in the geotechnical investigation report has been incorporated into project plans and submitted to the City.	Once during building permit review process.		
MM GEO-2: Implement Potential Liquefaction Hazard Recommendations. Prior to the issue of building permits, the project applicant shall submit to the City of Antioch Building Division, for review and approval, a design-level geotechnical engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer. The design-level report shall include measures to address construction requirements to mitigate, at a minimum, slope stability, liquefiable soils, and ground shaking. Recommendations of adequate and appropriate measures will be implemented, including, but not limited to designing foundations in a manner that limits the effects of liquefaction; the placement of an engineered fill with low liquefaction potential; and the alternative siting of structures in areas with a lower liquefaction risk.	<ul style="list-style-type: none">• Applicant	Prior to issuance of grading permit.	Monitoring Party: <ul style="list-style-type: none">• City of Antioch Community Development Department• City of Antioch Building Department Monitoring Action: <ul style="list-style-type: none">• Confirm design-level engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer has been submitted to the City of Antioch Building Department.• Confirm design-level report recommendations have been incorporated into project plans.	Once during building permit review process.		
MM GEO-3: Procedures for Paleontological Resources Discovered During Construction. If any paleontological resources are encountered during ground-disturbing or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified resource shall cease and the City shall immediately be notified. The applicant shall retain a qualified paleontologist (as	<ul style="list-style-type: none">• Construction Contractor• Qualified Paleontologist	During the construction phase.	Monitoring Party: <ul style="list-style-type: none">• City of Antioch Community Development Department Monitoring Action: <ul style="list-style-type: none">• Confirm selection of qualified paleontologist.	Prior to issuance of grading permit and throughout the construction phase as needed.		



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
approved by the City) to evaluate the find and recommend appropriate treatment of the inadvertently discovered paleontological resource. The appropriate treatment of an inadvertently discovered paleontological resource shall be implemented to ensure that impacts to the resource are avoided.			<ul style="list-style-type: none">If paleontological resources are encountered during construction, confirm construction activities are halted until appropriate treatment measures are implemented.			
Refer to Mitigation Measure HYD-1: Prepare and Implement a SWPPP in Section 3.10, Hydrology and Water Quality.						
Section 3.9: Hazards and Hazardous Materials						
MM HAZ-1: Prepare and Implement a Hazardous Materials Business Plan. The applicant shall prepare a Hazardous Materials Business Plan (HMBP) in accordance with CFR Title 40. The HMBP shall include inventory of any individual hazardous material or mixture in excess of any of the following quantities: 55 gallons (liquid); 500 pounds (solid); or 200 cubic feet (gases). The HMBP would include measures for safe storage, transportation, use, and handling of hazardous materials. The HMBP shall also include a contingency plan that described the facility’s response procedures in the event of a hazardous materials release. The HMBP shall be submitted to Contra Costa Health Services prior to start of operation.	<ul style="list-style-type: none">Applicant	Prior to start of operation.	Monitoring Party: <ul style="list-style-type: none">City of Antioch Community Development DepartmentContra Costa Health Services Monitoring Action: <ul style="list-style-type: none">Confirm HMBP has been submitted to Contra Costa Health Services prior to start of operation.Confirm HMBP is implemented during operation of the proposed project.	Prior to the start of operation and throughout operation phase as needed.		
MM HAZ-2: Removal of Asbestos and Lead-Based Paint. Prior to demolition of any onsite structures, the applicant shall retain a certified hazardous waste contractor to identify the presence of asbestos containing building materials and lead-based paint in existing structures. If such substances are found to be present, the contractor shall properly remove and dispose of them in accordance with federal and State law. All removal activities shall be completed prior to commencement of demolition activities. Following completion of removal activities, the applicant shall submit documentation to the City of Antioch verifying that all hazardous materials have been properly removed and disposed.	<ul style="list-style-type: none">ApplicantConstruction ContractorCertified Hazardous Waste Contractor	Prior to start of demolition activities.	Monitoring Party: <ul style="list-style-type: none">City of Antioch Community Development Department Monitoring Action: <ul style="list-style-type: none">Confirm asbestos and lead based paint surveys have been conducted prior to demolition activities.If asbestos and lead based paint are determined to be present, ensure documentation verifying proper removal and disposal has been submitted to the City.	Prior to the start of demolition activities.		
Refer to Mitigation Measures HYD-1: Prepare and Implement a SWPPP in Section 3.10, Hydrology and Water Quality.						
Section 3.10: Hydrology and Water Quality						
MM HYD-1: Prepare and Implement a SWPPP. Prior to the issuance of any construction-related permits, the applicant shall prepare and submit a Notice of Intent to the State Water Resources Control Board and prepare a Stormwater Pollution Prevention Plan (SWPPP) in	<ul style="list-style-type: none">ApplicantConstruction Contractor	Prior to issuance of grading permits and during construction.	Monitoring Party: <ul style="list-style-type: none">City of Antioch Community Development Department Monitoring Action:	Once at the time of contractor specifications review and throughout the construction phase as needed.		



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
<p>compliance with the National Pollutant Discharge Elimination System General Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills); description of the type and location of erosion and sediment control BMPs to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain onsite. Water quality BMPs identified in the SWPPP could include but are not limited to the following:</p> <ul style="list-style-type: none">• Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches, shall collect and direct runoff water around vulnerable areas to prepared drainage outlets.• Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.• Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater.• Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.• Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff.• Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas.			<ul style="list-style-type: none">• Confirm requirements of the approved SWPPP are included in project specifications and implemented throughout the construction phase.			



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
<p>No disturbed surfaces will be left without erosion control measures in place during the winter and spring months.</p> <ul style="list-style-type: none">• A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used onsite. The plan will also require the proper storage, handling, use, and disposal of petroleum products.• Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing vegetation will be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.						
Section 3.13: Noise						
<p>MM NOI-1: Project Fixed-Source Noise. The noise from all mechanical equipment associated with the project, including the car wash blowers, shall comply with the requirements in Policy 11.6.2.e in the City of Antioch General Plan and the maximum noise level limits listed in Section 9-5.1901, Paragraph A in the City of Antioch Code of Ordinances. Policy 11.6.2.e in the City of Antioch General Plan states the following: “When new development incorporating a potentially significant noise generator is proposed, require noise analyses to be prepared by a qualified acoustical engineer. Require the implementation of appropriate noise mitigation when the proposed project will cause new exceedances of General Plan noise objectives, or an audible (3.0 dB(A)) increase in noise in areas where General Plan noise objectives are already exceeded as the result of existing development.”</p> <p>Section 9-5.1901, Paragraph A in the City of Antioch Code of Ordinances states “Uses adjacent to outdoor living areas (e.g., backyards for single-family homes and patios for multifamily units) and parks shall not cause an increase in background ambient noise which will exceed 60 CNEL.”</p>	<ul style="list-style-type: none">• Applicant• Qualified Acoustical Engineer	<p>Prior to issuance of grading permit.</p>	<p>Monitoring Party:</p> <ul style="list-style-type: none">• City of Antioch Community Development Department <p>Monitoring Action:</p> <ul style="list-style-type: none">• Confirm noise analysis has been conducted by a qualified acoustical engineer.• Confirm equipment has been designed to incorporate mitigation measures as needed.	<p>Once during design review phase.</p>		



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
<p>MM NOI-2: Construction Activity. All construction activity shall follow the time and noise reduction measure requirements listed in Policies 11.6.2.i, j, k, m, and n in the City of Antioch General Plan and Sections 5-17.04 and 5-17.05 in the City of Antioch Code of Ordinances as follows:</p> <p>i. Ensure that construction activities are regulated as to hours of operation in order to avoid or mitigate noise impacts on adjacent noise-sensitive land uses.</p> <p>j. Require proposed development adjacent to occupied noise sensitive land uses to implement a construction-related noise mitigation plan. This plan would depict the location of construction equipment storage and maintenance area, and document methods to be employed to minimize noise impacts on adjacent noise sensitive land uses.</p> <p>k. Require that all construction equipment utilize noise reduction features (e.g., mufflers and engine shrouds) that are no less effective than those originally installed by the manufacturer.</p> <p>m. Prior to the issuance of any grading plans, the City shall condition approval of subdivisions and non-residential development adjacent to any developed/occupied noise-sensitive land uses by requiring applicants to submit a construction-related noise mitigation plan to the City for review and approval. The plan should depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of the project through the use of such methods as:</p> <ul style="list-style-type: none">• The construction contractor shall use temporary noise-attenuation fences, where feasible, to reduce construction noise impacts on adjacent noise sensitive land uses.• During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers’ standards. The construction contractor shall place all stationary construction equipment so that emitted noise is	<ul style="list-style-type: none">• Applicant• Construction Contractor	<p>Prior to issuance of grading permit and during construction.</p>	<p>Monitoring Party:</p> <ul style="list-style-type: none">• City of Antioch Community Development Department <p>Monitoring Action:</p> <ul style="list-style-type: none">• Confirm requirements are implemented prior to and during construction.	<p>Once at the time of contractor specifications review and throughout the construction phase as needed.</p>		



5200 Lone Tree Way United Pacific Gas Station Project
Mitigation, Monitoring, and Reporting Program

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
<p>directed away from sensitive receptors nearest the project site.</p> <ul style="list-style-type: none">The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.The construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays and public holidays. <p>n. The construction-related noise mitigation plan required shall also specify that haul truck deliveries be subject to the same hours specified for construction equipment. Additionally, the plan shall denote any construction traffic haul routes where heavy trucks would exceed 100 daily trips (counting those both to and from the construction site). To the extent feasible, the plan shall denote haul routes that do not pass sensitive land uses or residential dwellings. Lastly, the construction-related noise mitigation plan shall incorporate any other restrictions imposed by the City.</p> <p>Section 5-17.04 “Heavy Construction Equipment Noise” and Section 5-17.05 “Construction Activity Noise” states it shall be unlawful for any person to operate heavy construction equipment or be involved in construction activity during the hours specified below:</p> <ol style="list-style-type: none">On weekdays prior to 7:00 a.m. and after 6:00 p.m.On weekdays within 300 feet of occupied dwelling space, prior to 8:00 a.m. and after 5:00 p.m.On weekends and holidays, prior to 9:00 a.m. and after 5:00 p.m., irrespective of the distance from the occupied dwelling.						
MM NOI-3: Construction Vibration. Follow the FTA construction mitigation measures listed in Section 7.2, Construction Vibration Assessment, in the Transit Noise	<ul style="list-style-type: none">ApplicantConstruction Contractor	Prior to issuance of grading permit and during construction.	Monitoring Party: <ul style="list-style-type: none">City of Antioch Community Development Department	Once at the time of contractor specifications review and throughout		



Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
<p>and Vibration Impact Assessment Manual document (FTA Report No. 0123 September 2018).</p> <p>Design Considerations and Project Layout</p> <ul style="list-style-type: none">Route heavily loaded trucks away from residential streets. Select streets with the fewest homes if no alternatives are available.Operate earth-moving equipment on the construction lot as far away from vibration-sensitive sites as possible. <p>Sequence of Operations</p> <ul style="list-style-type: none">Phase demolition, earth-moving, and ground-impacting operations so as not to occur in the same time period. Unlike noise, the total vibration level produced could be substantially less when each vibration source operates separately.Avoid nighttime activities. Sensitivity to vibration increases during the nighttime hours in residential neighborhoods. <p>Alternate Construction Methods</p> <ul style="list-style-type: none">Avoid vibratory rollers and packers near sensitive areas. <p>Vibration Mitigation Plan</p> <ul style="list-style-type: none">Describe and commit to a mitigation plan that will be developed and implemented during the engineering and construction phase when the information available during the project development phase will not be sufficient to define specific construction vibration mitigation measures. The objective of the plan should be to minimize construction vibration damage using all reasonable and feasible means available. The plan should include the following components:<ul style="list-style-type: none">A procedure for establishing threshold and limiting vibration values for potentially affected structures, based on an assessment of each structure's ability to withstand the loads and displacements due to construction vibrations.A commitment to develop a vibration monitoring plan during the engineering phase and to implement a compliance monitoring program during construction.			<p>Monitoring Action:</p> <ul style="list-style-type: none">Confirm requirements are implemented prior to and during construction.	the construction phase as needed.		



5200 Lone Tree Way United Pacific Gas Station Project
Mitigation, Monitoring, and Reporting Program

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
Section 3.18: Tribal Cultural Resources						
Refer to Mitigation Measures CUL-1: Cultural Materials Discovered During Construction and CUL-2: Human Burials Encountered During Construction in Section 3.5, Cultural Resources.						



ATTACHMENT B

CITY COUNCIL RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A GENERAL PLAN AMENDMENT AMENDING THE LAND USE DESIGNATION FOR THE UNITED PACIFIC GAS STATION PROJECT FROM COMMERCIAL OFFICE TO CONVENIENCE COMMERCIAL

WHEREAS, the City of Antioch received an application from Embree Asset Group for approval of an Initial Study / Mitigated Negative Declaration, General Plan Amendment, Planned Development Rezone, Final Development Plan, Use Permit, and Design Review for the development of a gas station, convenience store, car wash and associated site improvements at 5200 Lone Tree Way (GP-21-01, PD-21-01, UP-21-02, AR-21-03) (APNs 056-270-059);

WHEREAS, an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) was prepared in accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15162;

WHEREAS, on May 4, 2022, the Planning Commission recommended to the City Council adoption of the IS/MND and MMRP;

WHEREAS, on July 26, 2022, the City Council adopted the Final IS/MND and MMRP;

WHEREAS, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan;

WHEREAS, the primary purpose of the General Plan Amendment is to ensure consistency between the City of Antioch General Plan and the Project;

WHEREAS, the proposed project requires amendments to the General Plan Land Use Map to redesignate the site from Commercial Office to Convenience Commercial;

WHEREAS, on May 4, 2022, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and documentary and recommended the City Council approve the General Plan Amendment;

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on July 15, 2022 for the City Council public hearing held on July 26, 2022; and

WHEREAS, the City Council considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby make the following findings for approval of the General Plan Amendment:

1. The proposed project conforms to the provisions and standards of the General Plan because the proposed amendment is internally consistent with all other provisions of the General Plan and does not conflict with any of the previously adopted Goals, Policies and Programs of the General Plan;
2. The proposed Amendment is necessary to implement the goals and objectives of the General Plan because the project will provide additional jobs and sales taxes to the City;
3. The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City because the Amendment will result in a logical placement of land uses consistent with the overall intent of the General Plan;
4. The proposed project will not cause environmental damage because the United Pacific Gas Station IS/MND determined that all potential environmental impacts would be less than significant with mitigations incorporated;
5. The Proposed General Plan Land Use Map Amendment will not require changes to or modifications of any other plans that the City Council adopted before the date of this resolution.

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council hereby adopts the General Plan Land Use Map Amendment (GP-21-01) re-designating the site identified by Assessor's Parcel Number 056-270-059 from Commercial Office to Convenience Commercial.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch

ATTACHMENT C

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE
THE APPROXIMATELY 2.00 ACRE UNITED PACIFIC GAS STATION PROJECT
SITE (APN 056-270-059) FROM PLANNED DEVELOPMENT DISTRICT TO
PLANNED DEVELOPMENT DISTRICT (PD-21-01)**

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

SECTION 1:

The City Council determined on July 26, 2022, that, pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act, and after full consideration of the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) prepared for project, and on the basis of the whole record before it, the IS/MND and MMRP for the United Pacific Gas Station Project should be adopted.

SECTION 2:

At its regular meeting of May 4, 2022, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Planned Development District to Planned Development District (PD-21-01) for the United Pacific Gas Station Project.

SECTION 3:

The real property described in Exhibit A, attached hereto, is hereby rezoned from Planned Development District to Planned Development (PD-21-01) for the United Pacific Gas Station Project, and the zoning map is hereby amended accordingly.

SECTION 4:

The development standards, as defined below, for the subject property (APN 056-270-059), known as the United Pacific Gas Station Project, are herein incorporated into this ordinance, and are binding upon said property.

**Development Standards for the United Pacific Gas Station Project Planned
Development District (PD-21-01)**

Development Standards for Wild Horse Multifamily Project	PD Zoning Standards for Multifamily Residential Project
Maximum height	35'
Maximum Lot Coverage	35%
Minimum Front Yard Landscaping Setback	From Lone Tree Way: 30'
Minimum Street Side Yard Landscaping Setback	From Vista Grande Drive: 20'
Minimum Interior Side Setback	20'
Minimum Rear Yard Setback	20'
Minimum Lot Size	20,000 Square Feet
Parking	As required in Section 9-5.17 of the Antioch Municipal Code

SECTION 5

The allowed uses, as defined below, for the subject property (APN 056-270-059), known as the United Pacific Gas Station Project, are herein incorporated into this ordinance, and are binding upon said property.

Convenience Commercial Uses. Allowed uses shall be those uses as allowed in the C-1 Convenience Commercial District as established in Section 9.5.3803 of the City of Antioch Municipal Code.

SECTION 6:

The City Council finds that the proposed zone reclassification will allow uses more suitable for the site than the present classification; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with the Antioch General Plan.

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 _____ of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lamar A. Thorpe
Mayor of the City of Antioch

ATTEST:

Elizabeth Householder
City Clerk of the City of Antioch

ATTACHMENT D

CITY COUNCIL RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING OF A FINAL DEVELOPMENT PLAN, USE PERMIT, AND DESIGN REVIEW FOR THE UNITED PACIFIC GAS STATION PROJECT

WHEREAS, the City of Antioch received an application from Embree Asset Group for approval of an Initial Study / Mitigated Negative Declaration, General Plan Amendment, Planned Development Rezone, Final Development Plan, Use Permit, and Design Review for the development of a gas station, convenience store, car wash and associated site improvements at 5200 Lone Tree Way (GP-21-01, PD-21-01, UP-21-02, AR-21-03) (APNs 056-270-059);

WHEREAS, the City prepared an Initial Study and Mitigated Negative Declaration (IS/MND), to evaluate the potential environmental impacts of the Project in conformance with Section 15063 of Title 14 of the California Code of Regulations (the "CEQA Guidelines");

WHEREAS, on May 4, 2022, the Planning Commission recommended to the City Council adoption of the IS/MND and MMRP;

WHEREAS, on May 4, 2022 the Planning Commission recommended to the City Council approval of a General Plan Land Use Map Amendment (GP-21-01) re-designating the site identified by Assessor's Parcel Number 056-270-059 from Commercial Office to Convenience Commercial;

WHEREAS, on May 4, 2022 the Planning Commission recommended to the City Council approval of a Rezone to Planned Development (PD-21-01);

WHEREAS, on May 4, 2022 the Planning Commission recommended to the City Council approval of a Final Development Plan, Use Permit and Design Review (PD-21-01, UP-21-02, AR-21-03);

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on July 15, 2022 for the City Council public hearing held on July 26, 2022;

WHEREAS, on July 26, 2022, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and documentary; and

WHEREAS, the City Council considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

NOW, THEREFORE, BE IT RESOLVED, that the City Council makes the following findings for approval of a Final Development Plan:

1. Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability because the project has been designed to accommodate all uses on the existing site. The uses proposed will not be detrimental to present or potential surrounding uses but instead will have a beneficial effect which could not be achieved under the current General Plan Land Use designation or zoning for the project site. The project has been designed and conditioned to not have any detrimental effects on the surrounding land uses and will provide a convenient shopping and fueling location for the nearby residents.
2. The streets and thoroughfares proposed meet the standards of the City's Growth Management Program and adequate utility service can be supplied to all phases of the development because the project will be constructing all the required streets and utilities to serve the project. The project will be required to pay for all improvements to the site as well as its fair share of impacts to all public services. The project has been reviewed and no significant impacts on utilities or services has been identified.
3. The commercial components of the project are justified economically at the location proposed.
4. There are no residential components of the project.
5. There are no industrial components of the project.
6. Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted. The proposed final development plan is substantially in conformance with the zoning requirements for Convenience Commercial developments and the Planned Development District standards established for the project site.
7. The area surrounding the P-D District can be planned and zoned in coordination and substantial compatibility with the proposed development because the proposed development is fronting a major thoroughfare with all surrounding uses currently zoned and development. The project has been designed and conditioned to be compatible with the surrounding uses.
8. The Project and the PD District conform to the General Plan of the City because the amendment to the General Plan to change the designation to Convenience Commercial allows the development to occur.

BE IT FURTHER RESOLVED that the City Council does hereby make the following findings for approval of the requested Use Permit pursuant to Section 9-5.2703 “Required Findings” (B) (1) of the Antioch Municipal Code:

- a. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

Finding: The project has been designed to comply with the City of Antioch Municipal Code requirements.

- b. The use applied at the location indicated is properly one for which a use permit is authorized.

Finding: The City of Antioch Zoning Ordinance requires a use permit for all Planned Development District (PD) applications.

- c. That the site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required.

Finding: The site plan complies with the Planned Development standards established for the project’s Planned Development District.

- d. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

Finding: The project site is located at the intersection of Lone Tree Way and Vista Grande Drive. Both streets are adequate in width and pavement type to carry the traffic generated by the proposed use.

- e. That the granting of such use permit will not adversely affect the comprehensive General Plan because the proposed use is consistent with the General Plan.

Finding: The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

BE IT FURTHER RESOLVED that the City Council of the City of Antioch does hereby APPROVE a Final Development Plan, Use Permit, and Design Review for the development of a gas station, convenience store, car wash and associated site improvements at 5200 Lone Tree Way (GP-21-01, PD-21-01, UP-21-02, AR-21-03) (APNs 056-270-059); subject to the following conditions in Exhibit A.

* * * * *

I HEREBY CERTIFY that the foregoing recommendation was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 26th day of July 2022 by following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch

EXHIBIT A: CONDITIONS OF APPROVAL

		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	General Conditions				
1.	Project Approval. This Final Development Plan, Use Permit and Design Review approval is for 5200 Lone Tree Way (APN 056-270-059), as substantially shown and described on the project plans, except as required to be modified by conditions herein. Plans date received April 30, 2021, as presented to the City Council on July 26, 2022 ("Approval Date."). For any condition herein that requires preparation of a Final Plan where the project applicant has submitted a conceptual plan, the project applicant shall submit final plan(s) in substantial conformance with the conceptual plan, but incorporate the modifications required by the conditions herein for approval by the City.	City of Antioch	On-Going	Planning Department	
2.	Project Approval Expiration. This Final Development Plan, Use Permit and Design approval expires on July 26, 2024 (two years from the date on which this approval becomes effective) or at an alternate time specified as a condition of approval, unless a building permit has been issued and construction diligently pursued. The approval may be renewed by the Zoning Administrator for a period up to an additional one (1) year, provided that, at least ten (10) days before expiration an application for renewal of the approval is filed with the Community Development Department. The Zoning Administrator may grant a renewal of an approval where there is no change in the original application, or there is no request to change any condition of approval. No more than two (2) one (1) year extensions may be granted.	City of Antioch	On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
3.	<p>City Fees. The applicant shall pay any and all City and other related fees applicable to the property, as may be modified by conditions herein. Fees shall be based on the current fee structure in effect at the time the relevant permits are secured and shall be paid before issuance of said permit or before any City Council final action approval. Notice shall be taken specifically of Plan Check, Engineering, Fire and Inspection Fees. The project applicant shall also reimburse the City for direct costs of planning; building and engineering plan check and inspection, as mutually agreed between the City and applicant.</p> <p><i>Discretionary or ministerial permits/approvals will not be considered if the developer is not current on fees, balances, and reimbursement that are outstanding and owed to the City.</i></p>	City of Antioch	On-Going	Community Development Department	
4.	<p>Pass-Through Fees. The developer shall pay all pass-through fees. Fees include but are not limited to:</p> <ul style="list-style-type: none"> East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s). Contra Costa County Flood Control District Drainage Area fee. School Impact Fees. Delta Diablo Sanitation Sewer Fees. Contra Costa Water District Fees. 	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

6.	Requirement for Building Permit. Approval granted by the Planning Commission does not constitute a building permit or authorization to begin any construction or demolish an existing structure. An appropriate permit issued by the Community Development Department must be obtained before constructing, enlarging, moving, converting, or demolishing any building or structure within the City.	City of Antioch	On-Going	Building Department	
7.	Modifications to Approved Plans. The project shall be constructed as approved and with any additional changes required pursuant to the Zoning Administrator or Planning Commission Conditions of Approval. Planning staff may approve minor modifications in the project design, but not the permitted land uses. A change requiring discretionary approval and any other changes deemed appropriate by the Planning staff shall require further Planning Commission or Zoning Administrator approval through the discretionary review process.	City of Antioch	On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
8.	Mitigation Monitoring and Reporting Program. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program for the United Pacific Gas Station Project	City of Antioch	On-Going	Planning Department	
9.	Compliance Matrix. With the submittal of all grading plans, improvement plans, and building permit plans, the applicant shall submit to the Community Development Department a Conditions and Mitigation Measures Compliance Matrix that lists: each Condition of Approval and Mitigation Measure, the City division responsible for review, and how the applicant meets the Condition of Approval or Mitigation Measure. The applicant shall update the compliance matrix and provide it with each submittal.	City of Antioch	On-Going	Community Development Department	
10.	Hold Harmless Agreement/Indemnification. The applicant (including any agent thereof) shall defend, indemnify, and hold harmless, the City of Antioch and its agents, officers and employees, from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul the City's approval concerning this application. The City will promptly notify the applicant of any such claim action or proceeding and cooperate fully in the defense.	City of Antioch	On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	Public Works Standards				
11.	City Standards. All proposed improvements shall be constructed to City standards or as otherwise approved by the City Engineer in writing.	City of Antioch	On-Going	Public Works Department	
12.	Utility Construction. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.	City of Antioch	On-Going	Public Works Department	
14.	Utility Undergrounding. All existing and proposed utilities shall be undergrounded (e.g., transformers and PMH boxes) and subsurface pursuant to Section 7-3 "Underground Utility Districts" of the Antioch Municipal Code.	City of Antioch	On-Going	Public Works Department	
14.	Utility Mapping. Prior to acceptance of public utilities, the developer shall provide GPS coordinates of all in and above ground assets. This includes all Water Distribution Utility features, Collection Utility features, Storm Water Utility features, and inverts associated with these features. Developer shall also include GPS coordinates of metal subdivision entryway signs, street signs, light poles, and irrigation controllers. These GPS coordinates must be taken on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the NAVD 88 (with conversion information).	City of Antioch	Prior to Acceptance of Public Utilities	Public Works Department	
15.	Sewer. All sewage shall flow by gravity to the intersecting street sewer main.	City of Antioch	On-Going	Public Works Department	
16.	Storm Drain Design/Construction. The developer shall design and construct storm drain facilities to adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage	City of Antioch	At the Time of Building Permit Submittal	Public Works Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	<p>facility or natural watercourse, without diversion of the watershed.</p> <p>a. All public utilities, including storm drainpipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.</p> <p>b. Storm drain system shall flow to the Detention Basins shown within the study and on the tentative map with no diversion out of existing watershed(s).</p> <p>c. The detention basin and associated improvements shall be constructed and operational prior to issuance of first residential building permit.</p> <p>d. Detention basins shall be designed to the satisfaction of the City Engineer with an emergency spillway to provide controlled overflow relief for large storm events. An Operations and Maintenance Manual (for each basin) shall be submitted for basins prior to the issuance of the first building permit.</p>				
17.	<p>Water Pressure. The developer shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.</p>	City of Antioch	On-Going	Public Works Department	

EXHIBIT A: CONDITIONS OF APPROVAL

18.	Requirement for Looped System. Water systems shall be designed as a looped distribution system, if not already connecting as a looped system, developer shall be responsible for installing any water mains off site to create a looped system at no cost to the City.	City of Antioch	On-Going	Public Works Department	
19.	Hydrology Analysis. The developer shall submit hydrology and hydraulic analyses as part of the storm water control plan. The analysis shall demonstrate adequacy of the in-tract drainage system and downstream drainage system. The analysis shall be reviewed and approved by Contra Costa County Flood Control.	City of Antioch	Prior to the Recordation of the First Final Map	Public Works Department	
20.	Retaining Walls 1. Public Right of Way. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless otherwise approved by the City Engineer. 2. Materials. All retaining walls shall be of concrete masonry unit construction. 3. Height. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.	City of Antioch	On-Going	Public Works Department	
	Conservation/NPDES				
21.	C.3 Compliance. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project are subject to C.3 requirements.	State of California	On-Going	Public Works Department	
22.	NPDES. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES	Federal Government	At the Time of Building Permit Submittal	Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

	<p>Requirements are those in affect at the time of the Final Discretionary Approval.)</p> <p>Under NPDES regulations, the project is subject to provision C.3: "New development and redevelopment regulations for storm water treatment."</p> <p>a. Requirements. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls so that post-project runoff does not exceed estimated pre-project runoff.</p> <p>b. Storm Water Control Plan. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrate plan compliance. The SWCP shall be submitted concurrently with site improvement plans.</p> <p>c. Operation and Maintenance Plan. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted to the Building Department at the time of permit submittal.</p> <p>d. CCRs. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.</p>				
23.	<p>NPDES Plan Submittal Requirements. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:</p> <p>a. Application. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a</p>	Federal Government	At the Time of Building Permit Submittal	Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

	<p>permit application consistent with the developer's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.</p> <p>b. Certified Professional. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).</p> <p>c. Final Operation & Maintenance Plan. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.</p>				
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EXHIBIT A: CONDITIONS OF APPROVAL

	<p>d. Long Term Management. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.</p> <p>e. Design Details.</p> <p>i. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.</p> <p>ii. Install on all catch basins “No Dumping, Drains to River” decal buttons.</p> <p>f. Hydrology Calculations. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.</p> <p>g. Regional Water Quality Control. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.</p> <p>h. SWPP. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site</p>				
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EXHIBIT A: CONDITIONS OF APPROVAL

	<p>cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.</p> <p>i. BMP. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.</p> <p>j. Erosion Control. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.</p> <p>k. On-Going Maintenance.</p> <p>i. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.</p> <p>ii. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be</p>				
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EXHIBIT A: CONDITIONS OF APPROVAL

	<p>collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.</p> <p>iii. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.</p> <p>iv. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.</p> <p><i>Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.</i></p>				
	Fire Standards				
24.	The applicant shall comply with the conditions provided by the Contra Costa County Fire Protection District in the letter dated June 30, 2021.	Contra Costa Fire Protection District	TBD	Contra Costa Fire Protection District	
	Building Permit Submittal				
25.	Requirement for Phasing Plan. The project shall be built continuously in one phase. If the project will become a phased	City of Antioch	At the time of Building Permit Submittal	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	project, then the developer shall provide a phasing plan to the Community Development Department.				
26.	Final Landscape Plans. The applicant shall submit final landscape plans that identify specific plant materials to be used, including all shrubs and groundcover, providing both common and botanical names, sizes and quantities at the time of building permit submittal. The project shall emphasize local and native species of plants in the final landscape plans.	City of Antioch	At the time of Building Permit Submittal	Building Department	
27.	Water Efficient Landscape Ordinance. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S The State Model Water Efficient Landscape Ordinance (MWEL0). The applicant shall demonstrate compliance with the applicable requirements of the MWEL0 in the landscape and irrigation plans submitted to the City.	City of Antioch	At the time of Building Permit Submittal	Community Development Department	
28.	Common Area Landscaping. Landscaping on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and shall be installed at the applicant's expense.	City of Antioch	At the time of Building Permit Submittal	Public Works Department	

EXHIBIT A: CONDITIONS OF APPROVAL

		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	Grading Improvements				
29.	Requirement for Grading Permit. A grading permit shall be required prior to commencement of any grading operations. The permit shall be obtained through the City’s Building Department subject to review and approval by the City Engineer. The submitted plans shall incorporate any modifications required by the Conditions of Approval.	City of Antioch	At the time of Building Permit Submittal	Public Works	
30.	Soils. Prior to the approval of the grading plan(s), the City Engineer shall determine if a soils or structural engineer, are required to review the building permit plan set submitted for this project. If deemed necessary by the City Engineer, field inspections by such professionals will be required to verify compliance with the approved plans. Costs for these consulting services shall be incurred by the developer.	City of Antioch	At the time of Building Permit Submittal	Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	At the Time of Building Permit Issuance				
31.	Sewer System Requirements. The sewer system for the subject site shall comply with current building codes City of Antioch Municipal Code and to the satisfaction of the City Engineer prior to issuance of building permit.	City of Antioch	At the time of Building Permit Issuance	Building Department	
32.	Demolition Permit. Site demolition shall not occur until construction permits are issued for the development project. All demolition shall be in accordance with permits issued by the City and Bay Area Air Quality Management District (BAAQMD).	City of Antioch	At the time of Building Permit Issuance	Community Development Department	
33.	Encroachment Permit. The applicant shall obtain an encroachment permit from the Engineering Division before commencing any construction activities within any public right-of-way or easement.	City of Antioch	At the time of Building Permit Issuance	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	At the Time of Construction				
34.	Collection of Construction Debris. Gather all construction debris on a regular basis and place them in a Waste Management dumpster or other container that is emptied or removed on a weekly basis consistent with the Construction and Demolition Debris Ordinance. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.	City of Antioch	On-Going	Building Department	
35.	Construction Hours. Construction activity shall be as outlined in in the Antioch Municipal Code. Construction activity is limited to 8:00 AM to 5:00 PM Monday-Friday or as approved in writing by the City Manager. Requests for alternative construction hours shall be submitted in writing to the City Manager or his designee. <i>Construction activity in the public right of way shall only occur during the hours of 9:00 AM – 3:00 PM (Per Planning Commission Action 5/24/22)</i>	City of Antioch	On-Going	Building Department/ Public Works Department	
36.	Demolition, Debris, Recycling. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.	City of Antioch	On-Going	Building Department/ Public Works Department	

EXHIBIT A: CONDITIONS OF APPROVAL

		<u>Regulation Source</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
37.	Erosion Control Measures. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.	City of Antioch	On-Going	Building Department/ Public Works Department	
38.	Dust Control. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with a contact number of the developer, City staff, and the air quality control board.	City of Antioch	On-Going	Building Department/ Public Works Department	
39.	Debris Removal. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.	City of Antioch	On-Going	Building Department/ Public Works Department	
	Prior to Issuance of Occupancy Permit				
40.	Planning Inspection. Planning staff shall conduct a site visit to review exterior building elevations for architectural consistency with the approved plans and landscape installation (if required). All exterior finishing details including window trim, paint, gutters, downspouts, decking, guardrails, and driveway installation shall be in place prior to scheduling the final inspection.	City of Antioch	Prior to Occupancy Permit	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

41.	Debris Removal. All mud, dirt or construction debris carried off the construction site and shall be removed prior to scheduling the final Planning inspection. No materials shall be discharged onto a sidewalk, street, gutter, storm drain or creek.	City of Antioch	Prior to Occupancy Permit	Building Department	
42.	Fire Prevention. A final Fire inspection shall occur to inspect all fire prevention systems constructed as part of the project. Inspections shall occur prior to final occupancy permit issuance.	Contra Costa Fire Protection District	Prior to Occupancy Permit	Fire Department	
43.	Damage to Street Improvements. Any damage to street improvements now existing or done during construction on or adjacent to the subject property, shall be repaired to the satisfaction of the City Engineer at the full expense of the applicant. This shall include sidewalk repair, slurry seal, street reconstruction or others, as may be required by the City Engineer.	City of Antioch	Prior to Occupancy Permit	Building Department	
44.	Right-of-Way Construction Standards. All improvements within the public right-of-way, including curb, gutter, sidewalks, driveways, paving and utilities, shall be constructed in accordance with approved standards and/or plans and shall comply with the standard plans and specifications of the City Engineer.	City of Antioch	Prior to Occupancy Permit	Public Works	
	Project Specific Conditions				
45.	Deceleration Lane. Construct the deceleration lane on Lone Tree Way as shown on the plans submitted to the Community Development Department on April 30, 2021.	City of Antioch	Prior to Occupancy Permit	Public Works	
46.	Sidewalk Repair. Existing Sidewalks along Lone Tree Way and Vista Grande Drive and the property frontage shall be reconstructed or repaired per City standards as required by the Public Works Inspector and as approved by the City Engineer.	City of Antioch	Prior to Occupancy Permit	Public Works	

EXHIBIT A: CONDITIONS OF APPROVAL

47.	On-Street Striping. Lone Tree Way shall be restriped per California MUTCD standards from the extension of the west property line to Vista Grande Drive for the right turn lane included any other modifications as required by the City Engineer and shown in approved plans.	City of Antioch	Prior to Occupancy Permit	Public Works	
48.	ADA. The existing curb ramp at the corner of Lone Tree Way and Vista Grande Drive, shall be removed and replaced with new City standard curb ramps meeting current ADA requirements.	City of Antioch	Prior to Occupancy Permit	Public Works	
49.	Parking Lot Plan. The parking lot striping and signing plan shall be approved by the City Engineer.	City of Antioch	Prior to Occupancy Permit	Public Works	
50.	Parking Lot Striping All parking spaces shall be double-striped, and all parking lot dimensions shall meet minimum City policies and Antioch Municipal Code requirements.	City of Antioch	Prior to Occupancy Permit	Public Works	
51.	Requirement for Compact Spaces. No more than ten percent (10%) of parking spaces shall be compact per AMC §9-5.1711.	City of Antioch	Prior to Occupancy Permit	Public Works	
52.	Red Curb. The red curb along the project frontage shall be repainted as approved by the City Engineer.	City of Antioch	Prior to Occupancy Permit	Public Works	
53.	Turning Template. The applicant shall show a turning template on the site plan exhibit, submitted with the permit drawings verifying that delivery trucks can safely ingress, egress and successfully maneuver throughout the site.	City of Antioch	Prior to Occupancy Permit	Public Works	
54.	Alcohol Sales. Only beer and wine may be sold under an ABC Type 20 Off Sale Beer and Wine license.	City of Antioch	On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

55.	Alcohol Sales Floor Area. The total sales area dedicated to the sale of alcoholic beverages shall be restricted as follows: No more than 15 linear feet of refrigerated cooler display; and No more than 60 square feet of convenience store floor area.	City of Antioch	On-Going	Planning Department	
56.	Tobacco Sales. Tobacco sales shall comply with AMC § 9-5.3843 Tobacco and Paraphernalia Retailers and AMC § 6- 8.14 Restrictions on Tobacco Retailers and Businesses.	City of Antioch	On-Going	Planning Department	
57.	Temporary Signage Restrictions. Temporary signs, banners, commercial flags, and similar devices are prohibited at this site, except as individually approved by the Community Development Department.	City of Antioch	On-Going	Planning Department	
58.	Canopy Illumination. The only lighted elements of the fuel canopy shall be the channel letters, logo, and canopy down lights. No illuminated band is allowed.	City of Antioch	On-Going	Planning Department	
59.	In-Window Signage. No more than 50% of the total window area may be covered with graphic lettering, signage, or other devices that may obscure vision into the building.	City of Antioch	On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

60.	Operating Hours. The hours of operation shall be as follows: Convenience store 4:00 AM – 10:00 PM Car wash 7:00 AM – 9:00 PM Fuel dispensers 4:00 AM – 10:00 PM (Per Planning Commission Action 5/4/22)	City of Antioch	On-Going	Planning Department	
61.	Fencing Requirements. The proposed fence separating the development from the vacant portion of the site shall be a solid fence that it architecturally compatible with the development. A fencing detail shall be included with the building permit submittal.	City of Antioch	At the time of Building Permit Issuance	Planning Department	
62.	Photometric Plan. A revised photometric plan shall be submitted that any light spillover onto adjacent residential properties is less than one-half foot candle per the requirements of AMC § 9-5.1715 Lighting	City of Antioch	At the time of Building Permit Issuance	Planning Department	
63.	Revocation. Pursuant to Section 9-5.2707.1 "Violation, Revocation, Fine" of the City of Antioch Municipal Code, if there is a violation of the Conditions of Approval, the Planning Commission shall hold a public hearing to consider revocation of the Conditional Use Permit. If the Planning Commission determines that the operation is not in compliance with the Conditions of Approval, there is a public nuisance or otherwise a threat to public health, safety, or welfare, this may result in revocation of or modification to the Use Permit or imposition of a fine.	City of Antioch	On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

64.	Bicycle Requirements. The applicant shall provide a bicycle repair stand and air pump for public use (Per Planning Commission Action 5/4/22)	City of Antioch	At the time of Building Permit Issuance	Planning Department	
65.	Security Requirements. The applicant shall provide a drive-by security guard during off hours (Per Planning Commission Action 5/4/22)	City of Antioch	On-Going	Planning Department	

GENERAL SITE NOTES:

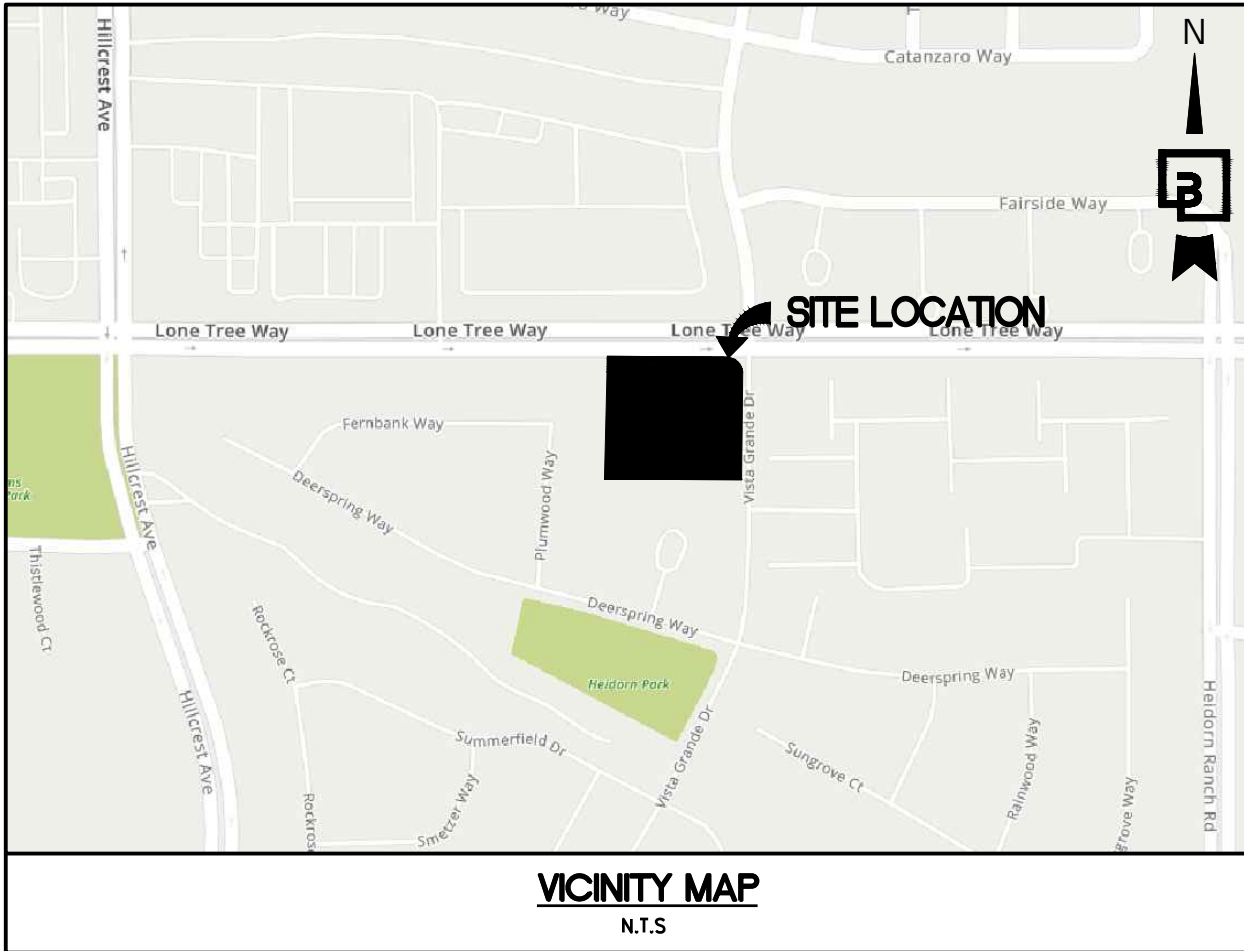
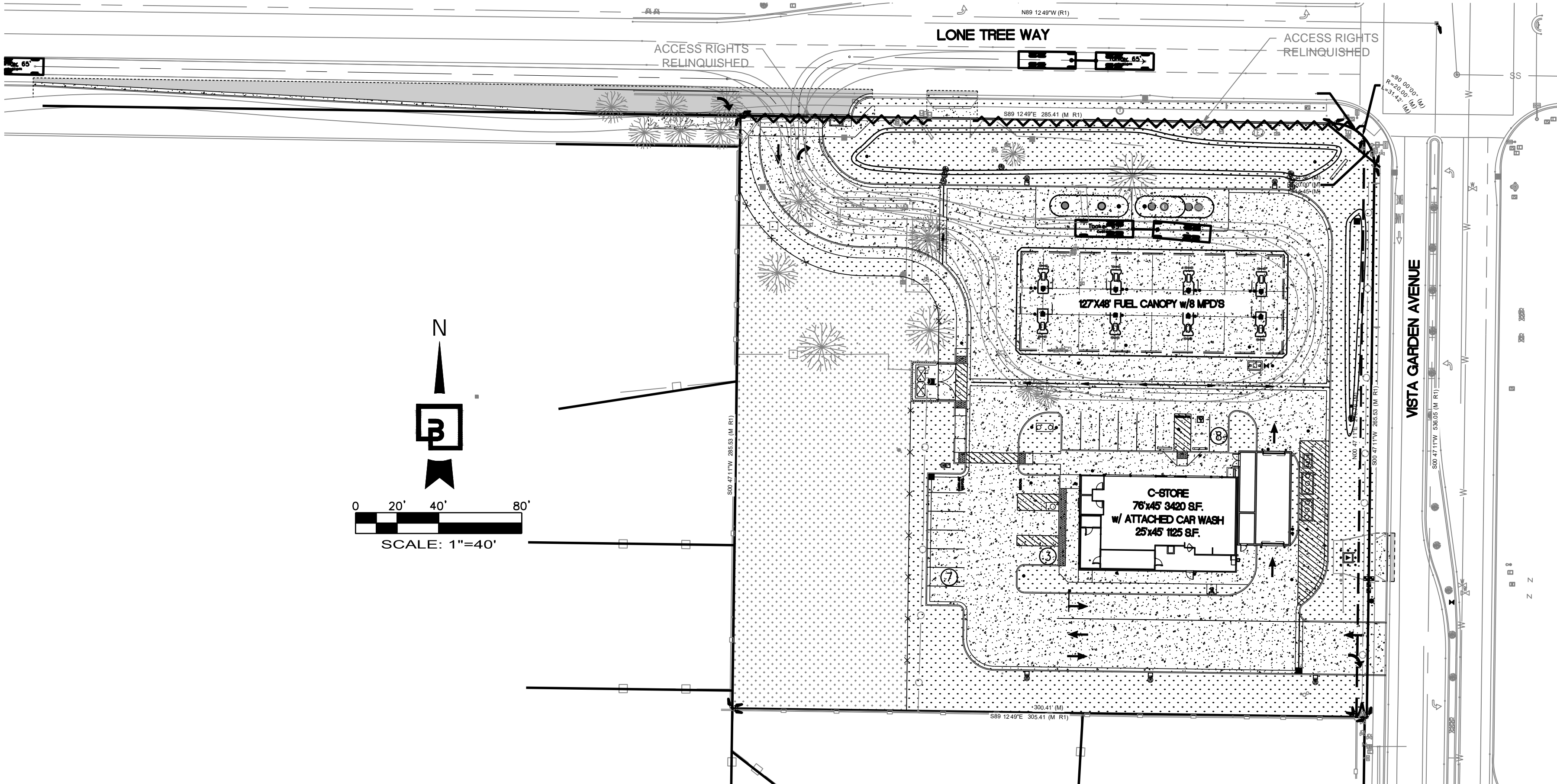
- THE CONTRACTOR SHALL OBTAIN AND HAVE AVAILABLE COPIES OF THE APPLICABLE GOVERNING AGENCY STANDARDS AT THE JOB SITE DURING THE RELATED CONSTRUCTION OPERATIONS.
- CONTRACTOR SHALL ASSURE THAT ALL NECESSARY PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE UTILITIES WITH EVIDENCE OF THEIR INSTALLATION VISIBLE AT GROUND SURFACE OR SHOWN ON RECORD DRAWING PROVIDED BY OTHERS ARE SHOWN HEREON. EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY AND ARE SUBJECT TO A DEGREE OF UNKNOWN VARIATION. SOME UNDERGROUND LOCATIONS SHOWN HEREON MAY HAVE BEEN TAKEN FROM PUBLIC RECORDS. BARGHAUSEN CONSULTING ENGINEERS, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF PUBLIC RECORDS OR RECORDS OF OTHERS. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT BARGHAUSEN CONSULTING ENGINEERS, INC., TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR THE RELATIVE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL COMPLIANCE WITH LOCAL REGULATIONS AND CODES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE APPROPRIATE UTILITIES INVOLVED PRIOR TO CONSTRUCTION.
- INSPECTION OF SITE WORK WILL BE ACCOMPLISHED BY A REPRESENTATIVE OF THE GOVERNING JURISDICTION. INSPECTION OF PRIVATE FACILITIES WILL BE ACCOMPLISHED BY A REPRESENTATIVE OF THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE INSPECTOR 24 HOURS IN ADVANCE OF BACKFILLING ALL CONSTRUCTION.
- PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT ACTIVITY THE CONTRACTOR SHALL CONTACT THE AGENCY AND/OR UTILITY INSPECTION PERSONNEL AND ARRANGE ANY REQUIRED PRE-CONSTRUCTION MEETING(S). CONTRACTOR SHALL PROVIDE ONE WEEK MIN. ADVANCE NOTIFICATION TO OWNER, FIELD ENGINEER AND ENGINEER OF PRE-CONSTRUCTION MEETINGS.
- THE CONTRACTOR IS RESPONSIBLE FOR WORKER AND SITE SAFETY AND SHALL COMPLY WITH THE LATEST OSHA STANDARDS AND REGULATIONS, OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE "MEANS AND METHODS" REQUIRED TO MEET THE INTENT AND PERFORMANCE CRITERIA OF OSHA, AS WELL AS ANY OTHER ENTITY THAT HAS JURISDICTION FOR EXCAVATION AND/OR TRENCHING PROCEDURES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH, AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACTOR. ANY WORK WITHIN THE TRAVELED RIGHT-OF-WAY THAT MAY INTERRUPT NORMAL TRAFFIC FLOW SHALL REQUIRE AT LEAST ONE FLAGGER FOR EACH LANE OF TRAFFIC AFFECTED.
- PROTECTIVE MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT ALL ADJACENT PUBLIC AND PRIVATE PROPERTIES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL EXISTING UTILITY SERVICES THAT ARE TO REMAIN OPERATIONAL WITHIN THE CONSTRUCTION AREA WHETHER SHOWN OR NOT SHOWN ON THE PLANS.
- TWO (2) COPIES OF THESE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS. ONE (1) SET WITH RECORDS OF AS-BUILT INFORMATION SHALL BE SUBMITTED TO BARGHAUSEN CONSULTING ENGINEERS, INC. AT COMPLETION OF PROJECT.
- CONTRACTOR SHALL OBTAIN SERVICES OF A LICENSED LAND SURVEYOR TO STAKE HORIZONTAL CONTROL FOR ALL NEW IMPROVEMENTS. STAKING CONTROL SHALL BE TAKEN FROM ELECTRONIC PLAN FILES PROVIDED BY BARGHAUSEN CONSULTING ENGINEERS, INC.
- CONTRACTOR SHALL REQUEST FROM BARGHAUSEN CONSULTING ENGINEERS INC., PRIOR TO ANY CONSTRUCTION STAKING OR CONSTRUCTION WORK, A FORMAL CONSTRUCTION RELEASE PLAN SET OR SPECIFIC RELEASE IN WRITING. THE APPROVED AGENCY PERMIT DRAWINGS WILL NOT BE CONSIDERED CONSTRUCTION RELEASE PLANS BY BARGHAUSEN CONSULTING ENGINEERS, INC. UNLESS BARGHAUSEN CONSULTING ENGINEERS, INC. HAS GIVEN A FORMAL WRITTEN RELEASE OR ISSUED A CONSTRUCTION RELEASE PLAN SET.



Know what's below.
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UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY

COVER SHEET



SITE LEGAL DESCRIPTION

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER NO. 30031952-991-991-RJZ
COMMITMENT DATE: JUNE 11, 2019

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL "A", AS SHOWN ON THE PARCEL MAP SUBDIVISION MS 7-87, FILED ON SEPTEMBER 10, 1987, IN BOOK 129 OF PARCEL MAPS, PAGE 35 CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM:

THOSE PARCELS GRANTED TO MEADOWS CREEK ESTATES, INC., A CALIFORNIA CORPORATION, IN THE DEED RECORDED OCTOBER 28, 1997 AS INSTRUMENT NO. 97-209500 OF OFFICIAL RECORDS.

PARCEL TWO:

A PORTION OF PARCEL "B" AS SAID PARCEL IS DESIGNATED ON THE MAP OF SUBDIVISION MS 7-87, FILED ON SEPTEMBER 10, 1987, IN BOOK 129 OF PARCEL MAPS AT PAGE 35, IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A", AS SAID PARCEL IS DESIGNATED ON THE ABOVE MENTIONED MAP (129 PM 35); THENCE ALONG THE EAST LINE THEREOF SOUTH 0° 47' 11" WEST, 6.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID EAST LINE SOUTH 0° 47' 11" WEST, 278.76 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89° 12' 40" EAST, 5.00 FEET; THENCE NORTH 0° 47' 11" EAST, 265.53 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 41° 24' 35", AN ARC LENGTH OF 14.45 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES", AS RESERVED IN THE DEED FROM FREDERICK H. HEIDORN, ET UX, RECORDED SEPTEMBER 10, 1987 AS INSTRUMENT NO. 87-191631 IN BOOK 13889, PAGE 239 OF OFFICIAL RECORDS.

EXISTING TOPOGRAPHY / SURVEY INFORMATION NOTE:

AN ALL-TA/V.N.S.P.S. TOPOGRAPHIC AND BOUNDARY SURVEY DATED FEBRUARY 20,2020, PERFORMED BY BEDROCK ENGINEERING HAS BEEN PROVIDED TO BARGHAUSEN CONSULTING ENGINEERS, INC. BARGHAUSEN CONSULTING ENGINEERS, INC. HAS NOT VERIFIED THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. SITE DESIGN HAS BEEN BASED ON ABOVE REFERENCED SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE OWNER TO HAVE ALL IMPROVEMENTS FIELD VERIFIED PRIOR TO CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF BARGHAUSEN CONSULTING ENGINEERS, INC. PRIOR TO WORK.

MONUMENT PROTECTION NOTE:

ALL EXISTING SURVEY MONUMENTS ARE TO BE PRESERVED PER CALIFORNIA SENATE BILL 1467. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT MONUMENTS ARE PROPERLY PROTECTED AND/OR PERPETUATED. IF ANY OF THE MONUMENTS ARE DISTURBED OR ARE NEAR THE AREA OF CONSTRUCTION, A LICENSED SURVEYOR MUST CONFIRM THAT THE MONUMENTS HAVE BEEN PROTECTED AND/OR PERPETUATED AND THE APPROPRIATE DOCUMENTATION HAS BEEN RECORDED. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR OBTAINING PERMITS FROM ANY JURISDICTIONS HAVING AUTHORITY FOR REMOVING AND REPLACING ALL SURVEY MONUMENTATION THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITY. UPON COMPLETION OF CONSTRUCTION, ALL MONUMENTS DISPLACED, REMOVED, OR DESTROYED SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR, AT THE COST AND AT THE DIRECTION OF THE CONTRACTOR, PURSUANT TO THESE REGULATIONS. THE APPROPRIATE FORMS FOR REPLACEMENT OF SAID MONUMENTATION SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.

HORIZONTAL CONTROL NOTE:

CONTRACTOR SHALL HAVE ALL PROPERTY LINES, CURB, SIDEWALK, STRUCTURES, CONCRETE PADS AND ANY OTHER ABOVE GROUND PERMANENT STRUCTURE DEFINED ON THESE PLANS STAKED FOR CONSTRUCTION BY A LICENSED SURVEYOR. SURVEYOR SHALL STAKE ALL ITEMS USING COORDINATE GEOMETRY (RECTIFIED TO SITE CONTROL) CONTAINED IN CAD DRAWING FILES PROVIDED BY BARGHAUSEN CONSULTING ENGINEERS, INC. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RETRIEVE LATEST CAD FILES FROM BARGHAUSEN CONSULTING ENGINEERS INC., REFLECTING ANY ISSUED PLAN REVISIONS. BARGHAUSEN CONSULTING ENGINEERS SHALL IMMEDIATELY BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION.

UTILITY CONFLICT NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES WHETHER SHOWN ON THESE PLANS OR NOT BY POTHOLES THE UTILITIES AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UTILITY LOCATE @ 811 AND THEN POTHOLES ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PHYSICALLY VERIFY WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON THE UNVERIFIED PUBLIC INFORMATION AND ARE SUBJECT TO VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL NOTIFY BARGHAUSEN CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.

DEVELOPER

EMBREE ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633
TEL: (512) 819-4754
CONTACT: JEFF FERRELL, PROJECT MANAGER

SURVEYOR

BASE CONSULTING GROUP, INC.
18215 72ND AVE. SOUTH
REEDLEY, CA 93654
TEL: (559) 637-1544
CONTACT: NEIL ELLIOTT THONESON, P.L.S.

ENGINEER

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
TEL: (425) 251-6222
CONTACT: KACEY C. HELD, P.E.

LANDSCAPE ARCHITECT

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
TEL: (425) 251-6222
CONTACT: JEFF VARLEY, R.L.A.

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SHEET 17 OF 26	C-STORE FLOOR PLAN
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SHEET 26 OF 26	PRELIMINARY TRASH ENCLOSURE PLAN

PROJECT DATA:

LOCATION: 5200 LONE TREE WAY, ANTIOCH, CA 94531
CONTRA COSTA COUNTY, CALIFORNIA

ASSESSOR'S PARCEL NUMBER (APN): APN 056-270-059

SITE AREA:
OVERALL PARCEL AREA: 87,198 S.F. (2.00 AC)
TOTAL DISTURBED AREA: 92,669 S.F. (2.13 AC)

ZONING: PLANNED DEVELOPMENT DISTRICT (P-D)

MINIMUM DRIVE AISLE WIDTH REQUIRED: 25'

PARKING STALL MINIMUM DIMENSION REQUIRED: 9'x18'

PARKING CALCULATIONS:

C-STORE: 1 STALL PER 250 S.F. MIN.
3,200 S.F. / 300 S.F. = 13 STALLS

PARKING AT FUELING POSITIONS: 16 SPACES
PARKING SPACES REQUIRED: 13 SPACES
PARKING SPACES PROVIDED: 18 SPACES

STANDARD PARKING SPACES PROVIDED: 13
VACUUM PARKING SPACES PROVIDED: 1
ELECTRICAL CHARGING STATION SPACES REQUIRED: 1
ELECTRICAL CHARGING STATION SPACES PROVIDED: 2
CLEAN AIR/VAN POOL SPACES REQUIRED: 1
CLEAN AIR/VAN POOL SPACES PROVIDED: 1
ACCESSIBLE PARKING SPACES REQUIRED: 1
ACCESSIBLE PARKING SPACES PROVIDED: 1

* NUMBER OF PARKING STALL IN ISOLATED AREA ①

FLOOR AREA RATIO: 0.06

BASIS OF BEARINGS:

THE MONUMENTED CENTERLINE OF VISTA GRANDE DRIVE AS SHOWN PER PARCEL MAP OF "MEADOW CREEK VILLAGE UNIT 1" RECORDED IN BOOK 413 OF MAPS AT PAGE 46 IN THE COUNTY OF CONTRA COSTA. TAKEN BEAR: N00°47'11"E

BASIS OF ELEVATIONS:

CONTRA COSTA COUNTY BRASS DISK #493 STAMPED P3007 + 60.30. ELEVATION = 92.397' NGVD27

BENCHMARK INFORMATION:

BASE CONTROL POINT NUMBER 500.
A NAIL SET IN THE SIDEWALK AT THE NORTHERN TANGENCY OF THE NORTHEAST CORNER OF SITE.
ELEVATION = 130.23', AS SHOWN ON SHEET 2.

FLOOD ZONE:

THE FLOOD ZONE DESIGNATION FOR THE SUBJECT PROPERTY IS IN THE AREA OF MINIMAL FLOOD HAZARD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 060130C335F, DATED JUNE 16, 2009.

PROPOSED GROUND COVER SUMMARY:

BUILDINGS AND TRASH ENCLOSURE:	4,798	(5.1%)
FUELING CANOPY:	6,038	(6.4%)
PARKING AND MANEUVERING:	36,749	(39.2%)
WALKWAYS:	4,281	(4.6%)
LANDSCAPE:	41,918	(44.7%)

93,784 (100.0%)

LEGEND:

PROPOSED	EXISTING
CURB AND GUTTER	CURB
BARRIER CURB	PAINT STRIPE
CONCRETE	CONCRETE
ASPHALT	CONTOUR
SAWCUT	WATER
CONTOUR	SANITARY
WATER	STORM
WATER METER	OVERHEAD POWER
STORM	GAS
SANITARY	DOUBLE CHECK VALVE
GAS	ASPHALT
POWER	BUILDING LINE
PAINT STRIPE	OH/UG TEL. LINE
TYPE 1 CATCH BASIN	TREE
TYPE 2 CATCH BASIN	
SANITARY SEWER CLEANOUT	

Revision

Appr.

Cdd.

By

Date

No.

Title:

COVER SHEET
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531



4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633

For:



Scale:

Horizontal
1" = 40'

Vertical
N/A

Designed: KCH

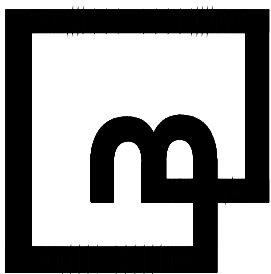
Drawn: RRG

Checked: KCH

Approved: KCH

Date: 4/19/21

Barghausen
Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222
barghausen.com



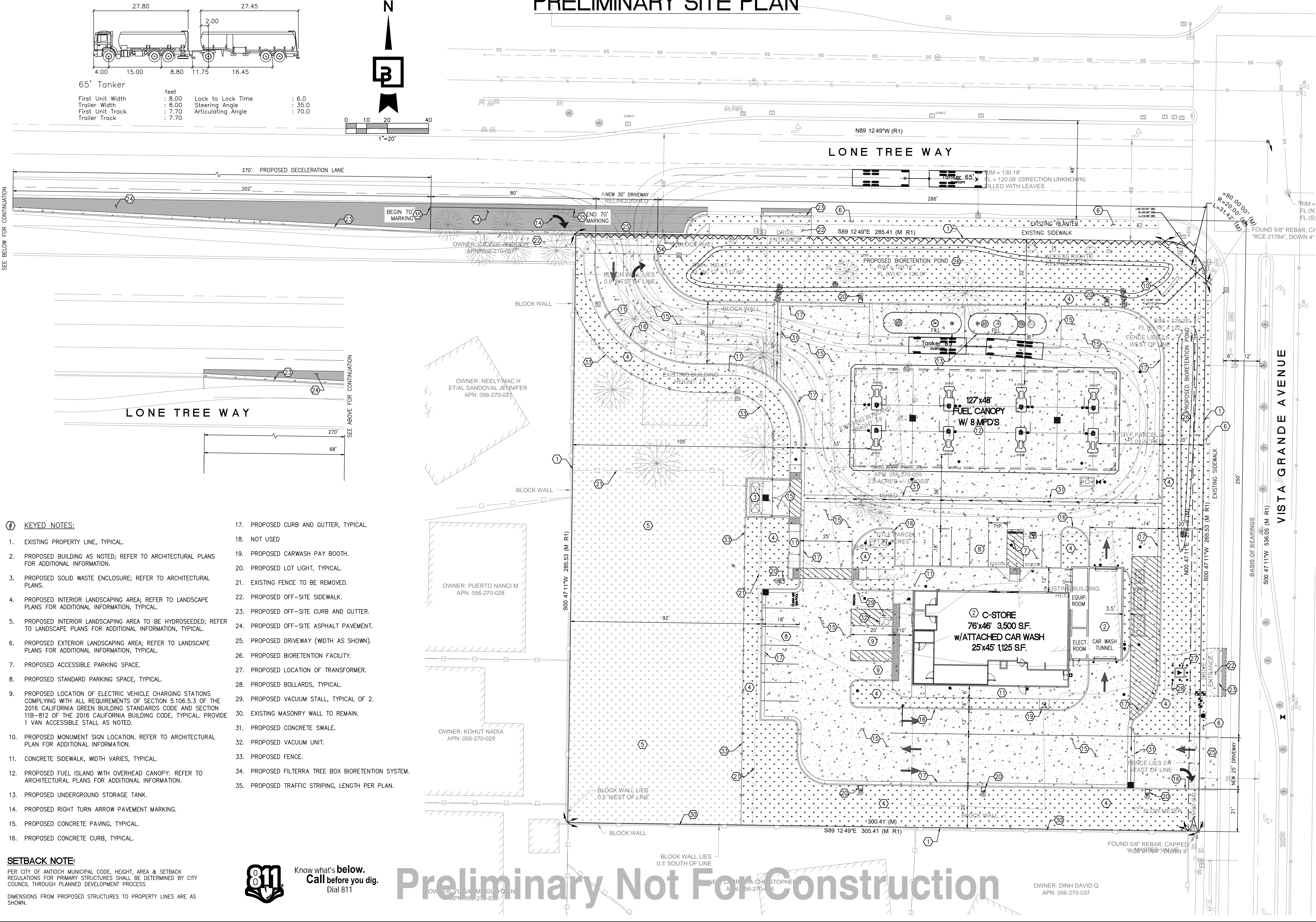
Job Number

20927

Sheet

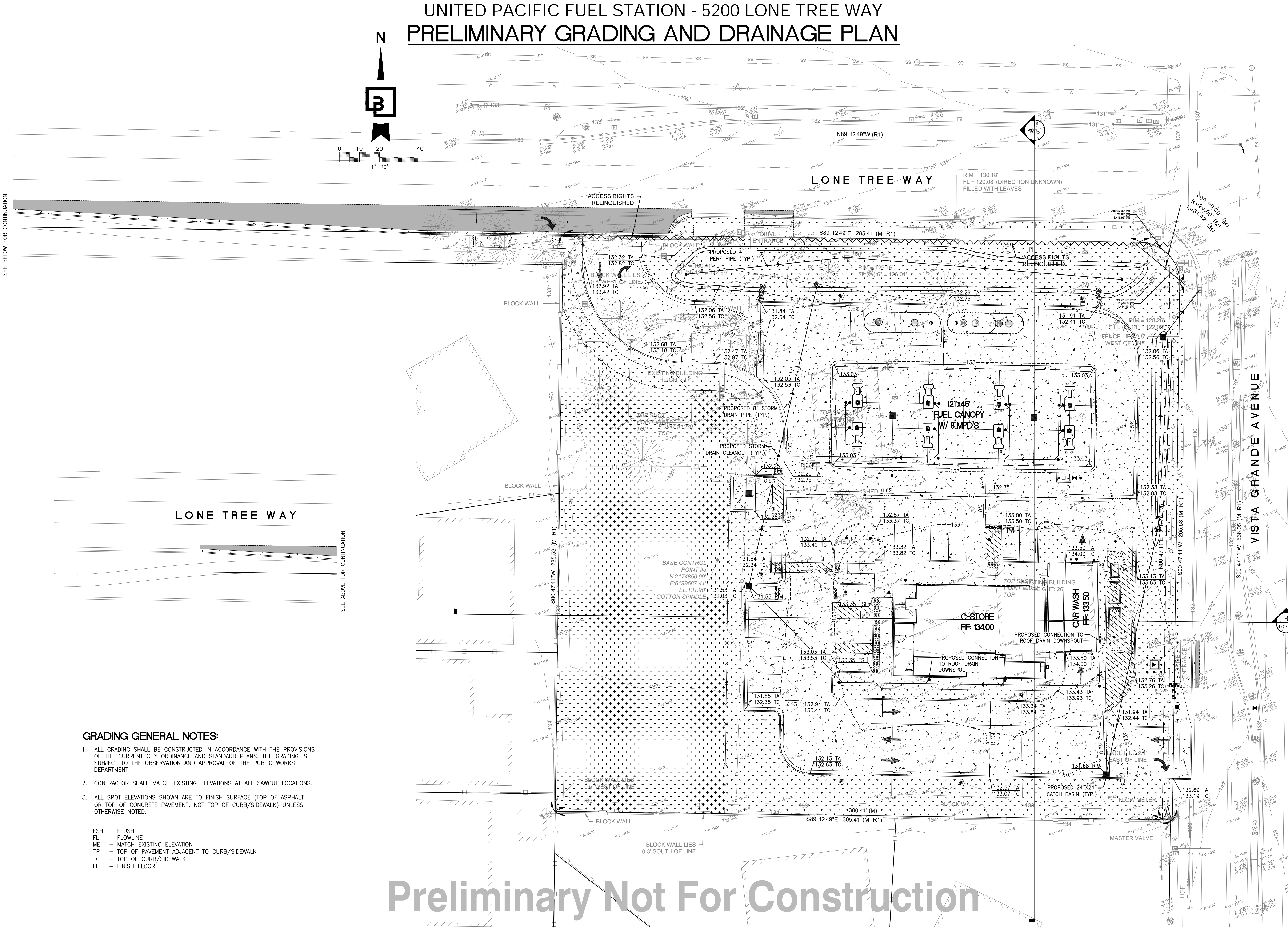
1 of 26

UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY
PRELIMINARY SITE PLAN



Job Number 20927		Sheet 2 of 26	
Title PRELIMINARY SITE PLAN UNITED PACIFIC 5200 LONE TREE WAY ANTIOCH, CA 94531			
For EMBREE ASSET GROUP, INC. 4747 WILLIAMS DRIVE GEORGETOWN, TX 78633			
Scale: Horizontal 1"=20' Vertical 1"=20'			
Designed KCH Drawn RRG Checked KCH Approved KCH Date 4/19/21			
Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com			
FileP:\20000s\20927\preliminary\20927 SP-1.dwg Date/Time:4/26/2021 1:55 PM Scale:1"=20' KHELD Xref:-----			

UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY
PRELIMINARY GRADING AND DRAINAGE PLAN



SEE BELOW FOR CONTINUATION

SEE ABOVE FOR CONTINUATION

GRADING GENERAL NOTES:

1. ALL GRADING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE CURRENT CITY ORDINANCE AND STANDARD PLANS. THE GRADING IS SUBJECT TO THE OBSERVATION AND APPROVAL OF THE PUBLIC WORKS DEPARTMENT.
2. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS AT ALL SAWCUT LOCATIONS.
3. ALL SPOT ELEVATIONS SHOWN ARE TO FINISH SURFACE (TOP OF ASPHALT OR TOP OF CONCRETE PAVEMENT, NOT TOP OF CURB/SIDEWALK) UNLESS OTHERWISE NOTED.

FSH - FLUSH
FL - FLOWLINE
ME - MATCH EXISTING ELEVATION
TP - TOP OF PAVEMENT ADJACENT TO CURB/SIDEWALK
TC - TOP OF CURB/SIDEWALK
FF - FINISH FLOOR

No.	Date	By	Cd.	Appr.	Revision

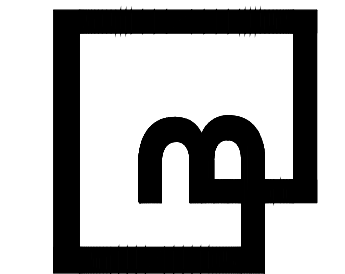
Title:
PRELIMINARY GRADING AND DRAINAGE PLAN
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

EMBREE
ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633

For:
KACEY W. HELD
94465
Not for Construction
STATE OF CALIFORNIA
CIVIL ENGINEER

Scale:
Horizontal 1"=20'
Vertical 1"=10'
Designed: KCH
Drawn: RRG
Checked: KCH
Approved: KCH
Date: 4/19/21

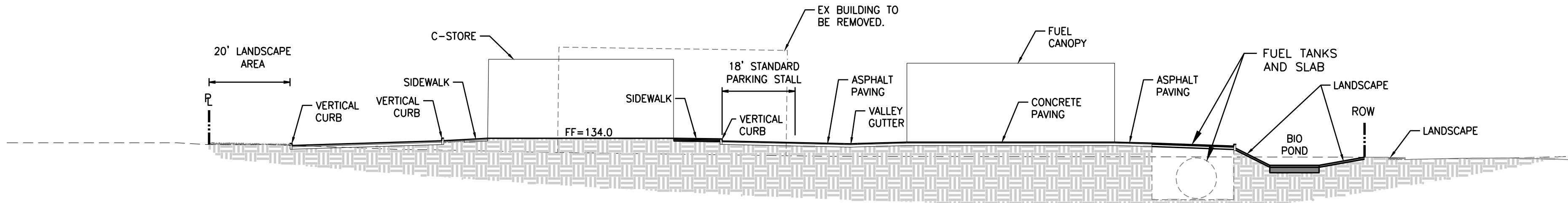
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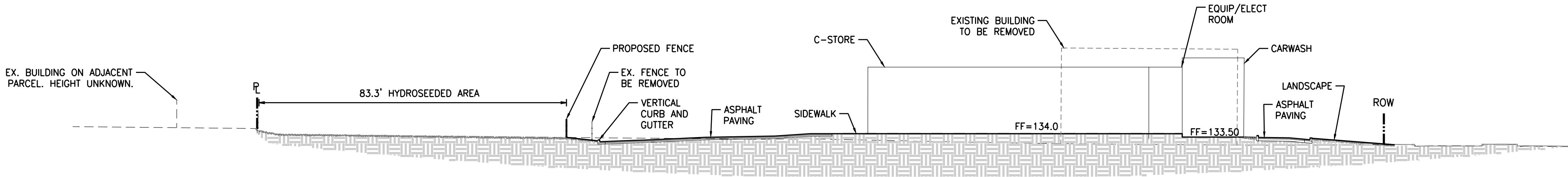
Job Number
20927
Sheet
3 of 26

Preliminary Not For Construction

UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY
GRADING SECTIONS

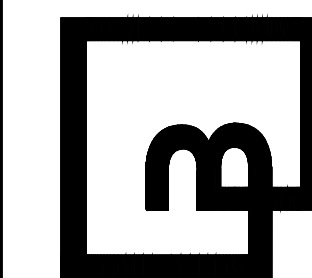

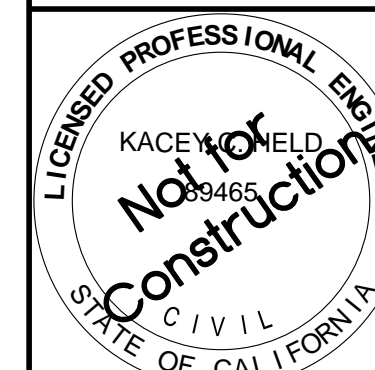


1 SECTION A
SCALE: 1"=20'

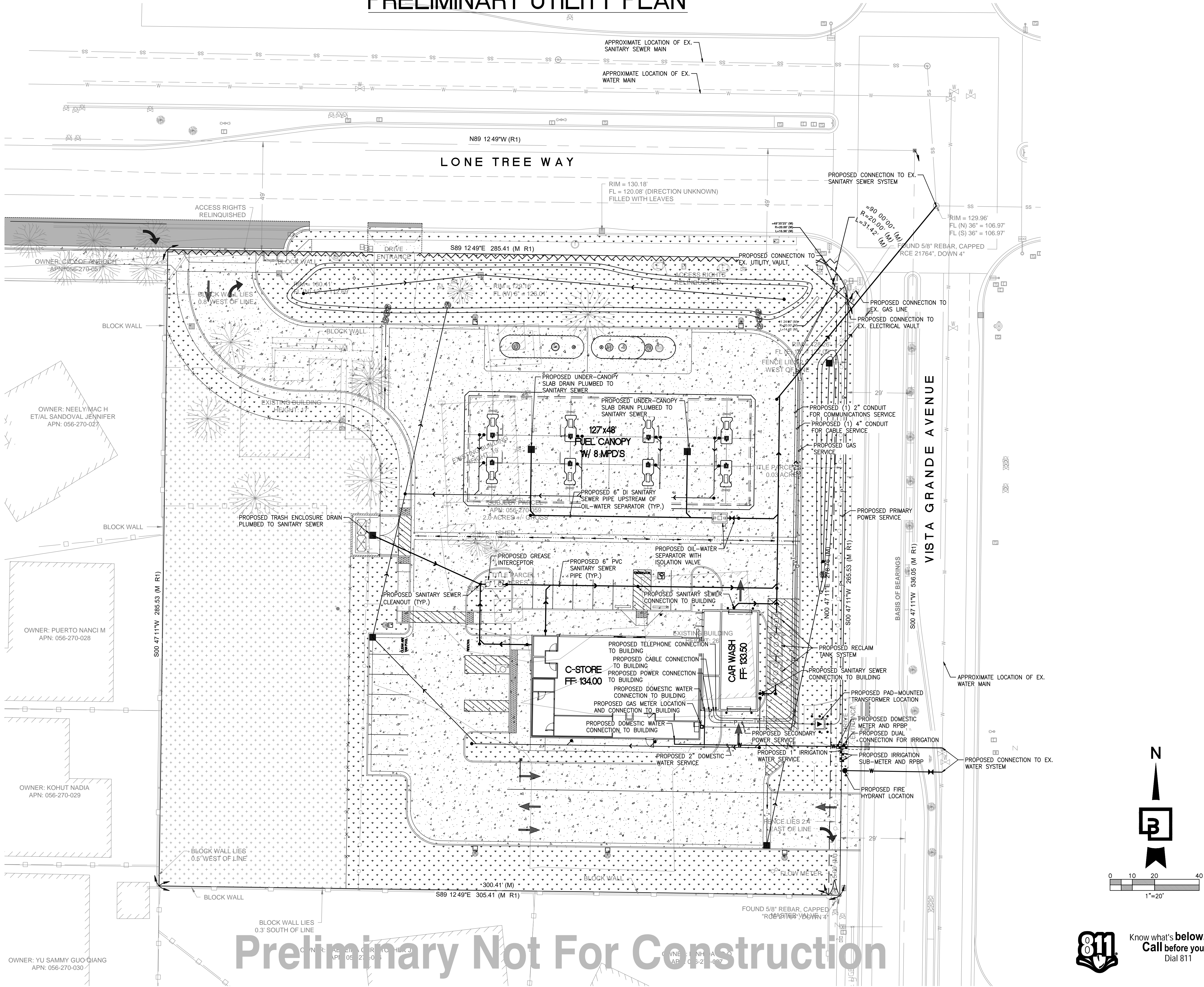


2 SECTION B
SCALE: 1"=20'

Preliminary Not For Construction

Job Number 20927		Revision				
Sheet 4 of 26		No. Date By Crd. Appr.				
		Title: GRADING SECTIONS UNITED PACIFIC 5200 LONE TREE WAY ANTIOCH, CA 94531				
Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com		For:  EMBREE ASSET GROUP, INC. 4747 WILLIAMS DRIVE GEORGETOWN, TX 78633				
						
		Scale: Horizontal 1"=20' Vertical				
		Designed <u>KCH</u> Drawn <u>RRG</u> Checked <u>KCH</u> Approved <u>KCH</u> Date <u>4/29/21</u>				

UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY
PRELIMINARY UTILITY PLAN



No.	Date	By	Chd.	Appr.	Revision

Title: PRELIMINARY UTILITY PLAN
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

Job Number 20927	Sheet 5 of 26	For: 4747 WILLIAMS DRIVE GEORGETOWN, TX 78633	Scale: Horizontal 1"=20' Vertical 1"=20'	Designed <u>KCH</u> Drawn <u>RRG</u> Checked <u>KCH</u> Approved <u>KCH</u> Date 4/19/21	No. for Construction 	Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com



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ALTA/NSPS LAND TITLE SURVEY

TITLE - LEGAL DESCRIPTION

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER NO. 30031952-991-PJ2
COMMITMENT DATE: JUNE 11, 2019

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

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EXCEPTING THEREFROM:

ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES", AS RESERVED IN THE DEED FROM FREDERICK H. HEIDORN, ET UX, RECORDED SEPTEMBER 10, 1987 AS INSTRUMENT NO. 87-191631 IN BOOK 13889, PAGE 239 OF OFFICIAL RECORDS.

TITLE REPORT NOTES

I.	TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.	NOT SURVEY RELATED
II.	ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.	NONE MADE AWARE SURVEYOR
III.	EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
IV.	DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
V.	(A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
VI.	ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL NOT SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
VII.	DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING TO THE SUBSEQUENT EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES OF RECORDS FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.	NONE MADE AWARE SURVEYOR

1.	PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE FISCAL YEAR 2019-2020.	NOT SURVEY RELATED
2.	THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF CHAPTER 35 (COMMENCING WITH SECTION 75) OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.	NOT SURVEY RELATED
3.	WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
4.	(A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.	NOT SURVEY RELATED
5.	ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.	NONE MADE AWARE SURVEYOR
6.	EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
7.	ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
8.	(A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
9.	ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL NOT SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
10.	THE HEREIN DESCRIBED LAND IS LOCATED IN AN AREA FREQUENTLY SUBJECT TO LAND CONSERVATION CONTRACTS EXECUTED PURSUANT TO THE WILLIAMSON ACT (CAL. GOV'T. CODE §§ 51200 ET SEQ.). LAND CONSERVATION CONTRACTS RESTRICT THE LAND USE TO AGRICULTURAL, RECREATIONAL, OPEN-SPACE AND OTHER COMPATIBLE USES. IF THE HEREIN DESCRIBED LAND IS SUBJECT TO A LAND CONSERVATION CONTRACT, PLEASE NOTIFY THE TITLE DEPARTMENT. THE COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL ITEMS AND/OR MAKE FURTHER REQUIREMENTS.	NOT SURVEY RELATED

TITLE REPORT NOTES

11.	EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: GREAT WESTERN POWER COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS PURPOSE: ELECTRIC POLE LINE RECORDING DATE: DECEMBER 4, 1929 RECORDING NO: BOOK 205, PAGE 495, OF OFFICIAL RECORDS AFFECTS: AS DESCRIBED THEREIN THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.	DOES AFFECT BLANKET IN NATURE
12.	MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED: AUGUST 6, 1968 EXECUTED BY: BOARD OF SUPERVISORS RECORDING DATE: SEPTEMBER 13, 1968 RECORDING NO: 67558, BOOK 5708, PAGE 456, OF OFFICIAL RECORDS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.	DOES AFFECT
13.	THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY, OR FREEWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY SAID TRACT/PLAT. AFFECTS: AS DEFINED THEREIN	DOES AFFECT AS SHOWN HEREON
14.	ANY RIGHTS INCIDENTAL TO THE OWNERSHIP AND DEVELOPMENT OF THE MINERAL INTEREST EXCEPTED OR RESERVED IN THE DOCUMENT ENTITLED: GRANT DEED DATED: AUGUST 10, 1987 RECORDING DATE: SEPTEMBER 10, 1987 RECORDING NO: 87-191631, BOOK 13889, PAGE 239, OF OFFICIAL RECORDS AFFECTS: AS DEFINED THEREIN	DOES AFFECT PARCEL 2 OF TITLE NOT PLOTTABLE
15.	MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT DATED: FEBRUARY 14, 1989 EXECUTED BY: CITY OF ANTIOCH AND MEADOW CREEK ESTATES RECORDING DATE: JUNE 19, 1989 RECORDING NO: 89-113218, BOOK 15139, PAGE 957, OF OFFICIAL RECORDS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS: PARCEL TWO AND OTHER PROPERTY	DOES AFFECT PARCEL 2 OF TITLE NOT PLOTTABLE
16.	MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: AGREEMENT RELINQUISHING RIGHTS TO WATER SERVICE DATED: JANUARY 31, 1994 EXECUTED BY: MEADOW CREEK ESTATES, INC. AND EAST CONTRA COSTA IRRIGATION DISTRICT RECORDING DATE: APRIL 5, 1994 RECORDING NO: 94-095139, OF OFFICIAL RECORDS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECTS: PARCEL TWO AND OTHER PROPERTY	MAY AFFECT CALLS TO OLD APNs BLANKET IN NATURE
17.	THE SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OR DEEDS OF TRUST OF RECORD, THEREFORE THE COMPANY RESERVES THE RIGHT TO REQUIRE FURTHER EVIDENCE TO CONFIRM THAT THE PROPERTY IS UNENCUMBERED, AND FURTHER RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS OR ADD ADDITIONAL ITEMS OR EXCEPTIONS UPON RECEIPT OF THE REQUESTED EVIDENCE.	NOT SURVEY RELATED
18.	ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
19.	DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.	NONE MADE AWARE SURVEYOR
20.	THE TRANSACTION CONTEMPLATED IN CONNECTION WITH THIS REPORT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE COMPANY'S CORPORATE UNDERWRITING DEPARTMENT. THE COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL ITEMS OR MAKE FURTHER REQUIREMENTS AFTER SUCH REVIEW.	NOT SURVEY RELATED

PARCEL INFORMATION

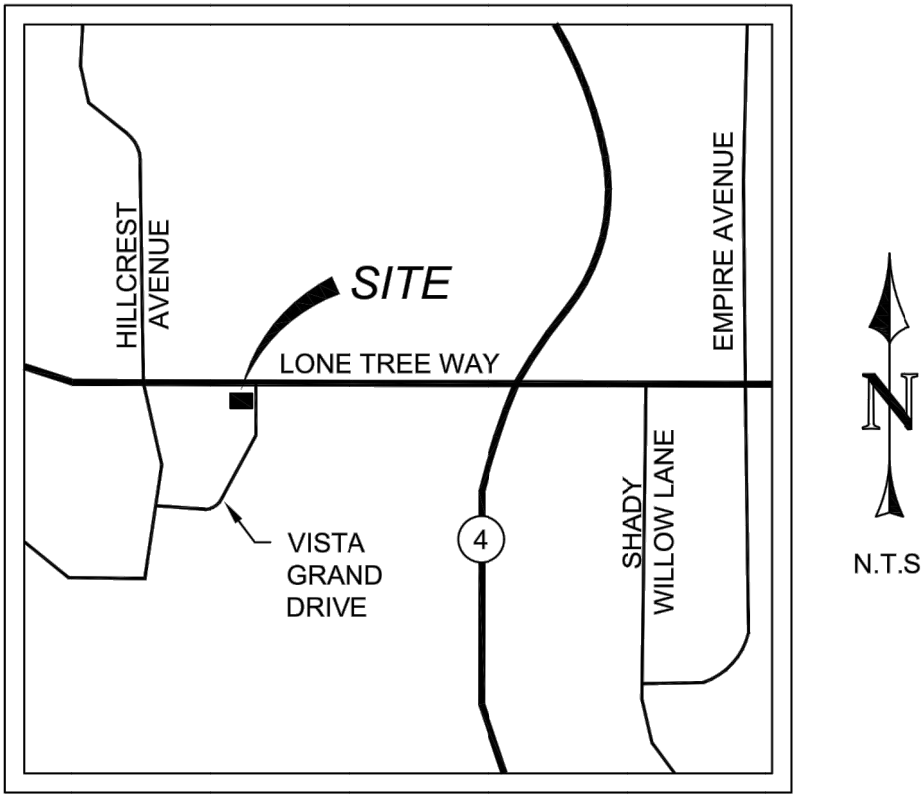
OWNER:	JORGE F. VARGAS, AN UNMARRIED MAN
APN:	056-270-059
ZONING:	PARCEL INFORMATION PER CITY OF ANTIOCH WEBSITE THE PARCEL IS CURRENTLY ZONED: PLANNED DEVELOPMENT DISTRICT (P-D)

UTILITIES

SANITARY SEWER - CITY OF ANTIOCH - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE
STORM SEWER - CITY OF ANTIOCH - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE
WATER - CITY OF ANTIOCH - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE
GAS - PACIFIC GAS & ELECTRIC - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE
ELECTRIC - PACIFIC GAS & ELECTRIC - APPROXIMATE LOCATIONS PER OBSERVED EVIDENCE

RESULT

VICINITY MAP



NOTES

- BASIS OF BEARINGS: THE MONUMENTED CENTERLINE OF VISTA GRANDE DRIVE AS SHOWN PER PARCEL MAP OF "MEADOW CREEK VILLAGE UNIT 1" RECORDED IN BOOK 413 OF MAPS AT PAGE 46 IN THE COUNTY OF CONTRA COSTA. TAKEN TO BEAR: N00°47'11"E
- BASIS OF ELEVATIONS: CONTRA COSTA COUNTY BRASS DISK #493 STAMPED P3007 + 60.30. ELEVATION = 92.397' NGVD27.
- SITE BENCHMARKS:
BASE CONTROL POINT NUMBER 500.
A NAIL SET IN THE SIDEWALK AT THE NORTHERN TANGENCY OF THE NORTHEAST CORNER OF SITE. ELEVATION = 130.23', AS SHOWN ON SHEET 2.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- CERTIFICATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- SUBSURFACE AND ENVIRONMENTAL CONCERNS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
- THE LOCATIONS OF UNDER GROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES/STRUCTURES. DEPTHS UNKNOWN.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
- SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X". AREAS WITHIN ZONE "X" ARE DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR CONTRA COSTA COUNTY, CALIFORNIA.
MAP NUMBER: 06013C0335F
EFFECTIVE DATE: 06/16/2009
- DURING THE COURSE OF THE FIELD SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK.
- DURING THE COURSE OF THE FIELD SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- DURING THE COURSE OF THE ALTA SURVEY THERE HAVE BEEN NO CHANGES IN THE STREET RIGHT OF WAY LINES. NO CHANGES TO STREET RIGHT OF WAY WERE MADE AWARE TO THE SURVEYOR.
- DURING THE COURSE OF THE FIELD SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- DURING THE COURSE OF THE FIELD SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF A WETLANDS FIELD DELINEATION.

SURVEYOR'S STATEMENT

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2-4, 5, 6(A), 8, 9, 11, 13, 14, 16, 17 & 20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 11/20/2019

DATE OF PLAT OR MAP 12/05/2019

NEIL ELLIOTT THONSEN, PLS 8656

12/05/19

IN ACCORDANCE WITH SECTION 8770.6 OF THE BUSINESS AND PROFESSIONS CODE, STATE OF CALIFORNIA (PROFESSIONAL LAND SURVEYOR'S ACT, AS AMENDED JANUARY 1, 2006), THE USE OF THE WORK "CERTIFY" OF "CERTIFICATION" BY A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER IN THE PRACTICE OF PROFESSIONAL ENGINEERING OF LAND SURVEYING OR THE PREPARATION OF MAPS, PLATS, REPORTS, DESCRIPTIONS, OR OTHER SURVEYING DOCUMENTS ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

PREPARED BY:



16453 E. MANNING AVE
REEDLEY, CA 93654
PH: (559) 637-1544

ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR:

CLIENT

5200 LONE TREE WAY
ANTIOCH, CA 94531
SECTION 4, T.1N, R.2E

PROJECT INFO:

PROJECT NO.	19138
DRAWN BY:	CLD, JDK
CHECKED BY:	NET
DATE:	12/05/2019

REVISIONS:

NO.	DATE	DESC.
	12/05/2019	ORIGINAL ISSUE



12/05/19

COVER
SHEET

6 OF 26

LEGEND

- BACKFLOW PREVENTOR
BENCH
BIKE RACK
BOLLARD
BUSH
CABLE - BOX
CABLE - MANHOLE
CABLE - RISER
CABLE - STRUCTURE
CABLE - VAULT
CACTUS
CONTROL - BRASS CAP
CONTROL - BRASS DISC
CONTROL - CHISELED CROSS
CONTROL - COTTON SPINDLE
CONTROL - IRON PIPE
CONTROL - NAIL FOUND
CONTROL - NAIL SET
CONTROL - REBAR FOUND
CONTROL - TAG
DOME
DOUBLE BACKFLOW PREVENTOR
ELECTRIC - BOX
ELECTRIC - CABINET
ELECTRIC - MANHOLE
ELECTRIC - METER
ELECTRIC - RISER
ELECTRIC - STRUCTURE
ELECTRIC - TRANSFORMER
ELECTRIC - VAULT
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
GAS - BOX
GAS - MANHOLE
GAS - METER
GAS - RISER
GAS - STRUCTURE
GAS - VALVE
GAS - VAULT
GUY WIRE
HOSE BIB
IRON PIPE FOUND
IRON PIPE SET
IRRIGATION CONTROL VALVE
LANDSCAPING LIGHT
LIGHT POLE
LIGHT POLE - 2 LIGHTS
LIGHT POLE - 3 LIGHTS
LIGHT POLE - 4 LIGHTS
LIGHT POLE - AREA
MAIL BOX
MONITORING WELL
POWER - POLE
POST INDICATOR VALVE
ROOF DRAIN
SANITARY SEWER - BOX
SANITARY SEWER - CLEAN OUT

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SANITARY SEWER - GREASE TRAP
SANITARY SEWER - MANHOLE
SANITARY SEWER - RISER
SANITARY SEWER - STRUCTURE
SANITARY SEWER - VALVE
SANITARY SEWER - VAULT
SIGN
SIGN - NO PARKING
SIGN - STOP
SIGN - YIELD
STORM DRAIN - BOX
STORM DRAIN - GRATE
STORM DRAIN - GRATE CIRCULAR
STORM DRAIN - MANHOLE
STORM DRAIN - RISER
STORM DRAIN - STRUCTURE
STORM DRAIN - VAULT
STRIPING - AHEAD
STRIPING - ARROW LEFT
STRIPING - ARROW RIGHT
STRIPING - ARROW STRAIGHT
STRIPING - ARROW STRAIGHT LEFT
STRIPING - ARROW STRAIGHT RIGHT
STRIPING - HANDICAP
TELEPHONE - BOX
TELEPHONE - MANHOLE
TELEPHONE - RISER
TELEPHONE - STRUCTURE
TELEPHONE - VAULT
TELEPHONE CABINET
TRAFFIC SIGNAL
TRAFFIC SIGNAL - BOX
TRAFFIC SIGNAL - MANHOLE
TRAFFIC SIGNAL - RISER
TRAFFIC SIGNAL - SHORT
TRAFFIC SIGNAL - STRUCTURE
TRAFFIC SIGNAL - VAULT
TREE - DECIDUOUS
TREE - EVERGREEN
TREE - PALM
UNKNOWN - BOX
UNKNOWN - MANHOLE
UNKNOWN - METER
UNKNOWN - RISER
UNKNOWN - STRUCTURE
UNKNOWN - VALVE
UNKNOWN - VAULT
WATER - BOX
WATER - MANHOLE
WATER - METER
WATER - PUMP
WATER - RISER
WATER - STRUCTURE
WATER - VALVE
WATER - VAULT
WHEEL STOP

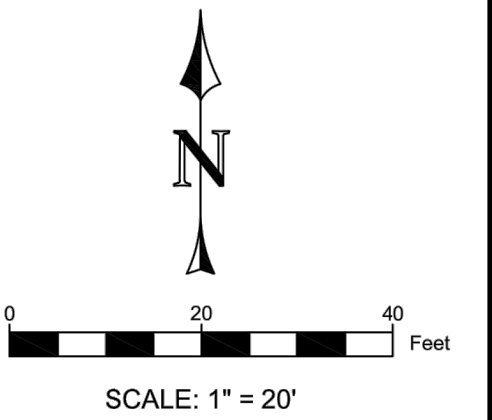
AC
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EP
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FLP
FM
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FWD
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FFD
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STB
STD
SW
TBC
TFC

ASPHALT CONCRETE
BUILDING LINE
BUS STOP
CONCRETE
CROWN OF ROAD
DRIVEWAY
EXISTING GRADE
EDGE OF PAVEMENT
FLOW LINE
FLOW LINE PIPE
FENCE - METAL
FENCE - WIRE
FENCE - WOOD
GRADE BREAK
HANDRAIL
INVERT ELEVATION
FINISHED FLOOR
FINISHED FLOOR DOUBLE
LIP OF CURB
SANITARY SEWER
STRIPING
STRIPING - BROKEN
STRIPING - DOUBLE
SIDEWALK
TOP BACK OF CURB
TOP FACE OF CURB

GRADE BREAK
ROAD CENTERLINE
WOOD FENCE
CHAIN LINK FENCE
WIRE FENCE
METAL FENCE
TELEPHONE LINE - UNDERGROUND
TELEPHONE LINE - OVERHEAD
ELECTRIC LINE - OVERHEAD
ELEC. & TELE. LINE - OVERHEAD
ELECTRIC LINE - UNDERGROUND
WATER LINE - UNDERGROUND
SEWER LINE - UNDERGROUND
STORM LINE - UNDERGROUND
CABLE LINE
UNKNOWN LINE - UNDERGROUND
GAS LINE - UNDERGROUND
PROPERTY BOUNDARY LINE
FEMA BOUNDARY LINE
BUILDING OUTLINE
ADJACENT PROPERTY LINE
SECTION LINE
- The map depicts a residential or commercial area with several buildings, a driveway, and various utility lines. Key features include:

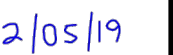
 - Lone Tree Way**: A road at the top of the map with a centerline and various utility lines running parallel to it.
 - Vista Grand Drive**: A road on the right side of the map, running vertically.
 - Buildings**: Several existing buildings are shown with their heights: 17', 19', and 26'. There are also sheds and a block wall.
 - Utilities**: A network of underground and overhead lines for water, sewer, gas, and electricity. A base control point is marked with coordinates: N:2174856.99, E:6198687.41, EL:131.90'.
 - Other Features**: A fire department connection, a fire hydrant, a traffic signal, and various signs and striping are indicated.
- PREPARED BY:
- BASE**
CONSULTING GROUP, INC.
- 16453 E. MANNING AVE
REEDLEY, CA 93654
PH: (559) 637-1544
- ALT/ANSPS LAND TITLE SURVEY
PREPARED FOR:
- CLIENT
- 5200 LONE TREE WAY
ANTIOCH, CA 94531
SECTION 4, T.1N, R.2E
- A north arrow pointing upwards and a scale bar indicating 0, 20, and 40 feet. The scale is 1" = 20'.
- PROJECT INFO:
- | | |
|-------------|------------|
| PROJECT NO. | 19138 |
| DRAWN BY: | CLD, JDK |
| CHECKED BY: | NET |
| DATE: | 12/05/2019 |
- REVISIONS:
- | NO. | DATE | DESC. |
|-----|------------|----------------|
| | 12/05/2019 | ORIGINAL ISSUE |
| | | |
| | | |
| | | |
| | | |
- A circular seal for a Professional Land Surveyor, Neil E. Thonesen, No. 8856, State of California, with an expiration date of 12/31/19.
- TOPO
SHEET
- 7 OF 26
- E7

5200 LONE TREE WAY
ANTIOCH, CA 94531
SECTION 4, T.1N, R.2E

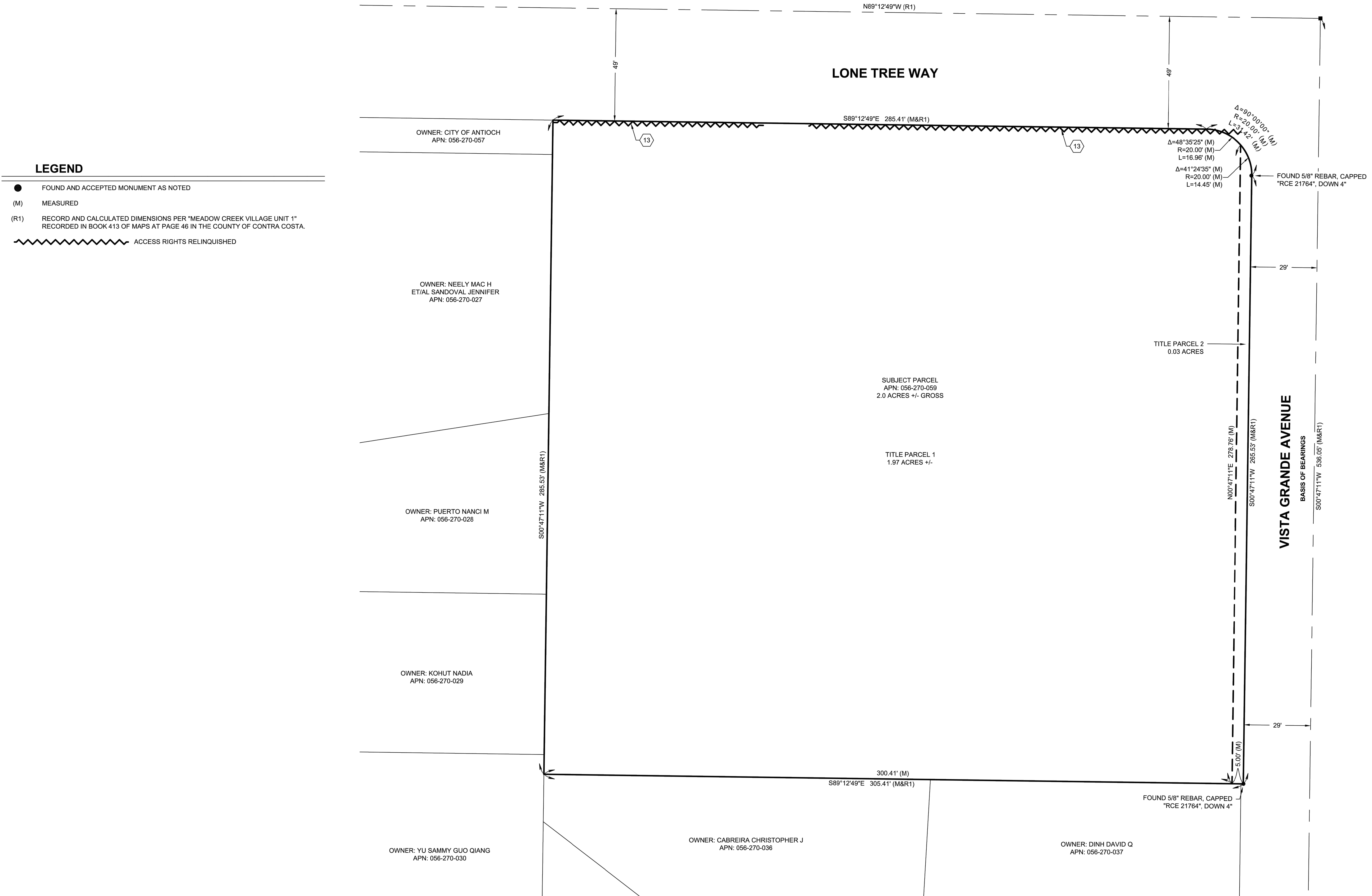


PROJECT NO.	19138
DRAWN BY:	CLD, JDK
CHECKED BY:	NET
DATE:	12/05/2019

NO.	DATE	DESC.
	12/05/2019	ORIGINAL ISSUE



8 OF 26



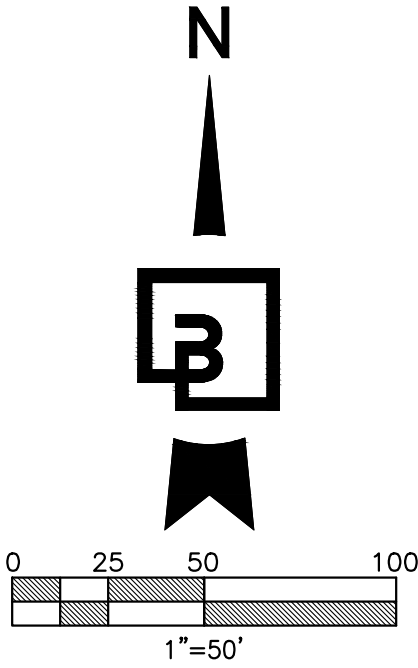
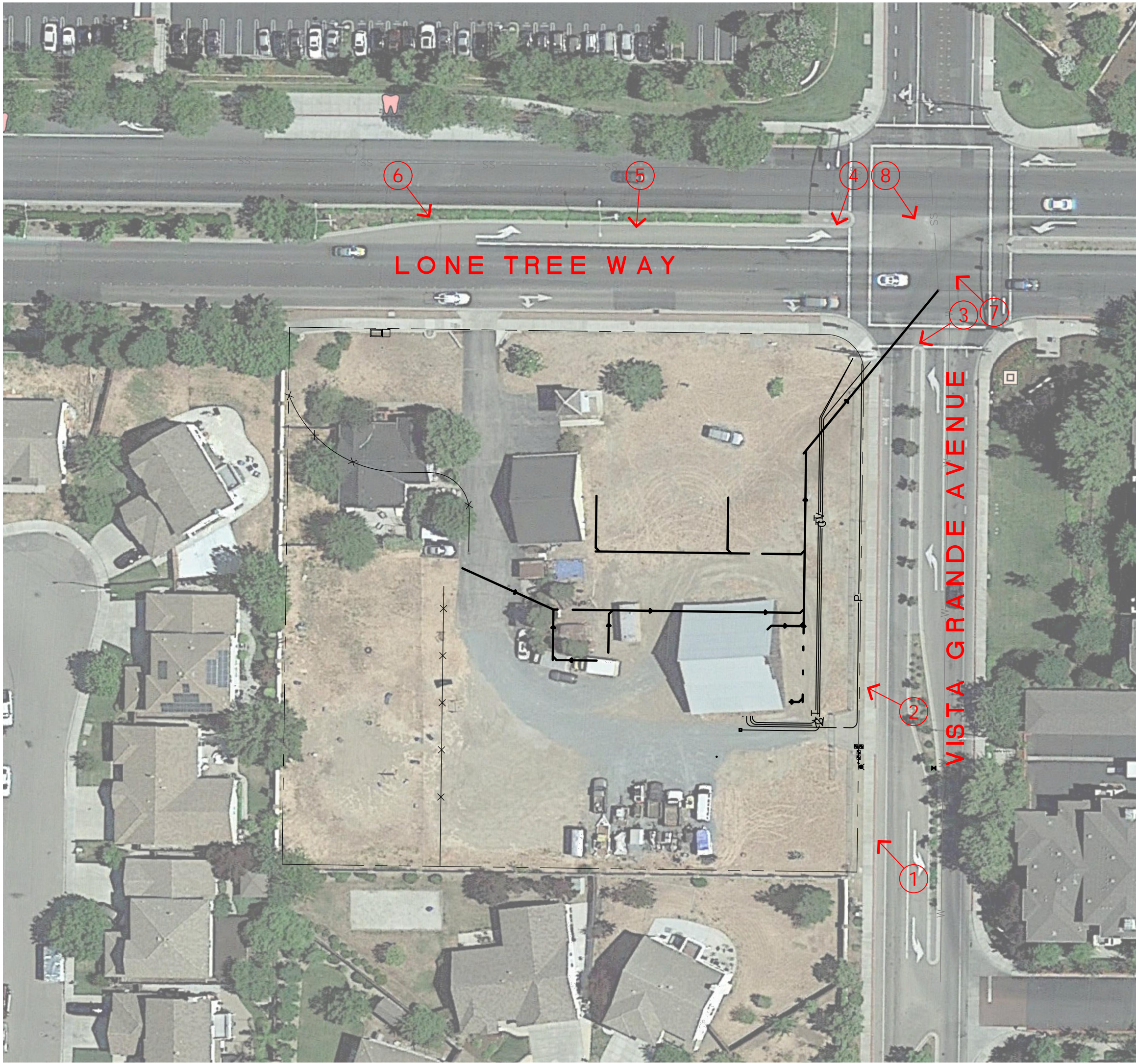
UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY
CONTEXT MAP





1 STREET VIEW



2 STREET VIEW






Job Number 20927		Street 926		File:P:\20000s\20927\preliminary\20927 CM-1.dwg Date/Time:4/26/2021 1:56 PM Scale:1" = 1' Xref: ----	
Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com		For:  No For Construction		Scale: Horizontal 1" = 50' Vertical	
Designed AD Drawn AD Checked PT Approved Date 4/19/21		EMBREE ASSET GROUP, INC.  4747 WILLIAMS DRIVE GEORGETOWN, TX 78633		Title: CONTEXT MAP UNITED PACIFIC 5200 LONE TREE WAY ANTIOCH, CA 94531	
Revision		No.	Date	By	Appr.

Preliminary Not For Construction

A street intersection under a blue sky with scattered white clouds. A black traffic light pole stands at the corner, with a green street sign that reads "Lone Tree Way" hanging from it. The traffic light is currently red. To the left, a silver Chevrolet van is stopped at the intersection. In the background, there is a large, dark wooden barn with a white roof, a yellow building, and other residential structures. A white sign with a black arrow pointing up and to the right is visible near the barn. The ground is dry and dusty, and there are some green utility boxes on the sidewalk.

A wide-angle photograph of a suburban street intersection under a blue sky with scattered white clouds. In the foreground, a red hatchback is stopped at a traffic light. A black car is visible further down the road. The background features a large wooden barn, a yellow house, and other residential buildings. A yellow diamond-shaped sign is visible on the left side of the road.

Preliminary Not For Construction




Job Number 20927	<div>Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com</div>	Designed <u>AD</u> Drawn <u>AD</u> Checked <u>PT</u> Approved _____ Date <u>4/19/21</u>	Scale: Horizontal _____ Vertical _____	<div><p>Not for Construction</p></div>	<div>For: EMBREE ASSET GROUP, INC. 4747 WILLIAMS DRIVE GEORGETOWN, TX 78633</div>	<div>Title: CONTEXT MAP UNITED PACIFIC 5200 LONE TREE WAY ANTIOCH, CA 94531</div>	No. _____ Date _____ By _____ Appr. _____ Revision _____
		Sheet 10 of 26					

5 STREET VIEW



6 STREET VIEW

VIEW Preliminary Not For Construction

Job Number		20927		Sheet		11 of 26		Date/Time: 4/26/2021 1:57 PM		Scale: 1" = 1'		Xref: CM-1.dwg		Date/Time: 4/26/2021 1:57 PM		Scale: 1" = 1'		Xref: KHELD											
		Barghausen Consulting Engineers, Inc.		18215 72nd Avenue South Kent, WA 98032 425.251.6222		barghausen.com		Designed <u>AD</u> Drawn <u>AD</u> Checked <u>PT</u> Approved _____ Date <u>4/19/21</u>		Scale: Horizontal Vertical				For:  EMBREE ASSET GROUP, INC. 4747 WILLIAMS DRIVE GEORGETOWN, TX 78633		Title: CONTEXT MAP UNITED PACIFIC 5200 LONE TREE WAY ANTIOCH, CA 94531		No.		Date		By		Cld.		Appr.		Revision	

UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY
CONTEXT MAP



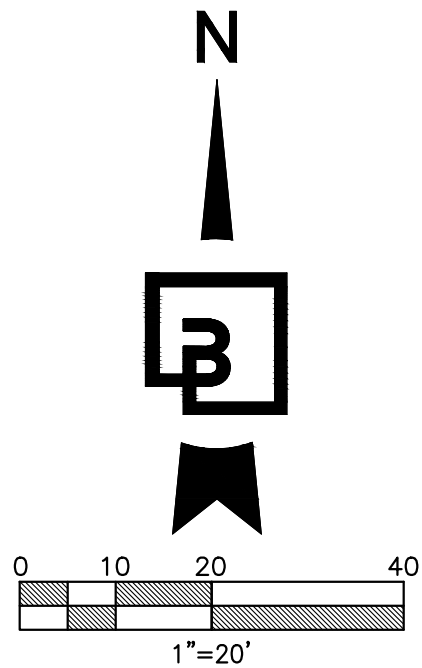
7 STREET VIEW



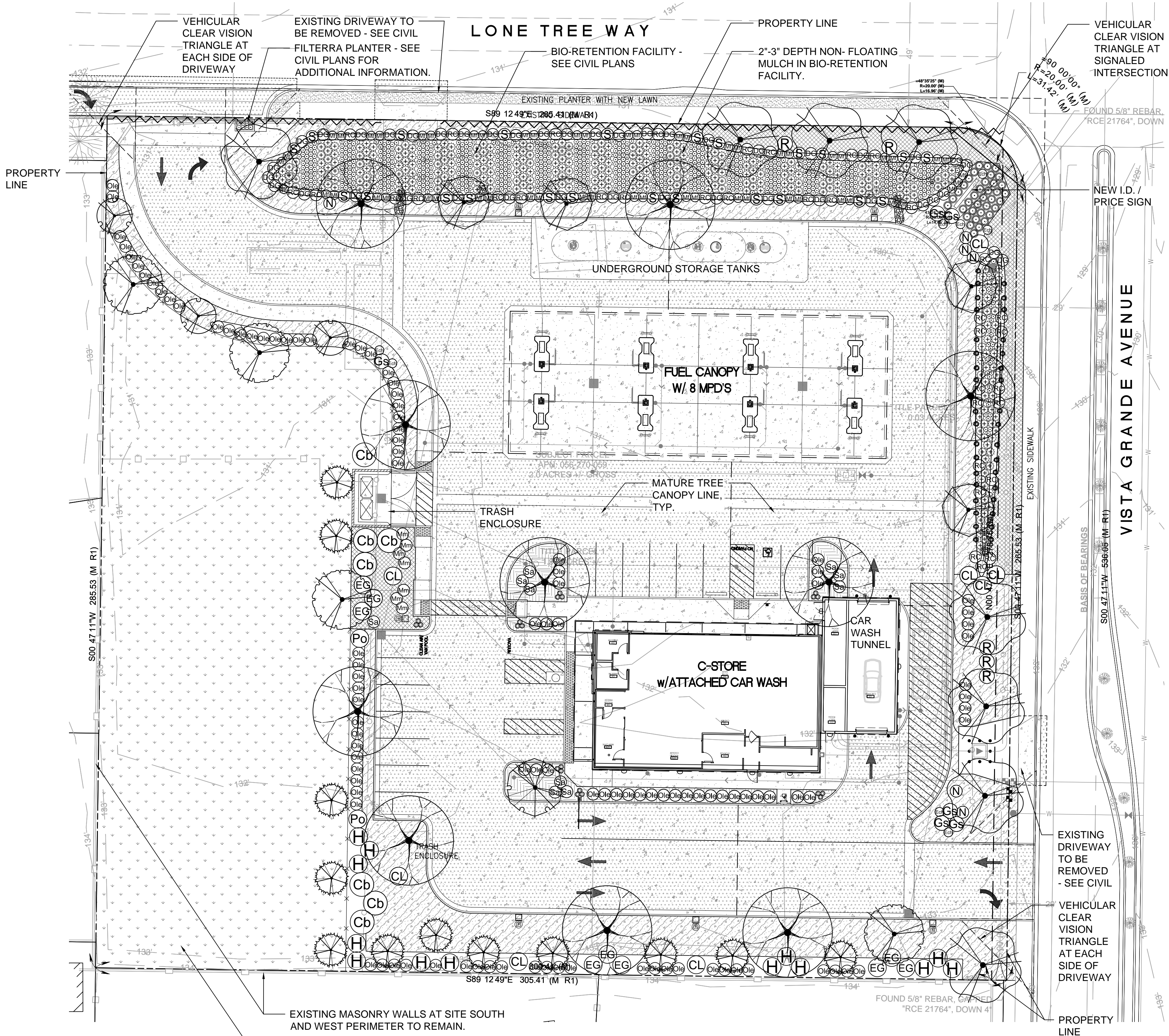
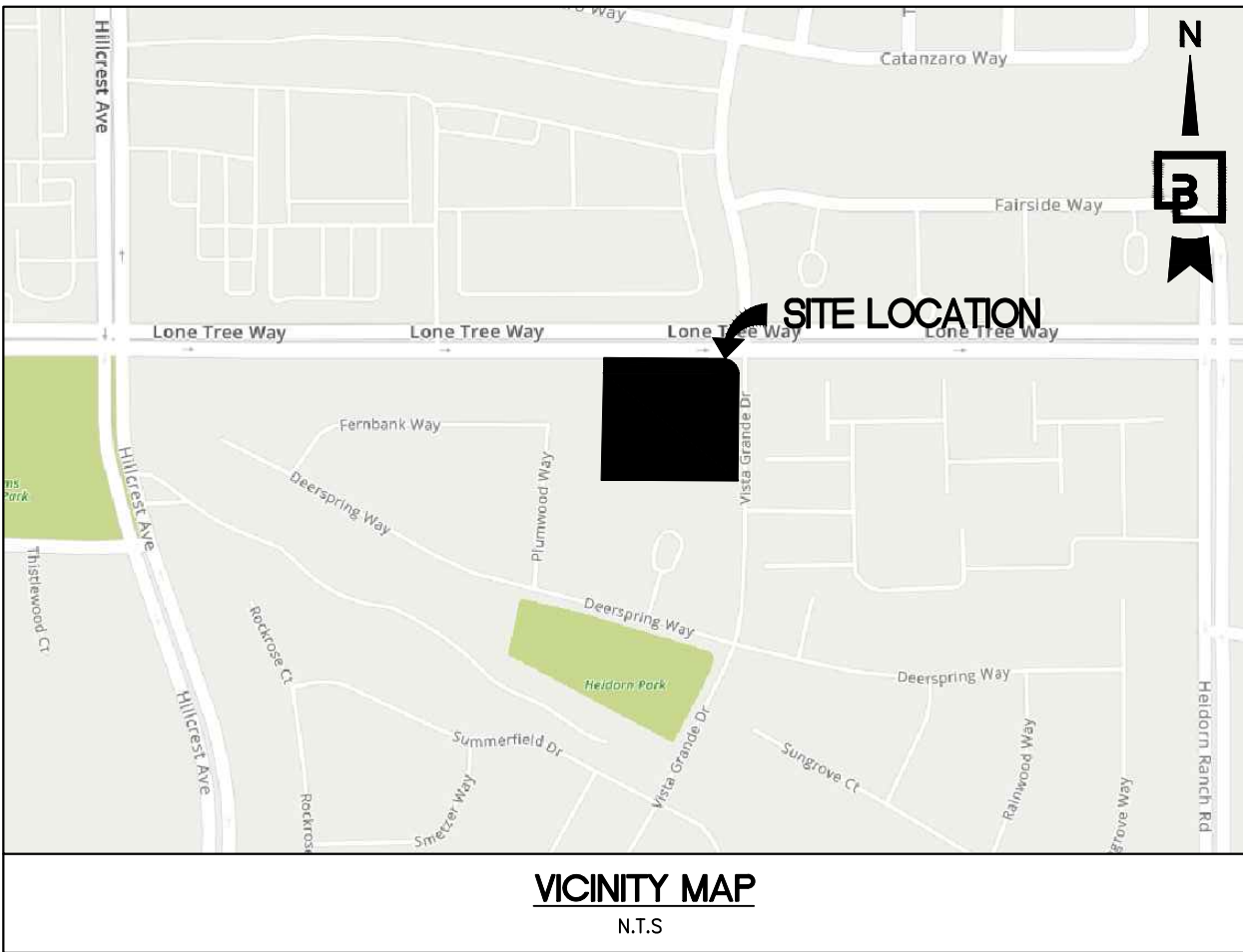
8 STREET VIEW

Preliminary Not For Construction

Job Number		Revision	
20927	Sheet	No.	Date
		By	Appr.
12 of 26		Title:	
Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com		CONTEXT MAP UNITED PACIFIC 5200 LONE TREE WAY ANTIOCH, CA 94531	
For:		EMBREE ASSET GROUP, INC. 4747 WILLIAMS DRIVE GEORGETOWN, TX 78633	
Scale:		LICENSED PROFESSIONAL ENGINEER KACEY KHELD 9465 Not for Construction CIVIL STATE OF CALIFORNIA	
Designed AD Drawn AD Checked PT Approved Date 4/19/21		Horizontal Vertical	



UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY
PRELIMINARY PLANTING PLAN



EROSION CONTROL HYDROSEED, NO IRRIGATION FOR HYDROSEED. SEE PLANT SCHEDULE FOR RATES OF MULCH, TACKIFIER, SEED, AND FERTILIZER.

LANDSCAPE SHEET INDEX

- 13 OF 20 PRELIMINARY PLANTING PLAN
14 OF 20 PRELIMINARY PLANT SCHEDULE
15 OF 20 PRELIMINARY PLANTING NOTES & DETAILS

GENERAL LANDSCAPE NOTES:

- A. THIS PLAN SET FOR LANDSCAPE IMPROVEMENTS SHALL BE USED IN CONJUNCTION WITH THE FOLLOWING PLANS ALSO TO BE PREPARED FOR THIS PROJECT AND SITE:
- * SITE SURVEY
 - * CIVIL ENGINEERING PLANS
 - * ARCHITECTURAL PLANS
 - * ILLUMINATION PLANS
- IF DISCREPANCIES ARE FOUND BETWEEN THIS PLAN SET AND THOSE REFERENCED ABOVE, SUCH DISCREPANCIES SHALL BE COORDINATED WITH BARGHAUSEN CONSULTING ENGINEERS, INC. AND RESOLVED PRIOR TO CONSTRUCTION ACTIVITIES.
- B. GENERAL NOTES ON THE CIVIL ENGINEERING COVER SHEET FOR THIS PROJECT AND SITE ARE APPLICABLE TO THIS LANDSCAPE PLAN SET.
- C. ALL PROPOSED PLANTINGS WILL BE IRRIGATED WITH A WATER-WISE AUTOMATIC IRRIGATION SYSTEM.
- D. LANDSCAPING SHALL COMPLY WITH THE REQUIREMENTS CONTAINED IN "ARTICLE 10: LANDSCAPING AND IRRIGATION" OF THE CITY OF ANTIOCH MUNICIPAL CODE, INCLUDING:
- * A MAINTENANCE PLAN IS REQUIRED AS PART OF THE FINAL SUBMITTAL
 - * NEW (PERMANENT) TURF AREAS SHALL BE SOD
 - * GRAVEL SURFACING FOR LARGE AREA COVERAGE SHALL BE AVOIDED
 - * 2" MIN. DEPTH OF BARK MULCH IS REQUIRED THROUGHOUT PLANT BEDS
 - * VEGETATION SHALL COVER 75% OF PLANTED AREA AT MATURITY
 - * EACH ESTABLISHED TREE THAT IS LEGALLY REMOVED SHALL BE REPLACED WITH TWO 24" BOX TREES. IF REMOVED TREES ARE MATURE, REPLACEMENT TREES SHALL BE 48" BOX.
 - * TREES MUST BE MIN. 5 FT. FROM PUBLIC CURBS AND PAVEMENTS
 - * OVER PUBLIC SIDEWALKS, TREES MUST BE BRANCHED TO 7 FT. HT.. OVER PUBLIC STREETS, TREES MUST BE BRANCHED TO 14 FT. HT..
 - * MAX. 3 FT. HT. VEGETATION WITHIN THE VEHICULAR CLEAR VISION ZONES / TRIANGLES.
- E. LANDSCAPING SHALL COMPLY WITH THE CITYWIDE DESIGN GUIDELINES MANUAL, INCLUDING:
- * PARKING LOT LANDSCAPING SHALL INCLUDE CONTINUOUS LANDSCAPE STRIPS BETWEEN EVERY OTHER ROW OF PARKING; 300 SF AT ENDS OF PARKING ROWS ONE TREE PER 35 FT.; 50% SHADE COVERAGE WITHIN 5 YRS

DEVELOPER

EMBREE ASSET GROUP, INC.
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GEORGETOWN, TX 78633
TEL: (512) 819-4754
CONTACT: JEFF FERRELL, PROJECT MANAGER

SURVEYOR

BASE CONSULTING GROUP, INC.
18453 E. MANNING AVE.
REEDLEY, CA 93654
TEL: (559) 637-1544
CONTACT: NEIL ELLIOTT THONESON, P.L.S.

ENGINEER

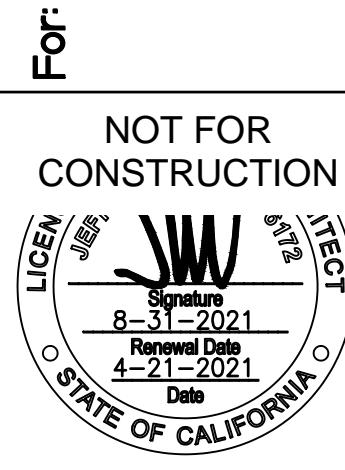
BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVE. SOUTH
KENT, WA 98032
TEL: (425) 251-6222
CONTACT: KACEY C. HELD, P.E.

LANDSCAPE ARCHITECT

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
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TEL: (425) 251-6222
CONTACT: JEFF VARLEY, R.L.A.

PRELIMINARY PLANTING PLAN
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

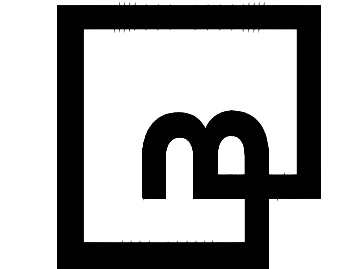
EMBREE
ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633



Scale: Horizontal 1"=20' Vertical N/A

Designed	TC
Drawn	TCR
Checked	JMV
Approved	JMV
Date	4/19/21

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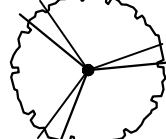



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Preliminary Not For Construction

UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY
PRELIMINARY PLANT SCHEDULE

PLANT SCHEDULE WUCOLS IV ZONE 2

DECIDUOUS TREES	QTY	BOTANICAL / COMMON NAME	CONT.	WATER USE	GRASSES	QTY	BOTANICAL / COMMON NAME	CONT.	WATER USE	SPACING
	1	CERCIDIUM X `DESERT MUSEUM` / DESERT MUSEUM PALO VERDE NURSERY GROWN FOR STREET TREE USE, SYMMETRICAL, STAKE AND GUY FOR ONE GROWING SEASON, BRANCHED TO 7 FT. HT.	15 GAL.	VERY LOW		342	CHONDROPETALUM TECTORUM `EL CAMPO` / EL CAMPO SMALL CAPE RUSH FULL TOP GROWTH, WELL ROOTED	1 GAL.	LOW	36" o.c.
	3	CERCIS OCCIDENTALIS `CLAREMONT` / CLAREMONT WESTERN REDBUD NURSERY GROWN FOR STREET TREE USE, SYMMETRICAL, STAKE AND GUY FOR ONE GROWING SEASON, BRANCHED TO 5 FT. HT.	15 GAL.	VERY LOW		778	JUNCUS PATENS / CALIFORNIA GRAY RUSH FULL TOP GROWTH, WELL ROOTED	1 GAL.	MEDIUM	18" o.c.
	8	QUERCUS DOUGLASII / BLUE OAK NURSERY GROWN FOR STREET TREE USE, SYMMETRICAL, STAKE AND GUY FOR ONE GROWING SEASON, BRANCHED TO 8 FT HT IF CANOPY IS WITHIN VEHICULAR CLEAR VISION ZONE AS NOTED ON PLAN, BRANCHING SHALL BE AT 7 FT HT OVER CITY SIDEWALKS AND 14 FT OVER CITY STREETS	24" BOX	VERY LOW		41	MUHLENBERGIA RIGENS / DEER GRASS FULL TOP GROWTH, WELL ROOTED	1 GAL.	LOW	48" o.c.
						35	SPOROBOLUS AIROIDES / ALKALI SACATON FULL TOP GROWTH, WELL ROOTED	1 GAL.	VERY LOW	24" o.c.
						36	STIPA PULCHRA / PURPLE NEEDLE GRASS FULL TOP GROWTH, WELL ROOTED	1 GAL.	VERY LOW	36" o.c.
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	CONT.	WATER USE	PERENNIALS	QTY	BOTANICAL / COMMON NAME	CONT.	WATER USE	SPACING
	4	ACACIA STENOPHYLLA / SHOESTRING ACACIA NURSERY GROWN FOR STREET TREE USE, SYMMETRICAL, STAKE AND GUY FOR ONE GROWING SEASON, BRANCHED TO 6 FT. HT.	15 GAL.	VERY LOW		56	MIMULUS AURANTIACUS / STICKY MONKEYFLOWER FULL TOP GROWTH, WELL ROOTED	1 GAL.	LOW	36" o.c.
	12	HESPEROCYPARIS ARIZONICA `CAROLINA SAPPHIRE` / CAROLINA SAPPHIRE ARIZONA CYPRESS NURSERY GROWN, FULL TO BASE, SYMMETRICAL, SINGLE STRAIGHT UNCUT LEADER, STAKE AND GUY FOR ONE GROWING SEASON	15 GAL.	VERY LOW	GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT.	WATER USE	SPACING
	4	OLEA EUROPAEA `WILSONII` / WILSON OLIVE NURSERY GROWN FOR STREET TREE USE, SYMMETRICAL, STAKE AND GUY FOR ONE GROWING SEASON, BRANCHED TO 5 FT. HT.	24" BOX	VERY LOW		586	APTENIA CORDIFOLIA `RED APPLE` / BABY SUNROSE FULL TOP GROWTH, WELL ROOTED, TRIANGULAR SPACING, HOLD BACK 18" FROM BORDERS, TREES, & SHRUBS	1 GAL.	LOW	24" o.c.
	10	QUERCUS AGRIFOLIA / COAST LIVE OAK NURSERY GROWN FOR STREET TREE USE, SYMMETRICAL, STAKE AND GUY FOR ONE GROWING SEASON, BRANCHED TO 8 FT HT IF CANOPY IS WITHIN VEHICULAR CLEAR VISION ZONE AS NOTED ON PLAN, BRANCHING SHALL BE AT 7 FT HT OVER CITY SIDEWALKS & 14 FT OVER VEHICULAR AREAS	24" BOX	VERY LOW		215	DYMONDIA MARGARETAE / DYMONDIA FULL TOP GROWTH, WELL ROOTED, TRIANGULAR SPACING, HOLD BACK 18" FROM BORDERS, TREES, & SHRUBS	1 GAL.	LOW	24" o.c.
						1,438	STIPA ICHU / PERUVIAN FEATHER GRASS FULL TOP GROWTH, WELL ROOTED, TRIANGULAR SPACING, HOLD BACK 24" FROM BORDERS, TREES, & SHRUBS	1 GAL.	VERY LOW	30" o.c.
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT.	WATER USE	SPACING					
	7	CERCOCARPUS BETULOIDES / MOUNTAIN MAHOGANY FULL AND BUSHY	5 GAL.	VERY LOW	96" o.c.		EROSION CONTROL HYDROSEED SEE NOTES BELOW	18,644 SF		
	8	CHIOPSIS LINEARIS / DESERT WILLOW FULL AND MATCHING	5 GAL.	VERY LOW	72" o.c.					
	6	DASYLIIRION ACROTRICHUM / GREEN DESERT SPOON FULL AND BUSHY	5 GAL.	VERY LOW	60" o.c.		LAWN DROUGHT RESISTANT SOD	831 SF		
	2	DENDROMECON HARFORDII / ISLAND BUSH POPPY FULL AND BUSHY	5 GAL.	VERY LOW	72" o.c.					
	21	DUDLEYA BRITTONII / GIANT CHALK DUDLEYA FULL AND BUSHY	5 GAL.	VERY LOW	18" o.c.					
	8	ECHINOCACTUS GRUSONII / GOLDEN BARREL CACTUS FULL AND SYMMETRICAL	5 GAL.	VERY LOW	36" o.c.					
	9	ERIOGONUM GIGANTEUM / ST. CATHERINE'S LACE FULL AND BUSHY	5 GAL.	VERY LOW	72" o.c.					
	13	HETEROMELES ARBUTIFOLIA / TOYON FULL AND BUSHY	5 GAL.	VERY LOW	72" o.c.					
	6	NOLINA NELSONII `BLUE NOLINA` / BLUE NOLINA FULL AND BUSHY	5 GAL.	VERY LOW	48" o.c.					
	108	OLEA EUROPAEA `MONTRA` TM / LITTLE OLLIE OLIVE FULL AND BUSHY	5 GAL.	VERY LOW	48" o.c.					
	5	RIBES MALVACEUM `CHRISTY RIDGE` / CHRISTY RIDGE CHAPARRAL CURRANT FULL AND BUSHY	5 GAL.	VERY LOW	60" o.c.					
	37	ROSA CALIFORNICA / CALIFORNIA WILD ROSE FULL AND MATCHING, BIORETENTION	5 GAL.	LOW	48" o.c.					
	10	SALVIA CLEVELANDII `AROMAS` / SAGE FULL AND BUSHY	5 GAL.	VERY LOW	48" o.c.					
	23	SYMPHORICARPOS ALBUS / COMMON WHITE SNOWBERRY FULL AND BUSHY	5 GAL.	HIGH	48" o.c.					
	7	TRICHOSTEMA X `MIDNIGHT MAGIC` / MIDNIGHT MAGIC BLUE CURLS FULL AND BUSHY	5 GAL.	VERY LOW	48" o.c.					

BASIC NATIVE EROSION CONTROL MIX

This mix of annual native California species has been formulated for rapid growth in the lower rainfall climates and varied soil types of Central and Southern California. For this reason, it is the best choice for permanent or temporary cover in areas that may not support perennial natives without the addition of irrigation or soil amendments. These seeds are adapted to our climates and plant communities and can be used around sensitive native habitat and in conjunction with other species, including wildflowers, without the fear of native gene contamination.

SPECIES	COMMON NAME	BULK #*/ACRE	MIN % PLS*
Bromus carinatus `Cicamonga`	Cicamonga bromo	20.00	85
Festuca microstachys	Small fescue	8.00	85
Trifolium ciliatum	Foothill/Tree clover	4.00	85
		32.00	

*MIN% PLS (Pure Live Seed) = Seed Purity x Germination Rate

Seed:	32 lbs per acre
Height:	24-36 inches
Emergence:	10-15 days
Establishment:	45 days to 90% cover after emergence

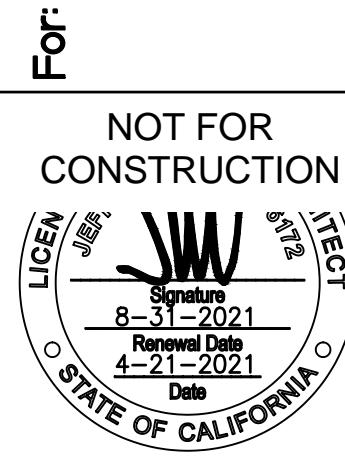
If the seed mix is hydraulically applied, we suggest the following slurry components:

HydroMulch 1000 Wood Mulch	2,000 lbs/acre
BioSol Forte 7-2-1 Fertilizer	600 lbs/acre
Ecology Controls M-Binder	100 lbs/acre

SOURCE:
Seed mix as described by Pacific Coast Seed
Website: www.pcseed.com
Phone: 800-733-3462

PRELIMINARY PLANTING
NOTES AND DETAILS
UNITED PACIFIC
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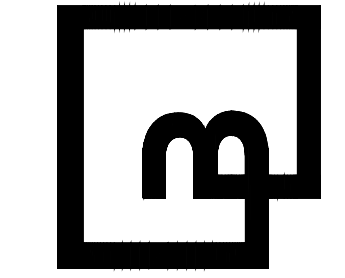


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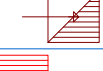



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					4/19/21

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Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
	1	2MEB	SINGLE	1.000	13286	130	OSQ-A-NM-2ME-K-57K-XX-XX w/OSQ-DAXX OSQ-BLSMF
	7	4M-W	SINGLE	0.970	4270	31	XSPW-B-WM-4ME-4L-57K-UL-XX
	3	4MEB	SINGLE	1.000	13286	130	OSQ-A-NM-4ME-K-57K-XX-XX w/OSQ-DAXX OSQ-BLSMF
	24	A	SINGLE	0.980	12825	91	CPY250-B-DM-D-13L-UL-WH-57K-HZ
	8	C	SINGLE	0.980	4520	31	CPY250-B-DM-D-C-UL-WH-57K-HZ
	9	PWY-3M	SINGLE	1.000	1442	22	PWY-EDG-3M-P4-02-E-UL-350-57K

Calculation Summary (Footcandles calculated using predicted lumen values @ 50K hrs of operation)						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
CANOPY	Fc	32.93	40	23	1.43	1.74
PAVED AREA	Fc	4.45	24.5	0.0	N.A.	N.A.
SITE CALCS	Fc	0.43	11.2	0.0	N.A.	N.A.

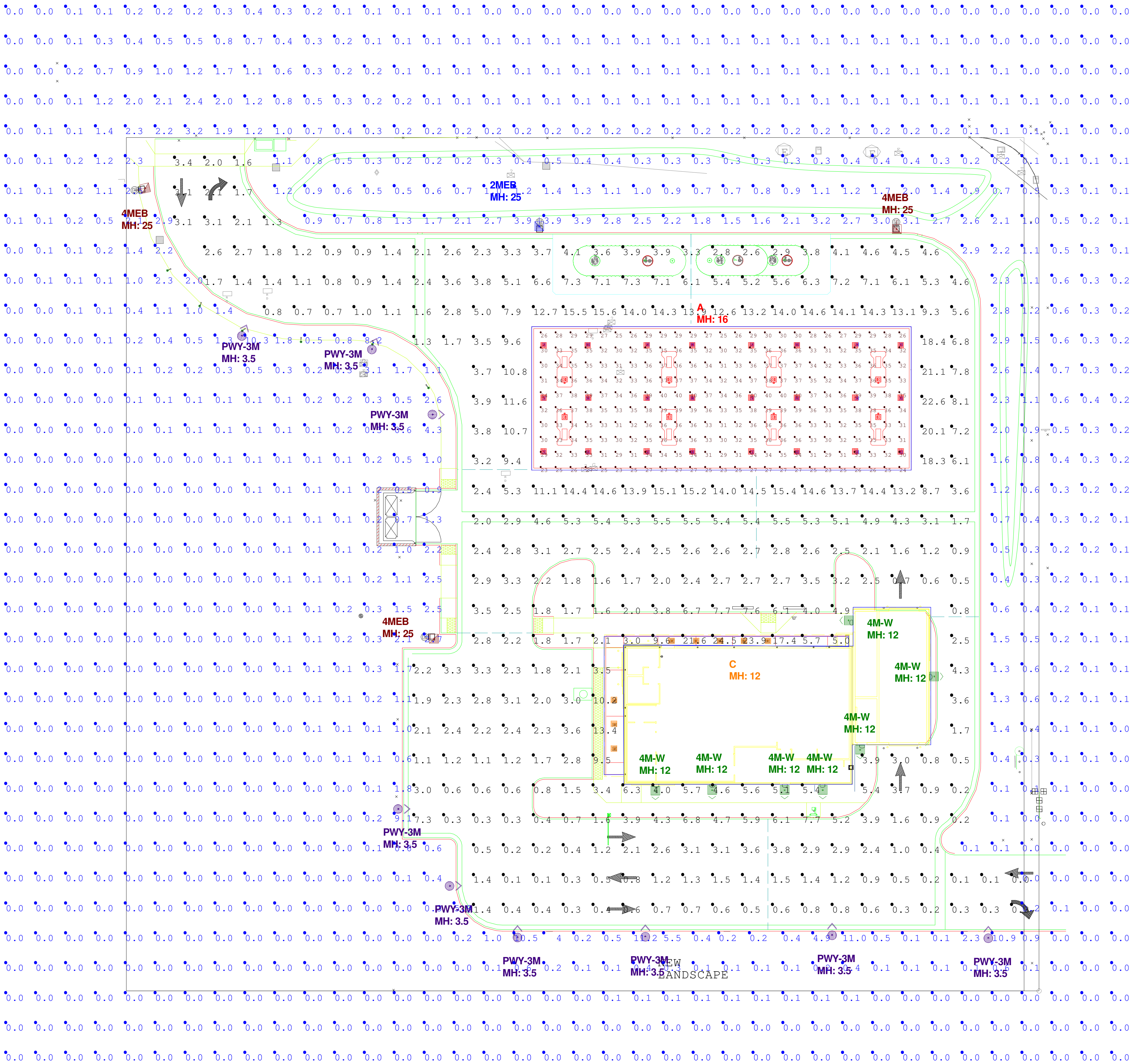
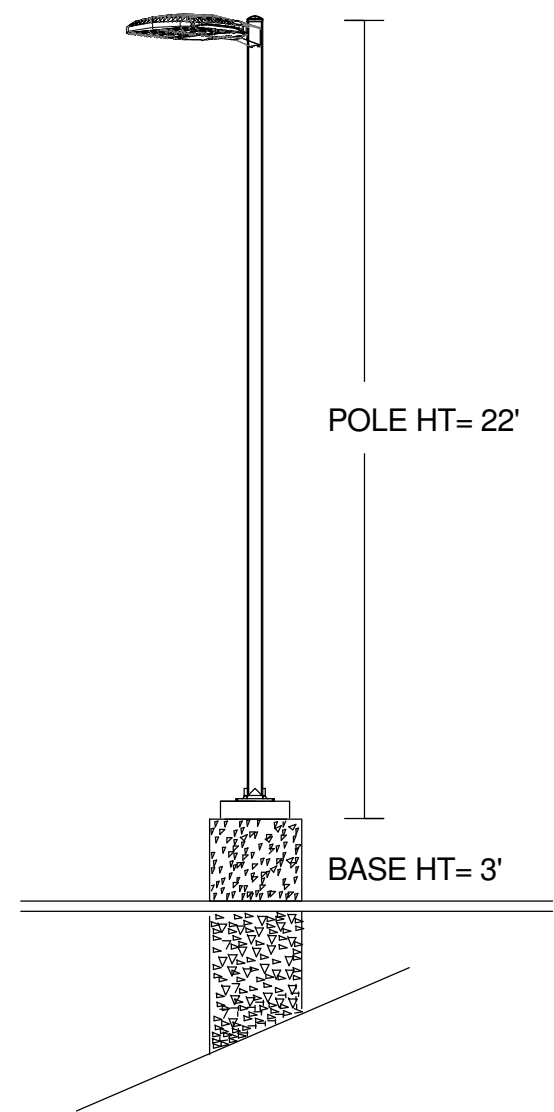
Pole Schedule
(4) SSS-4-11-25-CW-BS-1D-C-XX(25' X 4" X 11ga STEEL SQUARE POLE)

Proposed poles meet 130MPH sustained winds.

Additional Equipment:
(4) OSQ-DAXX (DIRECT ARM MOUNT)
(4) OSQ-BLSMF (BACK LIGHT SHIELD)

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER ***

OSQ HO Area Luminaire



UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY

FLOOR PLAN LEGEND

WOOD FRAMED WALL

CONCRETE MASONRY WALL

NOTE: 2" AIR GAP BETWEEN COOLER/FREEZER WALL AND WOOD FRAMED WALL PER COOLER VENDOR, TYP.

- FLOOR PLAN NOTES
- A. DIMENSIONS ARE TO BE TO FACE OF SUBSTRATE ON EXTERIOR TO FACE OF FRAMING ON INTERIOR, U.N.O.

B. ALL THRESHOLDS SHALL BE NO HIGHER THAN 1/2" AND BEVELED EDGES WITH THE SLOPE BEING NO GREATER THAN 1:2

C. ALL PENETRATIONS OF THE BUILDING ENVELOPE SHALL BE CAULKED OR OTHERWISE SEALED TO PREVENT INFILTRATION.

D. ALL DOORS TO BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT. ALTERNATIVELY AT DOOR AT MAIN ENTRY ONLY, PROVIDE A READILY VISIBLE AND DURABLE SIGN ADJACENT TO OR ON THE DOOR STATING THAT "THIS DOOR SHALL REMAIN UNLOCKED WHENEVER THE BUILDING IS OCCUPIED" WITH LETTERS ON CONTRASTING BACKGROUND AND MIN. 1" HIGH. SEE DOOR NOTES ON DOOR SCHEDULE.

E. PRIOR TO START OF FRAMING, GENERAL CONTRACTOR SHALL VERIFY ALL FRAMING REQUIREMENTS FOR MECHANICAL EQUIPMENT, MECHANICAL CHASES, PLENUMS, CABINETS, AND OTHER CONSTRUCTION ELEMENTS WITHIN THIS BUILDING NOT SPECIFICALLY DETAILED IN THESE CONSTRUCTION DOCUMENTS.

F. ALL INTERIOR FINISHES SHALL BE CLASS C FOR FLAME SPREAD AND SMOKE DEVELOPMENT REQUIREMENTS PER FIRE CODE.

G. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE, LOCATE, AND CONFIRM ALL UNDER GROUND PLUMBING AND ELECTRICAL INFORMATION.

H. ALL FINISHES AND FINISH MATERIALS, COLORS, OR TEXTURES SHALL BE SUBMITTED TO AND APPROVED BY ARCHITECT PRIOR TO INSTALLATION, FABRICATION, OR ORDERING.

I. THE GENERAL CONTRACTOR IS TO INCLUDE IN HIS BID THE HIGHEST QUALITY AND GREATEST QUANTITY FOR THE PURPOSE OF RESOLVING ANY CONFLICTS IN THE CONSTRUCTION DOCUMENTS WHICH ARE IMPLIED OR UNDEFINED.

J. ASSUMED FINISHED FLOOR ELEVATION: 0'-0" ACTUAL FINISH FLOOR ELEVATION. VERIFY WITH CIVIL PLANS.

K. G.C. TO CAULK AND SEAL ALL EXPANSION JOINTS AT ALL EXTERIOR/INTERIOR CONCRETE. SEE SPECIFICATIONS.

L. ALL GLAZING (GLASS) SUBJECT TO HUMAN IMPACT OR IN A HAZARDOUS LOCATION SHALL BE SAFETY GLAZED (TEMPERED) PER THE REQUIREMENTS OF CHAPTER 24 IN THE 2019 CALIFORNIA BUILDING CODE.

M. ALL VALVES AND CONTROLS SHALL HAVE SIGNS OR LABELS.

N. ALL PIPING SHALL HAVE IDENTIFICATION AND DIRECTION OF FLOW.

O. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE LOCALLY ADOPTED BUILDING AND ACCESSIBILITY CODES.

P. G.C. TO VERIFY ALL DOOR FRAME WIDTHS. COORDINATE WITH WALL TYPE SCHEDULE FOR WALL THICKNESS. REFER TO DOOR SCHEDULE.

Q. STOREFRONT WINDOW GRAPHICS TO BE FURNISHED AND INSTALLED BY UNITED PACIFIC.

R. G.C. TO PROVIDE PAINTED FIRE RATED PLYWOOD @ ELECTRICAL ROOM FLOOR TO 8'-6" A.F.F.

S. IF NOT DIMENSIONED, LOCATE HINGE SIDE OF DOOR 5" (FRAME 2") AWAY FROM ADJACENT WALL.

T. CASEWORK TO BE PROVIDED AND INSTALLED BY MILLWORK VENDOR. SHOWN ON PLAN FOR REFERENCE ONLY.

U. RESTROOM INTERIOR WALLS SHALL CONSIST OF GREEN-MOISUTURE .

- KEYNOTES
1. SOFFIT/ BULKHEAD OUTLINE ABOVE.

2. WARNING LAMP INCLUDING 15 FT CABLE AND CONNECTOR.

3. MILLWORK TO BE PROVIDED BY MILLWORK VENDOR.

4. MOP SINK, REFERENCE PLUMBING DRAWINGS.

5. ELECTRICAL PANELS/EQUIPMENT

6. STEEL COLUMN, REFERENCE STRUCTURAL DRAWINGS.

7. PROVIDE 4" MIN. AIR GAP BETWEEN CMU & FRAMING.

8. ROOF ACCESS LADDER.

9. FLOOR TRENCH OR DRAIN, REF. PLUMBING DRAWINGS. SLOPE FLOORS TOWARD DRAIN AS REQUIRED.

10. FLOOR SINK

11. 3 COMPARTMENT SINK

12. HAND-WASHING SINK

13. NO SUBSTRATE CMU SIDE OF WALL FRAMING @ CHASE.

14. FIRE EXTINGUISHER LOCATION.

15. EXPANDABLE FILLER TO MATCH ADJACENT EXTERIOR WALL FINISH.

16. VEEDER ROOT REFER TO ELECTRICAL DRAWINGS.

17. DISPLAY AND SIGNAGE WALL, GC TO PROVIDE ELECTRICAL, PLUMBING AND DRAINS INSIDE WALL FOR FUTURE EXTENSION.

18. FIRE DEPT. KEY BOX LOCATION: SEE "LIFE SAFETY & ACCESSIBILITY PLAN" FOR FURTHER INFORMATION.

19. DESIGNATED ALCOHOLIC BEVERAGE DISPLAY. COOLERS TO BE SECURED/LOCKED TO PREVENT ACCESS TO THE CONTENTS BY THE GENERAL PUBLIC BETWEEN THE HOURS OF 10 PM AND 10 AM. GC & WALK-IN VENDOR TO COORDINATE W/ UP AND AHJ ON QUANTITY AND LOCATION OF ADDITIONAL LOCKS.

20. TEMPERED BEER CAVE GLAZING & DOORS W/ ALUMINUM ZERO-THRESHOLD TRANSITION STRIP PROVIDED BY ANTHONY & INSTALLED BY L&M SERVICES PER DEFERRED SUBMITTAL.

21. CATCH BASIN

22. SPLASH GUARD PROVIDED BY MILLWORK VENDOR.

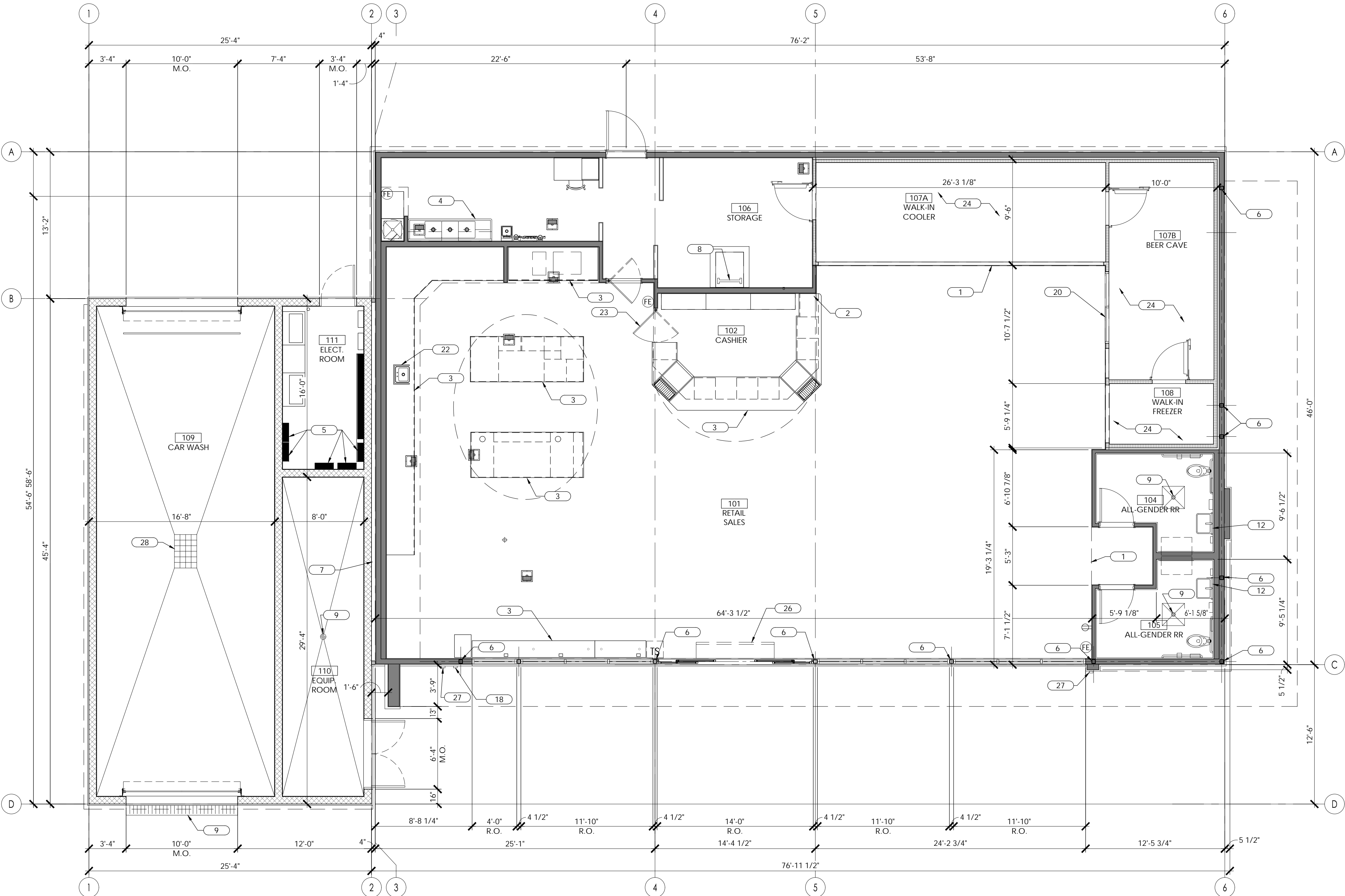
23. 36" GATE PROVIDED BY MILLWORK VENDOR.

24. GC TO FOLLOW NSF INTERNATIONAL STANDARDS: WALK-IN WALLS TO BE COMPLETELY FLASHED TO THE BUILDING'S WALLS & CEILINGS. EXPOSED BATTEN-TYPE CONSTRUCTION NOT APPROVED BY HEALTH DEPARTMENT.

25. NOT USED

26. IN LIEU OF VESTIBULE, PROVIDE AMCA-CERTIFIED AIR CURTAIN ABOVE DOOR. SEE MECH DWGS.

27. EMERGENCY SHUT-OFF .



HEALTH NOTE: ALL EXTERIOR DOORS INCLUDING RESTROOM DOORS SHALL BE EQUIPPED WITH SELF-CLOSING MECHANISMS

1 FLOOR CONSTRUCTION PLAN
SCALE: 3/16" = 1'-0"

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Revision

No.

Date

By

Ckd.

Appr.

Title:

C-STORE FLOOR PLAN
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

For:

EMBREE
ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633

Scale:

Horizontal
AS SHOWN

Vertical

Designed

Drawn

Checked

Approved

Date

PT.

MP

PT.

PT.

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Sheet

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1. CRICKET WITH TAPERED INSULATION, TYP.
2. CANOPY (BELOW): REFERENCE: REFLECTED CEILING PLAN AND STRUCTURAL DRAWINGS.
3. RTU: GC TO CONFIRM & COORDINATE PER RTU SPECIFICATIONS. REFERENCE: MECHANICAL DRAWINGS.
4. WALKING PAD TO BE A MINIMUM 30' AROUND MECHANICAL UNIT(S).
5. TPO OVER SINGLE PLY ROOFING OVER W/ 6.5" R-38 RIGID INSULATION OVER PLYWOOD SHEATHING.
6. SATELLITE DISH TO BE PROVIDED AND INSTALLED BY STATE LOTTERY. GC TO INSTALL ADJACENT ROOF PENETRATION PER DETAIL 5/A-141, AND PROVIDE A VMP NON-PENETRATING ROOF MOUNT FOR 30" MAST W/ 1.66" OD (FRM-166) OR APPROVED EQUAL. GC TO PROVIDE 8 STANDARD CMM BLOCKS AS BALLAST.
7. BACKLIT SIGN BY OTHER: DEFERRED SUBMITTAL.
8. WALL PACK LIGHTS, TYP.
9. PLUMBING VENT:
10. PRE-FINISHED METAL CAP FLASHING
11. EMERGENCY LIGHTING
12. ROOF ACCESS HATCH
13. EXHAUST DUCT
14. ROOF DRAIN AND OVERFLOW
15. ROOF ACCESS LADDER
16. CAR WASH "SWOOSH" FASCIA.
17. SATELLITE CONDUIT
18. CONDENSING UNIT BY WALK-IN COOLER/FREEZER VENDOR
19. ROOF MOUNTED EXHAUST FAN SERVING CAR WASH EQUIPMENT ROOM
20. FUTURE SOLAR ZONE PER TITLE 24 PART 9 (OR AS REQUIRED BY AHJ), AT 15% OF BUILDING AREA OR 483 SF.
21. FUTURE SOLAR ZONE PER TITLE 24 PART 9 (OR AS REQUIRED BY AHJ), AT 15% OF BUILDING AREA OR 176 SF.

SLOPE	DIRECTION OF ROOF SLOPE
H.P.	HIGH POINT OF ROOF SLOPE
L.P.	LOW POINT OF ROOF SLOPE

PRELIMINARY ROOF PLAN
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531



Scale:	Designed	PT
Horizontal	Drawn	MP
AS SHOWN	Checked	PT
Vertical	Approved	PT
	Date	4/19/21

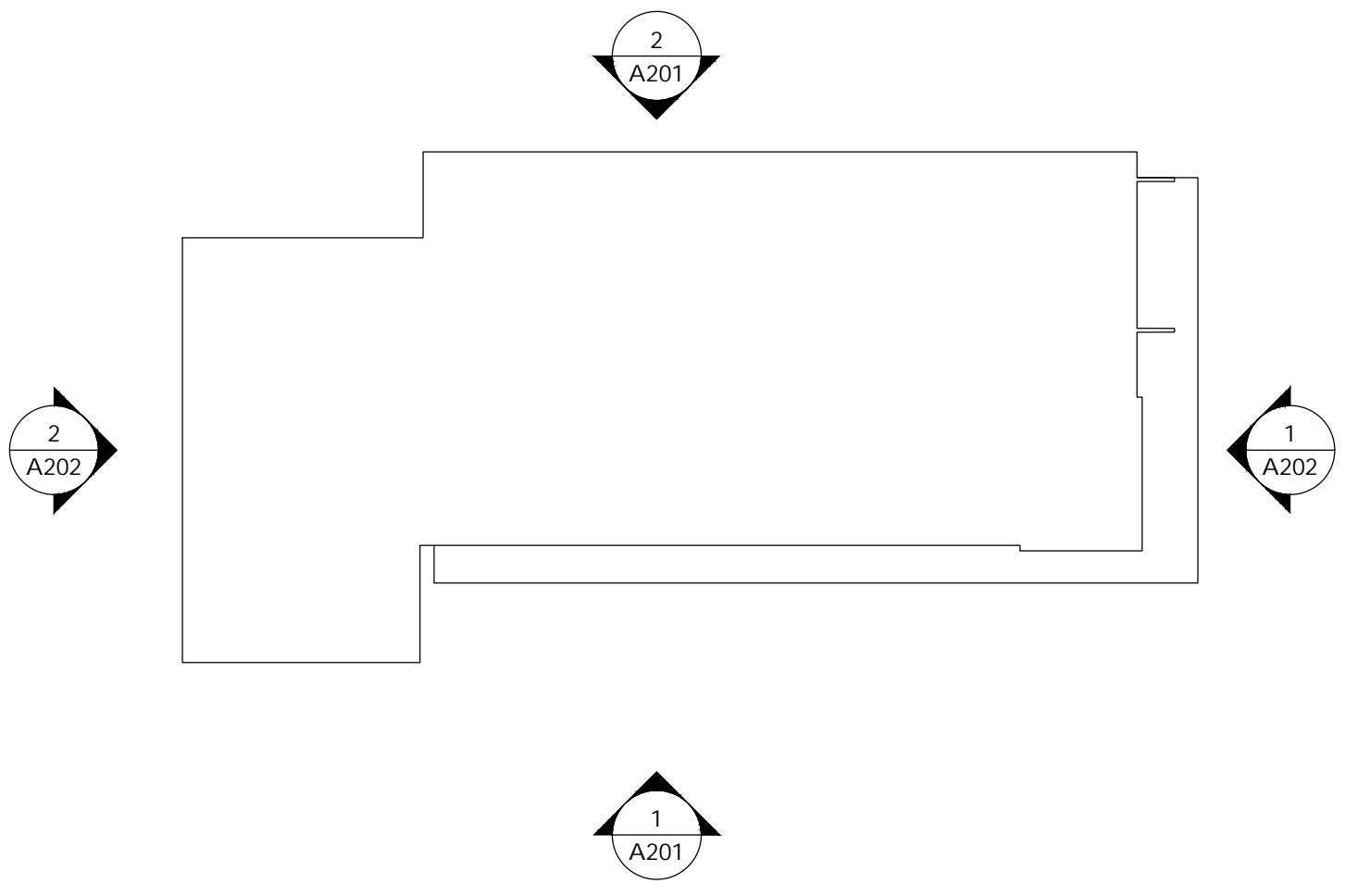
**Barghausen
Consulting Engineers, Inc.**
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 **barghausen.com**

Job Number
20927

Sheet

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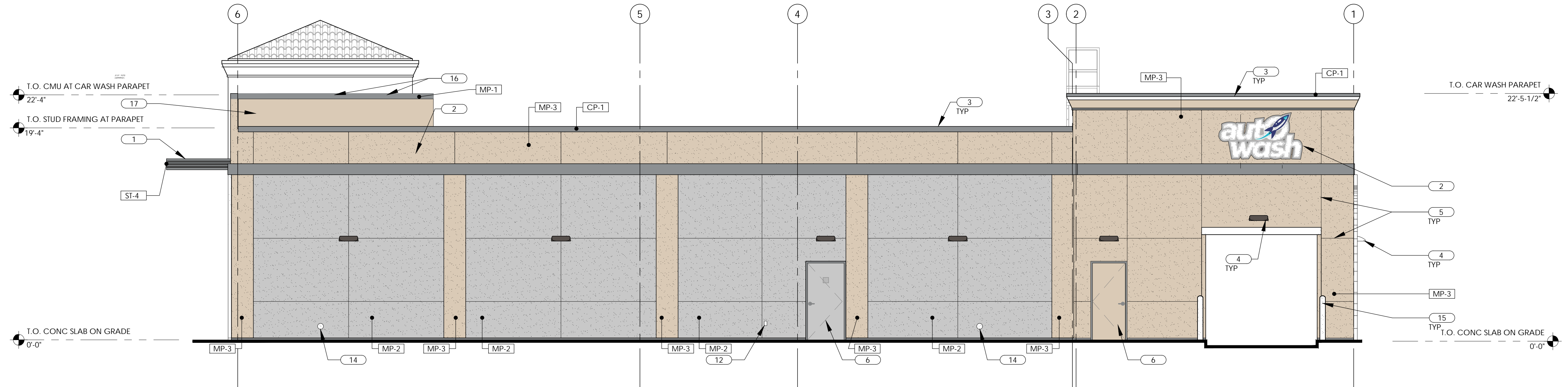
UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY



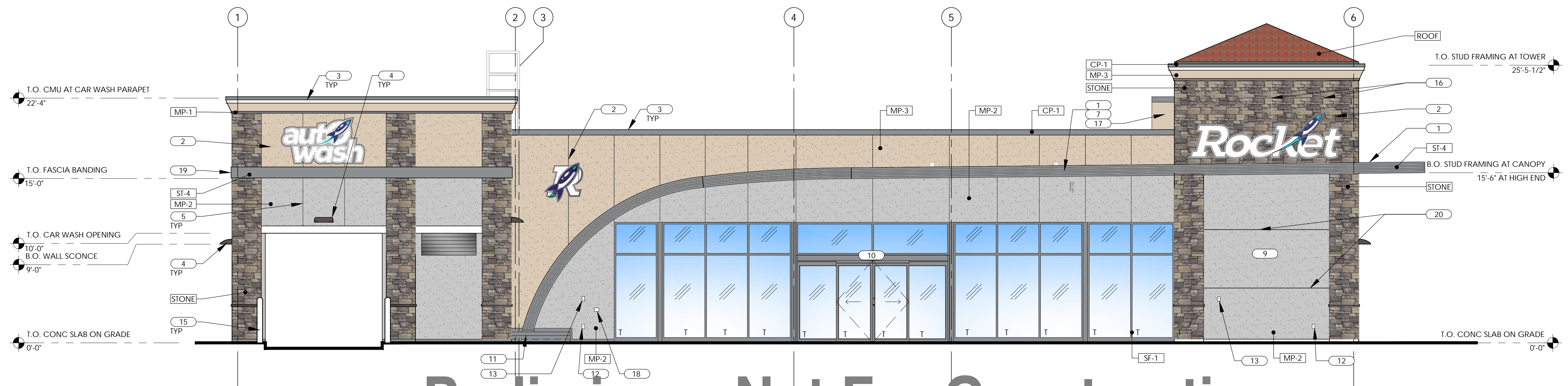
- COLOR LEGEND**
- CP-1 PAREX USA, 3013L "GRAY WHITE"
 - ST-4
 - MP-1 PAREX USA, 3016L "PEWTER"
 - MP-2 PAREX USA, 3033L "TUXEDO"
 - MP-3 PAREX USA, 3005L "SONATA"
- MATERIAL LEGEND**
- STONE STONE VENEER
 - SF-1 CLEAR ANODIZED ALUMINUM
 - ROOF BORAL ROOFING MISSION "S" "MARBLED TERRA COTTA"

- KEYNOTES**
- METAL/EIFS CANOPY/SWOOSH
 - ILLUMINATED EXTERIOR SIGNAGE BY OTHERS (UNDER SEPARATE PERMIT). GC TO PROVIDE J-BOX WITH PULL STRING. COORDINATE LOCATION OF KNOX-BOX AND BLOCKING WITH SIGNAGE VENDOR PRIOR TO INSTALL.
 - PREMANUFAC SNAP-ON COPING SYSTEM BY METAL ERA.
 - EXTERIOR LIGHTING, TYPICAL, REFER TO ELECTRICAL PLANS
 - CONTROL JOINT, TYPICAL
 - HOLLOW METAL DOORS
 - RECESSED LED LIGHTING. REFER TO ELECTRICAL DRAWINGS.
 - 4"x12" SNAP-ON METAL FASCIA BY METAL ERA, FINISH TO MATCH MC-1.
 - RECESSED WALL
 - SPANDREL GLAZING AT AIR CURTAIN LOCATION.
 - 12" CONCRETE PLANTER CURB FOR CANE DETECTION BARRIER TO 4" BELOW INTENDED LANDSCAPE ELEVATION. CONNECT TO STORM DRAINAGE. SEE LANDSCAPE DWGS FOR ADDITIONAL INFO.
 - EXTERIOR-RATED OUTLET PER ELECTRICAL DRAWINGS
 - EMERGENCY GAS SHUT-OFF SWITCH PER ELECTRICAL DRAWINGS
 - OVERFLOW DOWNSPOUT PER PLUMBING DRAWINGS
 - BOLLARD PER PLAN, REFERENCE CIVIL DRAWINGS
 - OUTLINE OF RTUS. SCREENED FROM VIEW BELOW BY BLDG PARAPET
 - BLDG PARAPET
 - FIRE DEPARTMENT KEY BOX LOCATION: SEE "LIFE SAFETY & ACCESSIBILITY PLAN" FOR FURTHER INFORMATION
 - 12"H X4"D EIFS BANDING WITH (3) LED LIGHT REVEALS.
 - 3/4"x1" AESTHETIC REVEAL. DOUBLE WRAP EIFS REINF. MESH ON EACH SIDE OF REVEAL. SLOPE AT BOTTOM.

- EXTERIOR ELEVATION NOTES**
- A. BUILDING SIGNAGE IS NOT INCLUDED IN THE BUILDING PERMIT AND SHALL REQUIRE A SEPARATE PERMIT PRIOR TO INSTALLATION.
 - B. SIGNAGE VENDOR TO SUBMIT FINAL SIGNAGE DRAWINGS TO ARCHITECT FOR REVIEW & APPROVAL PRIOR TO FABRICATION.
 - C. G.C. SHALL COORDINATE ALL ELECTRICAL REQUIREMENTS AND BLOCKING AS REQUIRED TO MOUNT SIGNAGE TO BUILDING W/ SIGNAGE VENDOR/ MANUFACTURER.
 - D. NOT USED
 - E. NOT USED
 - F. G.C. TO SUBMIT SAMPLES OF ALL EXTERIOR FINISHES, WHETHER SCHEDULED OR UNSCHEDULED, TO ARCHITECT & OWNER FOR REVIEW & APPROVAL PRIOR TO PURCHASE & INSTALLATION.
 - G. ALL EMERGENCY LIGHTING @ DOORS TO BE CENTERED 16" MIN. ABOVE UNLESS NOTED OTHERWISE. REF. ELECTRICAL.
 - H. PROVIDE KNOX BOX WHERE REQUIRED BY JURISDICTION PURCHASED FROM LOCAL FIRE DEPARTMENT. MOUNT PER CODE REQUIREMENTS.
 - I. ALL EDGES OF COMPOSITE paneled AREAS TO TERMINATE WITH CORNER MOLD BY MANUFACTURER. SEE DETAILS ON A-700 SERIES.
 - J. COMPOSITE PANELS ARE TO BE INSTALLED VERTICALLY. SUBSTRUCTURE TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
 - K. ALL EXTERIOR LIGHTING TO BE CENTERED BETWEEN PANEL JOINTS & WALL.
 - L. ALL JOINT LOCATIONS FOR EXTERIOR MATERIALS TO BE APPROVED BY AOR.



2 REAR ELEVATION
SCALE: 3/16" = 1'-0"



1 FRONT ELEVATION
SCALE: 3/16" = 1'-0"

Preliminary Not For Construction

Revision

No.

Date

By

Ord.

Appr.

Title:

PRELIMINARY EXTERIOR ELEVATIONS
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

For:

EMBREE
ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633

Scale:

Horizontal
AS SHOWN

Vertical

Designed

Drawn

Checked

Approved

Date

PT.

MP.

PT.

PT.

4/19/21

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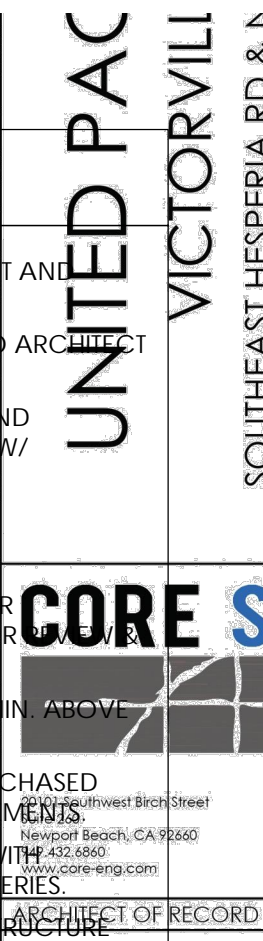
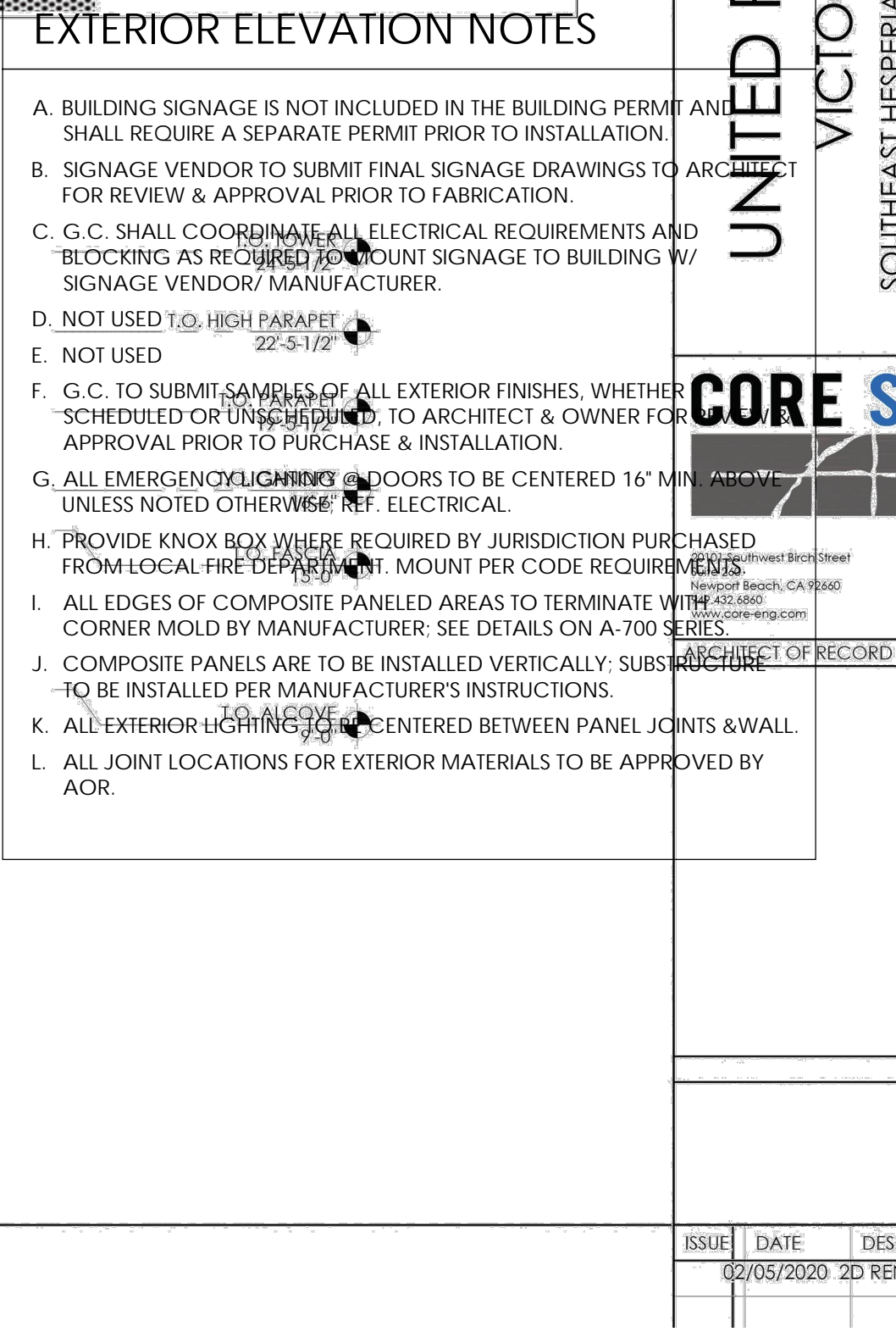
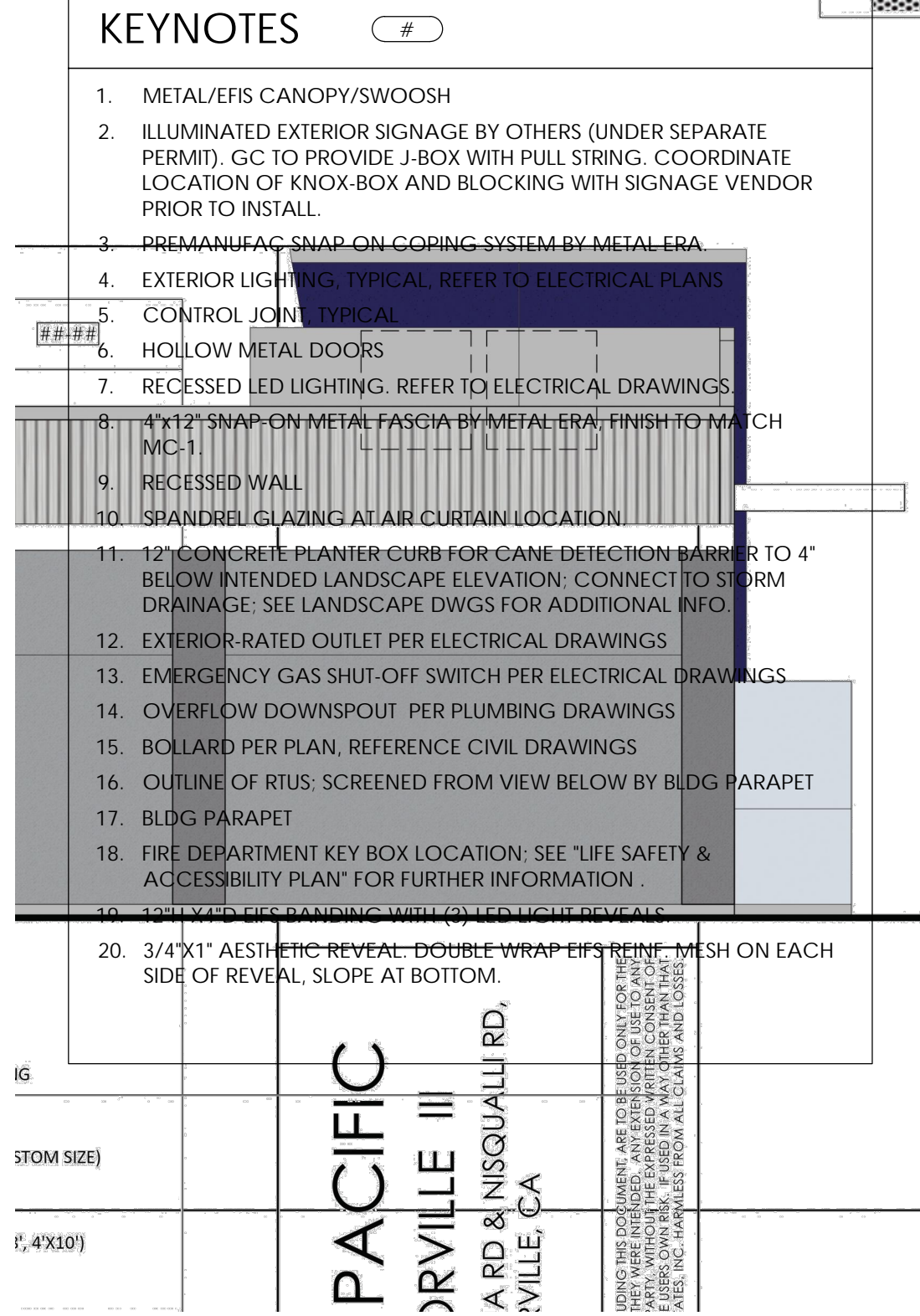
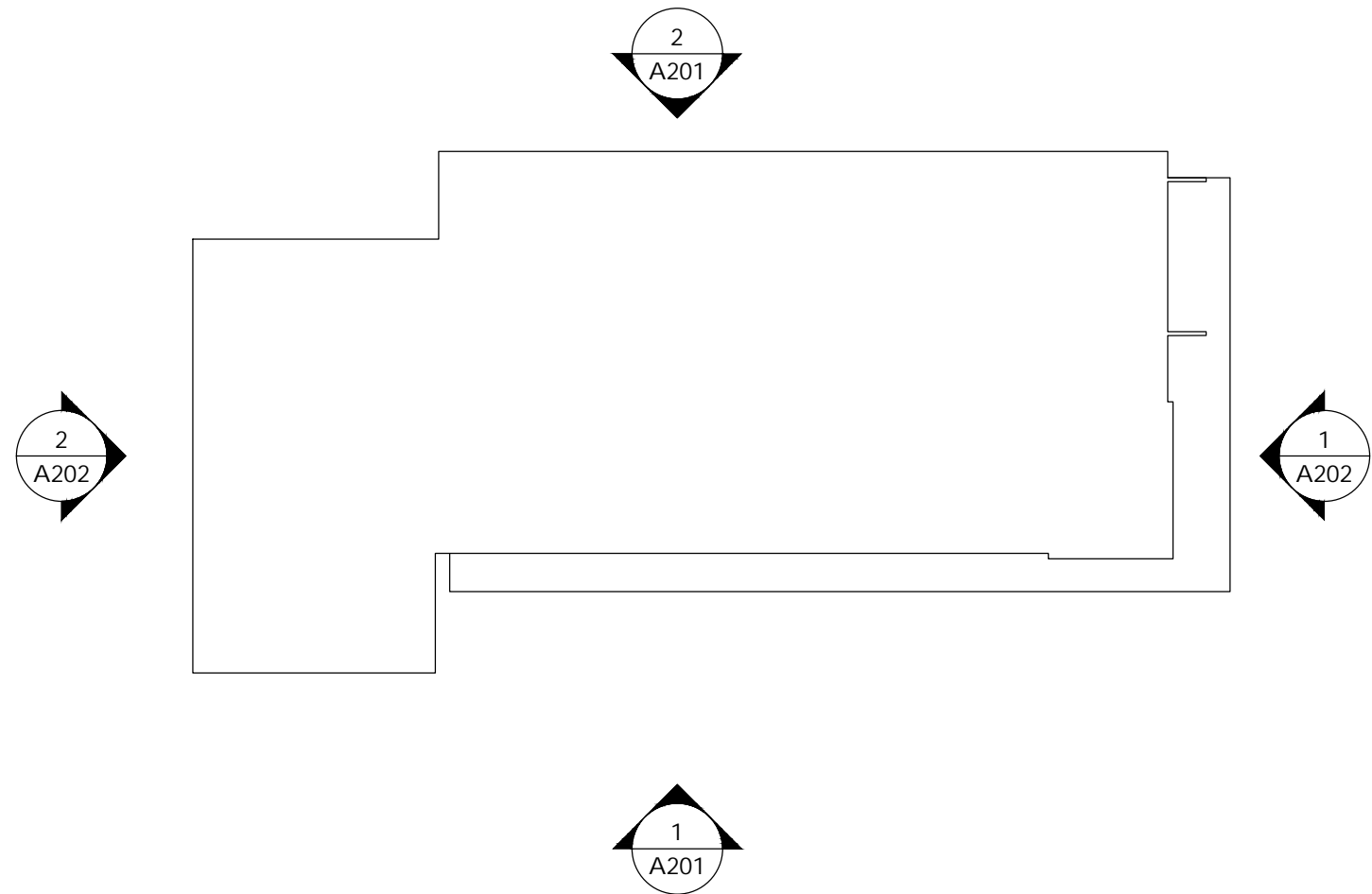
Job Number

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Sheet

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UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY



Revision				
No.	Date	By	Ord.	Appr.

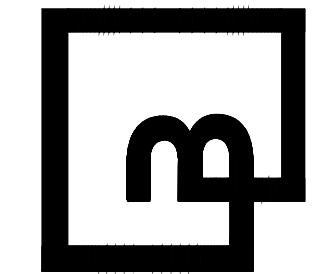
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UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

For: EMBREE
ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633

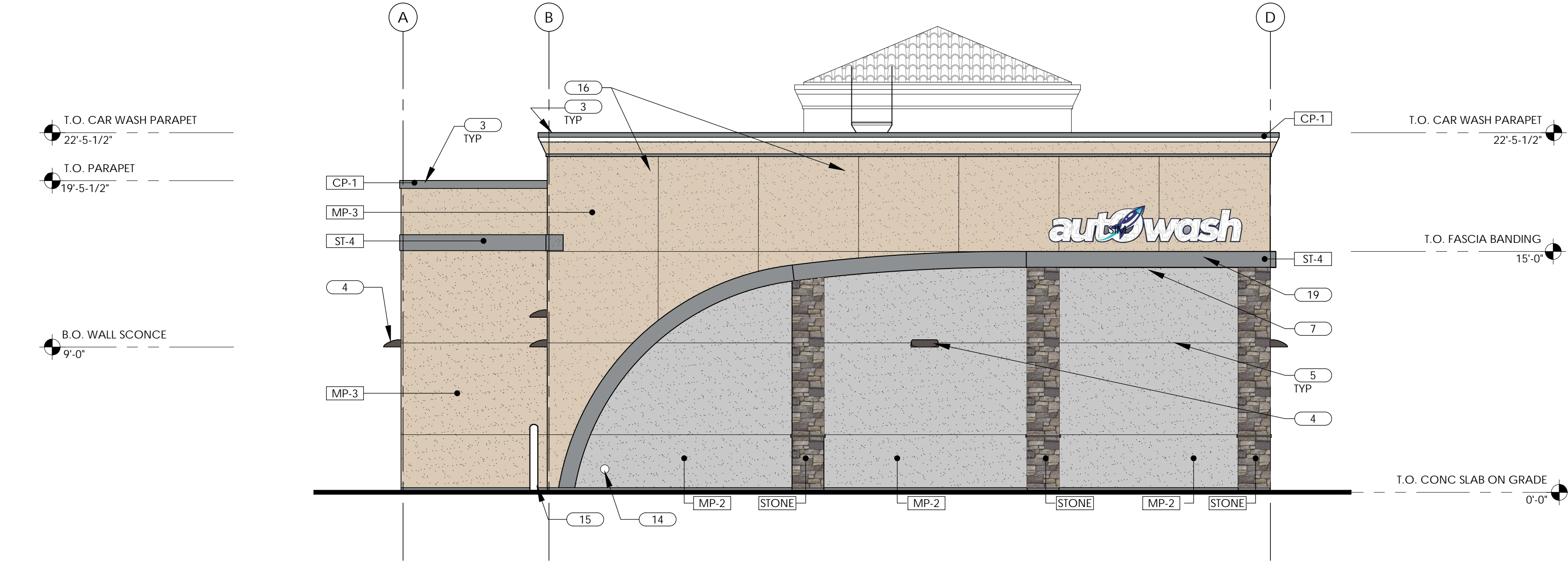
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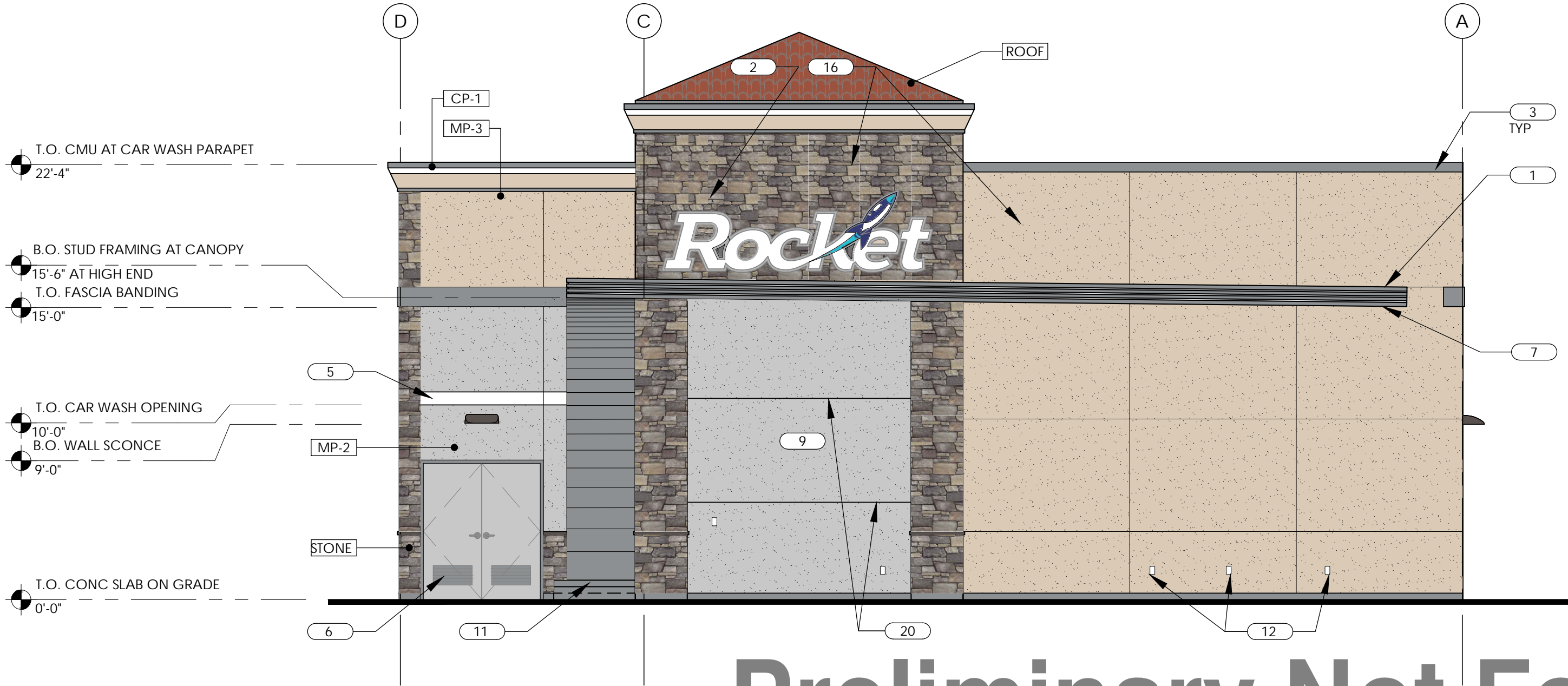
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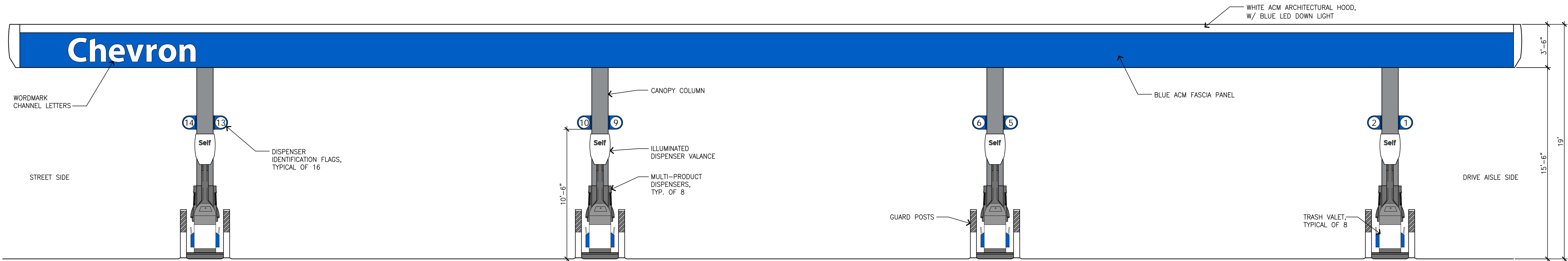
2 CARWASH SIDE ELEVATION
SCALE: 3/16" = 1'-0"



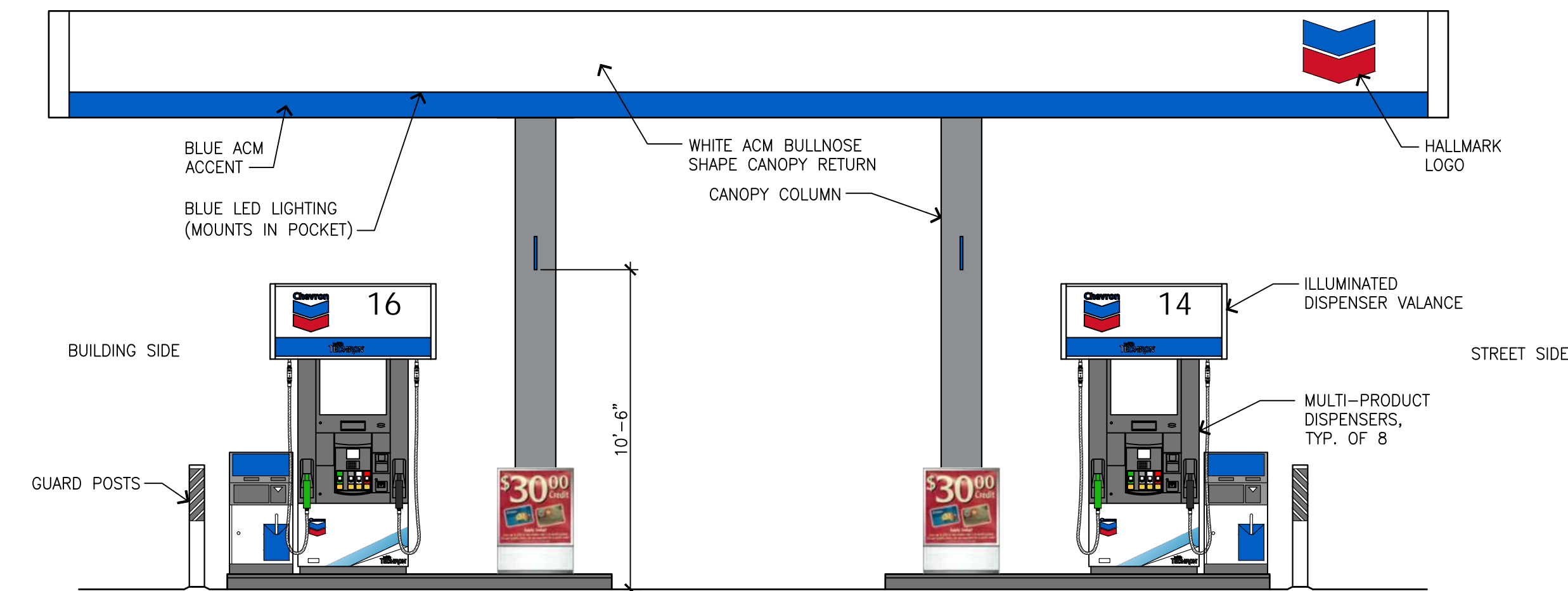
1 CONVENIENCE STORE SIDE ELEVATION
SCALE: 3/16" = 1'-0"

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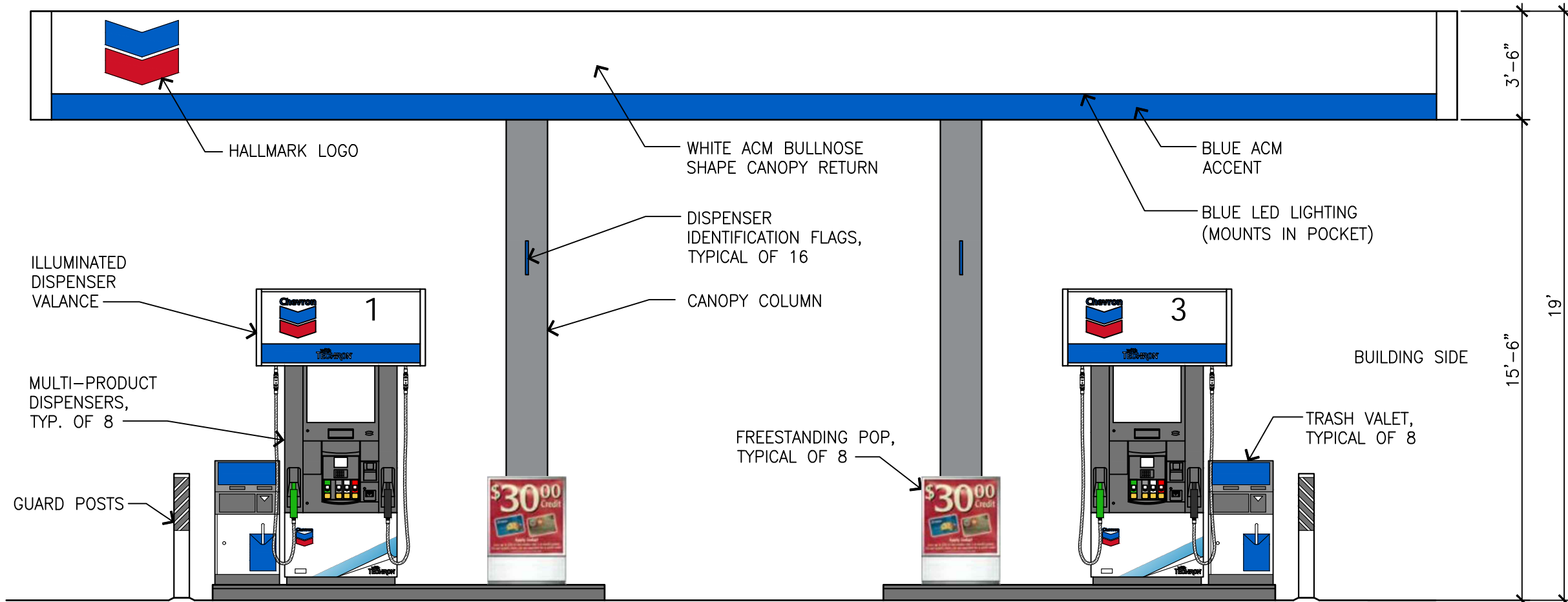
UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY



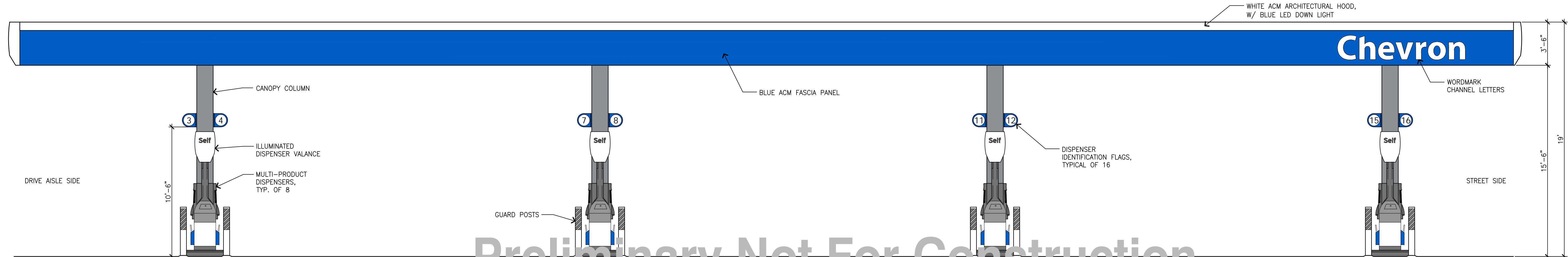
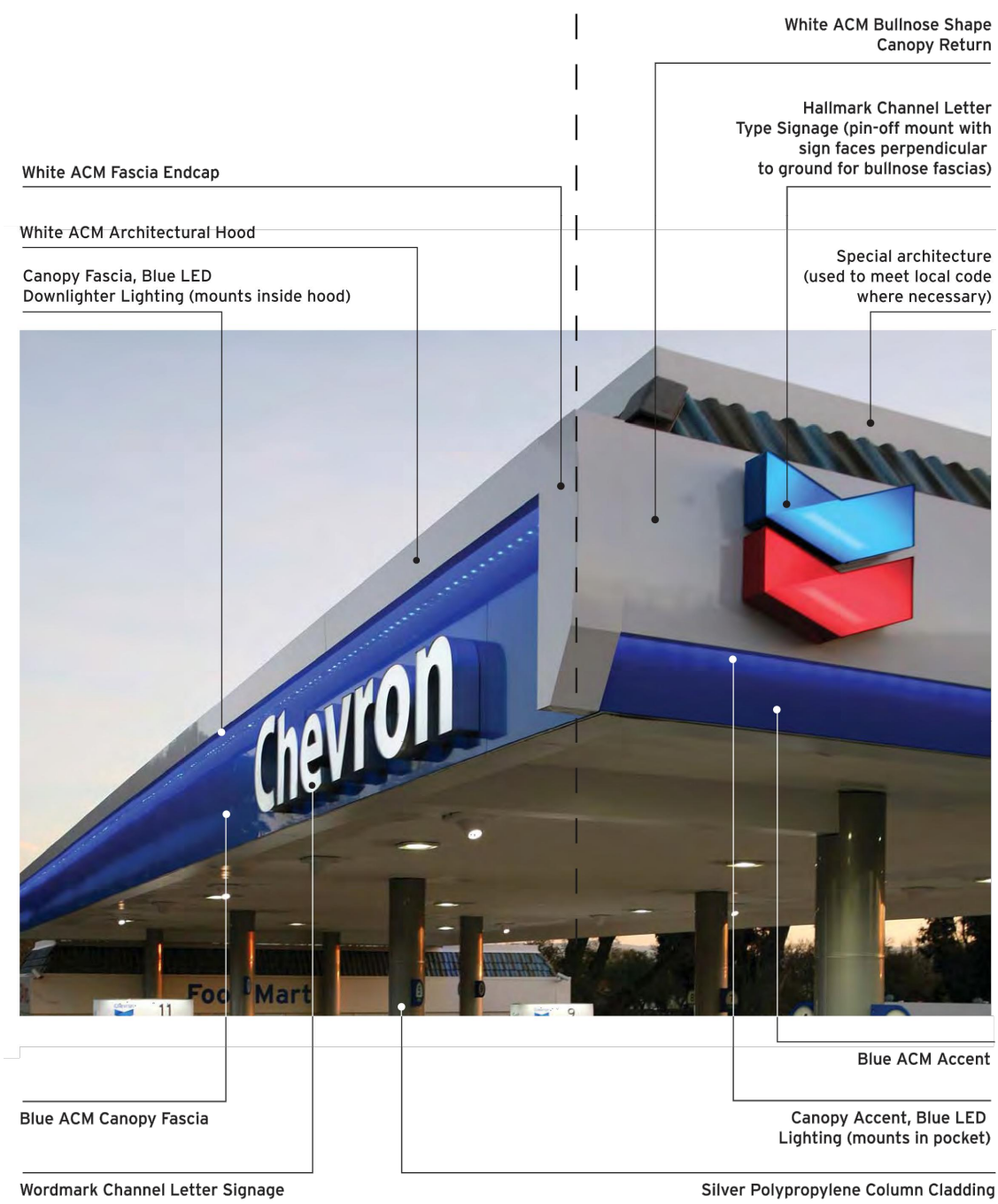
A NORTH CANOPY ELEVATION- FACING LONE TREE WAY
SCALE: 1/4"=1'-0"



B EAST CANOPY ELEVATION- FACING VISTA GRANDE AVENUE
SCALE: 1/4"=1'-0"



C WEST CANOPY ELEVATION
SCALE: 1/4"=1'-0"



D SOUTH CANOPY ELEVATION- FACING C-STORE BUILDING
SCALE: 1/4"=1'-0"

Revision
Appr.
Cld.
By
Date
No.
Title:
CANOPY ELEVATIONS
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

EMBREE
ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633

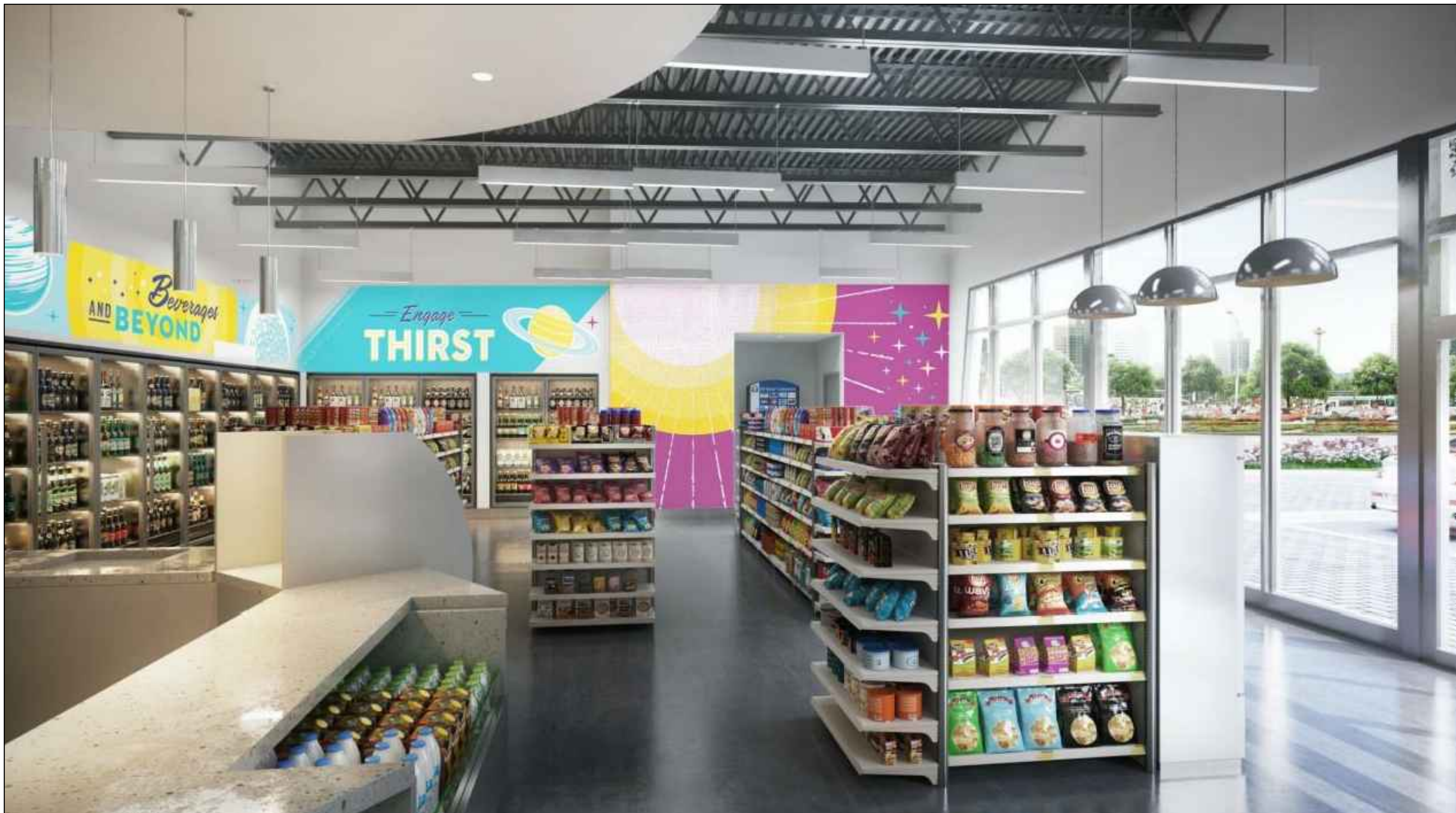
For:
KACEY WELLS
9465
Not for Construction
LICENSED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA


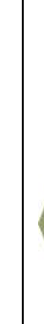
Scale:
Horizontal 1"=20'
Vertical 1"=20'
Designed J.W.
Drawn A.D.
Checked P.T.
Approved
Date 4/19/21
Xref: KHELD

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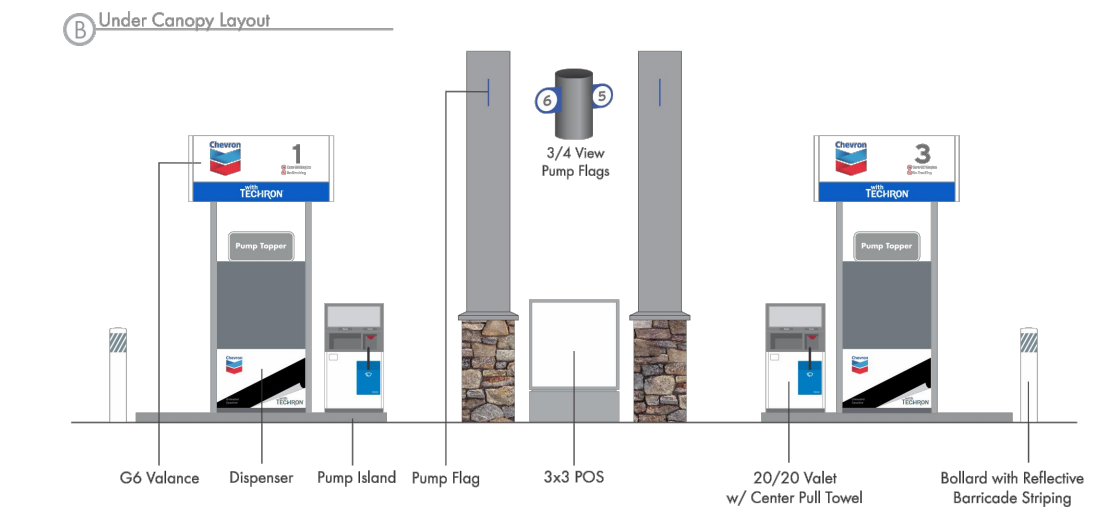


Job Number 20927	Revision					Title: INTERIOR VIEWS UNITED PACIFIC 5200 LONE TREE WAY ANTIOCH, CA 94531	
	No.	Date	By	Ckd.	Appr.		
Sheet 22 of 26	<div><div>Barghausen Consulting Engineers, Inc. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com</div><div>Designed <u>RAW</u> Drawn <u>MB</u> Checked <u>JPT</u> Approved <u>PT</u> Date <u>4/19/21</u></div></div>					For: <div>EMBREE ASSET GROUP, INC. 4747 WILLIAMS DRIVE GEORGETOWN, TX 78633</div>	Scale: Horizontal AS SHOWN AS NOTED Vertical

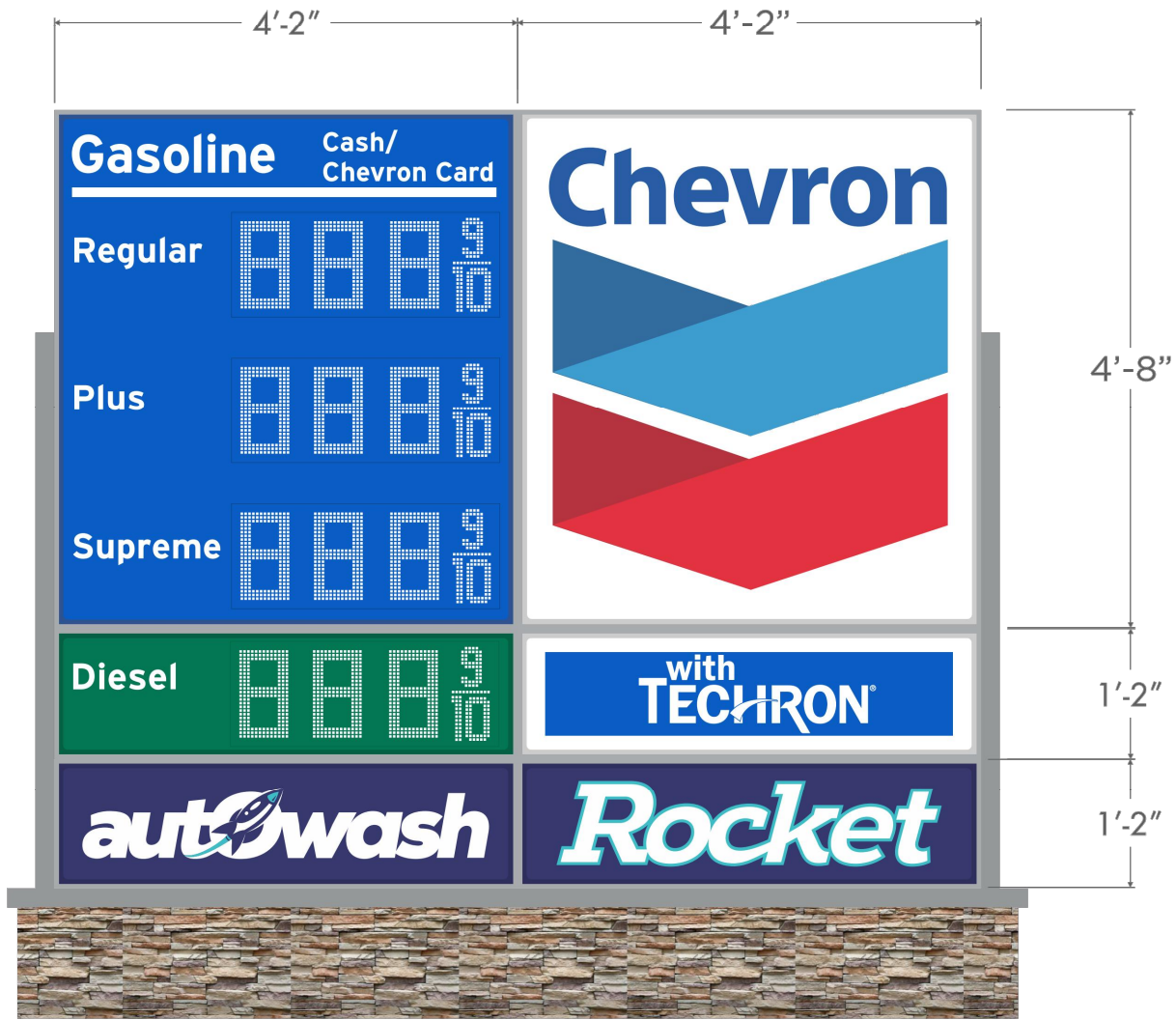
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UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY

United Pacific | Under Canopy | B.1



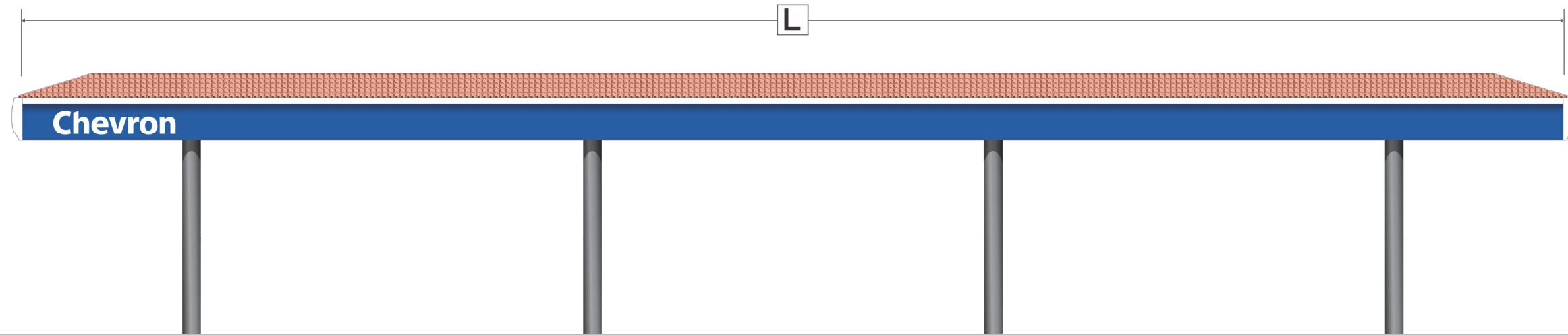
02 DISPENSER ELEVATION
SCALE: NTS



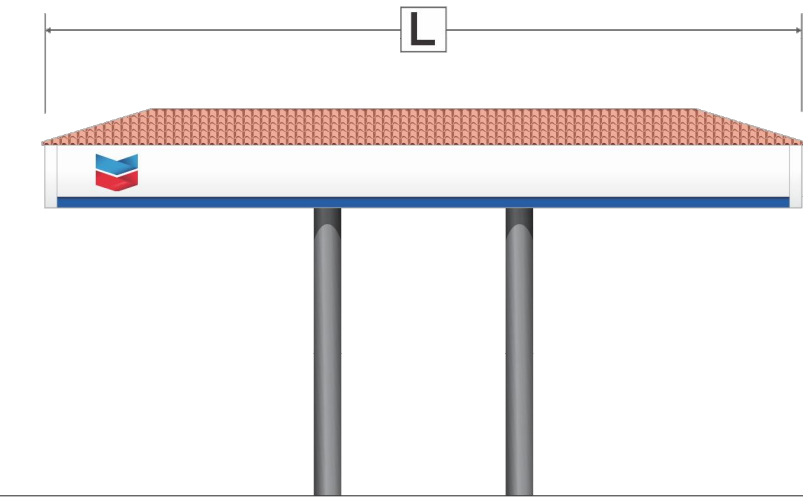
Chevron C45 | 4P | 10" LED's | 1:15

03 MID ELEVATION
SCALE: NTS

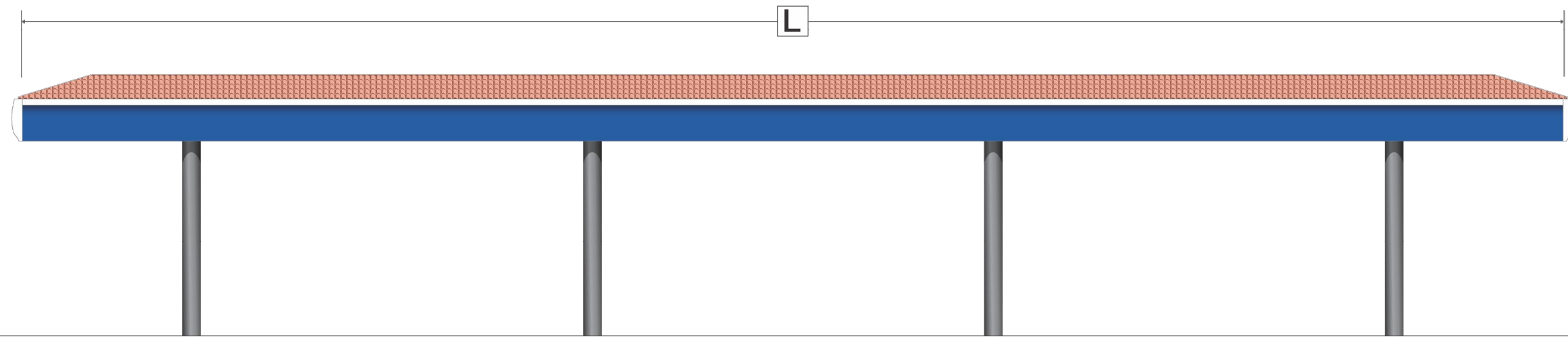
A.1 North Elevation | Level 1 Illuminated Hoodkit



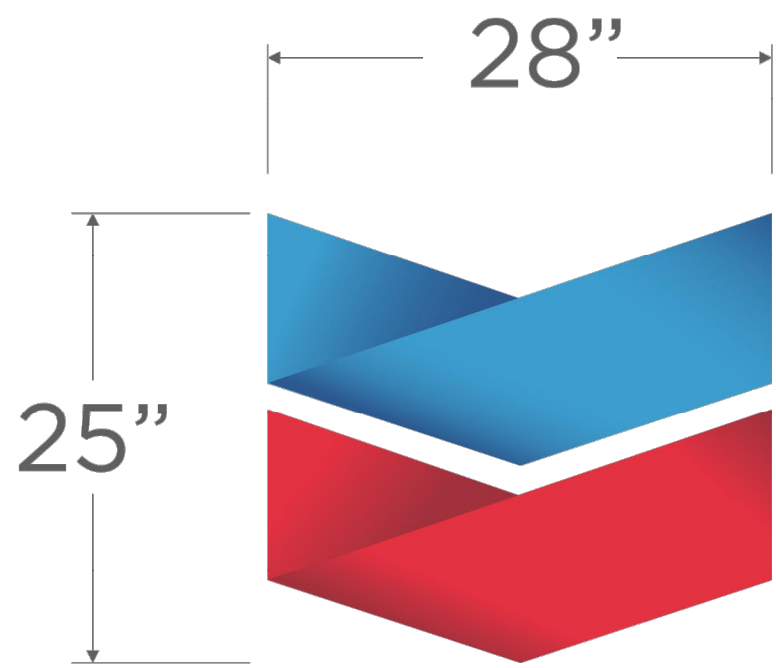
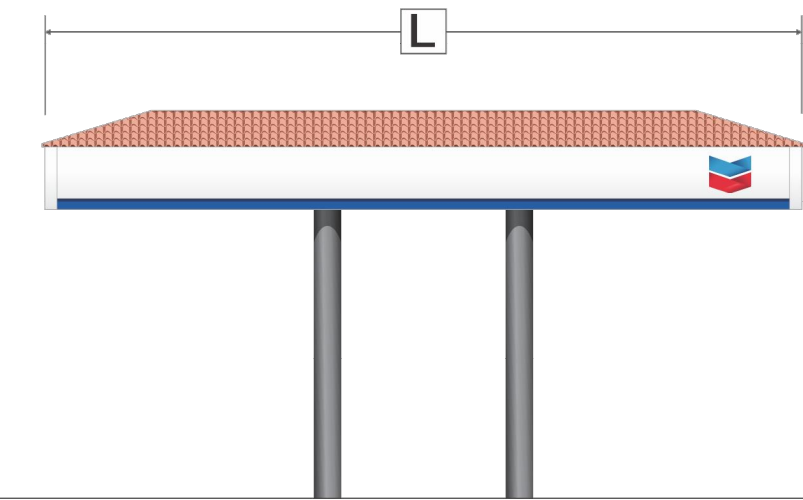
A.1 West Elevation | Level 1 Illuminated Bullnose



A.1 South Elevation | Level 1 Illuminated Hoodkit



A.1 East Elevation | Level 1 Illuminated Bullnose



Hallmark | 4.8sqft
Qty x2



Wordmark | 21 Sqft
Qty x2

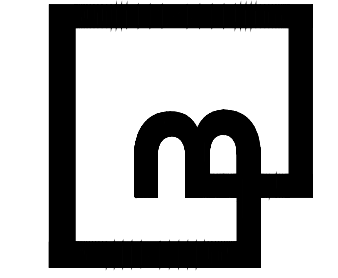
01 CANOPY SIGNAGE
SCALE: NTS

PRELIMINARY SIGNAGE PLAN
UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

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GEORGETOWN, TX 78633

Scale:
Horizontal
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Vertical
Date 4/19/21

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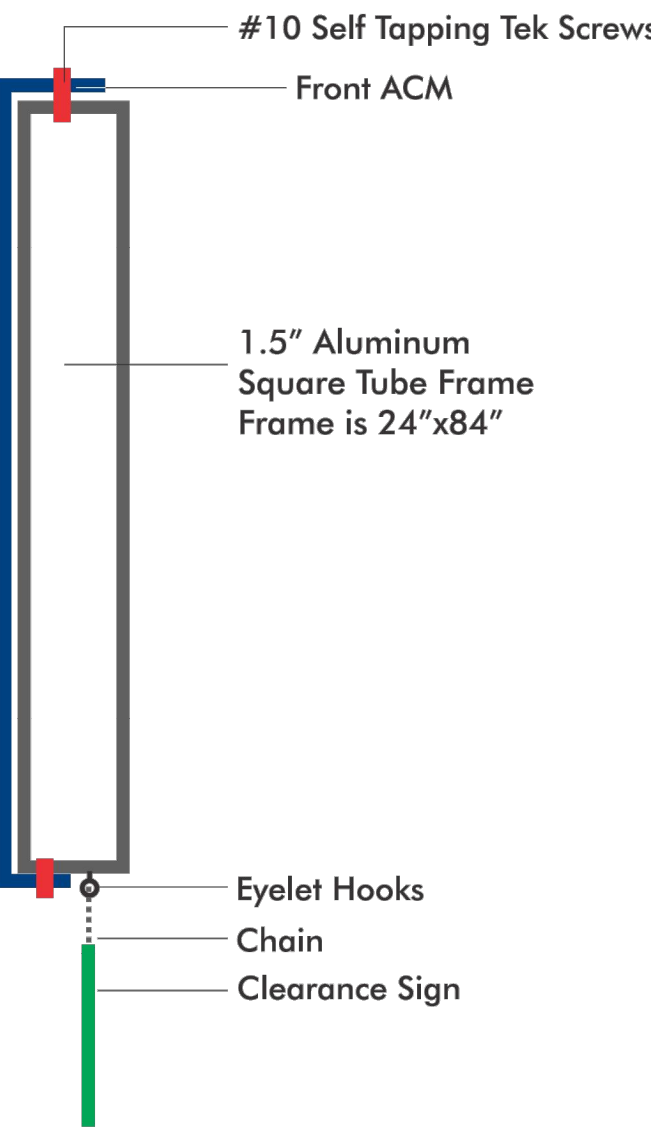
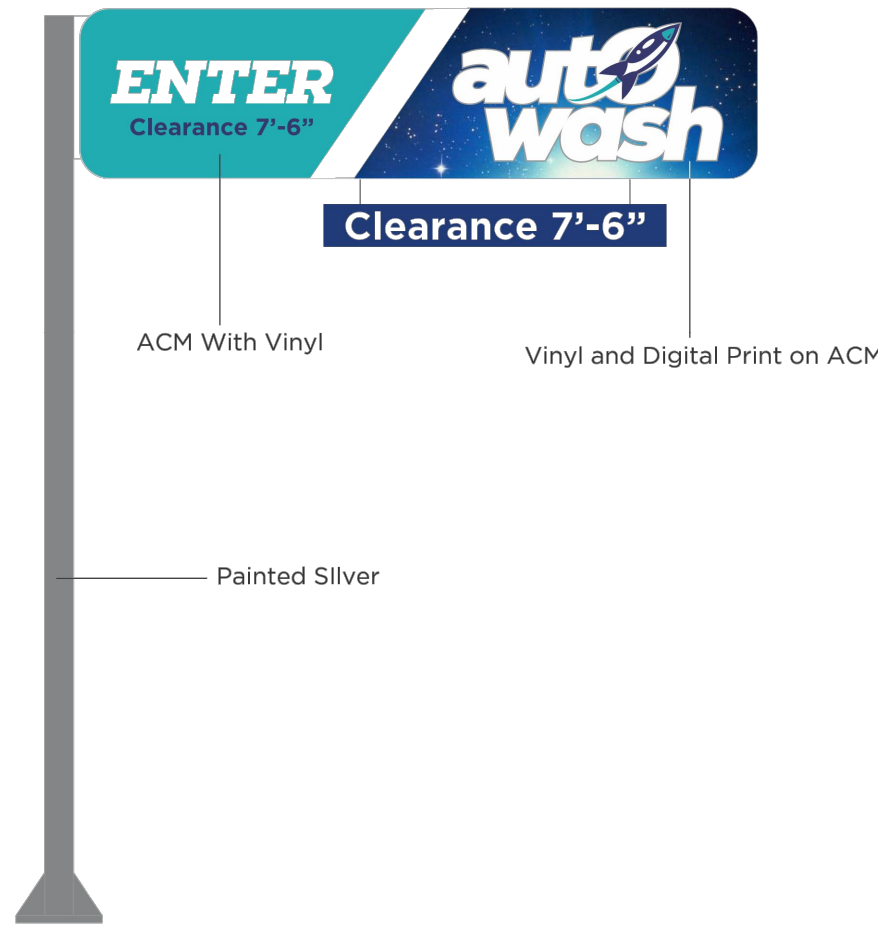


Job Number
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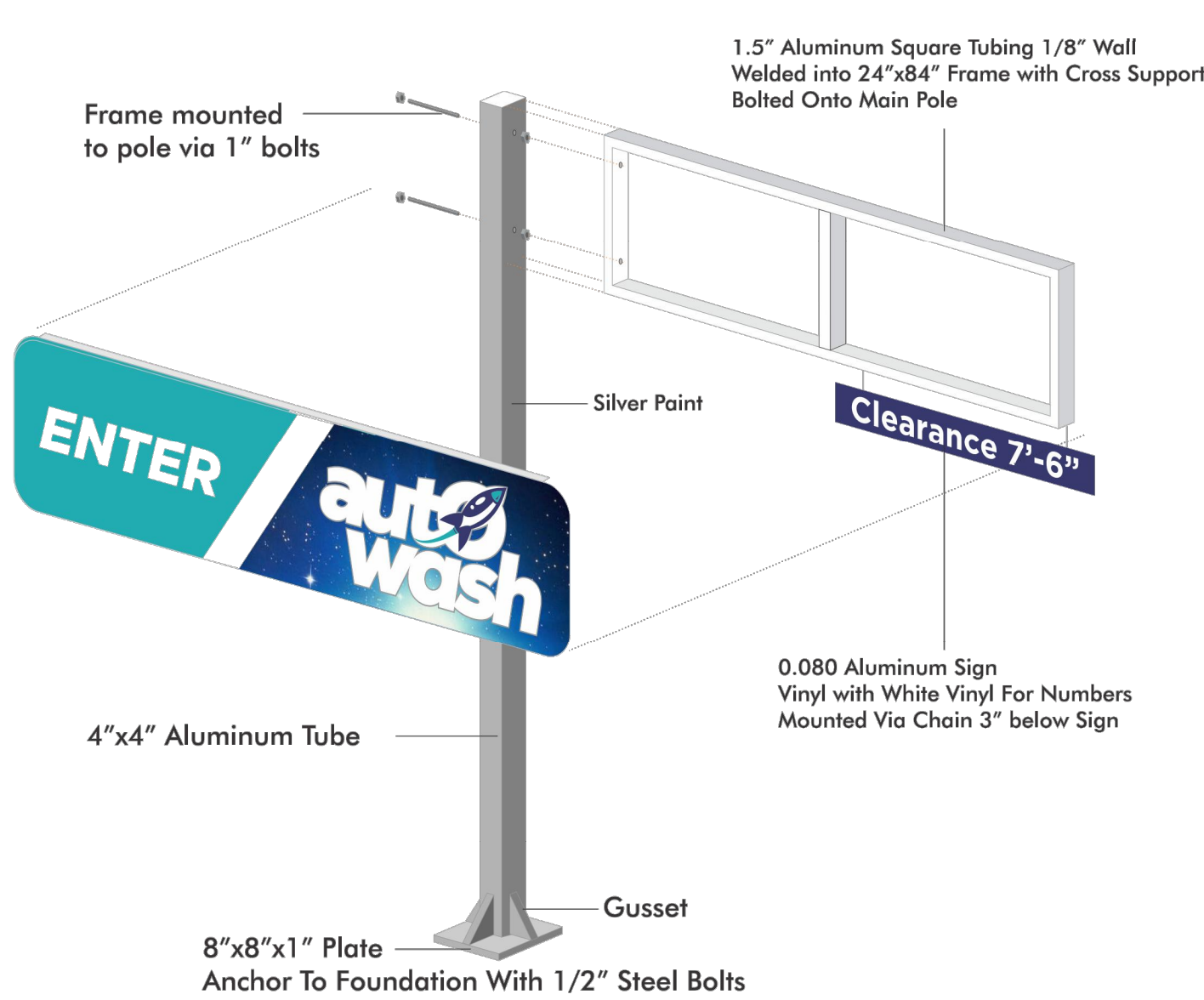
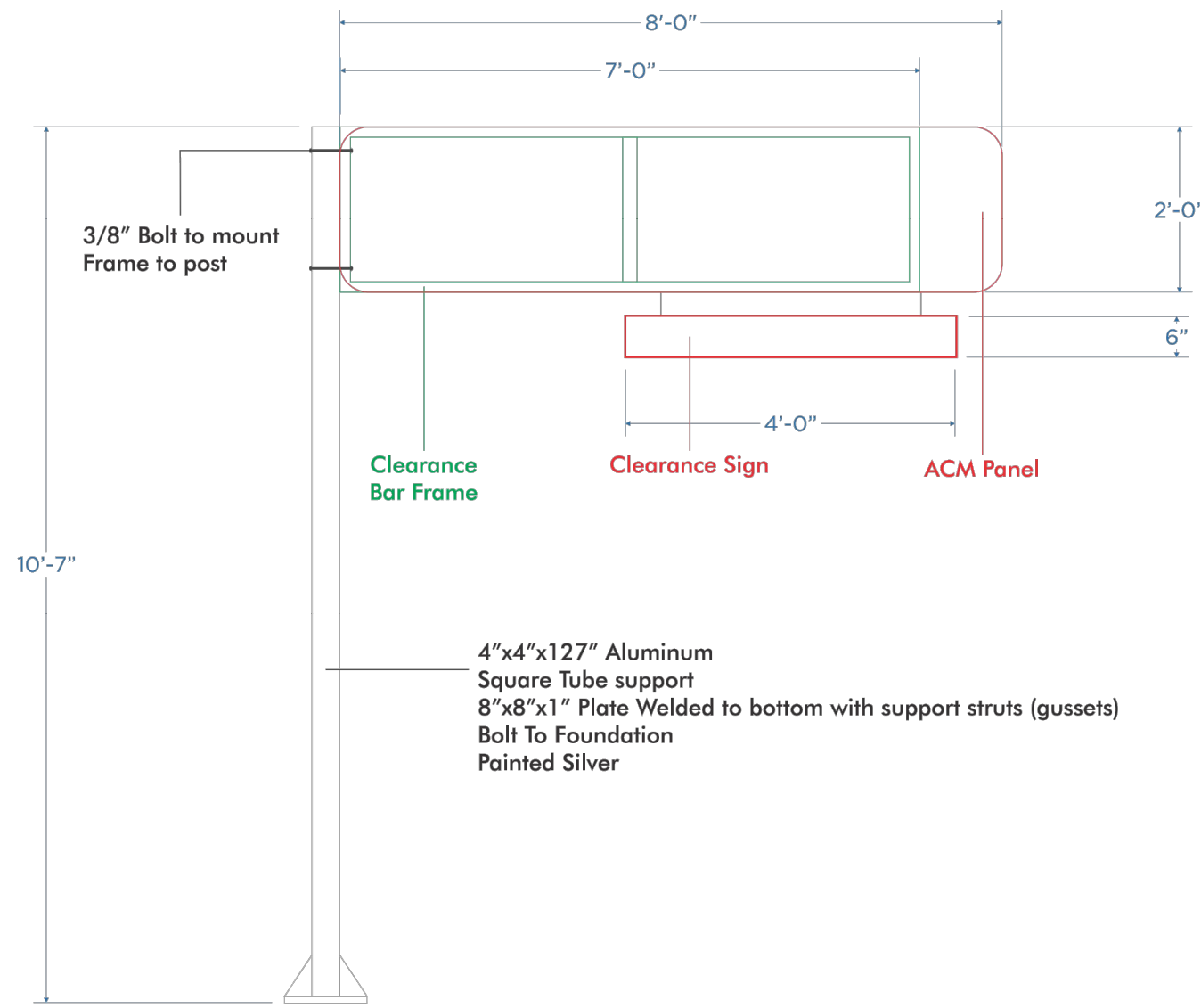
UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY



02 CARWASH MENU SIGN
SCALE: NTS



01 CARWASH ENTER/ CLEARANCE SIGN
SCALE: NTS



No. Date By Ckd. Appr. Revision

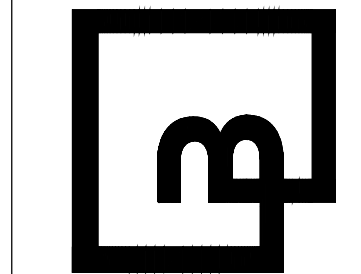
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UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

EMBREE
ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633

For:

Scale: Horizontal AS SHOWN Vertical
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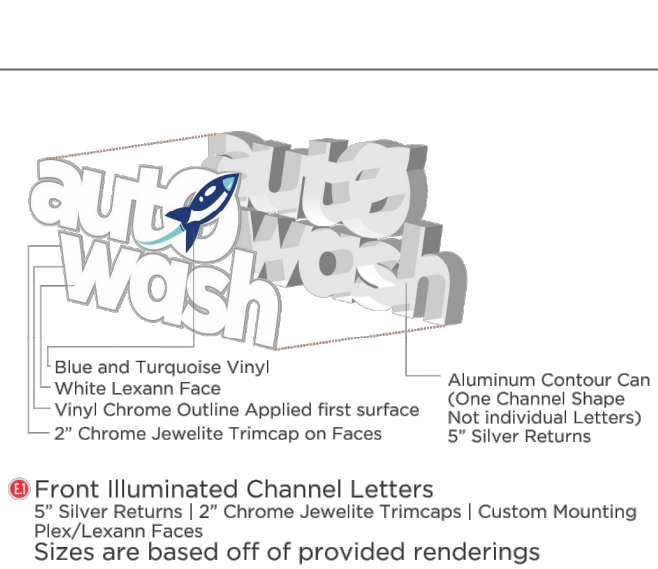
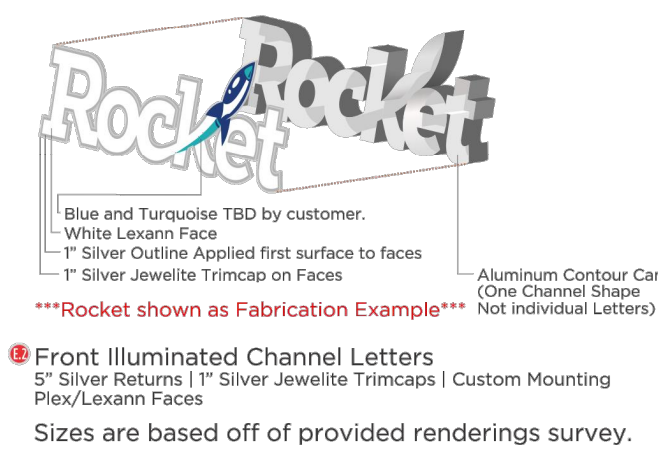
01 Rocket Channel Contour Can
1:24 | 65sqft | See Details for Fabrication



Enter & Exit Sign
18"x60" Hanging ACM



02 Autowash Channel Contour Can
1:48 | 49sqft | Same Fabrication as Rocket Logo



0.080 Aluminum Contour Can 2" Blue Returns

1" Silver Jewelrite trimcap

1/8" Lexann Face

White LEDs

Standoffs

Disconnect Switch

Weep Holes

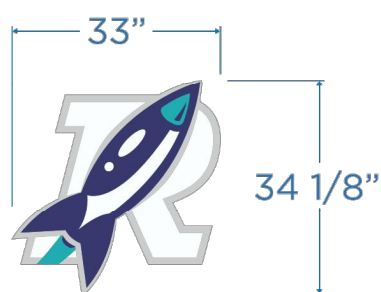
120/240v Driver

External UL sealed junction box installed near window
Use sealed conduit to run wire to sign

03 Autowash Channel Contour Can
1:24 | 19.3sqft | Same Fabrication as Rocket Logo



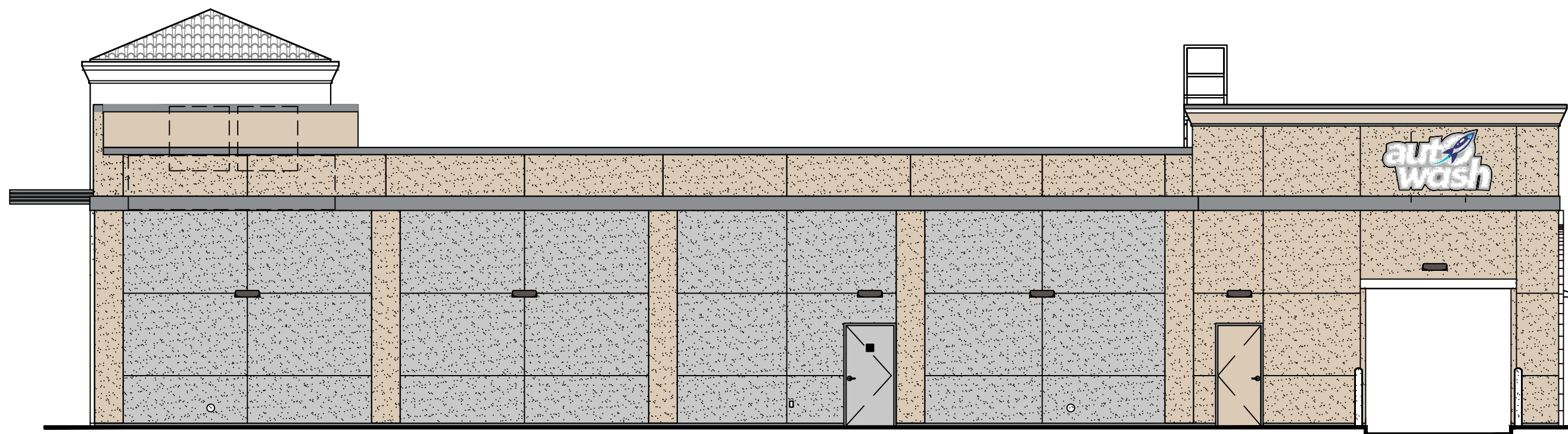
04 Rocket Icon Aluminum Sign
1:64 | 22sqft | Front & Reverse Illuminated



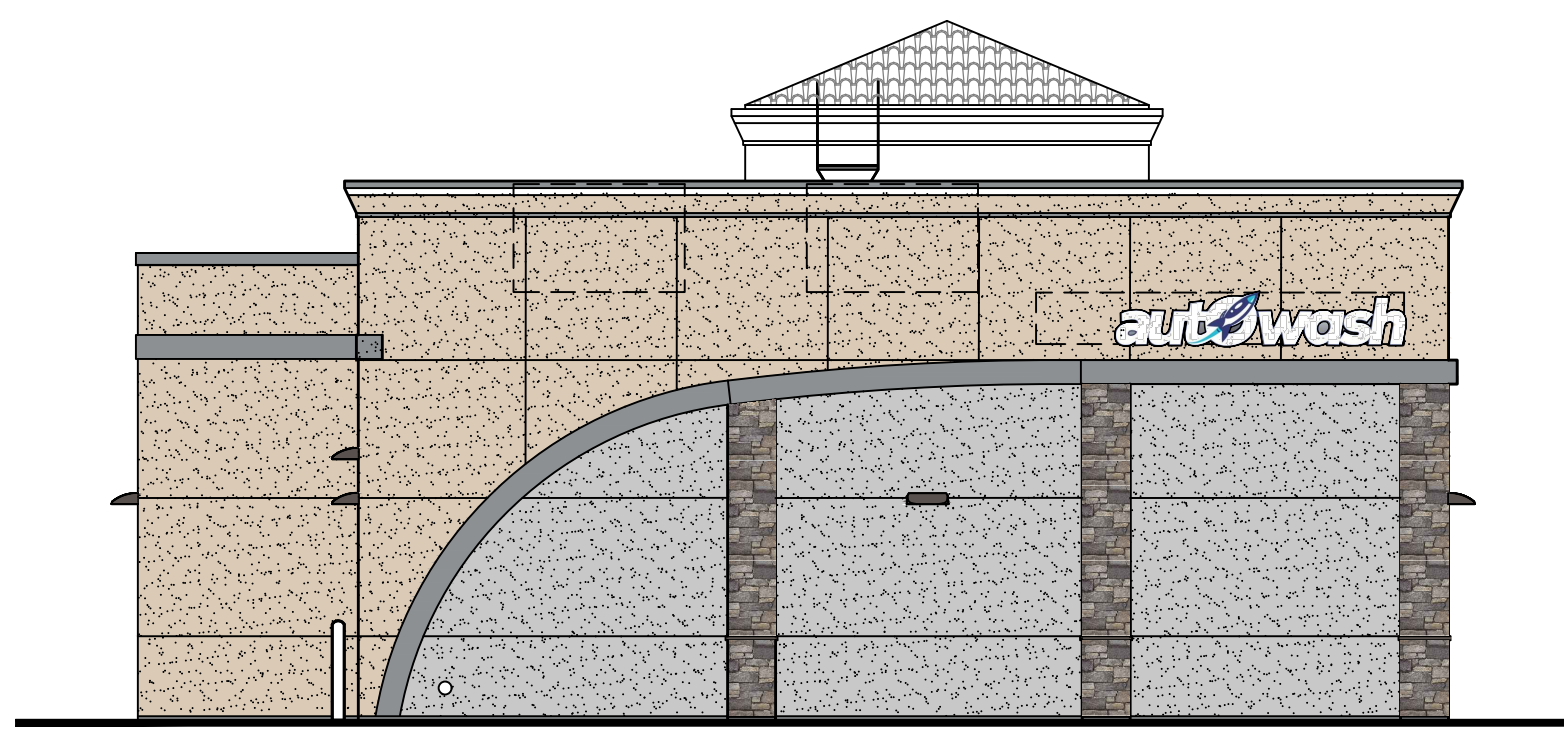
05 Autowash Channel Contour Can
1:24 | 19.3sqft | Same Fabrication as Rocket Logo



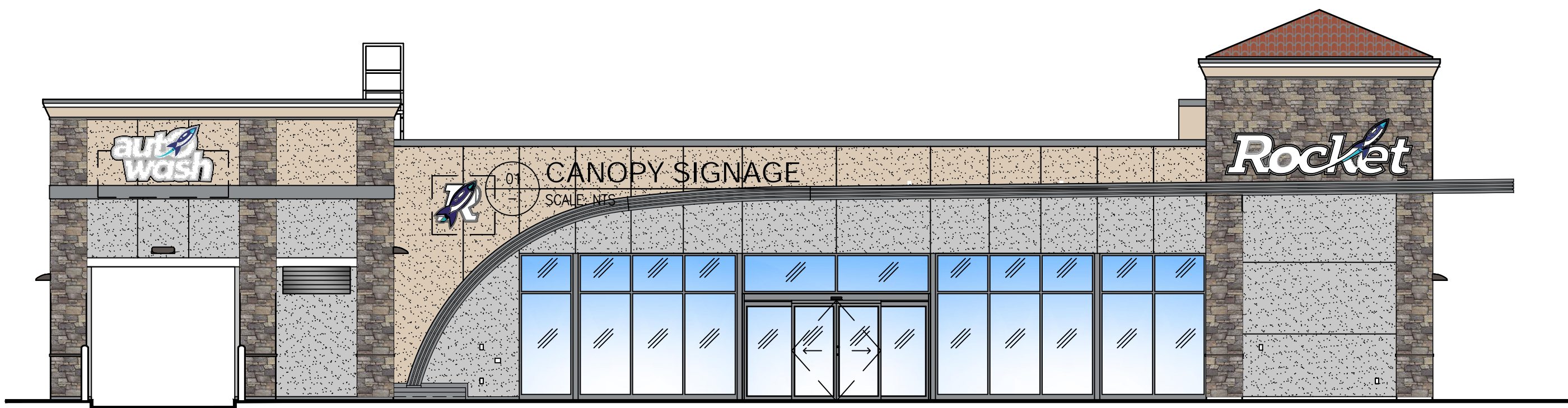
05 SIGNAGE DETAILS
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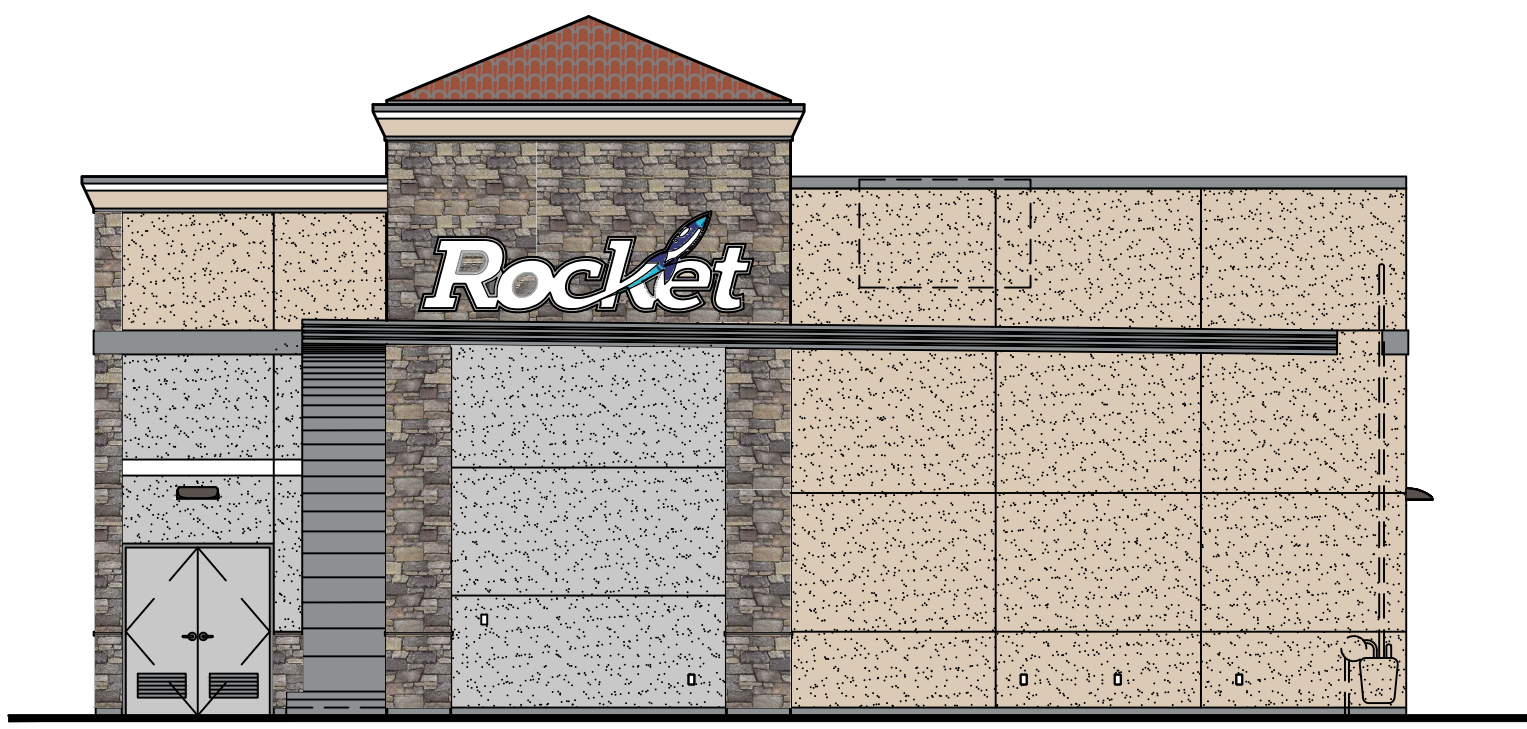
03 REAR ELEVATION SIGNAGE
SCALE: NTS



04 LEFT SIDE ELEVATION SIGNAGE
SCALE: NTS



01 FRONT ELEVATION SIGNAGE
SCALE: NTS



02 RIGHT SIDE ELEVATION SIGNAGE
SCALE: NTS

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Drawn

Checked

Approved

Date

4/19/21

Scale:

Horizontal

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Vertical

For:

EMBREE ASSET GROUP, INC.

4747 WILLIAMS DRIVE

GEORGETOWN, TX 78633

Title:

PRELIMINARY SIGNAGE PLAN

UNITED PACIFIC

5200 LONE TREE WAY

ANTIOCH, CA 94531

Revision

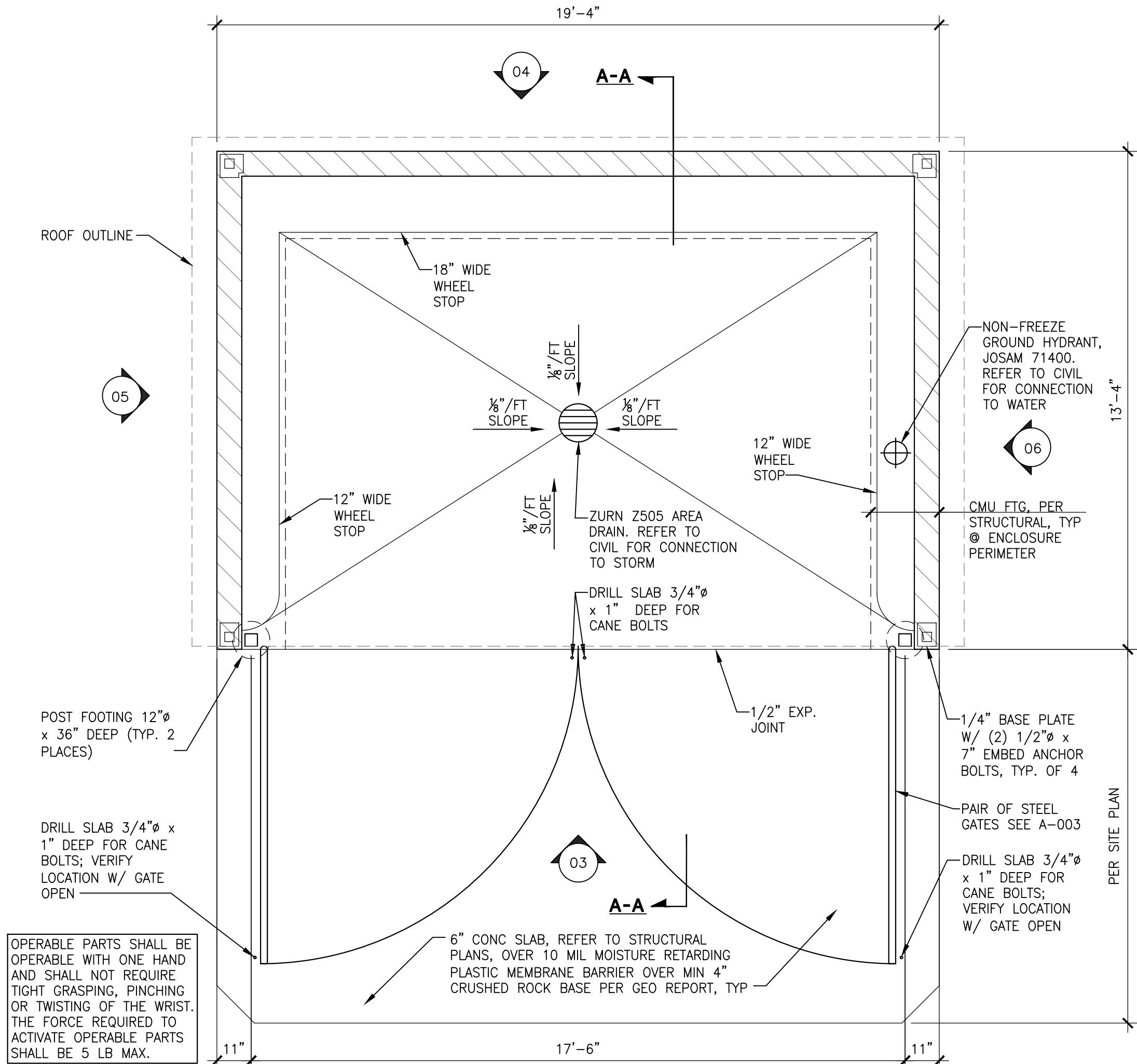
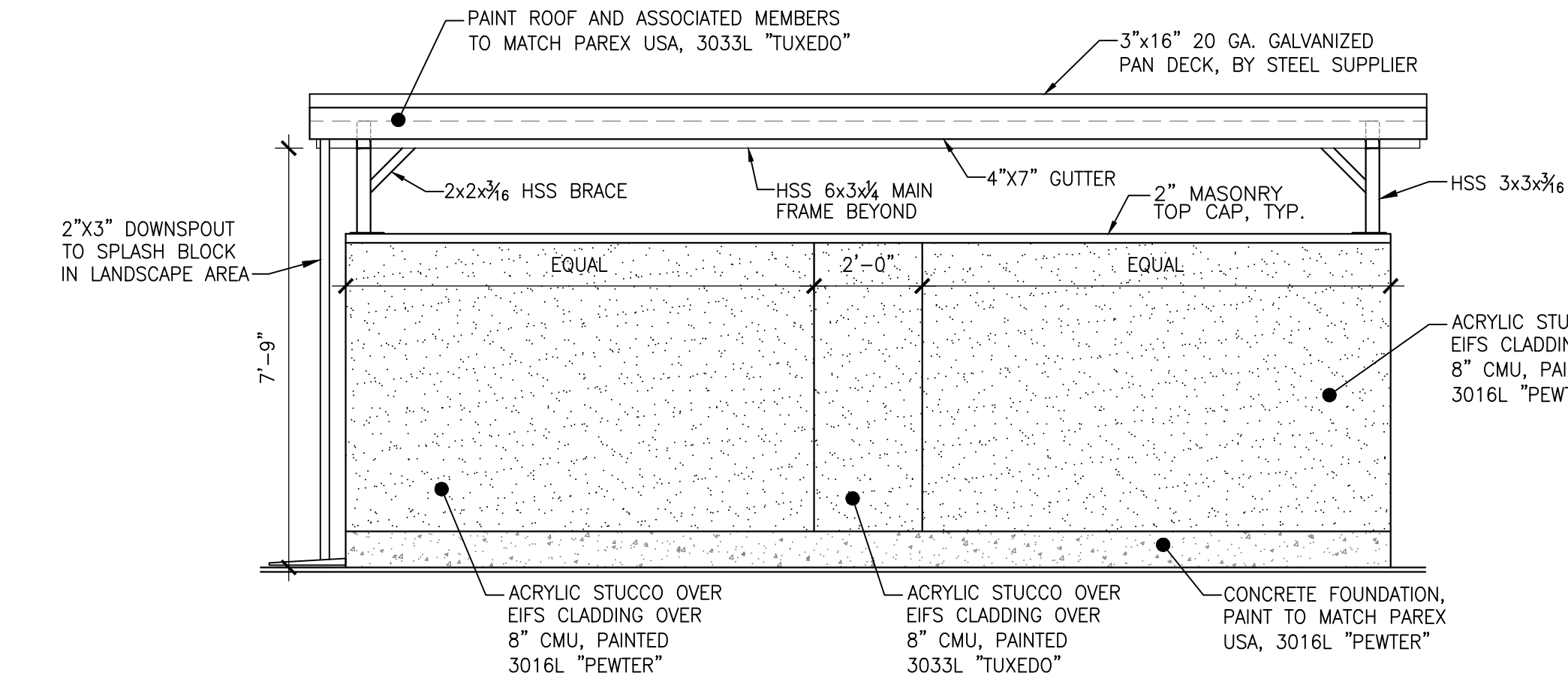
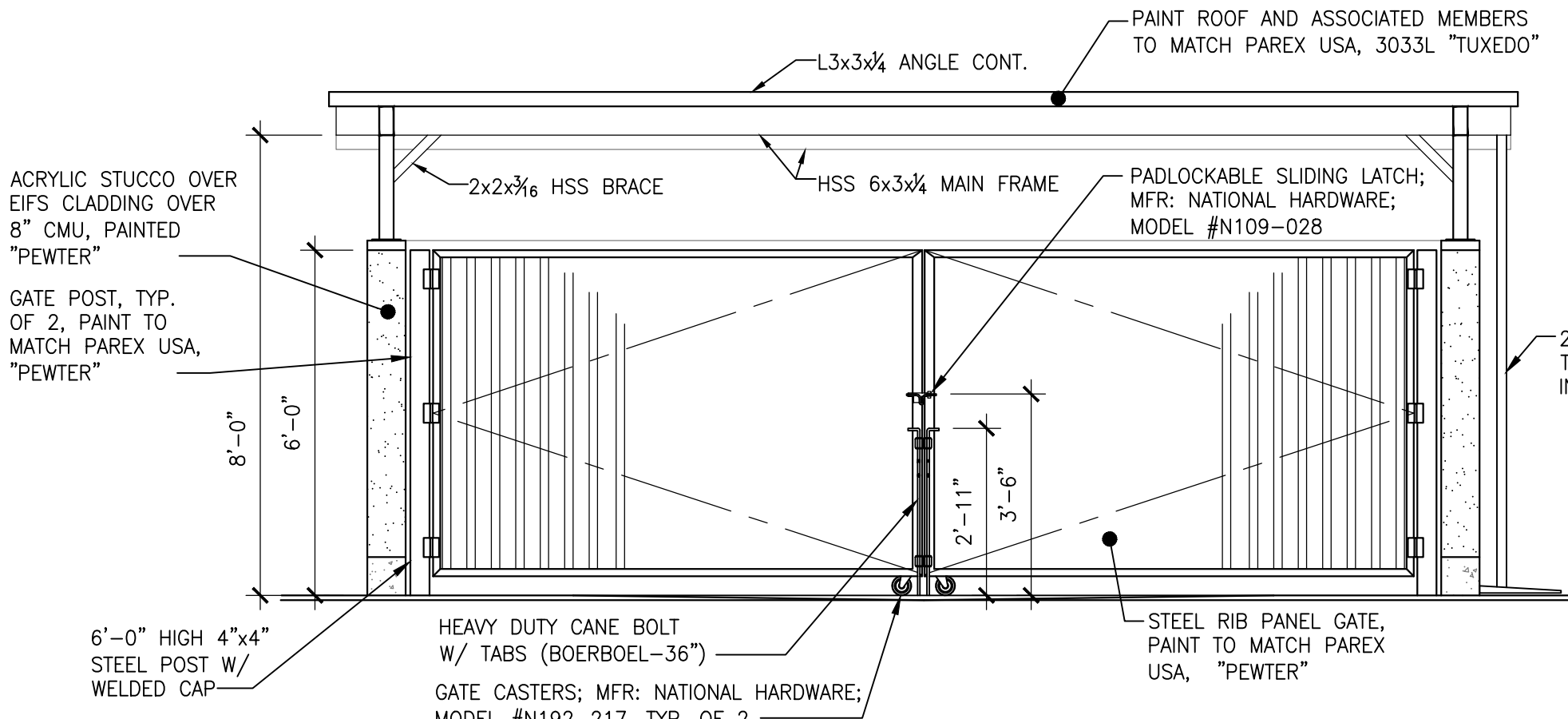
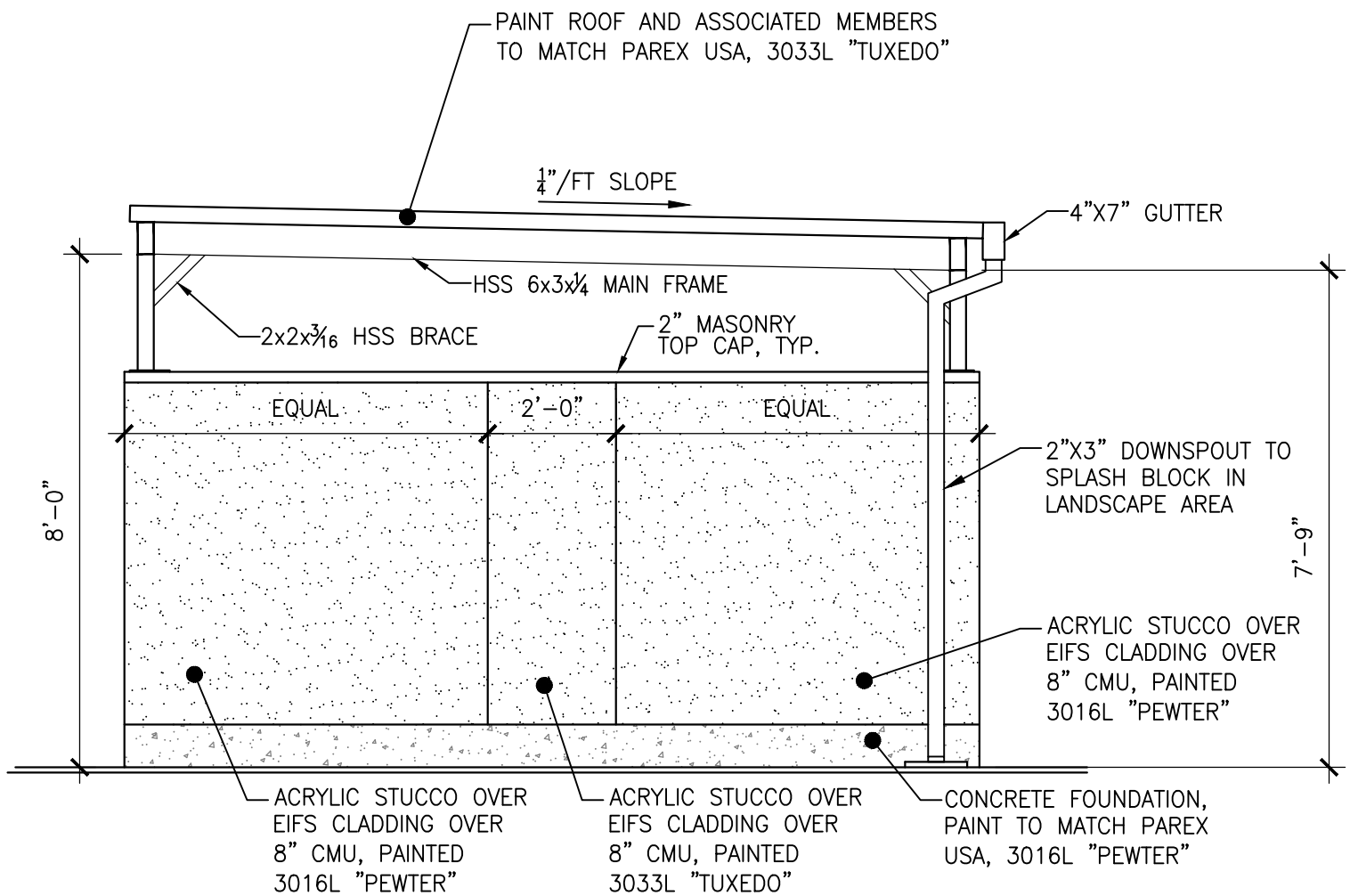
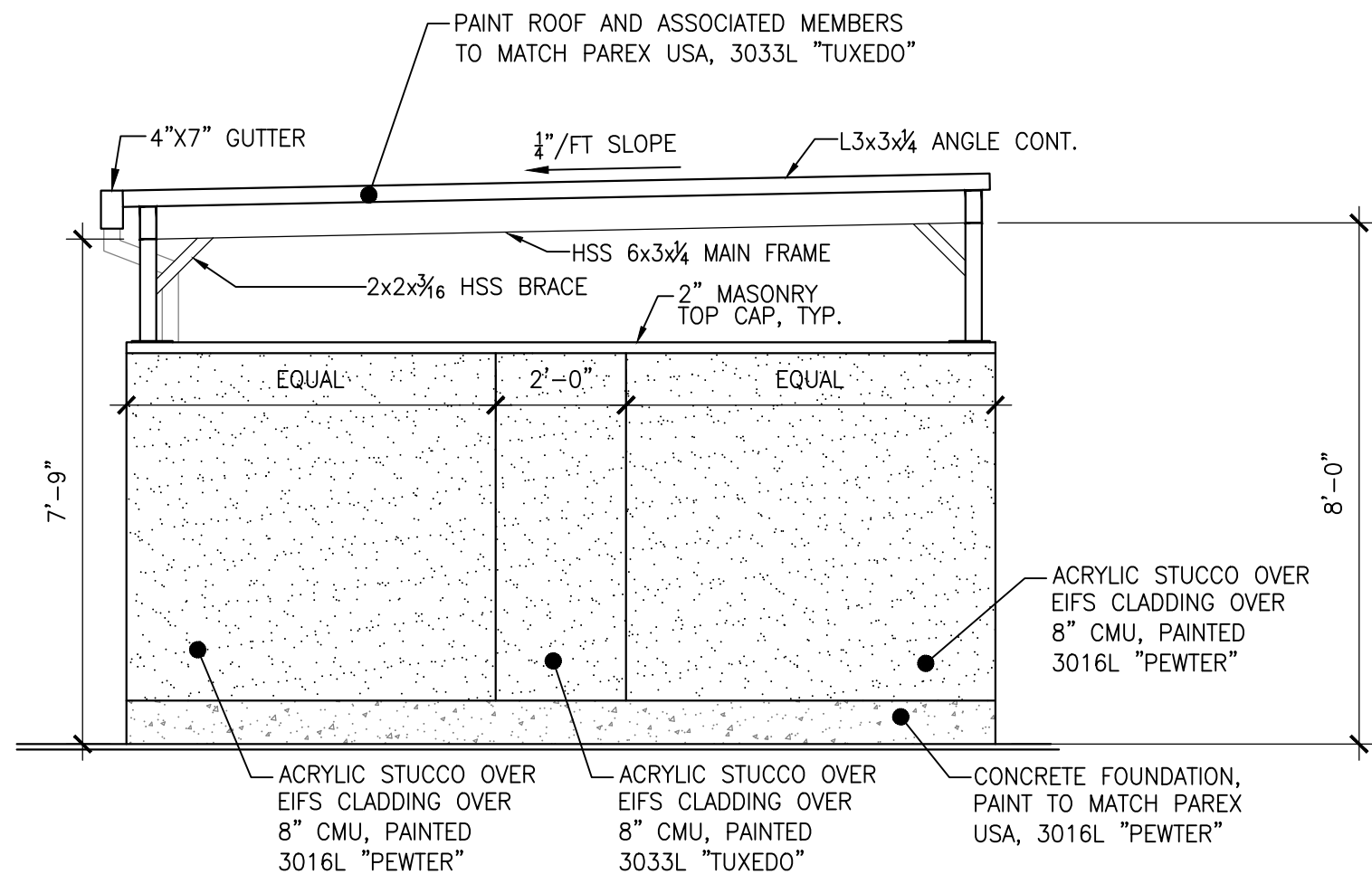
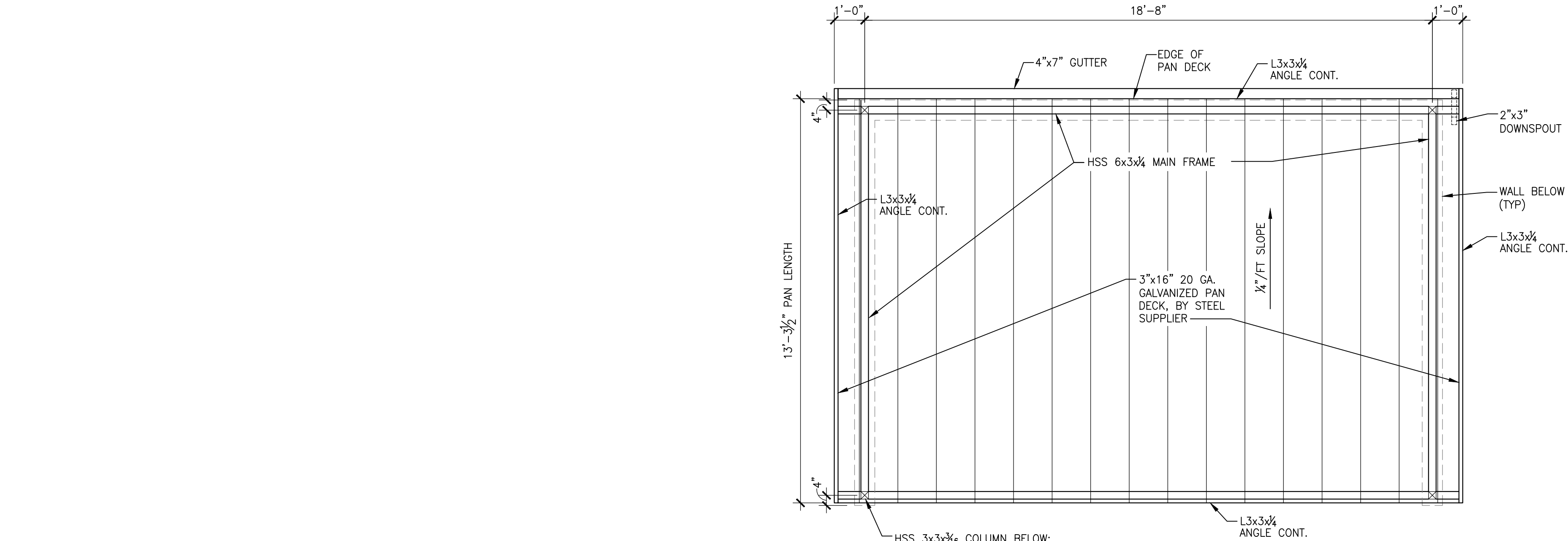
Appr.

By

Date

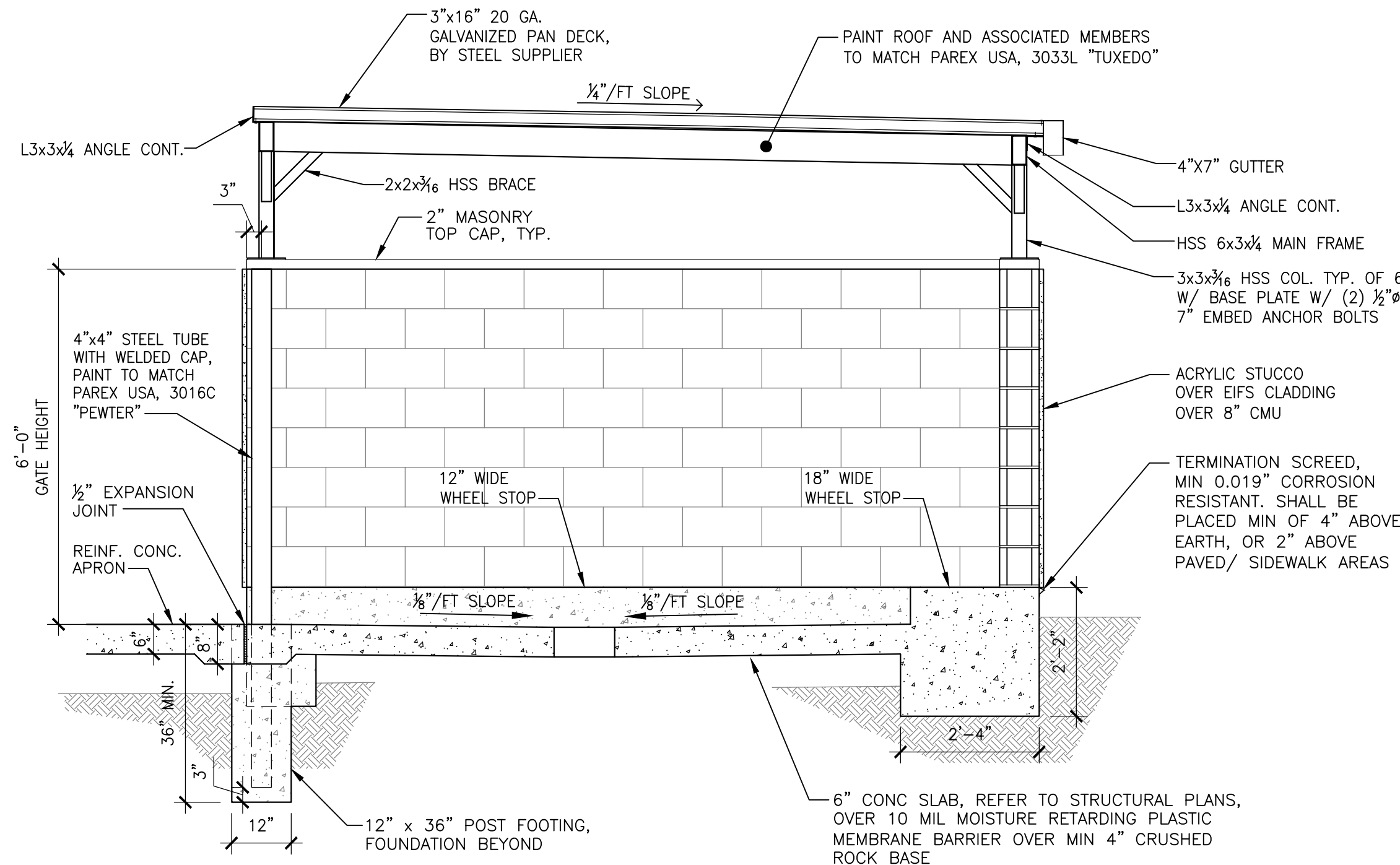
No.

UNITED PACIFIC FUEL STATION - 5200 LONE TREE WAY



DESIGN STATEMENT
THE INTERIOR WALL SURFACES OF THE TRASH ENCLOSURE ARE TO BE SMOOTH, SEALED AND WASHABLE. APPLY ONE COAT EPOXY FILLER/SEALER; AND ONE COAT GLOSS POLYURETHANE.

CONCRETE MASONRY SPECIFICATION:
SEE STRUCTURAL DRAWINGS FOR REQUIREMENTS, STRUCTURAL DRAWINGS GOVERN



No.	Date	By	Chd.	Appr.	Revision

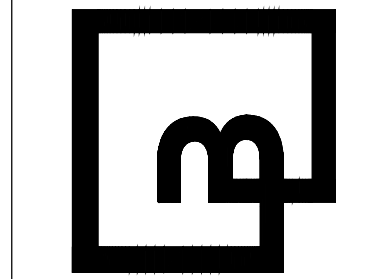
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UNITED PACIFIC
5200 LONE TREE WAY
ANTIOCH, CA 94531

EMBREE
ASSET GROUP, INC.
4747 WILLIAMS DRIVE
GEORGETOWN, TX 78633

For:

Scale:	Horizontal AS SHOWN	Vertical
Designed	PT	PT
Drawn	MP	PT
Checked	PT	PT
Approved	PT	PT
Date	4/19/21	

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Sheet	26 of 26

ATTACHMENT F

From: [Shelly Cole](#)
To: [Planning Division](#); [Thorpe, Lamar](#); logrochock@ci.antioch.ca.us
Cc: [shelly_cole](#); nickcole@berkeley.edu
Subject: FW: Screenshot 2022-03-28 at 9.48.11 AM
Date: Tuesday, March 29, 2022 8:01:03 AM
Attachments: [Screenshot 2022-03-28 at 9.48.11 AM.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Antioch Planning Commission, Mayor Thorpe, City Council Woman Lori Ogorchock,

Please see below photo, where it says Parked Car. That is where my home is located in reference to your proposed rezoning of 5200 Lone Tree Way and installation of a car wash/gas station/convenience store. As you can guess, I am vehemently opposed to the rezoning of this property. I have questions that I will list in order for me to keep them organized.

1. Has there been a study on the direct impact of property values of the homes that will be most affected by your rezoning and installation of a gas station/car wash/convenience store?
2. Has there been a study showing the direct impact of noise/light pollution as the direct result of the city of Antioch installation of a gas station/car wash/convenience store and the effect on property values?
3. Has there been a study of the direct impact of the homes that will be most effected due to the increase in crime that will be associated with the installation of gas station/car wash/convenience store?
4. Has there been an environmental impact study? What if the station were to catch fire/explosion in a residential neighborhood? How many people and homes could be lost?
5. Has there been any mention of compensation to the owners of the homes that property values will be impacted by the installation of gas station/car wash/convenience store?

My husband and I are going to be directly impacted by your proposed installation of said gas station/car wash/convenience store. There are already issues with our home being so close to Lone Tree, my homes property value is minimum 10k less than homes not situated next to Lone Tree Way. I cannot express my concern enough at how my property value will be directly affected by the City of Antioch's poor planning. We are retiring very soon and relying on the income of the sale of our home to help finance our future.

I am an insurance agent in the City of Antioch as well as being a homeowner. People trying to insure their homes near this proposed monstrosity many not be able too as it will be within 250 feet of their homes. They could be non-renewed or have to pay higher insurance premiums due to your not researching this. This could be a real problem for homeowners. Have you researched how it could affect them?

The noise is already unbearable and we cannot fully enjoy our backyard due to the traffic noise. There are constant races taking place at the stop light near our home. I was told by a realtor that my home value is directly affected by the noise from Lone Tree Way and is minimum 10k less than other

comparable homes not situated nearby. I cannot imagine how it will affect our legal right to quiet enjoyment and how much more it will devalue our property.

There is already substantial damage to our right to be free of light pollution that does affect our sleep, due to the business complex and the stop lights shining directly into our bedroom window. It is impossible to sleep with our windows open due to the light and noise from Lone Tree already, installing this monstrosity will be even more impactful to our rest and our right to enjoy an open window.

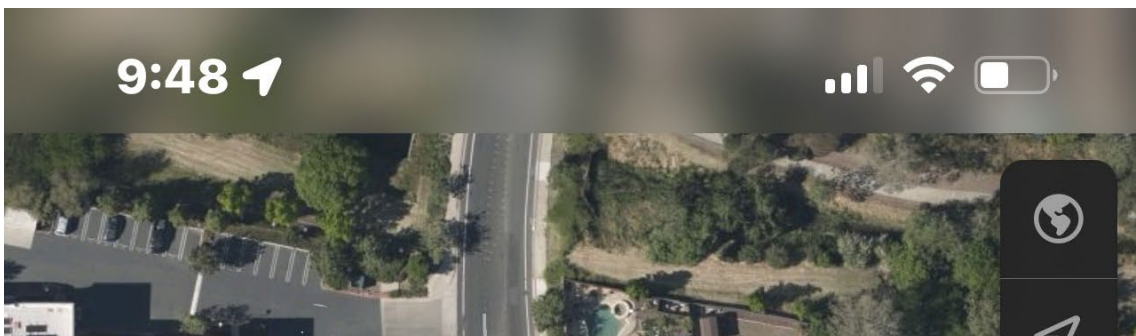
Had this proposed monstrosity existed in 2007 when we bought our home, we would not have bought it! It would have been a hazard and for all the reasons I have listed above would have been reason enough for us not to purchase. We are already suffering from living near Lone Tree, if you install this monstrosity we will suffer even more greatly.

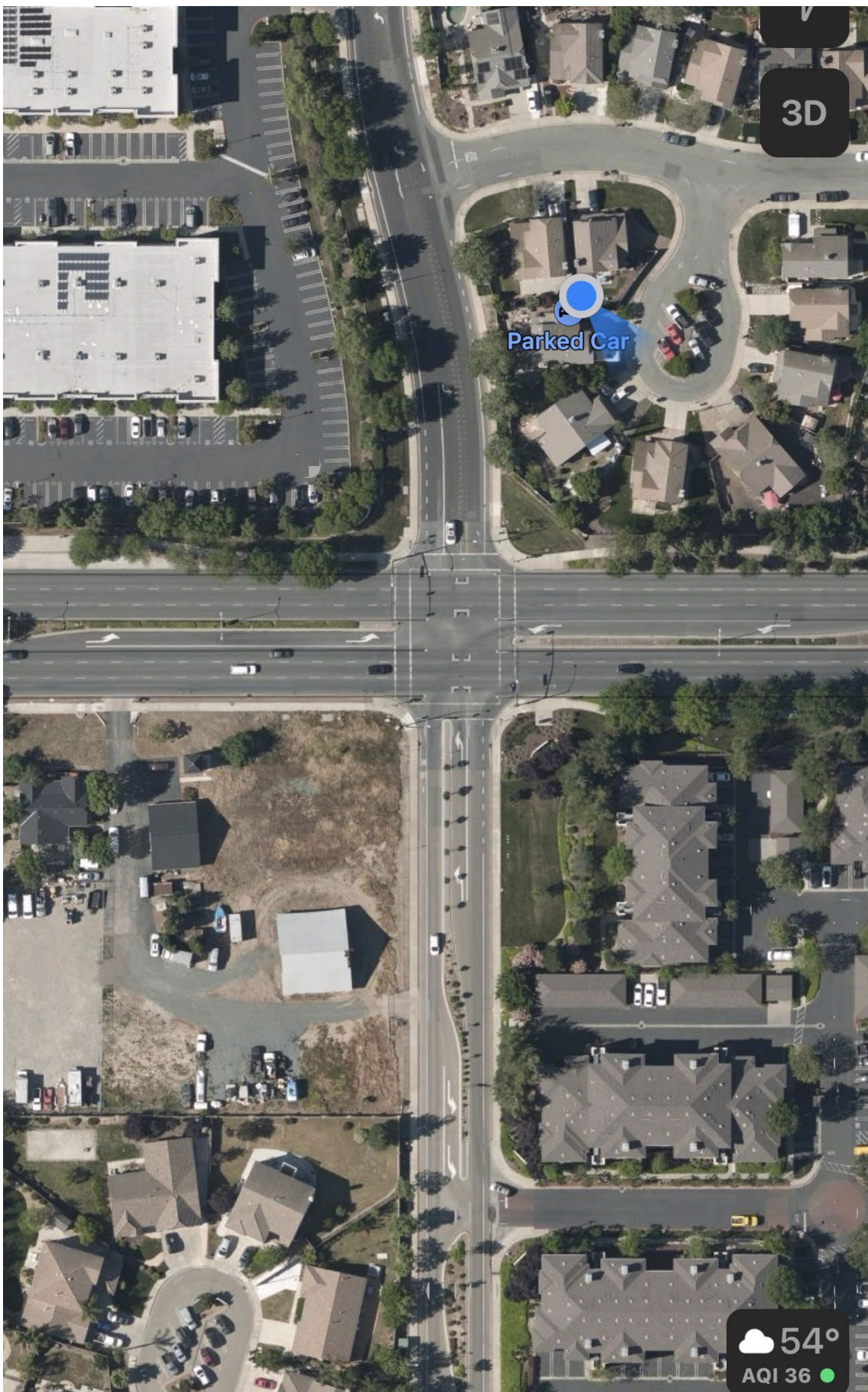
There is a 7-11 approximately 2 blocks from this location, and several more gas stations nearby. The crime at the 7-11 will leak down the street to this new location and into a residential neighborhood, shootings, robberies, drug dealing, transients will be common place just as they are at the 7-11, is that what the City wants? There is absolutely no need for this monstrosity to be built in a residentially zoned neighborhood. Absolutely none, except for the revenue that the City of Antioch will receive. To put it bluntly the City of Antioch is putting money before its citizens, as in recent year has become commonplace.

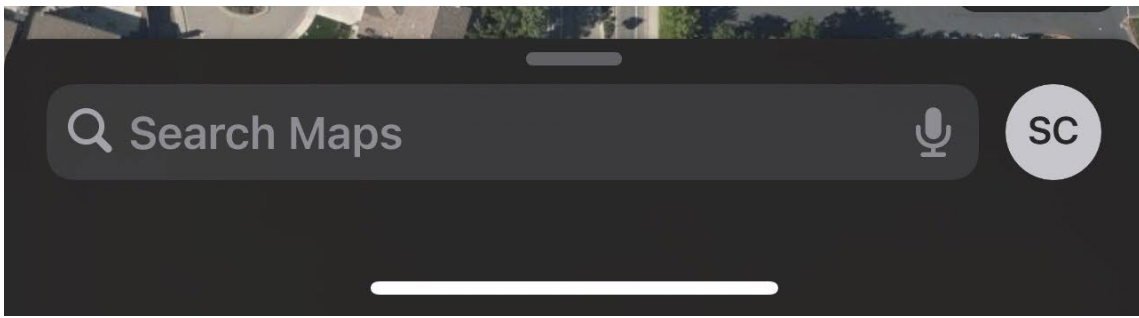
I was born and raised in Antioch. I have seen this happen time and again to our fair city to fill its coffers, never taking into consideration the impact it will have on its citizens, it is disgraceful. This is just one more time the city is trying to take advantage of its citizens, and not taking their NEEDS into consideration.

If the City of Antioch decides to move forward I would expect all the homeowners directly affected will be substantially compensated for the direct impact to their lowered property values. I have contacted an attorney to find out what recourse I have against the City of Antioch moving forward with this ill advised venture.

Shelly Cole
Nick J. Cole
925-628-1587







Sent from my iPhone



May 3, 2022

Kevin Scudero, Senior Planner
P.O. Box 5007
Antioch, CA 94531

Re: United Pacific Gas Station (GP-21-01, PD-21-01, UP-21-02, AR-21-03)
Planning Staff Report: Exhibit A: Conditions of Approval, Item 60 (hours of operation)

Kevin:

In regards to the Planning Staff Report dated April 6, 2022, Conditions of Approval, Item 60 (hours of operation) it is the request of our client, United Pacific, to be allowed to operate their Convenience Store and Carwash for 24 hours a day, 7 days a week. At the time of our application there were no rules in place that would have precluded 24-hour operation. Surrounding gas stations along Lone Tree Way are operational 24 hours a day, 7 days a week. Prior to the latest report received from planning, there was no recommendation for reduced hours of operation. Due to that, United Pacific ran their sales projections for a Convenience Store and Carwash that would be operational for 24 hours a day, 7 days a week.

Also, for safety reasons, they would prefer employees be present at the store 24 hours for increased security.

Thank you and we appreciate the Planning Commissions consideration.

Austin Colley
Director of Development
Embree Development Group, Inc.
(214) 384-0034
embreegroup.com

From: [Reid Enright](#)
To: [Planning Division](#); [Scudero, Kevin](#); [Hersch, Anne](#)
Subject: Response to Embree letter of 5/3/2022 Agenda Item 7.2 5/4/22 meeting
Date: Tuesday, May 3, 2022 4:26:33 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

5/3/2022

The 5/3/22 letter from Embree argues that because there are other 24 hr gas stations on Lone Tree that this one is just like them. That is a false equivalency. ALL of the other gas stations are contiguous with other commercial developments & enterprises. This would be the ONLY free standing gas station car wash bordered by residents on three sides. South and west on the same block and to the east across Vista Grande are apartments.

If their business plan calls for 24 hour operation in a neighborhood setting and the neighbors don't feel that that is appropriate, perhaps United Pacific Gas Station chose the wrong location.

And the city, being that we are trying to reduce hydrocarbons in our air and we have gone so far as to curtail oil drilling and stop the flow of petroleum products though pipelines across our city, the idea of another gas station on its face is just wrong.

Thank you,

Reid Enright

**CITY OF ANTIOCH
PLANNING COMMISSION**

**Regular Meeting
6:30 p.m.**

**May 4, 2022
Meeting Conducted Remotely**

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Planning Commission meetings live stream (at <https://www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/>). The Planning Commission meeting was conducted utilizing Zoom Audio/Video Technology.

1. CALL TO ORDER

Chair Gutilla called the meeting to order at 6:30 P.M. on Wednesday, May 4, 2022. She announced that tonight's meeting was being held in accordance with the Brown Act as currently in effect under AB361, which allowed members of the Planning Commission, City staff, and the public to participate and conduct the meeting by teleconference. She stated anyone wishing to make a public comment, may do so by using the raise your hand tool or submitting their comments using the online public comment form at www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/. Public comments that were previously submitted by mail or email have been provided to the Planning Commissioners.

2. ROLL CALL

Present: Commissioners Schneiderman, Martin, Hills, Lutz, Vice Chair Riley and Chair Gutilla
Absent: Commissioner Motts
Staff: City Attorney, Thomas Lloyd Smith
Planning Manager, Anne Hersch
Senior Planner, Kevin Scudero
Community Development Technician, Hilary Brown
Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

Chair Gutilla led the Pledge of Allegiance.

1. EX-PARTE COMMUNICATIONS

None.

2. PUBLIC COMMENT

None.

3. CONSENT CALENDAR

6-1. Minutes of the March 16, 2022 Planning Commission Meeting

6-2. Minutes of the April 6, 2022 Planning Commission Meeting

6-3. Laurel Ranch Street Name Amendment – Amend the approved Street Name list for Laurel Ranch to include Country Hills Lane pursuant to City Council policy.

On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission members present unanimously approved the minutes of April 6, 2022. The motion carried the following vote:

AYES:	Schneiderman, Martin, Hills, Lutz, Riley, and Gutilla
NOES:	None
ABSTAIN:	None
ABSENT:	Motts

Item 6-1 was removed for further discussion.

Item 6-1 – Commissioner Martin requested the following amendment to the March 16, 2022, minutes:

- Page 1 - **4. EX- PARTE COMMUNICATIONS** – the last sentence to read: “She clarified that ex-parte communications pertained to items only on the agenda.”

On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission members present unanimously approved the minutes of March 16, 2022, as amended. The motion carried the following vote:

AYES:	Schneiderman, Martin, Hills, Lutz, Riley, and Gutilla
NOES:	None
ABSTAIN:	None
ABSENT:	Motts

RESOLUTION NO. 2022-08

On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission members present unanimously approved the revised street name list for the Laurel Ranch Subdivision. The motion carried the following vote:

AYES: ***Schneiderman, Martin, Hills, Lutz, Riley, and Gutilla***
NOES: ***None***
ABSTAIN: ***None***
ABSENT: ***Motts***

7. PUBLIC HEARING

7-1. UP-22-03 & Design Review T-Mobile El Campanil Wireless Facility-

The applicant is seeking approval of a Use Permit and Design Review for a new roof-mounted wireless facility at 602 W 2nd St. (El Campanil Theater). The subject site is .28 acres with an existing 10,936 sq. ft. theater built in 1928. The project scope includes two new 98 sq. ft. roof enclosures with a total of six (6) new panel antennas. The enclosures are proposed to face east and west and are 10 ft. in height. The enclosures have been designed to match the existing building. Supporting equipment is proposed to be ground mounted at the rear of the building and screened.

Chair Gutilla announced staff recommended the Planning Commission continue the project to a date certain of May 18, 2022.

Chair Gutilla opened and closed the comment period with no members of the public requesting to speak.

Planning Manager Hersch requested that this item be tabled to allow staff time to work with the applicant on a minor amendment to the application request. She stated they would be sending out new public hearing notices and anticipate bringing this item back in early June.

On motion by Commissioner Riley, seconded by Commissioner Martin, the Planning Commission unanimously tabled the Use Permit and Design Review for the T-Mobile El Campanil Wireless Facility. The motion carried the following vote:

AYES: ***Schneiderman, Martin, Hills, Lutz, Riley, and Gutilla***
NOES: ***None***
ABSTAIN: ***None***
ABSENT: ***Motts***

- 7-2. GP-21-01, PD-21-01, UP-21-02, AR-21-03 – United Pacific Gas Station –**
The applicant is requesting approval of a Mitigated Negative Declaration, General Plan Amendment, Rezone to Planned Development, Final Development Plan, Use Permit and Design Review for the development of a Gas Station, Car Wash and Convenience Store at 5200 Lone Tree Way. The subject site is approximately 2 acres and is located at the southwest corner of Lone Tree Way and Vista Grande Drive. There are existing, unoccupied buildings onsite which are proposed to be demolished and a new 3,500 sq. ft. convenience store, 1,125 sq. ft. carwash and eight (8) gas pumps (16 fuel stations total) are proposed. Site improvements, fencing and landscaping are also proposed.

Planning Manager Hersch presented the staff report dated May 4, 2022, recommending the Planning Commission adopt the following resolutions recommending the City Council approve the following: Mitigated Negative Declaration, General Plan Amendment, Rezone to Planned Development and Final Development Plan including a Use Permit and Design Review request.

In response to Commissioner Martin, Senior Planner Scudero confirmed that there was a business park to the north of this project. With regards to the restricted left hand turn on Vista Grande Drive, he explained a center median would restrict left hand turns. Environmental Consultant Trevor Macenski explained that a turning radius template prepared as part of the site plan, displayed the circulation plan for the site.

In response to Commissioner Schneiderman, Senior Planner Scudero stated the most recent use permits for gas stations with convenience stores were 24-hour operations; however, they were not located near residential development. He noted there were different standards when the older stations were approved next to residential areas.

Commissioner Schneiderman felt the convenience store next to the apartments would be convenient for tenants and suggested an 11:00 P.M. closure may be more appropriate.

In response to Commissioner Schneiderman, Senior Planner Scudero explained that a noise analysis was done as part of the environmental review.

Trevor Macenski explained the carwash orientation directed the blowers toward the public roadway. He noted the block wall on the north and west side also provided acoustical retention.

In response to Commissioner Lutz, Senior Planner Scudero stated he did not know why the property was not sold as part of the adjacent residential development. Trevor Macenski added that based on records and an evaluation provided by a historian it was determined the existing structure added no significant value to the cultural heritage of the community.

In response to Commissioner Hills, Trevor Macenski explained the turning movement analysis as it related to ingress and egress. He also noted a turn pocket on Lone Tree Way would allow for a U-turn.

In response to Vice Chair Riley, Trevor Macenski explained the purpose of the raised curb to the west side was for emergency vehicle travel. He noted there was nothing on the site plan that would prohibit non-emergency vehicular traffic from utilizing the area.

Vice Chair Riley stated he liked that the vegetation plan on the south side of the property would provide residents with a green fence.

Jeff Ferrell, Project Manager for Embree Asset Group, Inc., introduced Joel Keller, Pete Tobin, and Austin Colley as members of their development team. He gave a history of the project and stated they were appreciative of the city's willingness to work with them to bring their application forward.

Joel Keller gave an overview of their community outreach efforts. He reported that neighbors voiced concerns regarding the current condition of the site, and he discussed Code Enforcement and the Antioch Police Department's efforts to address the previous tenant. He noted the property would be improved as a result of this project moving forward.

Pete Tobin, Barghausen Engineers and Architects, displayed and reviewed the site, circulation, landscape, and lighting plans for the project.

Austin Colley, Director of Development for Embree Asset Group, Inc., stated they had chosen this site because of the demand for the services in the area and to help the City capture tax revenue. He stated they had included several mitigation measures for noise and designed the site to have great access.

Chair Gutilla opened the public comment period.

Carol, Local Realtor, stated she was an immediate neighbor and concerned the project would generate noise as well as vehicle and pedestrian traffic in her neighborhood.

Chair Gutilla closed the public comment period.

In response to Commissioner Martin, Senior Planner Scudero explained it was up to the discretion of the City Engineer to determine when work could occur on roadways and typically, they did not allow construction to shut down lanes during commute hours.

Commissioner Martin suggested the Planning Commission add a project specific condition limiting the hours of construction in the right-of-way to non-commute hours.

Planning Manager Hersch responded that it would be appropriate to include a recommendation that the City Engineer consider limiting work in the right of way during commute hours.

In response to Commissioner Martin, Mr. Tobin explained dirt removed for the storage tanks would be relocated offsite.

Commissioner Schneiderman stated this project would be an improvement and appropriate for the area. She suggested the Planning Commission consider revising the hours of operation to allow the convenience store to remain open until 11:00 P.M. She noted the applicant had mitigated noise impacts and with the existing roadway noise, she did not feel this project would negatively impact residents.

Commissioner Lutz stated he appreciated the work that went into the design of this project; however, he was concerned the gas station would be located adjacent to residential properties, and it may set precedents for future applicants. He stated he patronized gas stations in the area and questioned if there was demand for another one in the neighborhood.

Vice Chair Riley commented that there was a bike trail in the area and suggested adding a project specific condition to include a bicycle repair stand and pump for public use.

Chair Gutilla thanked the Planning Department and applicant for the presentation this evening. She stated that she believed the site could benefit from some type of development; however, she felt a gas station was not appropriate next to residential development. She also expressed concern regarding noise, odor and trash impacts. She stated if approved she would support security patrol of the property during off hours and limiting the convenience store and carwash hours to 10:00 P.M. She felt people would be tempted to make illegal U-turns in the neighborhood.

Commissioner Martin expressed concern that the service station would be opened 24-hours without an attendant.

Senior Planner Scudero responded that it would be appropriate for the Planning Commission to add a project specific condition that an attendant be on site for the gas station.

Vice Chair Riley supported reducing the gas station hours to match the convenience store.

Chair Gutilla stated that even if the hours were reduced, she would still want security to monitor the area during off hours.

Vice Chair Riley stated he did not feel security patrol was necessary because it was well lit and on a major thoroughfare. He felt the Antioch Police Department could address any security issues.

City Attorney Smith commented that private businesses were responsible for their own security.

Chair Gutilla commented that the Antioch Police Department response times could not address some activities that were short in duration but had long lasting effects to those in the surrounding neighborhoods.

In response to Commissioner Martin, City Attorney Smith clarified that all four recommended actions were required for the project to move forward.

Anne Hersch added CEQA approval would allow them to approve the other entitlements before the Commission this evening and noted the CEQA analysis was specific to this project.

In response to Vice Chair Riley, Commissioner Schneiderman stated she would be agreeable to the gas station and convenience store closing at 10:00 P.M.

Commissioner Hills commented that Walmart was opened until 11:00 P.M. and Chevron on Lone Tree and Deer Valley, AM/PM on Hillcrest and the Brentwood Chevron were opened 24 hours.

Chair Gutilla commented that those businesses did not border residential development.

Commissioner Lutz stated he lived close to the 7/11 on Hillcrest/Lone Tree Way and there had been police activity in the area. Additionally, the Chevron by In and Out had been a location for sideshow activity.

Vice Chair Riley stated he did not like the idea of a gas station; however, it was a vacant property and the developer had followed the correct steps and brought forward a project that met the requirements. He agreed that the hours should be reduced to 11:00 P.M.

RESOLUTION NO. 2022-09

On motion by Commissioner Martin, seconded by Commissioner Hills, the Planning Commission adopted the following resolution recommending approval of the United Pacific Gas Station Initial/Study/Mitigated Negative Declaration IS/MND and the Mitigation Monitoring and Reporting Program MMRP. The motion carried the following vote:

AYES:	Schneiderman, Martin, Hills, Riley
NOES:	Lutz, Gutilla
ABSTAIN:	None
ABSENT:	Motts

RESOLUTION NO. 2022-10

On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission adopted the following resolution recommending approval of the United Pacific Gas Station General Plan Amendment (GP-21-01) changing the land use designation from Commercial Office to Convenience Commercial. The motion carried the following vote:

AYES: Schneiderman, Martin, Hills, Riley
NOES: Lutz, Gutilla
ABSTAIN: None
ABSENT: Motts

RESOLUTION NO. 2022-11

On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission adopted the resolution recommending approval of an ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District PD-21-01. The motion carried the following vote:

AYES: Schneiderman, Martin, Hills, Riley
NOES: Lutz, Gutilla
ABSTAIN: None
ABSENT: Motts

RESOLUTION NO. 2022-12

On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission adopted the resolution recommending approval of a final development plan, use permit and design review, subject to conditions of approval PD-21-01, UP-21-02, AR-21-03 with the following modifications:

- ***Work will only occur in the public right of way during non-commute hours (9:00 A.M. - 3:00 P.M.)***
- ***Hours of operation: Convenience Store and Gas Pumps - 4:00 A.M. to 10:00 P.M. and Carwash - 7:00 A.M. – 9:00 P.M.***
- ***The applicant shall provide a bicycle repair stand and air pump for public use.***
- ***The applicant shall provide a drive-by security guard during off hours.***

The motion carried the following vote:

AYES: Schneiderman, Martin, Hills, Riley
NOES: Lutz, Gutilla
ABSTAIN: None
ABSENT: Motts

Chair Gutilla congratulated the applicant and thanked them for choosing to do business in Antioch.

8. ORAL/WRITTEN COMMUNICATIONS

Commissioner Martin reported he had not received zoom invitations for the last three Planning Commission meetings. He noted Commissioner Schneiderman had also reported this concern.

Community Development Technician Brown acknowledged that something with the zoom site or IS was preventing invitations from being sent. She stated she would work on the issue and may be sending test invitations prior to the next meeting.

Commissioner Martin added that he was having difficulty forwarding his zoom invitations. Additionally, when sending emails from his private email to city staff they were not going through. He reported that he had received a questionable email from the City and was unsure of the intent.

Chair Gutilla stated that she had also received a questionable email from the City asking that she click on a url to activate an account.

Planning Manager Hersch reported that staff had received a subsequent email from IS and it appeared that that email had not been sent to Commissioners. She confirmed that the email could be deleted.

Senior Planner Scudero stated they would inform IS that non-city employees had not received the follow up email.

In response to Commissioner Martin, City Attorney Smith encouraged him to follow up with him tomorrow regarding information for Ethics training.

Planning Manager Hersch stated she would be following up on the Ethics Training requirements and explained that it was required every two-years.

Vice Chair Riley commended Commissioners for being cautious and not clicking on suspicious emails. He noted cyber warfare was on the rise and encouraged Commissioners to turn on two-factor authentication.

COMMITTEE REPORTS

None.

ADJOURNMENT

On motion by Vice Chair Riley, seconded by Commissioner Martin, the Planning Commission unanimously adjourned the meeting at 8:15 P.M. The motion carried the following vote:

AYES:	Schneiderman, Martin, Hills, Lutz, Riley, and Gutilla
NOES:	None
ABSTAIN:	None
ABSENT:	Motts

Respectfully submitted:
KITTY EIDEN, Minutes Clerk

Contra Costa County**Fire Protection District**

June 30, 2021

Mr. Scudero
 City of Antioch
 Community Development
 PO Box 5007
 Antioch, CA 94531-5007

Subject: United Pacific Gas Station
 5200 Lone Tree Way, Antioch
 Project # PDP-20-01
CCCFPD Project No.: P-2020-02099-Rev1

Dear Mr. Scudero,

We have reviewed the development plan application to construct a 4,325 square foot convenience store with attached carwash and a 5,566 square foot canopy over 8 fuel pumps at the subject location. The following is required for Fire District approval in accordance with the 2019 California Fire Code (CFC), the 2019 California Building Code (CBC), the 2019 California Residential Code (CRC), and Local and County Ordinances and adopted standards:

1. Access as shown appears to comply with Fire District requirements.

 Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. (503) CFC
2. Access roadways of **less than 28-feet** unobstructed width shall have signs posted or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

 Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have **NO PARKING – FIRE LANE** signs posted, allowing for parking on one side only or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC
3. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the interior of the building. The building owner shall have the testing conducted and the results submitted to the Fire District prior to the building final. (510.1) CFC
4. The developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow of 1750 GPM. Required flow must be delivered from not more than 1 hydrant flowing for a duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC

5. The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating all existing or proposed hydrant locations, fire apparatus access, elevations of building, size of building and type of construction and a striping and signage plan for review and approval prior to obtaining a building permit. This is a separate submittal to the Fire District to be approved prior to construction plan submittal. ***Final placement of hydrants shall be determined by this office.***


This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

6. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC
7. Flammable or combustible liquid storage tanks shall **not** be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC
8. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC
9. The owner or the owner's authorized agent shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC
10. The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans. (Ch.33) CFC
11. The developer shall submit a minimum of two (2) complete sets of building construction plans and specifications for the subject project to the Fire District. After the new construction / tenant improvement plans are approved, plans and specifications for all deferred submittals shall be submitted, including, but not limited to the following.
- Carbon Dioxide Systems
 - Aboveground/underground flammable/combustible liquid storage tanks
 - Commercial kitchen hood extinguishing systems
 - Emergency Responder Radio Coverage System (ERRCS)

Plans shall be submitted to the Fire District for review and approval **prior to** construction of the building or installation of the systems to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,



Todd Schiess
Fire Inspector I

cc: Jeff Ferrell
Embree Asset Group, Inc.
4747 Williams Dr.

Georgetown, TX 78633
jferrell@embreegroup.com

File: 5200 LONE TREE WAY-PLN-P-2020-02099-REV1

PROJECT REFERRAL – REQUEST FOR REVIEW

RECEIVED
JUN 29 2021
CONTRA COSTA FIRE DISTRICT

The City of Antioch Planning Division is requesting your review
of the project information and plans referenced below.

Please provide feedback on availability of services, potential design or code conflicts,
requirements for additional permits, and draft conditions of project approval.

DATE OF REQUEST: 6/29/2021

SUBMIT COMMENTS TO: Kevin Scudero (925-779-6133 or Kscudero@antiochca.gov)

COMMENTS DUE BY: **** JULY 19, 2021 ****

PROJECT NAME: United Pacific Gas Station

Project No: GP-21-01. PD-21-01. UP-21-02, AR-21-03, V-21-01
Application Type: General Plan Amendment, Planned Development rezone, Use Permit, Design Review, and Variance.

Project Address: 5200 Lone Tree Way (056-270-059)

Project Description: General Plan Amendment, Planned Development Rezone, Use Permit, Design Review and Variance Application to construct a gas station, convenience store, and car wash at the southwest corner of Vista Grande Drive and Lone Tree Way. The project also includes the construction of a deceleration lane along Lone Tree Way.

Applicant Name: Embree Development Group, Inc. Jeff Ferrell

Mailing Address: 4747 Williams Drive Georgetown, TX 78633

Phone: **E-mail:** jferrell@embreegroup.com

The following documents are included in this transmittal:

- ☒ Plans and related information for the project are online:
<https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/UP-21-02.pdf>

FOR CITY STAFF ONLY

<input checked="" type="checkbox"/>	Due Date as above -- Please submit your comments or draft conditions of approval to the planner by dates listed above
<input type="checkbox"/>	Due Date TBD -- Planning staff will follow up with you to request a meeting for project discussion and to develop the schedule for comments and draft conditions
<input type="checkbox"/>	Additional information will be routed to you (via email and/or hard copy)

ROUTED TO

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> (CCFPD) Contra Costa Fire | <input checked="" type="checkbox"/> City Engineer / Dev Services | <input checked="" type="checkbox"/> City of Brentwood CDD |
| <input checked="" type="checkbox"/> Bay Area Air Qlty Mgmt Dist (BAAQMD) | <input checked="" type="checkbox"/> Delta Diablo Sanitation Dist | <input checked="" type="checkbox"/> PG&E |
| <input checked="" type="checkbox"/> Republic Services | <input checked="" type="checkbox"/> Contra Costa County Env Health | <input checked="" type="checkbox"/> Tri-Delta Transit / Eastern County Transit |

P-2020-02099 PLN Rev 1



Nazareta, Lynnea

From: Brown, Hilary <hbrown@antiochca.gov>
Sent: Tuesday, June 29, 2021 12:00 PM
To: Scudero, Kevin
Subject: Project Referral / Request for Review: United Pacific Gas Station (GP-21-01, PD-21-01, UP-21-02, AR-21-03, V-21-01)
Attachments: United Pacific Gas Station Routing Form.pdf

Hello,

The City of Antioch Planning Division is requesting your review of the project information and plans referenced/linked in the attached PDF.

Please provide feedback on availability of services, potential design or code conflicts, requirements for additional permits, and draft conditions of project approval to:
Kevin Scudero (925-779-6133 or Kscudero@antiochca.gov)

Responses requested at your earliest availability, or by Monday July 19th

Thank you in advance for your time and collaboration.

SENT TO:

Bay Area Air Quality Management District (BAAQMD)
Delta Diablo Sanitation District
PG&E
Republic Services (Trash service)
City of Antioch
Contra Costa County Environmental Health
Contra Costa Fire Protection District
Tri-Delta Transit / Eastern Contra Costa County Transit Authority
City of Brentwood Community Development Dept, Planning Division

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager *RBM*

SUBJECT: Unhoused Resident Services – Non-Congregate Bridge Housing
Site at Executive Inn Located at 515 East 18th Street

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution approving a master lease with Rudram LLC for the Executive Inn located at 515 East 18th Street for an initial term of two (2) years with two (2) option terms of two (2) years each.

FISCAL IMPACT

The 2-year lease is estimated at \$1,168,000 per year for a total not to exceed value of \$2,336,000, to be paid from the allocation of \$2.6M in American Rescue Plan Act (ARPA funds) specified for this purpose by the City Council on April 12, 2022.

DISCUSSION

The City of Antioch commissioned a technical memorandum in late 2020 in which Focus Strategies, the City's technical assistance provider, examined various dimensions of a Bridge Housing Program in a leased motel site. The City subsequently began laying the groundwork to both secure a location and a support services provider through formal solicitation processes.

At this time, the City seeks to enter into a leasing arrangement with Rudram LLC, property owners of the Executive Inn at 515 East 18th Street in Antioch, CA. The site is currently located within the City's Transitional Housing Overlay Zone. The City of Antioch Planning Commission issued a Use Permit for a Non-Congregate Bridge Housing Program on June 15, 2022. The initial term of the lease is two years, with two potential two-year renewal periods.

It is noted that certain responsibilities shall be borne by the property owner during the lease period. These include but are not limited to building maintenance and repairs, provision of utilities and landscape maintenance.

ATTACHMENTS

A. Resolution

B. Master Lease

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A
MASTER LEASE WITH RUDRAM LLC FOR A NON-CONGREGATE BRIDGE
HOUSING SITE AT THE SUBJECT PROPERTY LOCATED AT 515 EAST
EIGHTEENTH STREET IN ANTIOCH, CALIFORNIA**

WHEREAS, the City of Antioch is seeking to pursue strategies that both respond to the needs of Antioch's unhoused residents and community concerns about homeless encampments;

WHEREAS, the proposed Non-Congregate Bridge Housing Program aligns with adopted Policy Guidelines for the City of Antioch's Approach to Unhoused Resident Services;

WHEREAS, the City previously solicited a Request for Proposals for a Motel Occupancy Agreement Program to Shelter Unhoused Residents;

WHEREAS, the Executive Inn, located at 515 East Eighteenth Street, is a site located within the City of Antioch's Transitional Housing Overlay Zone;

WHEREAS, the City of Antioch Planning Commission issued a Use Permit for the proposed Non-Congregate Bridge Housing Program on June 15, 2022;

WHEREAS, the Non-Congregate Bridge Housing model provides a low barrier, housing first, harm reduction approach;

WHEREAS, the City acknowledges that viable approaches to unhoused resident needs build upon the critical foundation of Contra Costa County's Health, Housing, and Homeless (H3) Services Program and the Continuum of Care; and

WHEREAS, the consensus of the City Council is for the City of Antioch to establish bridge housing opportunities within City limits to serve Antioch's unhoused residents.

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

1. Approval of a master lease with Rudram LLC for the Executive Inn located at 515 East 18th Street with an option to purchase in a form approved by the City Attorney.
2. Expenditure of a sum not to exceed \$2,336,000 for an initial term of two years to be paid from \$2.6M in American Rescue Plan Act (ARPA funds) specified for this purpose by the City Council on April 12, 2022.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**MASTER LEASE BETWEEN
RUDRAM LLC AND THE CITY OF ANTIOCH
FOR 515 EAST 18TH STREET
ANTIOCH, CA 94509**

This Master Lease ("**Lease**") is entered into as of the Effective Date by and between Rudram LLC ("**Landlord**") and the City of Antioch ("**Tenant**").

ARTICLE 1

BASIC LEASE PROVISIONS

The words, figures, and definitions set forth in the following sections are part of this Lease wherever appropriate reference is made to them, unless modified elsewhere in this Lease.

1.1 "**Applicable Laws**" means applicable local, state, and federal statutes, regulations, rules, codes (including, but not limited to, building codes), ordinances, and other requirements of governmental authorities now or hereafter in effect.

1.2 "**Commencement Date**" means the date that is sixty (60) days following Completion of Landlord Improvements, subject to completion of punch list work and delivery of room keys by Landlord, as further set forth in Section 3.5, unless otherwise agreed upon by the Parties.

1.3 "**Effective Date**" means the date of full execution of this Lease.

1.4 "**Initial Term**" means two (2) years from the Commencement Date.

1.5 "**Landlord**" means Rudram LLC.

1.6 "**Landlord's Address for Rent and Notices**": **Address for Rent and Notices**: Samar Desai 5156 E 18th Street, Antioch, CA 94509, Telephone: (415) 279-8047, Electronic mail: rudram@hotmail.com. For notices only, with a copy to Michael Heath via email mheath@mheathlaw.com.

1.7 "**Landlord Improvements**" means those habitability improvements to be made by Landlord as a condition of and prior to the Commencement Date, as set forth in Section 3.3, and required in order for the Premises to comply with Applicable Laws or to allow the safe occupancy of the Premises by Tenant for the Permitted Use.

1.8 "**Memorandum of Lease**" means that certain Memorandum of Lease in the form attached as Exhibit "D" to this Lease.

1.9 **"Occupants"** means persons occupying the rooms located within the Premises as non-congregate transitional housing pursuant to any access rights to the Premises granted by Tenant.

1.10 **"Option Terms"** means two (2) Option Terms of two (2) years each, to be exercised in Tenant's sole discretion, provided Tenant is not in default under the terms of the Lease

1.11 **"Permitted Use"** means the uses described in Section 7.1.

1.12 **"Premises"** means that certain real property, including all improvements therein or to be provided by Landlord under the terms of this Lease, commonly known as the Executive Inn, 515 East 18th Street, Antioch, CA 94509, and as further shown on Exhibit "A", attached to this Lease and incorporated herein by reference.

1.13 **"Rent"** means, for the Initial Term, and any Option Terms, \$97,333.33 per month for the entirety of the Premises.

1.14 **"Completion of Landlord Improvements"** means that the Landlord Improvements have been accepted by Tenant, in writing, as substantially complete, subject only to minor punch list work to be completed by Landlord, and that the Premises are in a safe, habitable condition, suitable for occupancy.

1.15 **"Tenant"** means the City of Antioch.

1.16 **"Tenant Parties"** means Tenant's officers, officials, employees, consultants, agents, and Occupants.

1.17 **"Tenant's Address for Notices"**: City Hall, City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn: Assistant City Manager; Telephone: (925) 779-7011, Electronic mail: citymanager@antiochca.gov.

1.18 **"Term"** means the Initial Term and any Option Terms exercised by the Tenant, plus any additional extensions of the Term as may be agreed upon by the parties.

ARTICLE 2

PREMISES; RELOCATION OBLIGATION

2.1 *Premises.* The Premises includes approximately 31,363 square feet of land area, and an 11,040 square foot building comprised of thirty-three (33) rooms, common areas including lobby, sidewalks, driveways, parking areas, service areas, storage rooms, Premises signs, landscaping, and other areas within the interior and exterior boundaries of the Premises. An aerial view of the

Premises is attached to this Lease as Exhibit "B" and incorporated herein by reference. The Premises, when delivered to Tenant, shall include:

(a) Furnishing for all rooms, other than one (1) room to be available as an office space, with the following standard room furnishings to be provided: bed/s, side table, desk, chair, lamp, mini-fridge, microwave. Any televisions or phones shall be removed from the rooms. The office space shall be unfurnished. Storage rooms shall be cleaned out and empty.

(b) Parking spaces sufficient for the Permitted Use.

(c) On-site laundry facilities, in good operating condition and repair, and available for Occupants. Laundry facilities shall include two washers, and two dryers ("**Laundry Facilities**"). The coin operation feature is not required.

(d) Perimeter fencing in accordance with the City of Antioch Municipal Code.

(e) Storage container or shed meeting the Tenant's requirements.

2.2 Lease of Premises. Subject to the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, in its entirety. Tenant shall have exclusive use of the Premises during the Term.

2.3 Relocation Assistance; Indemnification. Landlord shall, at its sole cost and expense, terminate all Bookings, leases, licenses and rights or occupancy to the Premises prior to the Commencement Date so that Landlord can deliver exclusive possession of the Premises to Tenant on the Commencement Date free of any lease, license, or occupancy rights. Tenant and Landlord acknowledge that, in order to deliver the Premises in such condition, Landlord may be required to terminate Bookings, and some guests of the Premises may be entitled to relocation assistance under applicable federal or state law ("Relocation Assistance"). In order to determine whether any such guests are entitled to Relocation Assistance, Tenant may be required, among other things, to prepare a relocation plan, seek certain approvals from governmental authorities related to such plan, and correspond with certain guests of the Premises who may be eligible for Relocation Assistance (collectively, the "Relocation Procedures"); provided, however, Tenant agrees that Tenant shall correspond only with Identified Guests (as defined below). In order to ensure future guests are not entitled to Relocation Assistance, Landlord agrees to include the language in Exhibit "E" attached hereto in all Bookings for guests first occupying the Premises from and after the Effective Date. To the extent Tenant determines necessary, Tenant shall implement the Relocation Procedures, including engaging a relocation consultant to assist the parties with the Relocation Procedures (the "Relocation Consultant"). Landlord agrees to

reasonably cooperate with Tenant and use its commercially reasonable, good faith efforts to assist Tenant in implementing any Relocation Procedures. Such cooperation shall include, without limitation, permitting Tenant or the Relocation Consultant to contact and interview Identified Guests as may be necessary to implement the Relocation Procedures. Landlord will not be required to provide Tenant or the Relocation Consultant with any guest's personal information, but Landlord shall provide Tenant or the Relocation Consultant a list of guests (those guests on such list being referred to herein as "Identified Guests") who meet the criteria reasonably provided to Landlord by Tenant or the Relocation Consultant (e.g., guests with an actual or anticipated duration of stay in excess of twenty eight (28) days who do not have an alternative primary residence) (such reasonably provided criteria being referred to herein as "Eligibility Criteria"). Landlord shall indemnify, defend, and hold harmless Tenant from and against any and all Claims to the extent caused by Landlord providing Tenant or the Relocation Consultant with an inaccurate list of guests meeting the Eligibility Criteria. To the extent any Identified Guests are determined to be entitled to Relocation Assistance, Landlord shall be responsible for paying such Relocation Assistance and Tenant shall have no responsibility therefor. If Tenant pays any amounts on account of Relocation Assistance that would otherwise be Landlord's responsibility under this Section, then Tenant shall receive a credit against the Rent in such amounts.

For the purposes of this Section, "Bookings" shall mean contracts and reservations for the use or occupancy of guest or meeting rooms in the Premises entered into by Landlord in its ordinary course of operating its hotel business on the Premises.

ARTICLE 3

TERM; CONDITION OF PREMISES; TENANT RIGHT TO TERMINATE

3.1 *Term of Lease.* This Lease shall be effective from and after the Effective Date. The Initial Term of this Lease shall commence as of the Commencement Date, and shall be for a period as specified in Section 1.4. The Lease shall continue in effect for any Option Terms, and any additional term as may be agreed upon by the parties.

3.2 *Memorandum of Lease.* The Memorandum of Lease, in substantially the form attached as Exhibit "D", shall be executed by the parties concurrently with execution of this Lease, and recorded against the Premises following the Effective Date.

3.3 *Condition of Premises; Landlord Improvements.* Certain habitability improvements are required to be completed by Landlord in order for the Premises to comply with Applicable Laws, or to allow for the safe occupancy of

the Premises for the Permitted Use. Such improvements shall be made at Landlord's sole cost and expense. The improvements include in-room fire sprinkler system that meets the standards of and is approved by the Contra Costa County Fire Protection District; ADA access improvements; and any other improvements required for the safe occupancy of the Premises by Tenant and Occupants (collectively, "**Landlord Improvements**").

(a) Landlord shall be responsible, at its sole cost and expense, for ADA compliance of the Premises.

(b) Landlord shall be responsible, at its sole cost and expense, for compliance with all other Applicable Laws, whether structural or nonstructural, as the same apply to the Premises.

3.4 *Timely Achievement of Completion of Landlord Improvements.*

(a) Completion of all Landlord Improvements shall occur within thirty (30) days from Contra Costa County Fire Protection District approval of the fire sprinkler improvement plan.

(b) Should Completion of Landlord Improvements not be achieved within the foregoing timeframe, or any extension thereof agreed upon by the parties, in addition to any other rights under this Lease, Tenant shall have the right to terminate this Lease without cost or liability.

(c) Landlord shall notify Tenant of the date on which Landlord believes the Landlord Improvements are substantially complete. Upon such notification, Tenant shall promptly complete an inspection of the Premises with a Tenant building inspector.

(d) Tenant shall notify Landlord of incomplete or defective items of Landlord's work and Landlord shall promptly complete or repair, as the case may be, such items of work, until Completion of Landlord Improvements is achieved.

3.5 *Commencement Date.* The Commencement Date of this Lease shall occur on the date that is sixty (60) days following Completion of Landlord Improvements, provided that (i) Landlord has completed all punch list work; (ii) Landlord provides keys for all rooms to Tenant, or Tenant's designated consultant; and (iii) the Premises is broom-clean, free of all debris, and otherwise in compliance with this Lease.

3.6 *Punch List Work.* Tenant may elect to waive the requirement for Landlord to complete all punch list work prior to the Commencement Date, and may accept the Premises for occupancy. Notwithstanding any other provision of this Lease, Rent shall be reduced by ten percent (10%) until all punch list work is complete.

3.7 *Option to Extend.* Tenant shall have the number of successive options to extend the Term of this Lease for the periods of time that are set forth in Section 1.10 of this Lease, each such extension period being hereafter called an “**Option Term.**” To exercise such options, Tenant shall deliver written notice to Landlord not less than three (3) months prior to the expiration of the then-unexpired Term or Option Term, as the case may be, that Tenant elects to exercise a renewal option. If Tenant fails to give such notice during the time allotted, then without any further notice, act, or agreement, this Lease shall terminate as of the then-applicable expiration date, and neither Landlord nor Tenant shall have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease. The terms and conditions of this Lease shall remain unchanged during all Option Terms. In addition, and notwithstanding the foregoing, the parties may, mutually agree to extend the Lease beyond the Option Terms.

3.8 *Tenant Right to Terminate.* Tenant shall have the right to terminate this Lease, for any or no reason, and without cost or liability, on six (6) months prior written notice to Landlord, which notice shall specify the effective date of termination. In the event that the Tenant terminates all of the Occupants must be relocated and the Premises must be returned with no guests. The Tenant shall ensure, at no cost to the Landlord that all its employees, guests, and invitees have completely vacated the Premises prior to the expiration (or earlier termination) of this Lease.

ARTICLE 4

RENT

4.1 *Rent.* From and after the Commencement Date, Tenant shall pay “**Rent**” to Landlord at the address set out in Section 1.6, or on written notice from Landlord, to Landlord’s assignee or such other place as Landlord may from time to time designate in writing to Tenant, as more particularly set forth in this Article 4.

4.2 During the Initial Term and the Option Terms, as applicable, Tenant shall pay to Landlord Rent, at the monthly rate provided in Section 1.13, subject to any reductions or offsets provided for in this Lease, on the first day of each calendar month during the Term commencing on the Commencement Date. Tenant shall pay to Landlord an amount equal to the Rent to be applied against the first obligation of Tenant to pay full Rent under this Lease. If the Commencement Date occurs on a day other than the first day of a calendar month, Rent for the first and last partial months shall be prorated on the basis of the number of actual days in such month.

ARTICLE 5

TAXES AND UTILITIES

5.1 Taxes.

(a) As used in this Lease, “**Taxes**” means ad valorem real property taxes and general assessments.

(b) Tenant is a public agency and is exempt from Taxes. To the extent any Taxes are due on the Premises, Landlord shall pay, at its sole cost and expense, prior to delinquency, all such Taxes.

5.2 *Utilities; Monthly Subscriptions.* Landlord shall, at its sole cost and expense (i) provide and maintain adequate connections with the local water supply, sewerage systems, gas, electrical, and other utilities; (ii) pay the utility companies directly for all water, gas, sewer, electricity, trash, disposal and other utilities used by Tenant on the Premises; and (iii) maintain any needed monthly subscriptions (such subscriptions include, without limitation, high speed wireless internet to support Tenant’s administrative/office operations and for all Occupants).

ARTICLE 6

ALTERATIONS

6.1 *Alterations.* Tenant may, at its own expense, from time to time, make such alterations, additions, improvements, or changes (“**Alterations**”), structural or otherwise, in and to the Premises as it may deem necessary or suitable; provided that Tenant shall obtain Landlord’s prior written consent to drawings, painting of the exterior of the Building, and specifications for structural Alterations, which consent shall not be unreasonably withheld or delayed; provided, further, that Landlord shall not withhold its consent if the structural integrity of the Premises shall not be impaired by such work. The term “**structural changes**,” as used in this Section 6.1, does not include moving of nonload-bearing partitions, relocation of building entry doors, minor plumbing and electrical work, modification and rearrangement of fixtures, or other minor changes. Landlord, at Tenant’s cost, shall cooperate with Tenant in securing building and other permits or authorizations required from time to time for any permitted Alterations or installations. All such Alterations shall be done in accordance with all Applicable Laws, provided that if any such Applicable Laws require any alterations, additions, or changes to portions of the Premises that are not included within the permitted Alterations, including any required compliance with environmental laws, rules, regulations, or orders (including any asbestos remediation or removal) or any required compliance with Applicable Laws concerning accommodations for disabled or handicapped persons, then Landlord, at its sole cost and expense, shall perform and pay for all such

additional alterations, additions, or improvements required to comply with such Applicable Laws.

6.2 Tenant shall provide Landlord with not less than ten (10) days' prior written notice of the commencement of any Alterations in the Premises and Landlord shall have the right to enter the Premises to post customary notices of non-responsibility with respect to the Alterations. Subject to Section 19.4, any improvements to the Premises by Tenant including light fixtures, floor coverings, partitions, or other items comprising Tenant's work, if any, but excluding trade fixtures and signs, shall be deemed to be the property of Landlord on installation thereof. Within thirty (30) days after the completion of any Alterations, Tenant shall deliver to Landlord a set of "as-built" plans depicting the Alterations as actually constructed or installed. If Tenant makes any permitted Alterations, Tenant shall carry "Builder's All-Risk" insurance, in an amount reasonably determined by Landlord, covering the construction of such Alterations. Tenant shall ensure that all work is done by licensed contractors with appropriate insurance. The insurance shall name Landlord as additional insured.

6.3 In the event that Tenant makes Alterations without Landlord's consent, upon termination of this Lease Landlord may request that the Premises be returned to its pre-existing condition. In such case, Tenant agrees to do the work necessary to return the Premises to its pre-existing condition, normal wear and tear excepted, at Tenant's cost.

ARTICLE 7

TENANT'S CONDUCT OF ITS BUSINESS

7.1 *Permitted Use.* Tenant shall have the right to use the Premises for the purpose of providing non-congregate transitional housing and related services, and for any other related use or purpose ("**Permitted Use**"). The Permitted Use shall include, but is not limited to, the right of Tenant to:

(a) Make available thirty-two (32) rooms located on the Premises to Occupants, provided that Occupants shall be required to comply with reasonable guidelines or rules of occupancy to be developed by Tenant.

(b) Make available one (1) room as an administrative office and meeting space for Tenant's consultants engaged in providing transitional housing services.

(c) Use the Premises 24 hours a day, seven days a week.

(d) Permit Occupants to bring pets into the rooms, in accordance with a pet policy developed by or on behalf of, and approved by Tenant. The policy may include reasonable limits for the quantity of pets and rules regarding pet behavior and, if dogs are permitted, shall only allow service

dogs trained to provide assistance to an individual with a disability, or dogs weighing 30 lbs. or less.

7.2 *Compliance With Laws.* Tenant shall conduct the Permitted Use in accordance with Applicable Laws.

ARTICLE 8

REPAIRS AND MAINTENANCE

8.1 *Landlord's Repair and Maintenance Obligations; Additional Obligations.*

(a) Landlord shall, at its sole cost and expense, perform the repairs and necessary replacements to the structural components and foundations, footings, roof, roof membrane, HVAC, and exterior surfaces of the exterior walls of all buildings, including doors, door frames, door checks, windows, window frames, utility lines, meters, pipes, conduits, fixtures, and other equipment and systems, sprinkler systems, gutters, and downspouts and keep such items in good order, condition and repair.

(b) In addition, and at its sole cost and expense, Landlord shall keep the interior, nonstructural portions of the Premises and all utility facilities and systems serving the Premises in good order, condition, and repair and shall make replacements necessary to keep the Premises and all such facilities and systems in such condition. Landlord shall, at its sole cost and expense, provide regular (but not less frequently than quarterly) maintenance, repair, or replacement (when necessary) of the heating, ventilating, and air conditioning equipment serving the Premises including, but not limited to, all rooms within the Premises ("**HVAC System**"). Landlord represents and warrants that the elevators, and all utility, mechanical, plumbing, and other systems serving the Premises, and the HVAC System, shall be and remain good operating condition and repair as of the date of occupancy by Tenant, through termination of this Lease. Landlord shall, at its sole cost and expense, pay for any replacements required for such systems.

(c) Landlord shall, at its sole cost and expense, provide landscape maintenance to maintain all landscape on the Premises.

(d) If any event of pest or vermin infestation is found in the Premises, Landlord shall, at its sole cost and expense, have a bonded, professional pest-and-sanitation control operator immediately remedy such event of infestation. In the event of a bed bug or similar infestation that impacts mattresses in the rooms located on the Premises, Landlord shall be responsible for replacing the impacted mattresses with new mattresses. Landlord shall, at its sole cost and expense, take such steps as may be necessary to keep the

Premises free of unreasonable nuisances and odors, other than as the same may be caused by Tenant, or Tenant Parties.

(e) Landlord shall, at its sole cost and expense, maintain the Laundry Facilities in good operating condition and repair, and shall promptly repair or replace any non-operational washers or dryers.

8.2 Tenant's Rights Non-Performance by Landlord. Tenant may give Landlord notice of such repairs or maintenance as may be required under the terms of Section 8.1, and Landlord shall proceed forthwith to effect the same with reasonable diligence, but in no event later than ten (10) days after having received notice (or such greater period of time as is reasonably necessary to complete such repairs or maintenance in the event such repairs or maintenance are not susceptible of completion within ten (10) days), provided that Landlord shall, following receipt of such notice from Tenant, promptly commence such repairs or maintenance and diligently prosecute the same to completion by no later than thirty (30) days after original notice. In the event of an emergency, Tenant has the right, but not the obligation, to undertake immediate repairs or maintenance work of such nature as would normally be Landlord's responsibility under this Lease and notify Landlord promptly after such repairs or maintenance work have been undertaken (including notice by telephone, to the extent reasonably practicable). If Landlord fails to repair or maintain any portion of the Premises that is Landlord's responsibility, within the periods set forth above (or such greater period of time as is reasonably necessary to complete the same, in the event that such repairs or maintenance are not susceptible of completion within such period, provided that following receipt of such notice from Tenant, Landlord promptly commences such repairs or maintenance and diligently prosecutes the same to completion), or in the case of any emergency as stated above, then Tenant may perform the repairs or maintenance and Landlord shall reimburse Tenant for the reasonable cost of such repairs or maintenance within fifteen (15) days following Landlord's receipt from Tenant of invoices or other reasonable evidence of the amount of such costs. Should Landlord fail to pay such amount as is owing in accordance with this Section within fifteen (15) days of receipt of invoice, Tenant may deduct and offset such amount (including interest at the "**Interest Rate**" (as hereinafter defined) from the time such expenditure was made by Tenant until paid by Landlord) from Rent, and any other monetary obligations of Tenant owing to Landlord under this Lease.

8.3 Damage Caused by Tenant. Landlord's insurance, as required in Article 9, shall include coverage for damage to the Premises caused by Tenant or Tenant Parties. If damage to the Premises in excess of \$10,000 is caused by Tenant or Tenant Parties, Landlord shall submit a claim for damage to its insurance. Any claims in excess of \$10,000 not submitted by Landlord to its insurance or below \$1,000 shall be the responsibility of Landlord, and Landlord shall promptly complete needed repairs. If a claim for damage to the Premises caused by the sole negligence, gross negligence or willful misconduct of Tenant

or Tenant Parties is denied, in whole or part, by Landlord's insurance, or is in excess of \$1,000 but less than \$10,000, Tenant shall be responsible for the cost of repair, up to the not to exceed sum of \$50,000 per claim, and in the aggregate. In such case, Landlord shall inform Tenant of the need for repair and shall submit a cost estimate and claim to Tenant including, but not limited to, the claim denial and all other supporting documentation from its insurance, as applicable. The claim must also include an accounting for any costs that will be covered by the Landlord's insurance. Any costs to be borne by Tenant shall not exceed \$50,000 in the aggregate during the Term of this Lease, shall not include betterments to the Premises, and shall be limited to the cost to restore the damaged portion(s) of the Premises to its prior condition, ordinary wear and tear excepted. Except in the case of an emergency, Landlord shall obtain Tenant's written consent prior to commencing any work that Landlord claims is subject to reimbursement by Tenant, and shall promptly complete all work following such consent. Landlord shall conduct its work on an open book basis, with its accounting records subject to Tenant review and audit as set forth in this Lease.

8.4 *Services Addendum.* Landlord shall, as part of the Rent, provide certain additional services required by Tenant for the Permitted Use, as set forth in the Services Addendum attached hereto as Exhibit "C" ("Additional Services"). Should Landlord fail to satisfactorily perform the Additional Services in accordance with the Services Addendum, Tenant shall have the right to terminate Landlord's performance of the Services Addendum, and Landlord shall reduce the Rent in an amount commensurate with the actual cost incurred by Tenant, including administrative costs to Tenant, to obtain a substitute provider(s) for the Additional Services. In such case, the parties shall amend this Lease to reflect the reduced Rent.

8.5 *Trash Services.* Landlord shall, at its sole cost and expense, provide for trash services at the Premises.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

9.1 *Landlord's Insurance.* Landlord, at its sole cost and expense, shall procure, pay for, and keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below:

(a) Comprehensive or commercial general liability insurance with coverage limits of not less than the combined single limit for bodily injury, personal injury, death, and property damage liability per occurrence in an amount of no less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, insuring against any and all liability of the insureds with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises or related to the exercise of any rights of Landlord under this Lease. All such liability insurance shall specifically

insure the performance by Landlord of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property under Section 9.5. Further, all such liability insurance shall include personal injury; blanket contractual, cross-liability, and severability of interest clauses; products/completed operations; broad-form property damage; independent contractors; owned, non-owned, and hired vehicles; and, if alcoholic beverages are served, sold, consumed, or obtained in the Premises, liquor law liability.

(b) Insurance covering all of the Premises (other than any Tenant's work, Tenant improvements, Alterations permitted under ARTICLE 6, trade fixtures, or personal property of Tenant or Tenant Parties from time to time in, on, or about the Premises), and other improvements comprising the Premises in an amount not less than their full replacement value from time to time, including replacement cost endorsement, providing protection against any peril included within the classification Fire and Extended Coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in an "All-Risks" standard insurance policy. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease has ceased and terminated under the provisions of Article 10.

(c) Automobile liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(d) Workers' compensation insurance providing statutory coverage with limits not less than \$1,000,000 per accident for bodily injury and property damage; and employer's liability with liability limits of \$1,000,000.

9.2 [Reserved]

9.3 *Policy Form.* All policies of insurance required under this Lease must be issued by insurance companies with general policyholder's rating of not less than an A- and a financial rating of not less than an AM Best rating of AVII, and which are admitted and qualified to do business in the State of California. All such policies (excluding worker's compensation and employer's liability) shall name Tenant, its directors, officials, officers, employees, agents and volunteers as additional insureds. Landlord shall deliver certificates of insurance to Tenant within thirty (30) days prior to the expiration of the term of each policy. All policies of insurance must contain a provision that the company writing the policy shall give Tenant thirty (30) days' prior written notice of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All policies shall be endorsed to read that such policies are primary policies with respect to Landlord's obligations under this Lease, and any insurance carried by Tenant shall be noncontributing with such policies. No policy shall have a deductible greater than twenty-five thousand dollars (\$25,000) unless approved in writing by the other party.

9.4 *Blanket Policies.* Despite anything to the contrary contained in this Article 9, the obligation to carry insurance may be satisfied by coverage under a so-called blanket policy or policies of insurance; provided that the coverage afforded shall not be reduced or diminished and the requirements set forth in this Lease are otherwise satisfied by such blanket policy or policies.

9.5 *Indemnity.* To the fullest extent permitted by law, Landlord shall indemnify, hold harmless, and defend Tenant from and against any and all claims, actions, demands, expenses, and liability whatsoever, including reasonable attorney fees, on account of any such real or claimed damage or liability and from all liens, claims, demands, expenses, and liability occurring within the Premises, arising from (i) the acts or omissions of Landlord or Landlord's Agents; (ii) any breach or default on the part of Landlord in the performance of any obligation under this Lease; or (iii) any accident, injury or damage in or about the Premises caused by Landlord or Landlord's Agents, or any condition on the Premises for which Landlord is responsible. Tenant shall promptly notify Landlord of any actions, proceedings, claims, or demands for which Tenant requests indemnification from Landlord. Landlord has the right to assume the entire control of the defense thereof, and Tenant and Tenant's Agents shall cooperate fully with Landlord in such defense at Landlord's cost. Landlord shall not be required to indemnify Tenant to the extent of the sole negligence, gross negligence or willful misconduct of Tenant or Tenant Parties. "**Agents**" means the employees, agents, officers, directors, licensees, contractors, and subcontractors of a party.

9.6 *Waiver of Subrogation.* Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents, arising from any liability, loss, damage, or injury caused by fire or other casualty for which property insurance is carried or required to be carried under this Lease. The insurance policies obtained by Landlord and Tenant under this Lease, or otherwise, shall contain endorsements waiving any right of subrogation that the insurer may otherwise have against the non-insuring party.

ARTICLE 10

DAMAGE/DESTRUCTION

10.1 *Landlord's Obligation to Rebuild Premises.* On any damage due to fire or other casualty, Landlord shall, at its expense, restore the Premises (including tenant leasehold improvements but excluding Tenant's trade fixtures, inventory, and other personal property), the building in which the Premises are located ("**Building**"), and all improvements to substantially their condition prior to such casualty. Landlord shall undertake such restoration with due diligence and in any event shall commence restoration within 60 days after such casualty and

complete such restoration within 180 days after such casualty. The dates by which Landlord is to begin and complete said repairs or restoration may be deferred to the extent due to an event of Force Majeure. Despite the cause of any delay, the restoration shall be completed within 270 days after the fire or casualty.

10.2 *Destruction of Premises.* Despite the foregoing, if the Premises are totally or substantially destroyed, Landlord and Tenant shall each have the right to terminate this Lease; provided that if Landlord elects to terminate, such cancellation shall be of no force and effect if Tenant gives Landlord written notice within thirty (30) days after receipt of Landlord's notice of termination that Tenant elects to renew this Lease under Article 3 above. On any such renewal, this Lease shall remain in full force and effect, and the Premises shall be restored in accordance with the terms and conditions of this Article 10. In each case, the termination right may be exercised by the terminating party giving written notice to the other party within thirty (30) days after the date of destruction. If Landlord terminates this Lease pursuant this Section 10.2, then on Landlord's receipt of any insurance proceeds payable by reason of such destruction, Landlord shall pay to Tenant from such proceeds an amount equal to the unamortized book value of Tenant's leasehold improvements paid for by Tenant, if any, and Tenant's fixtures and equipment that are not capable of removal from the Premises, reduced by the amount of proceeds of any insurance carried by Tenant on such items under Article 9. Tenant may determine that the Premises are substantially destroyed, and may elect to terminate this Lease, if the Premises are not suitable for the Permitted Use, as determined in Tenant's sole discretion.

10.3 *Distribution of Proceeds.* In the event of the termination of this Lease under this Article 10, any proceeds from insurance carried under Article 9 and all insurance covering any Tenant leasehold improvements, but excluding proceeds for trade fixtures, signs, and other personal property, shall be disbursed and paid to Landlord. In the event that this Lease is not terminated, the proceeds of the property insurance described in Article 9 applicable to any Tenant leasehold improvements shall be promptly made available and released to Tenant, and the proceeds of the property insurance described in Article 9 applicable to the Premises (other than the nonstructural improvements installed by Tenant) shall be promptly made available and released to Landlord.

10.4 *Abatement.* In the event of repair, reconstruction, and restoration, as provided in this Article 10, Rent payable under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired during the remainder of the period of repair, reconstruction, and restoration. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises or the building of which the Premises are a part, Tenant's personal property, or any

inconvenience or annoyance occasioned by such damage, repair, reconstruction, or restoration.

ARTICLE 11

CONDEMNATION

11.1 *Taking*. “**Taking**,” as used in this Article 11, means an appropriation or taking under the power of eminent domain by any public or quasi-public authority or a voluntary sale or conveyance in lieu of condemnation but under threat of condemnation.

11.2 *Total Taking*. In the event of a Taking of the entire Premises, this Lease shall terminate and expire as of the date possession is delivered to the condemning authority and Landlord and Tenant shall each be released from any liability accruing under this Lease after the date of such termination, but Rent for the last month of Tenant’s occupancy shall be prorated and Landlord shall refund to Tenant any Rent paid in advance.

11.3 *Partial Taking*. If there is a Taking of (a) more than 25 percent (25%) of the Premises; or (b) a portion of the Premises and, regardless of the amount taken, the remainder of the Premises is not suitable for the Permitted Use as determined in Tenant’s sole discretion, then Tenant may terminate this Lease, as of the date Tenant is required to vacate a portion of the Premises, on giving notice in writing of such election to the Landlord within thirty (30) days after receipt by Tenant from Landlord of written notice that a portion of the Premises has been so appropriated or taken.

11.4 *Award*. The entire award or compensation in any such condemnation proceeding, whether for a total or partial Taking, for diminution in the value of Landlord’s reversionary interest in the Premises shall belong to and be the property of Landlord, and Tenant shall be entitled to that portion of the award payable in connection with such Taking attributable to diminution in value of Tenant’s leasehold, damage to Tenant’s operations and loss of goodwill, and Tenant’s relocation costs.

11.5 *Continuation of Lease*. In the event of a Taking, if Landlord and Tenant elect not to terminate this Lease as provided above (or have no right to so terminate), Landlord agrees, at Landlord’s cost and expense as soon as reasonably possible after the Taking, to restore the Premises (to the extent of the condemnation proceeds) on the land remaining to a complete unit of like quality and character as existed prior to the Taking and, thereafter, Rent shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining.

ARTICLE 12

ASSIGNMENT; SIGNAGE

12.1 *Permitted Assignment.* Tenant may, as part of the Permitted Use, make the rooms located on the Premises available to Occupants. Tenant may grant licenses without Landlord's consent. In addition, Tenant may assign this Lease to another public entity, affiliated non-profit entity, or a consultant of Tenant.

12.2 *Signage.* Tenant shall have the right to install and utilize throughout the Term such exterior or interior signage on the Premises as may be desirable or necessary for the Permitted Use. Exterior signage must be legally permitted, as necessary, and upon termination of the Lease must be removed at Tenant's expense. Landlord agrees that Tenant may display on or about the Premises temporary signs or banners to be supplied by Tenant.

ARTICLE 13

LANDLORD'S ACCOUNTING RECORDS

13.1 *Landlord's Accounting Records; Tenant's Audit Rights.* Landlord shall keep complete, accurate accounting books and records with respect to any costs Landlord alleges are attributable to Tenant or Tenant Parties and shall retain such accounting books and records and reasonable supporting documentation for at least two (2) years from the end of the period to which they are applicable. Tenant may at any reasonable time during normal business hours, on ten (10) days' prior notice to Landlord, cause a complete audit to be made of such accounting books, records, and other materials that Landlord is required to retain for all or any part of the two (2) years immediately preceding the giving of such notice. Tenant may require Landlord to produce such information about such accounting books and records as is necessary for a proper examination and audit thereof and to make such books and records available to Tenant for examination and audit. Any such audit shall be conducted in a manner so as to minimize interference with Landlord's business operations.

ARTICLE 14

DEFAULTS BY TENANT

14.1 *Events of Default.* Should Tenant at any time be in default with respect to any payment of Rent, or any other charge payable by Tenant under this Lease for a period of ten (10) business days after written notice from Landlord to Tenant, or should Tenant be in default in the prompt and full performance of any other of its promises, covenants, or agreements contained in this Lease (excepting obligation to pay rent) for more than sixty (60) days after written notice from Landlord to Tenant specifying the particulars of the default,

then Landlord may treat the occurrence of any one (1) or more of the foregoing events as a breach of this Lease. Notwithstanding the foregoing, if the default cannot be rectified or cured within such sixty (60)-day period, but Tenant has, within such period, commenced to rectify or cure the default and is diligently and continuously prosecuting the same to completion, the default shall be deemed to be rectified or cured, and Tenant shall not be in breach of this Lease.

14.2 In the case of Tenant's breach of this Lease, and prior to exercise by Landlord of any right specified in Section 14.4 below, the parties shall hold at least one (1) informal meeting or mediation, including, at minimum, Landlord, Tenant and Tenant's legal counsel, to develop a plan for Tenant to cure any breach of this Lease, including a reasonable timeframe for Tenant to implement such plan.

14.3 Should Tenant fail to implement the plan to cure its breach, developed pursuant to Section 14.2 above, in addition to any or all other rights or remedies of Landlord provided by law (but not including damages or relief provided under California Civil Code §1951.2), Landlord has the right, at Landlord's option, subject to Applicable Law, on at least sixty (60) business days' prior notice to Tenant, (a) to declare the Term ended and to reenter and take possession of the Premises and remove all persons therefrom and Tenant agrees in advance to reimburse Landlord for any reasonable expense incurred in removing the Occupants; or (b) without declaring this Lease terminated and without terminating Tenant's right to possession, to reenter the Premises and occupy the whole or any part for and on account of Tenant and to collect any unpaid rentals and other charges that have become payable or which may thereafter become payable; or (c) even though it may have reentered the Premises as provided in subclause (b) above, to thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

14.4 *Landlord Remedies.* Should Landlord elect to terminate this Lease under the provisions of Section 14.3(a) or (c) above, Tenant shall vacate and surrender the Premises and Tenant's obligation to pay rent that would become due after the date of termination ("**Future Rent**") shall cease, the parties further acknowledging that Landlord has no right under the Lease to accelerate Rent (*i.e.*, declare Future Rent to be immediately due and payable). Should Landlord elect not to terminate this Lease under the provisions of Section 14.3(b), Landlord has the remedy described in California Civil Code §1951.4 (Landlord may continue the Lease in effect after Tenant's breach and recover rent as it becomes due). ON REPOSSESSING THE PREMISES, LANDLORD SHALL USE REASONABLE EFFORTS TO MITIGATE DAMAGES AND RELET THE DEMISED PREMISES AT THE HIGHEST RENT AND ON THE BEST TERMS AVAILABLE TO LANDLORD. LANDLORD SPECIFICALLY DISCLAIMS, WAIVES, AND DISAVOWS ANY STATUTORY, CONTRACTUAL, OR COMMON LAW LIEN, IF ANY, ATTACHING OR RELATING TO TENANT OR TENANT

PARTIES' PERSONAL PROPERTY, INCLUDING ALL EQUIPMENT, FURNITURE, OR TRADE FIXTURES.

ARTICLE 15

DEFAULTS BY LANDLORD

15.1 *Landlord's Default.* Should Landlord at any time be in default with respect to any payment of any amount payable by Landlord under this Lease for a period of ten (10) business days after written notice from Tenant to Landlord, or should Landlord fail to perform any other covenant, provision, or condition contained in this Lease on its part to be performed within thirty (30) days after written notice of default (or if more than thirty (30) days is required because of the nature of the default, if Landlord fails to diligently proceed to commence to cure the default after written notice), then Tenant has all rights and remedies at law and in equity including the right to cure any such default. Landlord shall reimburse Tenant for the reasonable cost of curing Landlord's default within fifteen (15) days following receipt from Tenant of invoices or other reasonable evidence of the amount of such costs. Should Landlord fail to pay Tenant any amount due Tenant within fifteen (15) days following receipt of Tenant's invoices or other evidence (if Landlord does not institute a reference proceeding disputing such cure), Tenant may, despite anything to the contrary contained in this Lease, deduct and offset such amount (including interest at the Interest Rate from the time of Tenant's expenditure until repaid) from any monetary obligation of Tenant owing Landlord hereunder. Any amount due from Landlord to Tenant shall bear interest at the Interest Rate from the date due until paid. All rights, options, and remedies of Tenant contained in this Lease must be construed and held to be cumulative, and no one of them is exclusive of the other, and Tenant has the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether or not stated in this Lease. Tenant's failure to insist on strict performance of any term, covenant, or condition of this Lease or to exercise any right or remedy it has shall not be deemed a waiver or relinquishment for the future of such performance, right, or remedy unless in writing signed by Tenant. No waiver by Tenant shall constitute a waiver of any subsequent breach.

15.2 *Applicable Timeframes.* In the case of any conflict between Section 15.1 and Section 8.2, Section 8.2 shall govern.

ARTICLE 16

TITLE AND QUIET ENJOYMENT

16.1 *Landlord's Title Warranty.* Landlord represents and warrants that it is the owner of fee simple title to the Premises, including the land and all improvements, equipment, fixtures, and all other personal property appertaining

thereto, free and clear of all tenancies, occupancies, restrictions, covenants, easements, liens, encumbrances, and any other exceptions.

16.2 *Quiet Enjoyment.* Tenant shall peaceably and quietly hold and enjoy the Premises from and after delivery thereof to Tenant without disturbance, hindrance, or ejection by Landlord, Landlord's Agents, or any party claiming under or through Landlord, and Landlord shall defend Tenant's right to such use and occupancy.

ARTICLE 17

SUBORDINATION, ATTORNMENT, AND ESTOPPEL CERTIFICATE

17.1 *Subordination to Loans; Non-disturbance Agreements.* If the Premises are, as of the date of this Lease, subject to the lien of any mortgage or deed of trust, then Landlord shall provide Tenant with an agreement ("**Non-disturbance Agreement**") executed by such lienholder ensuring Tenant's right to possession of the Premises and other rights granted under this Lease in accordance with this Lease's terms and conditions and recorded with the applicable county recorder's office. Landlord represents and warrants that, as of the Effective Date, there is no mortgage or trust deed, except Loan number 443010000 with Heritage Bank of Commerce. Landlord represents and warrants that, as of the Effective Date, there is no prime lease, or ground lease encumbering the Premises.

17.2. *Attornment.* In the event of the exercise of the power of sale under any lien encumbering the Premises or in the event any proceedings are brought for foreclosure under any such lien, provided Tenant has previously received an executed Non-disturbance Agreement from the lienholder in accordance with Section 17.1 above, Tenant shall attorn to the purchaser on any foreclosure or sale and recognize the purchaser as Landlord under this Lease, provided that the purchaser shall acquire and accept the Premises subject to this Lease.

ARTICLE 18

ENVIRONMENTAL MATTERS

18.1 *Landlord's Obligations.* Landlord covenants, represents, and warrants that as of the Commencement Date and delivery of the Premises to Tenant, the Premises shall not contain any "**Hazardous Materials**" (as hereinafter defined) in such quantity as would constitute a violation of Applicable Laws or would adversely affect Tenant's use or occupancy of the Premises for the Permitted Use, or access to or parking serving the Premises. Landlord shall not incorporate or permit or suffer to be incorporated, knowingly or unknowingly, any material containing any Hazardous Materials into the Premises. Landlord shall prevent any action by any person other than Tenant or any of Tenant Parties that would cause the Premises to be in violation of Applicable Laws

relating to Hazardous Materials, or would subject the Premises to any remedial obligations under such Applicable Laws. In the event Hazardous Materials are or become located in, on, under, or about the Premises, other than as a result of the acts or omissions of Tenant or Tenant Parties, Landlord shall remediate such contamination, at no cost to Tenant, on discovery of such contamination. If Hazardous Materials are discovered in, on, or about the Premises (without regard to whether Landlord caused such Hazardous Materials to be installed therein) prior to the Commencement Date, then Landlord, at its sole cost and expense, shall remove the Hazardous Materials and deliver to Tenant (a) a clearance certificate from the applicable governmental jurisdiction (or, if no governmental jurisdiction issues such certificate, then from a state-certified asbestos consultant or state-licensed industrial hygienist) certifying the complete removal thereof; and (b) a clean air certificate from a state-certified asbestos consultant or state-licensed industrial hygienist certifying that the ambient air in the Premises is within all applicable regulatory levels for use without protective measures (collectively, "**Remediation Work**") at least ten (10) days prior to the anticipated Commencement Date. If Hazardous Materials are discovered in, on, or about the Premises on or after the Commencement Date and such Hazardous Materials were not placed therein by Tenant or Tenant Parties, then Tenant has the right to vacate the Premises and Landlord shall, at its sole cost and expense, promptly perform all Remediation Work and repair or replace all improvements damaged by the Remediation Work. All Rent shall abate from the date on which the Hazardous Materials are discovered until the date on which the Remediation Work is complete and all damaged improvements are repaired or replaced. Landlord shall immediately notify Tenant in reasonable detail of any existing, pending, or threatened regulatory action, third party claims, or contamination relating to Hazardous Materials, resulting other than from the acts or omissions of Tenant or any of Tenant Parties. Landlord shall indemnify, defend, and hold Tenant harmless from and against any and all damages, claims, actions, penalties, demands, losses, liabilities, costs, or expenses (including reasonable attorney fees and expenses) arising out of or in connection with the presence of Hazardous Materials in, on, under, or about the Premises that are not caused to be so present as a result of the acts or omissions of Tenant or Tenant Parties. The obligations of Landlord under the immediately preceding sentence shall survive the expiration of the Term or earlier termination of this Lease. As used in this Lease, "**Hazardous Material**" means any asbestos, petroleum product or byproduct, or hazardous or toxic substance, material, or waste that is or becomes regulated by any local government authority, the State of California, or the United States.

18.2 *Hazardous Materials.* Tenant, at its sole cost and expense, shall comply with all Applicable Laws relating to the storage, use, handling, and disposal of Hazardous Materials. Tenant shall immediately notify Landlord and provide to Landlord a copy or copies of any environmental entitlements or inquiries related to the Premises. The cleanup and disposal of any Hazardous Materials located or released onto or about the Premises by Tenant or its agents,

contractors, or employees shall be performed by Tenant at Tenant's sole cost and expense and shall be performed in accordance with all Applicable Laws under a site assessment and removal/remediation plan prepared by a licensed and qualified geotechnical engineer and submitted to and approved in writing by Landlord prior to the commencement of any work. Despite any other term or provision of this Lease, Tenant shall permit Landlord or Landlord's agents or employees to enter the Premises at any time, on reasonable notice, to inspect, monitor, or take emergency or long-term remedial action with respect to Hazardous Materials on or affecting the Premises or to discharge Tenant's obligations under this Section 18.2 with respect to such Hazardous Materials when Tenant has failed, after written demand by Landlord and the expiration of the applicable cure period, to do so. All reasonable out-of-pocket costs and expenses incurred by Landlord in connection with performing Tenant's obligations under this Lease shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written reimbursement request.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 *Notices.* Every notice, demand, or request (collectively, "**Notice**") required under this Lease or by law to be given by either party to the other must be in writing. Notices must be given by personal service or by United States certified or registered mail, postage prepaid, return receipt requested, or by telegram, mailgram, or same-day or overnight private courier, addressed to the party to be served at the address indicated in Article 1 or such other address as the party to be served may from time to time designate in a Notice to the other party. Copies of any Notice may be sent to the addresses, if any, designated for service of copies of Notices in Article 1.

19.2 *Force Majeure.* Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, material acts of God (such as a tornado or earthquake), industry-wide inability to procure labor or materials or reasonable substitutes therefor, pandemics (excluding the COVID-19 pandemic), extraordinary governmental restrictions, regulations, or controls, judicial orders, enemy or hostile governmental action, terrorism, civil commotion, fire, or other casualty, "**Severe Weather**" (as hereinafter defined), and other similar causes (except financial) beyond the reasonable control of the party obligated to perform (each of the foregoing events is referred to as an event of Force Majeure) shall excuse the performance by that party for a period equal to the prevention, delay, or stoppage; provided that Force Majeure shall not excuse the obligations imposed with regard to Rent to be paid by Tenant under this Lease except when (a) the Commencement Date is delayed by reason of Force Majeure, or (b) such payment is excused under other provisions of this Lease. However, no delay shall be excused by this section unless (i) the delayed party notifies the other party in writing of the delay within three (3) business days of the event giving rise

to such delay; (ii) the delayed party has exhausted all other resources available at reasonable costs to avoid such delay; and (iii) the delayed party diligently pursues completion of the activity that was delayed. “**Severe Weather**” means weather that a reasonable person would find unusual and unanticipated at the time of the scheduling of the activity based on recent weather patterns for the period in question in the vicinity of the Premises; provided that the delayed party delivers to the other party, on request, reasonable documentation from an unbiased weather authority substantiating such claim. Despite anything to the contrary in this Lease, under no circumstances shall Force Majeure extend the time for performance of any obligation by more than three (3) months. Delays related to the current COVID-19 pandemic shall not constitute a Force Majeure event, and shall not be excused under this provision.

19.3 *No Confidentiality.* Landlord acknowledges that Tenant is a public entity and as such is subject to the Public Records Act, Freedom of Information Act and related public disclosure laws.

19.4 *Termination and Holding Over.* On the expiration or earlier termination of the Term, Tenant shall peaceably and quietly surrender the Premises broom-clean and in good order and state of repair (excepting Landlord’s obligations under this Lease), reasonable wear and tear and any damage to the Premises that Tenant is not required to repair under Articles 10–11 and any damage(s) that exceeds the maximum aggregate repair cost limit set forth in Section 8.3 excepted. Tenant shall have the right, but not the obligation, to remove from the Premises Tenant’s trade fixtures, furniture, equipment, signs, improvements, additions, and Alterations, if any, to the extent such items are not permanently affixed to the Premises, and immediately repair any damage occasioned to the Premises by reason of such removal so as to leave the Premises in a neat and clean condition. At Landlord’s election, any property left in the Premises by Tenant for fifteen (15) days after the expiration or earlier termination of the Term shall become the property of Landlord without any cost to Landlord. Should Tenant hold over in the Premises beyond the expiration or earlier termination of this Lease, the holding over shall not constitute a renewal or extension of this Lease or give Tenant any rights under this Lease. In such event, Tenant’s occupancy shall be considered a tenancy from month to month (terminable on thirty (30) days’ notice by either party) subject to all of the terms and conditions in this Lease, except that Rent shall be an amount equal to 110 percent (110%) of the sum of Rent that was payable by Tenant for the twelve (12)-month period immediately preceding the expiration or earlier termination of this Lease.

19.5 *Prevailing Wage Laws.*

(a) Landlord is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”). Any

Landlord Improvements that involve construction work and that are completed pursuant to a contract entered into following the Effective Date, or pursuant to plans, specifications or criteria provided by the Tenant including, but not limited to the in-room fire sprinkler improvements, are subject to the payment of prevailing wages in accordance with California Labor Code section 1702.2, and California Labor Code section 1770, et. seq.

(b) If any other work under this Lease is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Landlord agrees to fully comply with such Prevailing Wage Laws, including, along with subcontractors, being registered with the Department of Industrial Relations, as applicable (Labor Code §§ 1725.1; 1771.1). It shall be mandatory upon Landlord and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code §§ 1771; 1774; 1775), employment of apprentices (Labor Code § 1777.5), certified payroll records (Labor Code §§ 1771.4; 1776), hours of labor (Labor Code §§ 1813; 1815) and debarment of contractors and subcontractors (Labor Code § 1777.1). Such work may be subject to compliance monitoring and enforcement. Landlord shall defend, indemnify and hold the Tenant, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

19.6 Miscellaneous Provisions.

(a) Any waiver by either party of a breach by the other party of a covenant of this Lease shall not be construed as a waiver of a subsequent breach of the same covenant.

(b) It is understood that there are no oral or written agreements or representations between the parties of this Lease affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements, and understandings, if any, between Landlord and Tenant. No provision of this Lease may be amended except by an agreement in writing signed by Landlord and Tenant.

(c) This Lease is governed by and construed in accordance with the laws of the State of California without giving effect to the choice of law provisions thereof. Venue shall be in Contra Costa County.

(d) Subject to the terms of this Lease, all rights and obligations of Landlord and Tenant under this Lease extend to and bind the respective heirs, executors, administrators, and the permitted concessionaires, successors, subtenants, and assignees of the parties.

(e) If Tenant or Landlord is a corporation, partnership, or limited liability company, then each individual executing this Lease on behalf of the corporation,

partnership, or limited liability company (in his or her representative capacity only) represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation, partnership, or limited liability company and that this Lease is binding on the corporation, partnership, or limited liability company.

(f) Each party represents and warrants that it has not had any dealings with any realtors, brokers, or agents in connection with the negotiation of this Lease.

(g) Except where another rate of interest is specifically provided for in this Lease, any amount due from either party to the other under this Lease that is not paid when due shall bear interest at the rate per annum ("**Interest Rate**") equal to the prime interest rate published from time to time by the Wall Street Journal plus two (2) percentage points (but in no event to exceed the maximum lawful rate) from the date such amount was originally due to and including the date of payment.

(h) Each party to this Lease shall pay all costs for work performed by or on account of it and shall keep the Premises free and clear of mechanics liens or any other liens. Each party shall give the other party immediate notice of any lien filed against the Premises as a result of any work of improvement performed by or on behalf of such party. Such party shall immediately cause any lien to be discharged or removed of record by either paying the amount thereof or recording a statutory lien release bond in an amount equal to 150 percent (150%) of the amount of said lien, or such other amount as may be adequate to cause the lien to be released as an encumbrance against the Premises. Each party shall indemnify, defend, and hold harmless the other from and against any and all costs, losses, liabilities, claims, demands, and expenses (including reasonable attorney fees and expenses) arising as a result of any mechanics, material suppliers, or other lien filed against the Premises in connection with any labor, materials, or services furnished or claimed to have been furnished on behalf of the indemnifying party.

(i) Landlord and Tenant desire and intend that any disputes arising between them, with respect to or in connection with this Lease, be subject to expeditious resolution in a court trial without a jury. THEREFORE, TO THE EXTENT NOW OR HEREAFTER PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM, OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING, OR OTHER HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW,

STATUTE, REGULATION, CODE, OR ORDINANCE, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

LANDLORD'S INITIALS

TENANT'S INITIALS

(j) Landlord agrees and consents to the recordation of this Lease .

(k) Landlord, its agents, contractors and employees may enter the Premises during normal business hours (i) to examine the Premises; (ii) to perform any obligation or exercise any right or remedy of Landlord under this Lease; (iii) to conduct maintenance and make repairs; (iv) to cure any Tenant default (after Landlord has provided Tenant notice and an opportunity to cure such default under Article 14); (v) to perform work necessary to comply with Applicable Laws or of any insurance underwriter; and (vi) to perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises.

Landlord shall notify Tenant's on-site personnel or consultant prior to or upon such entry. In exercising its right of entry, Landlord shall not interfere with the Permitted Use, nor unreasonably disturb any Occupants.

(l) If any one or more of the provisions contained in this Lease shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Signatures on Following Page]

**SIGNATURE PAGE
TO MASTER LEASE BETWEEN
RUDRAM LLC AND THE CITY OF ANTIOCH**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date last set forth below.

LANDLORD:

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

TENANT:

CITY OF ANTIOCH

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT "A"

DESCRIPTION OF THE PREMISES



Pertinent subject property information is noted below:

PROPERTY INFORMATION	
Site Address(es)	515 East 18th Street, Antioch, Contra Costa County, California 94509
Property ID (APN or Block/Lot)	065-143-018, 065-143-019
Location	North side of East 18th Street
Property Type	Hospitality
SITE AND BUILDING INFORMATION	
Approximate Site Acreage/Source	0.72/Assessor
Number of Buildings	One
Building Construction	1964/Assessor
Date(s)/Source	
Building Square Footage (SF)/Source	11,040/Assessor
Number of Floors/Stories	Two
Basement or Subgrade Area(s)	None identified

EXHIBIT "B"

AERIAL VIEW OF PROPERTY



EXHIBIT B-1

EXHIBIT C

SERVICES ADDENDA

This Services Addenda ("Services Addenda") is part of and made in reference to that certain Master Lease Agreement ("Lease") entered into between the City of Antioch ("Tenant") and Rudram LLC ("Landlord"). The Services to be provided under this Services Addenda include ("Services"):

(a) Prompt response to emergency maintenance requests, such as for clogged toilets.

(b) Provide linens and towels for each room. Linens and towels shall be in good condition.

(c) Wash towels and sheets weekly; provide clean linens to rooms weekly, provide supplies as needed.

(d) Cleaning of rooms when Occupants, as defined in the Lease, move out.

Landlord shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in California, and consistent with all applicable laws. Landlord represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City business license, and such licenses and approvals shall be maintained throughout the term of this Agreement. Landlord shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services.

Landlord shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Landlord shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis.

EXHIBIT D

MEMORANDUM OF LEASE

**Recording Requested By, and
When Recorded, Return to:**

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

No fee for recording pursuant to
Government Code Section 27383

Use Space Above this Line

MEMORANDUM OF MASTER LEASE

This MEMORANDUM OF MASTER LEASE ("**Memorandum**"), dated to be effective as of _____, 2022, is entered into by and between Rudram LLC ("**Landlord**") and the City of Antioch ("**Tenant**").

1. Grant of Lease; Term. Landlord leases to Tenant, and Tenant leases from Landlord, those certain premises in the City of Antioch, County of Contra Costa, State of California more particularly described on **Exhibit A** attached hereto and incorporated herein ("**Premises**"), for an initial term of two (2) years, with an option for Tenant to extend for two additional two (2) year periods, and for such additional periods as may be agreed upon by the parties, subject to the provisions of that certain Master Lease between the parties hereto, dated _____, 2022 ("**Lease**"). The provisions of the Lease are incorporated herein by this reference.

3. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.

4. Miscellaneous. The parties have executed this Memorandum of Lease as of the date first set forth above on the dates and at the places indicated in their acknowledgments below.

EXHIBIT D

5. Termination. When the Lease expires or is terminated, Tenant and Landlord shall execute and deliver a termination of this Memorandum in form for recordation.

LANDLORD:

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

TENANT:

CITY OF ANTIOCH

By: _____
Name: _____
Its: _____
Date: _____

*** Signatures must be notarized**

EXHIBIT E

BOOKING LANGUAGE

For Use by Landlord

Because government funds may apply to future development or operations on the Premises, the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, Government Code 7260 et seq. or the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (collectively, the "Relocation Laws") may apply to the Premises. Any hotel reservation at this property, including reservations for periods beyond 29 days, will not constitute an establishment of residency for the purposes of eligibility for relocation assistance per the requirements of the Relocation Laws. Guest certifies the Executive Inn is not his/her primary and permanent place of residence and that by choosing to occupy this property, Guest will not be eligible for, and hereby waives any right to claim, relocation payments or assistance under the Relocation Laws. Guest acknowledges it may be required to relocate temporarily or permanently from the property and that if Guest's rent is increased as a result of such relocation, Guest will not be reimbursed for any such rent increases or any costs or expenses incurred in connection with a move. The foregoing shall apply to the fullest extent permitted by law.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager *RBM*

SUBJECT: Unhoused Resident Services – Supportive Services for the City of Antioch’s Non-Congregate Bridge Housing Program Located at 515 East 18th Street

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution authorizing the City to enter into an agreement with Bay Area Community Services (BACS) for supportive services associated with the City’s Non-Congregate Bridge Housing Program located at 515 East 18th Street.

FISCAL IMPACT

The total not to exceed expenditure is \$2,563,990 over a two year period to be paid from \$3.1M in American Rescue Plan Act (ARPA funds) for support services allocated by the City Council on April 12, 2022.

DISCUSSION

The City of Antioch aims to establish a Non-Congregate Bridge Housing (NCBH) Program. The goals of the program are to 1) provide participants with a safe place to stay; 2) connect participants with community, mainstream, and personal resources based on individual need; and 3) assist participants in transitioning to more stable or permanent housing.

The NCBH Program will be overseen by the City of Antioch, in alignment and coordination with Contra Costa County’s homelessness response system. Participation in the Contra Costa County Continuum of Care (CoC) and Coordinated Entry System will allow the provider to leverage permanent housing resources available through the CoC.

At this time, the City seeks to enter into an agreement with BACS, an experienced community-based provider. BACS was selected following a competitive solicitation process and was top ranked for their experience in trauma informed care and community based philosophy. BACS emphasizes housing first with a supportive services approach

that is rooted in health and wellness. Skill building and problem solving with participants are central to their work.

BACS will provide supportive services to adults experiencing unsheltered homelessness in a non-congregate bridge housing setting located at 515 East 18th Street in Antioch, CA. The contract period is for two (2) years, with an option for up to two additional two-year extensions.

NCBH will serve adult households (without children) in the City of Antioch who are unhoused, particularly adults who are currently staying in outdoor locations, in a vehicle, or in other unsheltered situations and places not meant for human habitation. The primary source of referrals for NCBH will be via City's Departments. This program is intended to serve individuals who are currently unsheltered. Once in NCBH, the primary program goal is to assist as many participants as possible to secure stable housing.

ATTACHMENTS

- A. Resolution
- B. Agreement
- C. Two Year Budget
- D. Non-Congregate Bridge Housing Program Description

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE CITY TO ENTER INTO AN AGREEMENT WITH BAY AREA COMMUNITY
SERVICES (BACS) FOR SUPPORT SERVICES ASSOCIATED WITH THE CITY'S
NON-CONGREGATE BRIDGE HOUSING PROGRAM AT THE EXECUTIVE INN
LOCATED AT 515 EAST 18TH STREET**

WHEREAS, the City of Antioch is seeking to pursue strategies that both respond to the needs of Antioch's unhoused residents and community concerns about homeless encampments;

WHEREAS, the City previously solicited a Request for Proposals for Non-Congregate Bridge Housing Program Services and Bay Area Community Services (BACS) is the number one ranked respondent;

WHEREAS, the Executive Inn, located at 515 East Eighteenth Street, is the future site of the City of Antioch Non Congregate Bridge Housing Program;

WHEREAS, the City Council acknowledges the critical role of the Continuum of Care and Contra Costa County's Health, Housing, and Homeless (H3) Services Program in pursuing viable approaches to unhoused resident needs; and

WHEREAS, the consensus of the City Council is for the City of Antioch to initiate housing opportunities within city limits in coordination with H3.

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

1. The City to enter into an agreement with Bay Area Community Services to provide critical supportive services for the City Non-Congregate Bridge Housing Program in a form approved by the City Attorney.
2. Expenditure of a sum not to exceed \$2,563,990 for an initial term of two years to be paid from \$3.1M in American Rescue Plan Act (ARPA funds) specified for this purpose by the City Council on April 12, 2022.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

**TRANSITIONAL HOUSING PROGRAM SERVICES AGREEMENT
BETWEEN
THE CITY OF ANTIOCH AND
BAY AREA COMMUNITY SERVICES, INC.**

THIS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 202__ ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Bay Area Community Services, Inc., a California nonprofit corporation with its principle place of business at _____ ("**Contractor**"). City and Contractor individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

The City desires to provide for transitional housing program services to benefit persons in the City struggling with unsheltered homelessness (the "**Program**"). The City desires to engage Contractor to provide services for the Program as further detailed in this Agreement and the attachments hereto. Contractor is a non-profit entity with experience in successfully providing the services required for the Program for public agencies. The Program may be funded, in whole or in part, with Coronavirus Local Fiscal Recovery Funds, as further detailed herein, and Contractor shall comply with all requirements related to such funding.

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

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

1.2 Standard of Performance. Contractor represents that it is experienced in providing these Services to public clients and is familiar with the Program, and the plans and needs of City. Contractor shall perform all Services required pursuant to this Agreement in a good and workmanlike manner and in accordance with the highest professional standards.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its

sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.3.1 If required by the City, and to the extent permitted by law, Contractor shall ensure that criminal background checks are completed prior to engagement of any Contractor employee, director, officer, agent, subcontractor, or volunteer on performance of any sensitive Services under this Agreement, as determined by the City.

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

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$2,563,990 over a two year period, notwithstanding any contrary indications that may be contained in Contractor's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing Services; and,
- Contractor's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, according to the Two Year Budget attached as Exhibit B and incorporated herein by reference, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Contractor.

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

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

2.4 Hourly Fees. Fees for work performed by Contractor shall not exceed the amounts shown in Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses shall be identified in Exhibit B, and shall not exceed \$913,500 over the two year term. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

Contractor shall operate the Program at leased facilities provided by the City, and the City shall furnish physical facilities required for Program operation, as determined by the City, at such leased facilities, all as further described in Exhibit A.

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

3.1 Equipment Purchase.

3.1.1 Prior authorization, in writing, by City shall be required before Contractor enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services for which Contractor intends to seek reimbursement from City. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

3.1.2 City may require three competitive quotations with the request for such purchase, or the absence of bidding must be adequately justified.

3.1.3 Any equipment purchased as a result of this Agreement is subject to the following:

Contractor shall maintain, and provide to the City upon request, an inventory of all nonexpendable property having a useful life of at least one year.

Title to all property shall vest in the name of the City. During the term of this Agreement, Contractor shall be responsible for the protection, maintenance and preservation of all such property held in custody for the City. Contractor shall, upon expiration or termination of this Agreement, deliver to the City all such property, and documents evidencing title to same, as applicable. In the case of lost or stolen items or equipment, Contractor shall immediately notify the City Administrator, and shall complete any reports or follow such other procedures regarding lost or stolen items or

equipment as required by the City.

3.1.4 Contractor shall comply with all other requirements of the City regarding supplies and equipment procured under this Agreement as may be set forth in Exhibit A, or in any policies or procedures developed pursuant to this Agreement.

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

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

4.3 Sexual/Abuse insurance. If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides case management services, or provides housing services to vulnerable groups (i.e., homeless persons), Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES.

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

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

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

SECTION 6. STATUS OF CONTRACTOR.

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

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

SECTION 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with

all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

7.7 Federal Requirements. Coronavirus Local Fiscal Recovery Funds (“CLFRF”) may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

(a) Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury’s Final Rule, and CLFRF reporting requirements, as applicable (collectively, the “CLFRF Compliance Requirements”). The CLFRF Compliance Requirements are expressly incorporated herein by reference.

(b) C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(c) Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination; Suspension.

8.1.1 City may cancel this Agreement at any time and without cause upon thirty (30) days' written notification to Contractor.

Contractor may cancel this Agreement for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In addition, Contractor may cancel this Agreement without cause upon one hundred twenty (120) days' written notification to City.

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

8.1.2 City shall may temporarily suspend this Agreement and the Services contemplated herein, wholly or in part, for such reasonable period as it deems necessary. Contractor will be paid for satisfactory Services performed prior to the date of suspension. During the period of suspension, Contractor shall not receive any payment for services or expenses incurred by Contractor by reason of such suspension.

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

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

8.4 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

8.6.2 Temporarily withhold payments or suspend performance pending correction of deficiencies by the Contractor, or more severe enforcement action, as warranted.

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

SECTION 9. KEEPING AND STATUS OF RECORDS.

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

9.2 Confidentiality. All information, reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor

prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Contractor. Such materials and information shall not, without the prior written permission of City, be used by Contractor for any purpose other than the performance of this Agreement nor shall such information or materials be disclosed publicly. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Nothing furnished to Contractor which is generally known, shall be deemed confidential. Contractor shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

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

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

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

SECTION 10. Program Monitoring and Evaluation.

Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of Program objectives. Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and populations served, and shall make written monthly reports, to be submitted with each invoice, and a final cumulative

report to City as further detailed in Exhibit A. Reports shall be on forms provided by or approved by the City. Contractor shall submit monthly reports, to be submitted with each invoice, and a final cumulative report, substantiating that the Program is operating in compliance with all the requirements of this Agreement. In the event financial or reporting issues are identified by the City or through a compliance review by the City, Contractor may be required to reimburse the City for funds that were expended on ineligible activities.

SECTION 11. Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4, Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and persons eligible for housing assistance and support services.

Contractor must analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. The number or proportion of LEP persons eligible to be served or likely to be applying for Program services;
2. The frequency with which LEP persons utilize these programs and services;
3. The nature and importance of the Program, activity, or service provided; and
4. The benefits from providing LEP services and the resources available and costs to the Contractor for those services.

Balance these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide the City with copies of its LEP policy.

SECTION 12. MISCELLANEOUS PROVISIONS.

12.1 Protocols; Incident Response. The Services shall be performed in compliance with all protocols provided to Contractor by the City, or developed pursuant to this Agreement and approved by the City. In addition to all other requirements for the Services contained in Exhibit A, Contractor shall have written plans or protocols and

provide employee training for addressing incidents involving violence or threat of violence; loss, theft or unlawful accessing of confidential information; fraud or waste of Agreement funds; and unethical conduct. Contractor shall report all such incidents to the City within one business day of their occurrence, unless a shorter period is otherwise required by the City.

12.2 Addressing Community Concerns. To the extent permitted by law, Contractor shall notify the City of any material complaints regarding the Services, received orally or in writing, and shall take appropriate steps to acknowledge receipt of any such complaint(s). Contractor shall report all such complaints to the City within one business day of receipt.

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

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

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

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

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

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

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

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement.

Contractor understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

12.11 Contract Administration. This Agreement shall be administered on behalf of the City by the Office of the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

12.12 Notices. Any written notice to Contractor shall be sent to:

Bay Area Community Services (BACS)
390 40th Street
Oakland, CA 94509

Any written notice to City shall be sent to:

Office of the City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

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

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

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

[Signatures on following page]

**SIGNATURE PAGE
TO
TRANSITIONAL HOUSING PROGRAM SERVICES AGREEMENT
BETWEEN
THE CITY OF ANTIOCH AND
BAY AREA COMMUNITY SERVICES, INC.**

CITY:

CITY OF ANTIOCH

CONTRACTOR:

BAY AREA COMMUNITY SERVICES,
INC.

Cornelius Johnson, Interim City Manager

By: _____

Name: _____

Title: _____

Attest:

Elizabeth Householder, City Clerk

By: _____

Name: _____

Title: _____

Approved as to Form:

Thomas Lloyd Smith, City Attorney

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

EXHIBIT A SCOPE OF SERVICES

Scope of Services - Provider Services Non-Congregate Bridge Housing

The term “Service Provider”, as used in this Scope of Services, shall have the same meaning as “Contractor”. The term “NCBH”, as used in this Scope of Services, shall have the same meaning as “Program”.

A. Overview and Purpose

Bay Area Community Services (BACS) will be responsible for operating a Non-Congregate Bridge Housing (NCBH) program located at the Executive Inn at 515 East 18th Street. The NCBH will provide temporary housing and supportive services to Antioch residents who are experiencing unsheltered homelessness. The goals of the NCBH are to provide participants with a safe place to stay; connect participants with community, mainstream, and personal resources based on individual need; and assist participants in transitioning to more stable or permanent housing. The NCBH Program will be overseen by the City of Antioch, in alignment and coordination with Contra Costa County’s homelessness response system, including Coordinated Entry.

B. Target Population, Referral Process and Program Eligibility

The target population to be served by the NCBH is people experiencing unsheltered homelessness in the City of Antioch – defined as living outdoors, in an encampment, in a vehicle or other places not meant for human habitation.

Participants must be 18 years of age or older or a legally emancipated minor. No children under age 18 may be enrolled in the program. The program may serve households consisting of one or two adults.

The City of Antioch will work collaboratively with BACS and the Contra Costa County Health, Housing and Homelessness Division (H3) to develop a set of criteria and process for referring participants to the NCBH. The City shall have final approval over any referrals.

BACS may establish reasonable program eligibility and screening criteria to ensure safety of program participants but shall not impose unnecessary barriers to entry. BACS must have capacity and expertise to serve households who have significant challenges, including alcohol or substance use issues, mental and physical health challenges, prior involvement with the criminal justice system, or other barriers to securing shelter or housing.

C. Facility Management and Program Operations

The City of Antioch is leasing the Executive Inn from the motel owner as the site for the NCBH. This section describes the respective responsibilities of the motel owner and service provider in relation to facility management and program operations.

Responsibilities of Motel Owner

1. Maintain the building in accordance with all applicable City and State building, health and safety codes
2. Conduct repairs as requested by the City and/or Service Provider (including to the building structure, common areas, and individual rooms)
3. Respond promptly to emergency maintenance requests
4. Provide utilities (including electricity, gas, water, sewer, and trash disposal)
5. Ensure HVAC systems comply with code and are fully functional; repairing as needed
6. Provide pest control services
7. Provide regular landscape maintenance
8. Maintain vending machines and laundry machines
1. Provide linens and towels for each room.
2. Wash towels and sheets weekly, provide clean linens to rooms weekly, provide supplies as needed
3. Clean rooms when participants move out
4. Maintain needed monthly subscriptions (e.g., wifi)
5. Provide room furnishings for each room (including bed, side table, desk, chair, lamp, mini-fridge and microwave.
6. Provide parking spaces sufficient for all motel guests, as well as for Service Provider staff
7. Provide Service Provider with:
 - a. 24/7 full access to the building – including 30 rooms, front desk, and the common areas.
 - b. Keys to all rooms
8. Prepare cost estimate and claim to be submitted to City of Antioch for any damage to units, including accounting for costs that will be covered by the owner's insurance.

City Rights Under Lease Terms

1. Permit program participants to:
 - a. Access the site and their room in accordance with access policies established by the Service Provider
 - b. Access common areas of the motel
 - c. Bring pets into the motel (in accordance with policies established by the City and Service Provider)
 - d. Bring possessions into the motel in accordance with policies established by the Service Provider

Responsibilities of BACS

BACS shall have the following responsibilities in relation to operation of the facility and the NCBH program:

1. Operate and manage a NCBH program for up to 45 adults at a time
2. Provide 24/7 onsite staffing to ensure service and supports are available to participants at all hours. Staffing to include a minimum of 7.0 Residential Counselors who will cover evening and night shifts and be available to respond

to safety and security issues. (See Section D for details regarding Supportive Services to be provided).

3. Establish and implement entry/exit protocols for participants; provide services staffing to manage access to the building through the security fencing in accordance with established procedures.
4. Establish and implement a policy regarding guests, including when participants may have guests, how many, etc.
5. Staff front desk, respond to participant questions and concerns, conduct hourly rounds and wellness checks
6. Provide keys to participants, establish and implement policy regarding lost keys
7. Provide participants with any needed toiletries or household items
8. Establish and implement policy relating to participant and staff parking (i.e., any limitations on number of vehicles, whether vehicles must be in working order, etc.)
9. Establish and implement policy re: participant access to laundry facilities; provide needed laundry supplies (detergent, etc.)
10. Establish and implement policy and procedures for participants and program staff to submit maintenance requests to owner or designated vendor
11. Serve as point of contact for participants; receive and triage requests and then relay requests to motel owner or their designated maintenance vendor as needed
12. Establish and implement policy on intake protocols relating to guest possessions (e.g., heat treatment, laundry) and working with participants to address infestations.
13. Establish and implement policy re: participant responsibility for cleaning and maintaining their living space
14. Work collaboratively with the City of Antioch and H3 to establish eligibility criteria, screening protocol, referral process, and policy regarding admission or denial of referrals (including any role for City, CORE or other entities in making admission determinations)
15. Establish and implement policy on participant access to common areas (times, any areas off limits, etc.)
16. Address participants bringing pets into the program by establishing and implementing written policy on pets, including any limits on quantity, size, type of pets and pet behavior.
17. Manage on-site storage of belongings, including in participant rooms and in outside storage container, including establishing policy on amount of belongings, access to storage unit, etc.
18. Provide participants with one meal per day.
19. Identify a point of contact for neighbors and community stakeholders and convene meeting with neighbors and stakeholders as needed to respond to questions and address concerns relating to the NCBH Program.

D. Support Services

BACS will provide supportive services for participants in the NCBH, with a focus on services that promote households obtaining and retaining permanent housing.

1. Provide a minimum of 10.0 FTE direct on-site services staff, including 1.0 Program Supervisor; 2.0 Care Coordinators, and 7.0 Residential Counselors.
2. Directly provide the following on-site services:
 - a. Housing-focused case management – including developing a housing plan, document readiness for housing application process, housing search assistance, linkages to Coordinated Entry and other housing resources available through H3.
 - b. Support with obtaining income, including access to public benefits
 - c. Support with accessing County services and community resources for financial or supportive service assistance.
 - d. Manage pool of flexible funding/rental assistance to help participants secure housing placements upon exit.
3. Provide connections and linkages to:
 - a. Health and behavioral health services
 - b. Substance use recovery support
 - c. Employment and training services
 - d. Transportation assistance
 - e. Veterinary care for participant pets
 - f. Other community-based services as needed by participants
4. Respond to crises and provide de-escalation services; call for emergency support from 911 or other City first responders as needed.
5. Establish and maintain structures for program participants to provide input on program operations, policies, and services, and on quality improvement strategies.
6. Provide strategic guidance to City staff and periodic updates to a successor standing committee to the Transitional Housing Ad Hoc Committee and City Council.
7. Attend public and community meetings as needed.

E. Standards of Care

BACS shall comply with the following general standards for service delivery:

1. Implement Housing First principles and practices, including low barriers to program entry and program rules designed to minimize involuntary client terminations.
2. Offer voluntary services; use motivational interviewing and trauma-informed strategies to engage participants in the services offered through the program.
3. Adopt fair, transparent, and accessible program policies.
4. Offer services that are person-centered and individualized to meet the needs of each client.
5. Support client choice and self-determination.

F. Service and Outcome Objectives

The program shall:

1. Maintain a daily occupancy of no less than 30 and no more than 45 individuals.
2. Serve a minimum of 90 individuals annually.

Exhibit A

3. Maintain an average length of stay of 180 days or less.
4. Assist 70% of participants to exit to permanent or stable housing annually.

G. Data Collection and Reporting Requirements

The Service Provider is responsible for:

1. Data entry into the Homeless Management Information System (HMIS) for all participants in the program and for services provided. The Service Provider shall stay up to date on HMIS data quality and other requirements, attend HMIS-related trainings as required by H3 or the City, and adhere to all expectations and requirements outlined in the Contra Costa County Continuum of Care's HMIS Governance Charter and HMIS Policies and Procedures, attached as Attachment 1 to this Exhibit A and incorporated herein by reference.
2. Prepare monthly reports as required by CoA, including reporting on service and outcome measures.
3. Preparing reports as required by any other funders of the NCBH program.

ATTACHMENT 1 TO EXHIBIT A

**Contra Costa County Continuum of Care's
HMIS Governance Charter and HMIS Policies and
Procedures**

Exhibit A



CONTRA COSTA COUNTY CONTINUUM OF CARE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

HMIS GOVERNANCE CHARTER AND HMIS POLICIES & PROCEDURES

Adopted by Contra Costa Council on Homelessness – 05/06/2021

Contra Costa HMIS Project Staff
2400 Bisso Ln., Suite D2
Concord, CA 94520

Revision History

Date	Author	Description
03/21/2006	Evan Smith	Changes to reflect edits made at the 02/2006 COCB HMIS Meeting
04/21/2006	Evan Smith	Changes to reflect edits made at the 03/2006 COCB HMIS Meeting
05/22/2006	Evan Smith	Changes to reflect edits made at the 04/2006 COCB HMIS Meeting
06/4/2009	Kim Baello	Added “24 hours or 1 business day” under 5.3 Policies
12/11/2014	HMIS Policy Committee	Changes to reflect edits made at 02 – 09/2014 HMIS Policy Committee meetings
6/18/2018	Kimberly Thai	Name change for County Homeless division, Change of address for County Homeless division, Updated software vendor to Bitfocus Inc.
05/06/2021	HMIS Policy Committee	Changes to reflect edits approved by the HMIS Policy Committee during 04/2021 meeting

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I. Overview

This document provides the framework for the ongoing operations of the Contra Costa County Homeless Management Information System (CONTRA COSTA HMIS). The document is organized into two main parts.

Part One contains the *HMIS Governance Charter*, which outlines how HMIS will be managed and the responsible parties. The Governance Charter establishes the relationship between the Contra Costa County Continuum of Care (the Continuum or CoC) and Contra Costa County Health, Housing and Homeless Services division (H3) as both the Collaborative Applicant and the HMIS Lead Agency for the operation and oversight of HMIS.

Part Two consists of the *HMIS Policies and Procedures*, which provide specific policies and steps necessary to control the operational environment and enforce compliance in the areas of:

- HMIS Participation
- User Authorization
- Collection of Client Data
- Release of Client Data
- Server Security and Availability
- Data Quality
- Workstation Security
- Training
- Technical Support

A. Purpose of HMIS

The purpose and mission of the Homeless Management Information System of the Contra Costa County Continuum of Care is to serve as a central database to collect, track, analyze and report uniform client and activity data regarding the provision of shelter, housing, and services to individuals and families experiencing homelessness and at risk of homelessness within the Contra Costa CoC region.

The long-term vision of HMIS is to enhance Partner Agencies' collaboration, service delivery and data collection capabilities. Accurate information will put The Continuum in a better position to request funding from various sources and improve planning efforts for future needs for the Contra Costa homeless system of care through evidence-based decision making.

A fundamental goal of CONTRA COSTA HMIS is to understand the trajectory of how clients are moving through the homeless system of care from access and enrollment to referral and housing. Data regarding clients' trajectory through the system can help identify patterns in utilization of services, effectiveness of services, and inform any gaps or process improvement points in the system. In addition, HMIS also documents the demographics of homelessness in Contra Costa County according to the U.S. Department of Housing and Urban Development (HUD) HMIS Standards. Demographic data is important in identifying the trends in the population of individuals and families experiencing homelessness to ensure individuals of different racial and ethnic backgrounds, age, gender, household size, and other subpopulations have access to and receive services within the CoC in a fair and equitable manner.

Data that is gathered in HMIS will be used to complete required local, state, and federal reporting requirements, including HUD Annual Progress Reports. HMIS data may also be analyzed to provide unduplicated counts and anonymous aggregate data to funders, policy makers, service providers, advocates, and clients and the public upon request.

HMIS utilizes a web-enabled application residing on a central server to facilitate data collection by homeless service organizations across the county. Access to the central server is limited to agencies formally participating in the project and then only to authorized staff members who meet the necessary training and security requirements.

B. HMIS Oversight & Support

The CONTRA COSTA HMIS is staffed and advised by the Contra Costa County Health, Housing, and Homeless Services division (H3), which acts as the HMIS Lead Agency. The HMIS System Administrator is the keeper for all agreements made between Partner Agencies and H3. Bitfocus, Inc. is responsible for the administration of the central server and administration of their software Clarity Human Services. H3 Staff will also provide technology, training and technical assistance to users of the system throughout the county.

The Contra Costa CoC Lead Agency, H3, is also responsible for oversight and direction of the CONTRA COSTA HMIS pursuant to the Contra Costa Council on Homelessness Governance Charter and HMIS Governance Charter.

The HMIS Policy Committee is responsible for oversight and guidance of the CONTRA COSTA HMIS. This group is committed to balancing the interests and needs of all stakeholders involved: individuals and households experiencing homelessness, including all children and adults; service providers; funders; policy makers, and system partners.

C. HMIS Benefits & Utility

Potential benefits for clients, service providers, and the system: Service coordination and delivery can be improved when information is shared among homeless service provider staff within one agency or with staff in other agencies (with client consent) who are serving the same clients.

Potential benefits for agencies and program managers: Aggregate information can be used to develop a more complete understanding of clients' needs and outcomes, and then used to advocate for additional resources, complete grant applications, conduct compliance and performance evaluations of agencies and program services, and/or report to funding agencies such as HUD and the State of California.

Potential benefits for the Continuum of Care and decision makers: County-wide involvement in the project provides the capacity to generate HUD Annual Progress Reports for the CoC, allows access to aggregate information both at the local and regional level that will assist in identification of gaps in services and for continuous quality improvement, as well as the delivery of other service reports used to inform policy and funding decisions aimed at addressing and ending homelessness in the County.

D. Key Terms

- **Client or Consumer**— person or persons experiencing or at-risk of homelessness that engage with the Contra Costa CoC to receive services.
- **Confidential Data** – data that includes personal identifying information (see below)
- **HMIS – Homeless Management Information System** - an internet-based database that is used by homeless service organizations across the Contra Costa CoC to record and store client-level information about the numbers, characteristics, needs, and service utilization of homeless persons and those at-risk of homelessness and must adhere to HUD Technical and Data Standards
- **Personal Identifying Information (PII)** - data that identifies, either directly or indirectly, a specific individual; or can be manipulated by a reasonably foreseeable method to identify a specific individual; or can be linked with other available information to identify a specific individual
- **End User** – a Partner Agency staff member that is permitted to access and enter data into HMIS and must adhere to minimum training and security standards and the HMIS Policies and Procedures
- **HMIS Vendor** – the Contra Costa HMIS Vendor is Bitfocus, the entity that administers the central server of their HMIS software, Clarity Human Services
- **Minimum Data Entry Standards** – a minimum set of questions that must be completed for each client to provide data for use in aggregate analysis
- **HMIS Partner Agency (Partner Agency)** – a homeless service organization that uses HMIS in accordance with the Partner Agency HMIS MOU; the Partner Agency User Agreement and Partner Agency HMIS Administrator Agreement; and the HMIS Policies and Procedures herein
- **Partner Agency HMIS Agency Administrator (Agency Administrator or AA)** – staff at the Partner Agency responsible for serving as a liaison between the HMIS Lead and the Partner Agency. The Agency Administrator is responsible for providing first-tier technical support to End Users and ensuring that HMIS Policies and Procedures are complied with at the agency level.
- **Partner Agency HMIS MOU** - the Memorandum of Understanding Between Contra Costa County Health, Housing, and Homeless Services and a Partner Agency which includes the terms that the Partner Agency must adhere to maintain access and continue to be an active participant in HMIS
- **HMIS System Administrator** – staff at H3 who are responsible for overseeing HMIS users and ensuring compliance with the HMIS Policies and Procedures

II. Part One: HMIS Governance Charter

HMIS Governance Charter

A. Article 1: Purpose

The purpose of the HMIS Governance Charter (Governance Charter) is to establish the governance structure for the operation of Contra Costa HMIS. The Governance Charter articulates the decision-making process and formalizes the roles and responsibilities of the parties and entities involved in the management and operation of HMIS. Any roles and responsibilities identified in this Governance Charter are also subject to any Memorandum of Understanding documents between the either of the parties herein.

B. Article 2: Contra Costa Continuum of Care Responsibilities

The Contra Costa Continuum of Care is a community-based collaborative that oversees homeless system planning and coordination, including HMIS implementation in Contra Costa County. The Continuum includes community members, housing and services providers, a governing body (Council on Homelessness), and an administrative entity and staff (Contra Costa Health, Housing and Homeless Services Division (H3)). H3 acts as the CoC Lead Agency and Collaborative Applicant on behalf of the CoC. The Continuum has the following HMIS-related responsibilities:

HUD Responsibilities:

- **HMIS Lead Agency:** The CoC is responsible for the selection of the HMIS Lead.
- **Designating HMIS:** The CoC is responsible for designating a single information system as the official HMIS software for the geographic area.
- **Reviewing and Approving Policies and Plans:** The CoC is responsible for reviewing, revising, and approving an HMIS privacy plan, security plan, data quality plan, and other policies and plans required by federal regulation.
- **HMIS Participation:** The CoC is responsible for ensuring consistent participation of recipients and subrecipients in the HMIS.
- **HMIS Compliance:** The CoC is responsible for ensuring that the HMIS is administered in compliance with requirements prescribed by HUD.

In addition to the HUD-mandated responsibilities, the CoC Lead is responsible for conducting oversight and monitoring of the HMIS Lead to ensure compliance with HUD HMIS standards and alignment with local needs and CoC goals. For a full description of the roles and responsibilities of the CoC Lead Agency, refer to Section C.1 of the HMIS Policies and Procedures herein.

C. Article 3: Designations

HMIS Software

The CoC designates Clarity Human Services to serve as its HMIS. Clarity Human Services is a software product of Bitfocus, Inc., and will hereafter be referred to as the Clarity System.

HMIS Lead Agency

The CoC designates H3 as the HMIS Lead Agency for the Contra Costa HMIS.

D. Article 4: Responsibilities of the HMIS Lead

H3, as the HMIS Lead Agency, is responsible for the day-to-day management of HMIS, including monitoring Partner Agencies for compliance with HMIS policies and data quality, privacy, and security plans. The HMIS Lead Agency provides technical support and training to ensure compliance with local and federal policies and regulations. In addition, the HMIS Lead agency is responsible for authorizing/completing mandatory reporting to HUD. The HMIS Lead Agency develops plans, policies and procedures on behalf of the CoC, which are reviewed and approved by the CoC Lead, the HMIS Policy Committee, and the Council on Homelessness. For a full description of the roles and responsibilities of the HMIS Lead, refer to Section C.2 of the HMIS Policies and Procedures herein.

E. Article 5: Responsibilities of the HMIS Policy Committee

The HMIS Policy Committee of the CoC is responsible for reviewing and approving HMIS related policies, conducting an annual review of the HMIS Governance Charter in partnership with the HMIS Lead and the CoC Lead, and providing direction and guidance on HMIS policies on an ongoing basis. For a full description of the roles and responsibilities of the HMIS Policy Committee, please see Section C.3 of the HMIS Policies and Procedures herein.

F. Article 6: Responsibilities of Partner Agencies

Partner Agencies are homeless service providers in Contra Costa County that have agreed to be an active contributor to the CONTRA COSTA HMIS. Partner Agencies must sign a Memorandum of Understanding between H3 and the Partner Agency (Partner Agency HMIS MOU). Partner Agencies are responsible for designating a staff person to oversee the HMIS activities of users within the agency and serve as a liaison with the HMIS Lead (hereinafter referred to as the Partner Agency HMIS Agency Administrator or Agency Administrator). Partner Agencies must develop internal policies and procedures to ensure its staff complies with the HMIS policies, procedures, governance charter, or other related HMIS agreements. Partner Agencies must hold client information in HMIS in strict confidence and adhere to all confidentiality policies related to client data. For a full description of the roles and responsibilities of Partner Agencies, please see Section C.4 of the HMIS Policies and Procedures herein.

III. Part Two: HMIS Policies and Procedures

HMIS Policies and Procedures

A. Purpose

The HMIS Policies and Procedures (Policies and Procedures) provides policies, procedures, and guidelines that govern HMIS operations, as well as responsibilities for Partner Agencies and End Users.

B. Governing Principles

Described below are the overall governing principles upon which all other decisions pertaining to the CONTRA COSTA HMIS are based.

Participants are expected to read, understand, and adhere to the spirit of these principles, even when the Policies and Procedures do not provide specific direction.

Confidentiality

The rights and privileges of clients are crucial to the success of HMIS. These policies will ensure clients' privacy without impacting the delivery of services, which are the primary focus of agency programs participating in this project.

Policies regarding client data will be founded on the premise that a client owns his/her own personal information and will provide the necessary safeguards to protect client, agency, and policy-level interests. Collection, access and disclosure of client data through HMIS will only be permitted by the procedures set forth in this document.

Data Integrity

Client data is the most valuable and sensitive asset of the CONTRA COSTA HMIS. These policies will ensure integrity and protect this asset from accidental or intentional unauthorized modification, destruction or disclosure.

System Availability

The availability of a centralized data repository is necessary to achieve countywide aggregation of unduplicated homeless statistics. The System Administrator is responsible for ensuring the broadest deployment and availability for homeless service agencies in Contra Costa County.

Compliance

Compliance with these Policies and Procedures is mandatory for participation in the CONTRA COSTA HMIS system. Violation of the policies and procedures set forth in this document will have serious consequences. Any deliberate or unintentional action resulting in a breach of confidentiality or loss of data integrity will result in the withdrawal of system access for the offending entity. Using the Clarity Human Services software, all changes to client data are recorded and will be periodically and randomly audited for compliance.

C. Roles and Responsibilities

1. *Contra Costa CoC*

H3 as the CoC Lead Agency for the Contra CoC is responsible for:

- **Designations:**
 - Designating the HMIS Lead Agency: The Research, Evaluation, and Data (RED) team at H3 has been designated as the HMIS Lead Agency
 - Designating a single information system as the official HMIS software for the geographic area: Clarity Human Services has been designated as the official HMIS software
- **Governance Charter:**
 - Executing an HMIS governance charter and regularly monitoring compliance with that charter
- **HMIS Policies and Plans:**
 - Reviewing, revising, and approving all HMIS policies, procedures, standards, and governance documents, HMIS privacy plan, security plan, data quality plan, as well as any updates to these policies or plans
 - Along with HMIS Lead Agency, developing and enforcing community level data quality plan and standards
- **HMIS Monitoring:**
 - Ensuring that HMIS is managed and administered in compliance with all applicable regulations, as well as CoC policies, protocols, and goals
 - Ensuring consistent participation in HMIS and promoting participation in non-participating agencies
 - Regularly monitoring agency and program participation and milestones and making reports available to CoC membership (along with HMIS Lead)
 - Authorizing release of aggregate system-wide data on homelessness within the CoC for required reporting or counts (along with the HMIS Lead)
 - Ensuring adherence by agency staff with HMIS data and system security protocols the CoC and HUD HMIS Data and Technical Standards (along with HMIS Lead and Partner Agencies)
- **HMIS Oversight:**
 - Overseeing guardianship of client data by ensuring appropriate policies, procedures, and standards are in place governing access, use and disclosure of records containing protected identifying information
 - Supporting the HMIS Lead in providing regular training to Partner Agencies and End Users. Trainings may include client confidentiality and privacy training, performance measurement training, business practices that support HMIS policies training, and program funding training
 - Supporting the HMIS Lead in ensuring that appropriate agreements are executed and enforced such as Agency Participation agreements, Data Sharing agreements, HMIS End-User agreements, and client consent agreements

2. *HMIS Lead Agency*

H3's Research, Evaluation, and Data (RED) Team as the HMIS Lead Agency is responsible for:

- **HMIS Operation and Maintenance:**
 - Day-to-day operations and maintenance of HMIS

- Ensuring all software and supporting services are updated, patched and otherwise maintained
- Serving as liaison to Clarity Human Services on behalf of the CoC and Partner Agencies
- Overseeing software license administration, including adding and removing Partner Agency HMIS Administrators or End Users
- **End User Training and Support:**
 - Providing initial and on-going HMIS training, support and technical assistance to all Partner Agencies. The Agency shall work with participating agencies serving homeless clients and assist them with the process of entering information into HMIS, and shall strive for real-time, or close to real-time data entry
 - Regularly reviewing HMIS service requests, activities, deliverables, and resolutions
 - Managing and maintaining mechanisms for soliciting, and analyzing feedback from end users program managers, agency executive directors, and individuals experiencing homelessness
- **Monitoring and Reporting:**
 - Regularly monitoring agency and program participation and milestones and making reports available to CoC membership (along with CoC Lead)
 - With cooperation from the Partner Agencies, completing any required aggregate data reporting and extraction on behalf of the CoC, including Annual Performance Reports (APRs), Annual Homeless Assessment Report (AHAR), Longitudinal Systemwide Analysis Report (LSA), and Annual Point-in-Time Counts (PIT)
- **Compliance and Enforcement of HMIS Policies and Plans and MOU:**
 - Ensuring that all Partner Agencies comply with standards provided in this Policies and Procedures document, including those specifically provided in the Privacy, Security & Data Quality Plans by working with Partner Agency HMIS Administrators to ensure adherence by agency staff
 - Taking appropriate measures as a result of noncompliance by Partner Agency of these HMIS Policies and Procedures or the Memorandum of Understanding between H3 and Partner Agency, such as implementing a progressive corrective action plan or suspending Partner Agency's access to HMIS until issue has been resolved
- **Security:**
 - In addition to any duties and responsibilities included in the HMIS Security Plan, the HMIS Lead Agency shall be responsible for making all reasonable efforts to maintain and secure client records, HMIS, and supporting services.
 - **User Credentials:** The HMIS Lead Agency shall assign and maintain user identification and passwords for all HMIS users and monitor and log use of anyone accessing client data.
 - **Network Security:** The HMIS Lead Agency shall take all reasonable efforts to ensure the security and integrity of the client database, including implementation and maintenance of appropriate firewalls, intrusion prevention systems (IPS), and other security measures as required in order to ensure the integrity of HMIS, including mobile security measures. The HMIS Lead Agency shall conduct regular audits of HMIS security and report any significant vulnerabilities to the CoC.
- **Data Quality:**
 - In addition to any duties and responsibilities included in the HMIS Data Quality Plan, the HMIS Lead will be responsible for making all reasonable efforts to ensure the highest level of data quality possible, including developing and enforcing data quality plans and policies.
 - **Universal Data Elements:** The HMIS Lead shall ensure the HMIS is capable of managing the collection of each data variable and corresponding response category for each of the Universal Data Elements outlined in the HUD HMIS data and Technical Standards.
 - **Program-Specific Data Elements:** The HMIS Lead shall ensure the HMIS is capable of managing the collection of each data variable and corresponding response category for each of the Program-specific data elements as outlined in the HMIS Data and Technical Standards.

- **Unduplicated Client Records:** The HMIS Lead shall ensure HMIS is capable of generating a summary of the number of unduplicated client records entered into HMIS.
- **Program Entry and Exit Dates:** The HMIS Lead shall be responsible for ensuring the accurate entry of program entry and exit dates. Program entry and exit dates should be recorded upon any program entry or exit on all participants. Entry dates should reflect the first day of service in the program. Exit dates should reflect the last day of residence, or for non-residential programs, the last day a service was provided.
- **Data Quality Reports:**
 - HMIS Lead Agency supports Partner Agency Administrators to regularly run data quality reports that indicate levels of data entry completion, consistency with program model, and timeliness as compared to the community data quality standards.
 - The HMIS Lead Agency provides technical assistance and training in response to data quality reports.
 - The HMIS Lead Agency may disseminate these data quality reports to the Council on Homelessness or HMIS Policy Committee for community planning and improvements
- **HMIS Participation:**
 - The HMIS Lead maintains documentation of the number of participating agencies using HMIS, regularly reviews and monitors HMIS coverage rates of the CoC, and engages with non-participating agencies to address barriers to participating
 - The HMIS Lead Agency provides reports of participating agencies at least annually to the HMIS Policy Committee
 - The HMIS Lead Agency ensures that appropriate agreements are executed and enforced such as Agency Participation agreements, Data Sharing agreements, HMIS End-User agreements, and client consent agreements

RED Team Roles and Responsibilities	
Role	Responsibilities
Research and Evaluation Manager	<ul style="list-style-type: none"> • Oversees HMIS development, processes, and deliverables • Conducts system level and program level data analysis and evaluation activities to determine impacts and inform effective practices • Develops plans for improvement related to data collection, data analysis, and system/program evaluations • Develops outcomes and indicators that will be used to monitor program performance. • Prepares analytic and statistical reports on operations and activities of the homeless continuum of care • Plans, prioritizes, assigns, supervises, and reviews the work of staff responsible for developing and implementing program applications, program deliverables and/or health assessments • Monitors performance and compliance with applicable specifications, rules, regulations and laws related to research projects; and ensures quality and timeliness of work performed • Oversees and supports data collection practices and privacy and confidentiality across the CoC program
Planner/Evaluator II	<ul style="list-style-type: none"> • Gathers, tabulates and analyzes HMIS data relative to client demographics, service provisions, and system effectiveness • Conducts complex research and evaluation program studies that may have department-wide/system-wide implications • Helps determine the type of evaluation needed or desired and employs the appropriate research design

	<ul style="list-style-type: none"> • Conducts outcome evaluations to measure client changes and process evaluations and/or management audits of issues involving policies, procedures, work-flow and regulatory compliance • Develops and revises forms and questionnaires for gathering data and chooses statistical method for displaying results • Reviews collected data, interprets findings and makes conclusions and recommendations based thereon • Assess resources available to address and identify problems and barriers to achieving objectives
HMIS System Administrator	<ul style="list-style-type: none"> • Facilitates strategic planning around the HMIS. Determine rollout strategy and prioritization among agencies within continuum • Establishes policy and procedures around data use and data dissemination and reviews these policies and procedures annually • Reviews and monitors adherence to established policies and ensure security, confidentiality and quality of information within or exported system • Manages the ongoing implementation and usage of the HMIS system on behalf of the Continuum of Care • Coordinates training and ongoing support with each agency, to ensure users are properly trained. Perform data analysis and reporting as required by each agency. • Resolves local technical issues within the continuum and facilitate problem resolution with any agency experiencing difficulties with software or system • Serves as single point of contact between the Continuum of Care and the HMIS vendor • Oversees submission of HMIS federal reports (PIT, HIC, SPM, LSA) • Create user manuals, technical documentation, and data collection and migration tools • Responsible for recordkeeping of Partner Agency HMIS MOUs and data sharing agreements
HMIS Data Analysts	<ul style="list-style-type: none"> • Generates and build reports and dashboards using HMIS reporting tools. Use statistical methods to analyze HMIS program-level and system wide data to track client and service outcomes • Identify and recommend new ways to streamline program operations and processes using data • Work with partner agencies to outline specific data needs and translate to useful reports • Provide administrative support to the Homeless Program office including drafting user manuals, creating forms, and generating reports as needed • Oversees HMIS user licenses
HMIS Quality Assurance (QA) and Training Coordinator	<ul style="list-style-type: none"> • Runs and reconciles reports to ensure system data quality and timeliness. Create quality assurance procedures and generate reports as needed • Provides and/or coordinate trainings to support the quality and accessibility of the HMIS system • Provides 1st tier HMIS troubleshooting and technical support to program staff. • Facilitates technical assistance forums with agency administrators on HMIS operations and policy development • Oversees program compliance to HMIS policies and procedures and HUD Data Standards
HMIS Data Clerk	<ul style="list-style-type: none"> • Enters and updates client data in the HMIS • Runs and reconciles reports to ensure system data quality and timeliness • Documentation in case records and files to ensure the written record of work performed, including completion of information entered into the database.

	<ul style="list-style-type: none"> • Collaborates with Program Evaluator to analyze data, write reports, and develop infographics
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3. ***HMIS Policy Committee***

The HMIS Policy Committee is responsible for:

- **HMIS Policy Making:**
 - Reviewing, and approving all policies and procedures related to the operation of the HMIS as required by federal regulation, including but not limited to the HMIS Policies and Procedures, the Partner Agency Memorandum of Understanding, the HMIS Client Data & Privacy Plan, the HMIS Data Security Plan, and the HMIS Data Quality Plan.
- **Annual Review of this Governance Charter, Policies and Procedures:**
 - Reviewing HMIS Policies and Procedures and Governance Charter in consultation with the CoC Lead Agency and the HMIS Lead Agency, and updating these documents as necessary to comply with Section 578.7(b) of the McKinney-Vento Act.
- **HMIS Oversight:**
 - Providing project direction and guidance, ensuring that HMIS is administered in compliance with HUD requirements. In addition, the HMIS Policy Committee is responsible for overseeing the following HMIS topic areas:
 - Technology Plan
 - Selection of system software
 - Approval of project forms and documentation
 - Project participation and feedback
 - Project Funding

4. ***Partner Agencies (PA)***

Partner Agencies are responsible for:

- **Adherence with all HMIS Policies and Procedure and Related Agreements**
 - Adhering with all policies and procedures documented in the HMIS Policies and Procedures herein
 - Enforcing HMIS Policies and Procedures through agency level policies and procedures.
 - Signing and complying with all terms provided in the Partner Agency HMIS MOU, the Partner Agency User Agreement, Partner Agency HMIS Administrator Agreement, and any applicable HMIS forms and documents
- **Client Data and Confidentiality**
 - Abiding by all federal and state laws and regulations and with all HMIS Policies and Procedures relating to the collection, storage, retrieval, and dissemination of client information
 - Collecting and maintaining records of all required Standardized Client Informed Consent & Release of Information Authorization forms in accordance with the HMIS Policies and Procedures herein
- **Network Operations**
 - Notifying the HMIS Lead Agency HMIS System Administrator promptly of any difficulty with system software, access to database, or related problems; at no time will the Partner Agency contact the software vendor directly
 - Maintaining their agency internet connectivity and computer equipment in such a manner as not to disrupt continuity of project participation
- **Data Entry and Quality**
 - Collecting all mandatory data elements and striving to collect maximum data elements for consenting clients

- Entering or transferring data into the system as provided in the HMIS Data Quality and Monitoring Plan
- Assuring the accuracy of information entered into the system. Any information updates, errors, or inaccuracies that come to the attention of the Partner Agency will be corrected by the Partner Agency. If necessary, the HMIS Lead Agency must be notified of any corrections that cannot be made by the Partner Agency.
- Monitoring data quality through regular data quality reports that indicate levels of data entry completion, consistency with program model, and timeliness as compared to the community data quality standards
- Developing program specific interview guidelines that include the Standardized Intake Form, the Standardized Client Informed Consent & Release of Information Authorization form and Standardized HMIS Privacy Notice and any additional elements the agency wishes to collect
- Partner Agency Executive Director accepts responsibility for all records entered by their agency
- Ensuring that Partner Agency personnel do not knowingly enter erroneous information into the HMIS and conducting regular audits to ensure compliance with this requirement
- Not altering or amending information in the database that is entered by another Partner Agency
- **Security**
 - Limiting HMIS access to authorized users and following all protocols for monitoring those users and prohibiting shared passwords and accounts.
 - Providing the HMIS Lead Agency with the names of all staff members who have access to the HMIS (End Users) and certifying that such End Users are trained to have access to this information according to the provisions of this HMIS Policies and Procedures and the Partner Agency HMIS MOU. The HMIS Lead Agency may deny access to the system for the purpose of investigation of any suspicion of breached confidentiality.
 - Designating one person to act as the Partner Agency HMIS Agency Administrator (Agency Administrator) for the purpose of managing all communications with the HMIS Lead Agency. The Partner Agency will provide the HMIS Lead Agency with the name and title of the staff member designated.
 - Agency Administrator will ensure that all staff issued a User ID and Password to enter the system sign and abide by Partner Agency User Agreement and complete required confidentiality training.
 - Maintaining records of all Partner Agency User Agreements signed by staff, volunteers and other persons issued a User ID and Password.
 - Not transmitting security information and network policies to non-members of the HMIS in any manner.
 - Developing an internal process for the violation of any of the HMIS information security protocols.
 - Maintaining up-to-date virus and firewall protection at each workstation operating HMIS.
- **Training**
 - Ensuring all agency End Users are properly trained and authorized to use the system in accordance with the HMIS Policies and Procedures.
 - Ensuring that Agency Administrator regularly attends the HMIS Lead Agency monthly HMIS Policy Committee meetings, along with periodic update trainings and stay current with the HMIS Policies and Procedures.
 - Assigned Agency Administrator holds responsibility to communicate any updated HMIS information to all staff and volunteer HMIS End Users at his/her Partner Agency.
- **HMIS User License Fees and Module Costs**
 - Covering all applicable fees associated with user licenses being utilized by Partner Agency. User license fees will be invoiced by HMIS Lead Agency based on the current pricing, as provided by Bitfocus. License fees are established by Bitfocus once annually.
 - Covering the cost of additional HMIS modules requested by Partner Agency specific to Agency needs.

Partner Agency Organization Roles and Responsibilities	
Roles	Responsibilities

Partner Agency Executive Director	<ul style="list-style-type: none"> • Act as authorizing agent for the Partner Agency HMIS MOU • Designation of Agency Administrator • Agency compliance with HMIS Policies and Procedures • Agency level HUD reporting
Partner Agency HMIS Agency Administrator (Agency Administrator or AA)	<ul style="list-style-type: none"> • Authorizing agent for Partner Agency User Agreements • Keeper of Partner Agency User Agreements • Keeper of executed Client Informed Consent forms • End user licenses • Authorizing agent for user ID requests • Ensure staff workstations are compliant with HMIS Policies and Procedures and HUD requirements • End user adherence to workstation security policies • Ensure sufficient internet connectivity and security • Detecting and responding to violations of the HMIS Policies and Procedures • Provide first-level End User support • Maintain Agency/Program Data in HMIS Application • Data quality monitoring, including running regular data quality reports • Quality assurance • Provide ongoing training to End Users
Agency Staff (End User)	<ul style="list-style-type: none"> • Safeguard client privacy through compliance with confidentiality policies • Data collection, data entry, and development of dashboards and reports as specified by training and other documentation.

D. Use of HMIS Component Grant Funds

The HMIS Lead Agency is the only entity eligible to use grant funds for an HMIS component, and funded activities must comply with HUD HMIS requirements. The HMIS Lead Agency has the following specific reporting requirements:

- **Annual Performance Reports:** The Agency shall ensure the HMIS is capable of generating a consistently reliable Annual Performance Report (APR) for all relevant projects with sufficient data stored in HMIS in compliance with the latest HUD guidance.
- **Annual Longitudinal Systemwide Analysis Reports:** The Agency shall prepare and submit Annual Longitudinal Systemwide Analysis Reports (LSA) to HUD.
- **CoC Competition Community Application:** The Agency shall provide all necessary support required for the CoC to fully and accurately complete the community application portion of the HUD McKinney-Vento Continuum of Care competition.
- **High-Performing Communities Application:** The Agency shall at the CoC's request provide all necessary data and support required to support the collaborative applicant's application for designation as a High Performing Community under Section 424 of the McKinney-Vento Act.
- **System Performance Measures:** The Agency shall prepare and submit the annual System Performance Measures (SPM) to HUD.
- **Housing Inventory Count (HIC) and Point In Time (PIT):** The Agency shall prepare and submit the Housing Inventory Count (HIC) and the Point In Time (PIT) annually or as required by HUD.

E. Operating Policies and Procedures

1. *HMIS Participation*

Policies

- Agencies participating in the CONTRA COSTA HMIS must abide by the governing principles of the CONTRA COSTA HMIS, the HMIS Policies and Procedures herein, and adhere to the terms and conditions of the Partner Agency HMIS MOU.
- If applicable, Partner Agency shall pay a participation fee charged by the HMIS Lead Agency as specified in Partner Agency HMIS MOU.

Procedures

a) Confirm Participation

1. In order to become a Partner Agency, the agency shall complete the Contra Costa HMIS Application Form, which will be reviewed by the HMIS Lead and CoC Lead. If the application is accepted, Partner Agency will need to execute a Partner Agency HMIS MOU and an Agency Administrator Agreement.
2. The Partner Agency shall confirm their participation in the CONTRA COSTA HMIS by submitting a signed Partner Agency HMIS MOU to the HMIS System Administrator.
3. The HMIS System Administrator will obtain the co-signature of H3 Division Director.
4. The HMIS System Administrator will maintain a file of all signed MOUs.
5. The H3 System Administrator will update the list of all Partner Agencies and make it available to the project community. The list of Partner Agencies that participate in HMIS is included in Attachment A of the Client Informed Consent & Release of Authorization, which can be found at <https://cchealth.org/h3/coc/partners.php#HMIS>.

b) Voluntary Termination

1. If a Partner Agency no longer wants to participate in HMIS, the Partner Agency shall inform the HMIS System Administrator in writing of its intention to terminate its agreement to participate in CONTRA COSTA HMIS.
2. The HMIS System Administrator will provide a 30-Day Notice and inform the CoC Lead Agency, the HMIS Policy Committee, and as necessary, Council on Homelessness.
3. The HMIS System Administrator will revoke access of the Partner Agency End Users to the CONTRA COSTA HMIS. Note: All Partner Agency-specific information contained in the HMIS system will remain in the HMIS system upon termination.
4. The HMIS System Administrator will keep all termination records on file with the associated Memorandums of Understanding.
5. Any fees paid for participation in the CONTRA COSTA HMIS will not be refunded.
6. The Partner Agency understands and accepts any ramifications of not participating in the CONTRA COSTA HMIS.

c) Lack of Compliance and Involuntary Termination

1. When the HMIS System Administrator determines that a Partner Agency has failed to comply with the HMIS Policies and Procedures herein or is otherwise in violation of the terms of the partnership as specified in the Partner Agency HMIS MOU, the HMIS Lead Agency will notify the Partner Agency Executive Director and the Agency Administrator to resolve the conflict(s).
2. The HMIS Lead Agency may implement a Corrective Action Plan with the Partner Agency which may include additional training, reporting, and ongoing monitoring requirements until

the issues have been resolved. However, if offense is severe enough, the HMIS Lead Agency may terminate the Partner Agency's access immediately.

3. If the Partner Agency does not follow the Corrective Action Plan, the HMIS Lead Agency may terminate Partner Agency's participation in HMIS.
 - i. The Partner Agency will be notified in writing of the intention to terminate their participation in the CONTRA COSTA HMIS.
 - ii. The HMIS System Administrator will revoke access of the Partner Agency staff to the CONTRA COSTA HMIS.
 - iii. The HMIS System Administrator will keep all termination records on file with the associated Memorandums of Understanding.

d) List of Partner Agency Primary Contacts

1. The Partner Agency shall designate a primary contact for communications regarding the CONTRA COSTA HMIS by submitting a Partner Agency HMIS Administrator Agreement to the HMIS System Administrator.
2. The HMIS System Administrator will maintain a file of all signed Partner Agency HMIS Administrator Agreements and verify the designated Agency Administrator annually.
3. The HMIS System Administrator will maintain a list of all assigned Agency Administrators and make it available to the HMIS Lead project staff.
4. The Partner Agency may designate a new or replacement primary contact in the same manner as above.

e) Site Security Assessment

1. Prior to allowing access to the CONTRA COSTA HMIS, the Partner Agency Executive Director (or designee), Agency Administrator, and the HMIS System Administrator will review and assess the security measures and protocols in place to protect client data. This review shall in no way reduce the responsibility of Partner Agency's information security, which is the full and complete responsibility of the agency, its Executive Director, and Agency Administrator.
2. Partner Agencies shall have the latest version of virus protection software on all computers that access HMIS and comply with Section 9 Workstation Security below.

2. End User Authorization & Passwords

Policies

- Agency Staff participating in the CONTRA COSTA HMIS shall abide by the governing principles of the CONTRA COSTA HMIS, the HMIS Policies and Procedures herein, and adhere to the terms and conditions of the Partner Agency User Agreement.
- End User Licenses
 - The Agency Administrator is the only Partner Agency staff member that is authorized to request licenses on behalf of End Users.
 - The Agency Administrator must only request user access to HMIS for those staff members that require access to perform their job duties (End Users).
 - All End Users must have their own unique user ID and must never use or allow use of a User ID that is not assigned to them (see Partner Agency User Agreement).
- Passwords
 - Temporary, first time only, passwords will be communicated via email to the owner of the User ID.
 - User specified passwords must never be shared and should never be communicated in any format.
 - Written information pertaining to user access (e.g., username and password) may not be stored or displayed in any publicly accessible location.

- New User IDs must require password change on first use.
- Passwords must consist of at least 8 characters and must contain a combination of lowercase letters, uppercase letters, numbers, and symbols [required by software].
 - According to the HUD Data and Technical Standards Final Notice (July 2004): “User authentication. Baseline Requirement. A CHO must secure HMIS systems with, at a minimum, a user authentication system consisting of a username and password. Passwords must be at least eight characters long and meet reasonable industry standard requirements.”
 - Passwords must not use or include the username, the HMIS name, or the HMIS vendor’s name.
 - Passwords must not consist entirely of any word found in the common dictionary or any of the above spelled backwards.
- Passwords must be changed every 180 days. Once 180 days has passed, End Users will be prompted to change their passwords at their next log-in.
- After four consecutive unsuccessful attempts to login, the account will be locked for three hours. If the End User cannot wait three hours, they may contact the HMIS Lead Agency to gain access sooner.

Procedures

a) Workstation Security Assessment

1. Prior to requesting user access for any staff member, the Agency Administrator will assess the operational security of the user’s workspace to ensure compliance with Section 9 Workstation Security below.
2. The Agency Administrator will confirm that workstation has up to date virus and firewall protection properly installed and that a full-system scan has been performed within the last week.

b) Request New User ID

1. When the Agency Administrator identifies a staff member that requires access to CONTRA COSTA HMIS, the Agency Administrator must notify the RED Team by emailing H3REDteam@cchealth.org with the following information: name of staff person, position, start date, and email address. The RED Team will provide new user training to the prospective end user. Training and any associated coursework must be completed prior to receiving an end user license.
2. At the time of the training, the prospective end user must read and sign the Partner Agency User Agreement and return it to the Agency Administrator.
3. The HMIS System Administrator will create the new User ID as specified and notify the User ID owner of the temporary password via email.

c) Change User Access

1. When the HMIS System Administrator determines that it is necessary to change a user’s access level, they will update the User ID as needed.

d) Reset Password

1. When a user forgets their password, they may use the “Forgot Password” link provided in the login screen. Instructions are then emailed to the email address on file. Users should ensure that their email address in Clarity is kept up to date.
2. After four consecutive unsuccessful attempts to login, the account will be locked for three hours. If the End User cannot wait three hours, they may contact the HMIS Lead Agency at H3redteam@cchealth.org to gain access sooner.
3. If a user has reason to believe that someone else has gained access to their password, they must immediately reset their password in Clarity or notify their Agency Administrator.

e) Termination of User Access

1. If an End User no longer requires access to HMIS, for example if the user leaves the agency or otherwise becomes inactive, their HMIS license must be de-activated.
2. The Partner Agency must notify the HMIS System Administrator within three (3) days after an End User is no longer employed at the agency or no longer needs access to HMIS. The Partner Agency shall provide the name of the staff member and the date of departure or date of deactivation of their HMIS license.
3. The HMIS System Administrator will revoke access of the specified End Users to the CONTRA COSTA HMIS.

f) Lack of Compliance and Involuntary Termination

1. Partner Agencies must develop and implement internal policies and procedures to monitor its End User's compliance with the HMIS Policies and Procedures herein or the terms of the Partner Agency User Agreement. The Partner Agency's internal policies should include disciplinary actions for lack of compliance with these documents.
2. The actions of the End Users are ultimately the responsibility of the Partner Agency. If an End User has been found to be noncompliant with any of the policies and procedures, Agency Administrators shall take corrective action steps with the End User. The HMIS Lead Agency may be available for guidance and support as needed.
3. If the End User continues to be out of compliance, the HMIS System Administrator must deactivate the staff User IDs.
4. End Users will be immediately terminated if they have breached confidentiality of information in CONTRA COSTA HMIS.

3. <i>Collection and Entry of Client Data</i>
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Policies

- Client Data must be gathered according to the policies, procedures and confidentiality rules meeting the minimum threshold of HUD data standards and the CoC's HMIS data standards.
- Client Data will only be shared with Partner Agencies if the Client provides verbal or written consent (see Procedures below).
- Client Data will be entered into the HMIS in a timely and accurate manner in compliance with the guidelines set in the HMIS Data Quality Plan.
- Hardcopy or electronic files will continue to be maintained according to individual program requirements.
- Data imports require authorization from both the CoC and HMIS Lead as they may impact data integrity and increase the likelihood of duplication of client files in the system.
- Any authorized data imports will be the responsibility of the Partner Agency.
- Partner Agencies are responsible for the accuracy, integrity, and security of all data input by said agency. The HMIS Lead Agency will periodically monitor for Partner Agencies data quality compliance.
- **Note that services may NOT be denied if Client refuses to sign the ROI or declines to state any information.** Partner Agencies shall not require or imply that services must be contingent upon a Client's participation in HMIS. Services should be provided to a Client regardless of HMIS participation, provided the Client would otherwise be eligible for services.
- **Domestic Violence Dedicated Programs**
 - Victim Service Providers (VSPs) whose primary purpose is to serve victims of domestic violence, are prohibited from participating in HMIS by the Violence Against Women Act (VAWA) and HUD. In addition, providers who receive funding (either through a direct grant or subgrant) from the Family Violence Prevention and Services Act, Office for Victims of Crime, Office on Violence Against Women, and Specialized Housing and Services for

Victims of Human Trafficking are prohibited from entering client PII into HMIS. These agencies are required to use a comparable database and are responsible for meeting the requirements of the comparable database.

- **Non-Homelessness Data**

- The data inputted and stored in HMIS shall align with the purpose of CONTRA COSTA HMIS, which is to serve as a central database to collect, track, analyze and report uniform client and activity data related to the provision of shelter, housing, and services to individuals and families experiencing homelessness and at risk of homelessness within the Contra Costa CoC region. Data that does not align with or serve this purpose shall not be inputted in HMIS.

Procedures

a) Obtaining Informed Consent & Release of Information (ROI)

1. Client consent to share their data within HMIS must constitute INFORMED consent. The burden rests with the intake counselor to inform the Client before asking for consent.
2. Partner Agencies must explain the contents of the Client Informed Consent & Release of Information Authorization (ROI) and the Contra Costa County's Continuum of Care HMIS Privacy Notice (HMIS Privacy Notice) to the Client prior to entering client information into HMIS. During this explanation, Partner Agencies should summarize the following information:
 - a. ***What HMIS is*** - an internet-based database that is used by homeless service organizations across the Contra Costa CoC to record and store client-level information
 - b. ***Why the Partner Agency Uses it***
 - i. Efficiently coordinate the most effective services and resources for Clients
 - ii. Better understanding homelessness in the community
 - iii. Assess the types of resources needed in the local area
 - iv. Track whether needs are being met in the community
 - c. ***Security***
 - i. Only specific staff who have signed an agreement to maintain the security and privacy of your information and participate in training courses can access HMIS.
 - ii. HMIS is protected by passwords and encryption technology.
 - iii. HMIS must adhere to HUD Technical and Data Standards and other local, state and federal privacy laws
 - d. ***How their PPI may be shared and disclosed***
 - i. Coordinate services with other providers in the CoC
 - ii. Creating aggregated de-identified data to a third party like HUD
 - iii. Cooperate with law enforcement for a legitimate law enforcement purpose based on valid warrant or subpoena
 - iv. Full list of permissible disclosures is available in the HMIS Privacy Notice
 - e. ***Clients Rights***
 - i. No client information will be released to another agency without written or verbal consent from the Client. However, aggregate system wide data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission.
 - ii. Client has the right to not answer questions, unless admission to the program requires it.
 - iii. Client has right to access their record.
 - iv. Clients can't be refused services if consent is not provided.
 - v. Clients can revoke consent at a later date.
 - f. ***Benefits for Clients***
 - i. Clients will not have to repeat their story to multiple agencies

- ii. Case managers can use information in HMIS to link Client to appropriate resources in the community
 - 3. The Client may sign a hard copy or electronic copy (on-screen signature) of the ROI. Once the client signs the ROI, the Partner Agency must document the ROI in the client's HMIS record.
 - a. All written consent forms must be stored in a client's case management file for record-keeping and auditing purposes. The Partner Agency may store the hard copy in their internal files, but must provide the address of the hard copy file in the client's HMIS record; or
 - b. The Partner Agency may scan and upload the hard copy or upload the electronic signed copy to the client's HMIS record.
 - 4. Partner Agencies must ensure that hard copy ROIs are stored in a location that is locked and not accessible to the general public.
 - 5. The ROI is valid for ten (10) years. When the ROI expires after 10 years and the client's data is still active in HMIS, then Partner Agencies must obtain a new signed ROI from the client.
- b) Obtaining Verbal Consent**
- 1. A signed written ROI is the preferred method of obtaining client informed consent; however, verbal consent is permitted under the following circumstances:
 - a. Client's verbal consent is obtained through one-door registration, 211, or another hotline or dispatch call-center.
 - b. If verbal consent is obtained, Partner Agencies must make reasonable attempts to collect written consent upon Client's arrival into the program or through subsequent meetings with the client.
 - 2. **Exception:** Phone registration and dispatch programs may enter client information without consent but must lock the record in HMIS. Upon client's arrival into the program, written consent must be obtained in order to unlock their record.
- c) Consent for Minor Children**
- 1. Partner Agencies must obtain consent to input a minor's data into HMIS from the minor's parent or legal guardian.
 - 2. The minor's consent must be documented on the head of household's ROI.
- d) Client Refuses to Consent**
- 1. Clients cannot be refused services solely based on their refusal to participate in HMIS.
 - 2. If the Client refuses to provide verbal or written consent, the Partner Agency must not share the Client's PII with any other partner agencies. Partner Agencies must lock the Client's HMIS record. The steps on how to lock a Client's record is provided during End User Training. Within 6 months of the Client's initial refusal, Partner Agencies should make one additional attempt to confirm whether the Client wishes to sign an ROI.

4. Release and Disclosure of Client Data

Policies

- The HMIS Lead Agency shall ensure compliance with relevant federal and state confidentiality regulations and laws that protect client records. The Agency shall only release client records with the consent of the client, unless otherwise provided for by law.
- Substance Abuse Records: The HMIS Lead Agency shall abide specially by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by informed written consent of the person whom it pertains to or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The HMIS Lead Agency understands that federal rules restrict use of the information to criminally investigate any alcohol or drug abuse patients.

- Sharing of client data may be limited by program specific confidentiality rules.
- No client-specific data will be released or shared outside of the partner agencies unless the client gives specific written permission or unless withholding that information would be illegal or otherwise permitted under the Privacy Notice.
- Client shall be given a printout of all data relating to them upon written request and five (5) working days.
- A report of data sharing events, including dates, agencies, persons, and other details, must be made available to the client upon written request and within five (5) days or according to agency policy.
- A log of all external releases or disclosures must be maintained for seven (7) years and made available to the client upon written request and within five (5) days or according to agency policy.
- Aggregate system wide data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission. This policy should be made clear to clients as part of the Informed Consent procedure (see Section 3).
- Each Partner Agency Executive Director is responsible for their agency's internal compliance with the 2004 HUD Data and Technical Standards. Agency Administrators and End Users must safeguard and maintain strict confidence over information in CONTRA COSTA HMIS.

Procedures

a) HMIS Privacy Notice

1. Partner Agencies must post the HMIS Privacy Notice (available in both English and Spanish) at their facility in a place conspicuous and accessible to clients.
2. Prior to asking the Client to review and sign the ROI, Partner Agency staff must review the HMIS Privacy Notice with the Client (see Section 3).
3. Partner Agencies must provide a copy of the HMIS Privacy Notice to the Client upon request.

b) Client Revocation of Consent

1. A Client may revoke consent for data sharing at any time. When Client makes such request, the Partner Agency staff should provide the [HMIS Client Revocation Form](#) to the Client. The Partner Agency staff shall complete the bottom of the HMIS Client Revocation Form with the HMIS Client Unique ID and forward the form securely to the RED Team.
2. Partner Agency staff shall inform the Client that only information going forward will not be shared. PII that the Client previously authorized to be shared cannot entirely be removed from the HMIS database and will remain accessible to the limited number of organizations that provided the Client with direct services.

5. *Client Complaint*

Policies

- Clients will file complaints with Partner Agencies. Partner Agencies must have written complaint procedures that can be provided to client upon request. Any unresolved complaints may be escalated to the CoC Lead Agency according to the CoC Complaint Process. For HMIS matters, the CoC Lead Agency may work with the HMIS Lead Agency to resolve the complaint.
- Partner Agencies complaint procedures must follow the guidelines and requirements under the CoC Complaint Process.

Procedures

a) Partner Agency Complaint Process

1. Clients will submit a complaint directly to Partner Agencies with which they have a complaint in accordance with the Partner Agency's internal complaint policies and procedures.

2. Upon client request, Partner Agencies must provide a copy of their complaint procedure and the HMIS Policies and Procedures along with the Contra Costa Continuum of Care Complaint Form (CoC Complaint Form). Partner Agencies shall explain that the CoC Complaint Form should be used only if the matter cannot be resolved by the Partner Agency's internal complaint procedure or if the Client believes that filing a complaint through the Partner Agency is inappropriate.
3. The Partner Agency will be responsible to answer any questions and complaints regarding the HMIS. A record of all complaints and any attempts made to resolve the issue must be kept in file for two (2) years. If the complaint is resolved, Partner Agencies will include the date and a brief description of the resolution.

b) CoC Complaint Process

1. If the Partner Agency is unable to resolve the problem or if the client believes that filing a complaint directly with the Partner Agency is not appropriate based on the circumstances, the client must complete the CoC Complaint Form outlining the date of incident, name of parties involved, description of the incident, and their contact information for follow-up. If the client needs assistance, Partner Agencies must forward a copy of the completed CoC Complaint Form to the CoC Manager.
2. The CoC Lead Agency will review and determine the need for further action based on the procedures outlined in the CoC Complaint Process.

6. Data Quality

Policies

- Data quality refers to the timeliness, completeness, and accuracy of information collected and reported in CONTRA COSTA HMIS. All data entered into the HMIS database must meet minimum data quality standards. End Users will be responsible for the quality of their data entry and must adhere to the specific requirements in the Contra Costa CoC Data Quality and Monitoring Plan (DQMP).
- **Data Timeliness:** End Users must enter all universal data elements and program-specific data elements within the specified time provided in the DQMP.
- **Data Completeness:** All data entered into the system must be complete, unless otherwise authorized by the HMIS Lead, following data collection standards set by the 2020 HUD HMIS Data Standards.
- **Data Accuracy:** All data entered shall be collected and entered in a common and consistent manner across all programs to ensure that all data entered into HMIS is an accurate a reflection of information provided by the client, as documented by the intake worker or otherwise updated by the client and documented for reference. Recording inaccurate information is strictly prohibited.

Procedures

1. Partner Agencies must collect and enter as much relevant client data as possible for the purposes of providing services to that client.
2. All End Users should strive to minimize the gap between when information is collected and when it is entered into HMIS, with the goal of real-time data entry whenever feasible. All data must be input into HMIS within the specific number of days based on program type as provided in the DQMP.
3. The HMIS System Administrator will conduct quarterly checks for data quality.
4. Any patterns of error or missing data will be reported to the Agency Administrator. Agency Administrators must adhere to the data quality monitoring and reporting requirements laid out in the DQMP.
5. End Users will be required to correct the identified data error and will be monitored for compliance by the Agency Administrator and the HMIS Administrator.
6. End Users may be required to attend additional training on data quality as needed.

7. Aggregate Data Access

Policies

- The Partner Agency shall provide reports using aggregate data to the CoC upon request, or to other entities for funding or planning purposes pertaining to providing services to homeless persons, for homeless policy and planning decisions, in preparing federal, state or local applications for funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state.
- The Partner Agency shall use only unidentified, aggregate data.
- The HMIS Lead Agency may also provide anonymous aggregate data for reporting purposes, research purposes, and to policy makers, service providers, advocates, and consumer representatives. The underlying goal of sharing aggregate data is to address and end homelessness.

Procedures

- The Partner Agency is responsible for ensuring that reporting access is maintained at the proscribed levels for agency clients, non-agency clients, and aggregate information reporting.
- Any requests for aggregate data must be directed to the HMIS Lead Agency using the following form on the H3 website: <https://cchealth.org/h3/coc/reports.php#Requests>.

8. Proprietary Rights & Abuse

Policies

- **Copyright:** The Contra Costa HMIS, underlying software, and services are protected by copyright and cannot be copied, except as permitted by law or written agreement with the copyright holder.
- **Unauthorized Access and Abuse:** The HMIS Lead Agency shall take reasonable efforts to prevent the unauthorized access, use or modification of HMIS, or interference with normal system operation. This shall include both corruption of the HMIS database in any manner, as well as unauthorized disclosure or sharing of user identification and/or passwords. The Agency shall not use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- **Research and Electronic Data Exchange:** Agencies exporting data from HMIS must certify that the same privacy and security rights promised to their clients are met on the destination system. If the destination system operates under less restrictive rules, the client must be fully informed and approve this transfer. The Partner Agency must have the ability to restrict transfers to only those clients that approve the exchange.

Procedures

- The HMIS Lead Agency shall be responsible for monitoring and preventing unauthorized access, use, or modification of HMIS, or interference with normal system operation.
- Partner Agencies shall have internal policies prohibiting transmission of material in violation of any federal or state regulations, this includes but is not limited to: copyrighted material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- Partner Agencies shall have internal policies that prohibit profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender, or sexual orientation into the database.

9. Workstation Security

Policies

- The Agency Administrator is responsible for preventing degradation of the whole system resulting from viruses, intrusion, or other factors under the agency's control.

- The Agency Administrator or their delegate is responsible for preventing inadvertent release of confidential client-specific information. Such release may come from physical or electronic or even visual access to the workstation, thus steps should be taken to prevent these modes of inappropriate access (i.e. don't let someone read over your shoulder; lock your screen).
- The Agency Administrator is responsible for communicating all procedures to End Users regarding proper workstation configuration and protection against unauthorized access to HMIS by others.
- Additional security policies are included in the HMIS Data Security Plan.

Procedures

a) Computer Security

1. At a minimum, any workstation accessing the HMIS System shall have anti-virus software with current virus definitions (24 hours) and frequent full-system automated scans (weekly).
2. Partner Agency shall ensure that its computers and networks are equipped with secure firewalls, which are updated regularly automatically. Firewalls must be placed between any computer and internet connection for the entire network.
3. All workstations and computer hardware along with agency network equipment must be stored in a secure location, such as a locked office where only authorized users have access. If computers are in a public area, they must be staffed at all times. When not in use, computers must be secure and not usable by unauthorized users. Computers should automatically turn on a password protected screen saver when the workstation is temporarily not being used.

b) Hard Copy Security

1. Partner Agency staff must supervise at all times any paper or other hard copy generated by or for the HMIS that contains PPI when the hard copy is in a public area.
2. When Partner Agency staff is not present, the paper files must be secured and locked in areas that are not publicly accessible.
3. Written information specifically pertaining to user access (e.g., User ID and password) must not be stored or displayed in any publicly accessible location.
4. Documents printed from HMIS must be sent to a printer in a secure location where only authorized users have access.

10. Training

Policies

- Partner Agencies must ensure its End Users are properly trained and authorized to use the system in accordance with the HMIS Policies and Procedures herein.
- The Agency Administrators must regularly attend the HMIS Lead Agency monthly HMIS Policy Committee meetings, along with periodic update trainings and stay current with the HMIS Policies and Procedures.
- The Agency Administrator holds responsibility to communicate any updated HMIS information to all staff and volunteer HMIS End Users at his/her Partner Agency.
- End Users may also be required to participate in periodic trainings to maintain their end user license.

Procedures

a) Training

The HMIS Lead Agency will provide training in the following areas prior to Partner Agency using CONTRA COSTA HMIS:

- Data Privacy, Security, & Confidentiality
- HUD HMIS Data Standards
- End User Training
- Specific Modules

b) Agency Administrator Training

The HMIS Lead Agency will provide training to Agency Administrators who are then responsible for relaying that training to End Users within his or her agency. Training will be done virtually or in a group setting, where possible to achieve the most efficient use of time and sharing of information between agencies. Training will include:

- End User training
- Running package reports
- Creating customized reports

c) Ongoing Training

The HMIS Lead Agency will provide regular training for the Continuum of Care, as needed. The areas covered will be:

- Agency Administrator Training
- End User Training
- Data Privacy, Security, & Confidentiality
- Data Quality Monitoring and Reporting
- HUD HMIS Data Standards
- Specific Modules

11. Technical Support

Policies

- Support requests include problem reporting, requests for enhancements (features), or other general technical support.
- End Users shall submit support requests to their Agency Administrator (email is suggested).
- End Users shall not submit requests to software vendor.
- End Users shall not submit requests directly to the HMIS Lead Agency without specific invitation. All requests to H3 shall be submitted to the Agency Administrator, who may then escalate to the HMIS Lead Agency, who may then escalate to vendors as appropriate.
- The HMIS Lead will only provide support for issues specific to the CONTRA COSTA HMIS software and systems.

Procedures

a) Submission of Support Request

1. End User encounters a problem or originates idea for improvement to system or software.
2. End User creates a support request to Agency Administrator.
3. The Agency Administrator, upon receipt of a support request, shall make reasonable attempts to resolve the issue directly with End User.
4. If the Agency Administrator is unable to resolve the issue and determines that the problem is specific to CONTRA COSTA HMIS software and systems, the Agency Administrator may contact the HMIS Systems Administrator or the AA may submit a technical support request, including program set up or program modification using the following link:
<https://airtable.com/shr07VkUci0rE8Rqt>.
5. The HMIS System Administrator will consolidate such requests from multiple Partner Agencies, if appropriate, and strive to resolve issues in priority order according to their severity and impact.
6. If the HMIS System Administrator is unable to resolve the issue, other software or system vendor(s) may be included in order to resolve the issue(s).
7. In cases where issue resolution may be achieved by the End User or other Partner Agency personnel, the HMIS System Administrator will provide instructions via email to Agency Administrator.

12. Changes to this and other Documents

Policies

- The CoC and HMIS Lead along with the HMIS Policy Committee of the Continuum will guide the

compilation and amendment of these Policies and Procedures. The HMIS Policy Committee will review this document on an annual basis.

Procedures

1. Proposed changes may originate from any participant in the CONTRA COSTA HMIS.
2. When proposed changes originate within a Partner Agency, they must be reviewed by the HMIS Policy Committee.
3. The HMIS System Administrator will maintain a list of proposed changes.
4. The list of proposed changes will be discussed by the HMIS Policy Committee, subject to line item excision and modification. This discussion may occur at an in-person or virtual meeting.
5. The HMIS Policy Committee will recommend annual proposed changes to the CoC's governing body, Council on Homelessness, for approval prior to implementation.
6. Partner Agencies Executive Directors shall acknowledge receipt and acceptance of the revised Policies and Procedures within 10 working days of delivery of the amended Policies and Procedures by notification in writing or email to the HMIS System Administrator. The Agency Administrator (cc to E.D.) shall also ensure circulation of the revised document within their agency and compliance with the revised Policies and Procedures by all End Users.

IV. Appendix A: HMIS Data Security Plan

HMIS DATA SECURITY PLAN

Overview

HUD regulations require that Continuums of Care establish HMIS Data Security Plans. This Data Security Plan is based upon the HMIS Requirements Proposed Rule released in December 2011, and may be edited upon the release of further guidance by HUD.

Applicability

CONTRA COSTA HMIS participating agencies must apply system security provisions to all the systems where personal protected information (PPI) is stored, including, but not limited to, its networks, desktops, laptops, tablets, phones, mainframes and servers.

User Authentication

Upon successful completion of training and submission of signed User Agreement to the HMIS Lead, each HMIS user will be provided with a unique personal User Identification Code (User ID) and initial password to access the HMIS. While the User ID provided will not change, HUD standards require that the initial password only be valid for the user's first access to the HMIS. Upon access with the initial password, the user will see a screen that will prompt the user to change the initial password to a personal password created by the user. The Partner Agency Agency Administrator must only request user access to HMIS for those staff members that require access to perform their job duties.

The password created by the user must meet the following Federal and application-enforced guidelines from the HMIS Governance Charter and HMIS Policies and Procedures:

- a. All users must have their own unique user ID and must never use or allow use of a user ID that is not assigned to them. (See Partner Agency User Agreement.)
- b. Temporary, first time only, passwords will be communicated via email to the owner of the User ID.
- c. User specified passwords must never be shared and should never be communicated in any format.
- d. Written information pertaining to user access (e.g., username and password) may not be stored or displayed in any publicly accessible location.
- e. New User IDs must require password change on first use.
- f. Passwords must consist of at least 8 characters and must contain a combination of letters and numbers(required by software). (Refer to the HUD Data and Technical Standards Final Notice (July 2004) for additional guidance.)
- g. Passwords must not use or include the username, the HMIS name, or the HMIS vendor's name.
- h. Passwords must not consist entirely of any word found in the common dictionary or any of the above spelled backwards.

- i. Passwords must be changed every 180 days. Once 180 days has passed, End Users will be prompted to change their passwords at their next log-in.
- j. After four consecutive unsuccessful attempts to login, the account will be locked for three hours. If the End User cannot wait three hours, they may contact the HMIS Lead Agency to gain access sooner.

Agencies participating in the CONTRA COSTA HMIS shall commit to abide by the governing principles of the CONTRA COSTA HMIS and shall adhere to the terms and conditions of this partnership as detailed in the Partner Agency Memorandum of Understanding and the HMIS Governance Charter and HMIS Policies and Procedures.

Prior to allowing access to the HMIS, the Agency Administrator will agree to review and assess the security measures in place to protect client data. The HMIS System Administrator will meet Partner Agency Executive Director (or designee), Program Manager/Administrator and Agency Administrator to access agency information security protocols. This review shall in no way reduce the responsibility for agency information security, which is the full and complete responsibility of the agency, its Executive Director, and Agency Administrator.

Termination of User Access

If an End User no longer requires access to HMIS, for example if the user leaves the agency or otherwise becomes inactive, their HMIS license must be de-activated. The Partner Agency must notify the HMIS System Administrator within three (3) days after an End User is no longer employed at the agency or no longer needs access to HMIS. The Partner Agency shall provide the name of the staff member and the date of departure or date of deactivation of their HMIS license. The HMIS System Administrator will revoke access of the specified End Users to the CONTRA COSTA HMIS.

Lack of Compliance and Involuntary Termination

Partner Agencies must develop and implement internal policies and procedures to monitor its End User's compliance with the HMIS Policies and Procedures herein or the terms of the Partner Agency User Agreement. The Partner Agency's internal policies should include disciplinary actions for lack of compliance with these documents.

The actions of the End Users are ultimately the responsibility of the Partner Agency. If an End User has been found to be noncompliant with any of the policies and procedures, Agency Administrators shall take corrective action steps with the End User. The HMIS Lead Agency may be available for guidance and support as needed. If the End User continues to be out of compliance, the HMIS System Administrator must deactivate the staff User IDs. End Users will be immediately terminated if they have breached confidentiality of information in CONTRA COSTA HMIS.

Security Training

The HMIS Lead will ensure that all users receive security training prior to being given access to the HMIS, and that the training curriculum reflects the HMIS Governance Charter and HMIS

Policies and Procedures and HUD requirements. HMIS security training will be offered at least annually.

Application Security

Agencies must ensure that all computers connecting to HMIS run a current version of anti-virus software with current virus definitions (24 hours) and frequent full-system automated scans (weekly). This is enforced through an Active Directory network policy, and applies to both devices directly attached to an area-wide network as well as those at service provider locations that connect through the public Internet via a Secure Socket Layer (SSL) Virtual Private Network (VPN) tunnel connection. Individual computers are scanned and only allowed to connect to the network when the presence of updated anti/virus software and secure firewall from an approved list has been verified. This appliance also provides protection against phishing, malware; bot attacks and provides access control to limit users to appropriate resources.

HMIS Partner Agencies must maintain anti-virus software on all devices on their network. Devices that access the Internet must be configured to automatically download updated virus definitions. Steps should also be taken to prevent the intrusion of “adware” and “spyware” programs.

The Partner Agency Administrator maintains hardware, software and PPI in a secure environment, protected by a Firewall. Firewalls must be updated regularly automatically and must be placed between any computer and internet connection for the entire network. Users must take appropriate steps to ensure that networks used outside of the agency are secured in compliance with this section.

Physical Control over Devices with Access to HMIS Data

All workstations and computer hardware along with agency network equipment must be stored in a secure location, such as a locked office where only authorized users have access. If computers are in a public area, they must be staffed at all times. When not in use, computers must be secure and not usable by unauthorized users. Computers should automatically turn on a password protected screen saver when the workstation is temporarily not being used.

Disaster Protection and Recovery

HMIS is contained on mariaDB databases which are run on a clustered environment so that there will be failover protection if the primary server becomes unavailable. The physical data storage is on multiple disc drives in a RAID array for redundancy so that no data will be lost or downtime incurred if a physical disk drive becomes inoperable. Additional hardware redundancy exists in the form of dual power supplies, disc controllers and network interface cards. The databases are automatically backed up nightly and stored on another secure server.

Bitfocus, the vendor of Clarity Human Systems, is responsible for the disaster protection and recovery of the central server, as well as data disposal.

System Monitoring

HMIS produces reports based on log files that are reviewed and inactive user accounts are consequently disabled (e.g., in the event of a user leaving an agency, a job position change, etc.). In addition to the HMIS database itself, access to HMIS is also controlled, monitored and logged by the Agency Administrator.

Hard Copy Security

The guidelines regarding the security of paper or other hard copy containing PPI that is either generated by or for the HMIS, including, but not limited to reports, data entry forms, and signed consent forms are:

1. Partner Agency staff must supervise at all times any paper or other hard copy generated by or for the HMIS that contains PPI when the hard copy is in a public area.
2. When Partner Agency staff is not present, the paper files must be secured in areas that are not publicly accessible.
3. Written information specifically pertaining to user access (e.g., User ID and password) must not be stored or displayed in any publicly accessible location.
4. Documents printed from HMIS must be sent to a printer in a secure location where only authorized users have access.

V. Appendix B: HMIS Data Quality & Monitoring Plan

HMIS DATA QUALITY & MONITORING PLAN

Overview

HUD regulations require Continuums of Care to establish HMIS Data Quality Plans. This Data Quality Plan is based upon the HMIS Requirements Proposed Rule released in December 2011, and may be edited upon the release of further guidance by HUD.

Timeliness

An HMIS should have the most current client information available for every person being actively served by service providers. All HMIS participants should strive to minimize the gap between when information is collected and when it is entered into HMIS, with the goal of real-time data entry whenever feasible. To that end, relevant client information should always be entered into HMIS within the following initial guidelines, based on project type:

- Emergency Shelter, Transitional Housing, Permanent Housing, Rapid Rehousing, and Prevention projects: All Universal and Program-Specific Data Elements entered within two (2) business days of intake.
- Outreach projects and Non-residential Support Service Only projects (SSO): Limited data elements entered within five (5) business days of the first outreach encounter. Upon engagement for services, all remaining Universal and Program-Specific Data Elements entered within two (2) business days.

Agencies with projects providing services should strive to meet these timeliness goals:

- All users must have their own unique user ID and must never use or allow use of a user ID that is not assigned to them. [See Partner Agency User Agreement.] User specified passwords must never be shared and should never be communicated in any format. Client identification and supplemental assessments should be entered within two (2) business days.
- Updates and interim reviews should be entered within two (2) business days of discovery of the event change.
- All service data should be entered within five (5) business days of service provision.

As data entry policies and procedures are developed and refined within each participating agency, the CoC shall review these timeliness guidelines and modify them accordingly. It is the goal of Contra Costa Continuum of Care to enter data into HMIS in the most timely manner feasible.

Completeness

Complete HMIS data is necessary to fully understand the demographic characteristics and

service use of persons in the system. Complete data facilitates confident reporting and analysis on the nature and extent of homelessness, such as:

- Unduplicated counts of clients served at the local level;
- Patterns of use of people entering and exiting the homeless assistance system; and
- Evaluation of the effectiveness of homeless systems.

In effect, complete data tells the full “story” of homelessness to the agencies, the Continuum, and the general public. To that end, all data entered into the HMIS shall be complete.

In addition, at the client level, more complete HMIS data improves quality of services and ability of provider staff to meet client needs, efficiently and effectively.

Partner Agencies are responsible for making all reasonable efforts to ensure the highest level of data quality possible for the following categories:

- **Universal Data Elements:** The Partner Agency shall ensure the HMIS is capable of managing the collection of each data variable and corresponding response category for each of the Universal Data Elements outlined in the HUD HMIS data and Technical Standards.
- **Program-Specific Data Elements:** The Partner Agency shall ensure the HMIS is capable of managing the collection of each data variable and corresponding response category for each of the Program-specific data elements as outlined in the HMIS Data and Technical Standards.
- **Unduplicated Client Records:** The Partner Agency shall ensure HMIS is capable of generating a summary of the number of unduplicated client records entered into HMIS.
- **Program Entry and Exit Dates:** The Partner Agency shall be responsible for ensuring the accurate entry of program entry and exit dates. Program entry and exit dates should be recorded upon any program entry or exit on all participants. Entry dates should reflect the first day of service in the program. Exit dates should reflect the last day of residence, or for non-residential programs, the last day a service was provided.

The Continuum’s goal is to collect 100% of all data elements. However, the Continuum recognizes that this may not be possible in all cases. Therefore, the Continuum has established a data quality benchmark upper limit of 5% as an acceptable percent of null/missing and unknown/don’t know/refused responses for all UDEs and program specific data elements excluding Domestic Violence and Social Security Number.

For exit dates, SSOs will close out these if no contact has been made within 6 months.

Accuracy & Consistency

Accuracy of data in an HMIS can be difficult to assess because it depends on both the client's ability to provide the correct data and the intake worker's ability to document and enter the data accurately. Consistency directly affects the accuracy of data; if an end user collects all of the data, but they do not collect it in a consistent manner, then the data may not be accurate.

The purpose of accuracy is to ensure that the data in the CoC's HMIS is the best possible representation of reality as it relates to homeless people and the programs that serve them. To that end, all data entered into the CoC's HMIS shall be a reflection of information provided by the client, as documented by the intake worker or otherwise updated by the client and documented for reference. Recording inaccurate information is strictly prohibited.

All data in HMIS shall be collected and entered in a common and consistent manner across all programs. To that end, the CoC will undertake system-wide accuracy checks, require end user training, and maintain a consistent intake form.

- **Systemwide Checks:** HMIS Lead Agency staff will conduct periodic accuracy and consistency checks, including de-duplication efforts every 6 months, and will run automated searches for information that is likely inconsistent. Any data inconsistency issues identified by agency-level staff will be reported to the HMIS Administrator.
- **Data Accuracy Report:** Like the Data Completeness report, this report will be filed monthly. This report measures specific incongruency errors, including but not limited to:
 - Client age/date of birth errors, multiple active incomes, and incongruences between housing status and living situation, chronic homelessness status and disability status, and income and employment status.
- **Client Enrollment Reports:** Like the Data Completeness and Data Accuracy reports, this report will be filed monthly. This report displays a list of new client intakes, exits, and active clients during the month. This report should be verified for accuracy prior to submission.
- **Training:** All intake and data entry workers will complete an initial training before accessing the live HMIS system, using the established train the trainer structure. Optional trainings will be offered annually to HMIS users wishing to recertify their knowledge of consistency practices.
- **Intake Form:** A basic intake form that collects data in a consistent manner will be available to all programs, which they can alter to meet their additional needs, provided the base document does not change. The HMIS Data Collection Guide outlines the basic data elements collected on the intake form, their response categories, rationale, and definitions will be made available in paper and via the HMIS website as a quick reference to ensure consistent data collection. New agencies that join the CoC are required to review this document as part of the HMIS Agency Agreement execution process.

Monitoring & Enforcement

The CoC recognizes that the data produced from the HMIS is critical to meet the reporting and compliance requirements of individual agencies and the CoC as a whole. As such, all HMIS agencies are expected to meet the data quality benchmarks described in this document. To achieve this, the HMIS data will be monitored periodically to quickly identify and resolve issues that affect the timeliness, completeness, and accuracy of the data. All monitoring will be done in accordance with the Data Quality Plan, with full support of the CoC membership. The timeframe to correct errors will be within 10 days following the end of the month unless the 10th of the month falls on a weekend, then which it will be the following Monday.

- Data Completeness and Data Accuracy Reports must be run on a monthly basis and submitted to the HMIS Lead Agency by the 10th of the following month. Once submitted, the HMIS System Administrator will evaluate and ensure that these reports meet the minimum-level required for compliance. All agencies are required to take the steps necessary to mitigate any errors and performance gaps prior to submission

The purpose of monitoring is to ensure that the agreed-upon data quality benchmarks are met to the greatest possible extent and that data quality issues are quickly identified and resolved. Monitoring will be considered in the annual CoC Program review & rank process. Participating agencies that are identified as needing assistance in addressing performance gaps will be offered refresher HMIS training courses and corrective plan technical assistance as needed.

VI. Appendix C: HMIS Client Data & Privacy Plan

HMIS CLIENT DATA & PRIVACY PLAN

Overview

HUD regulations require that Continuums of Care establish HMIS Data Privacy Plans after the HMIS Privacy and Security Notice is released. This Client Data & Privacy Plan is based upon the HMIS Requirements Proposed Rule released in December 2011, and may be edited upon the release of further guidance by HUD.

HMIS Data Sharing

Client-specific data from CONTRA COSTA HMIS may be shared with partner agencies only when the sharing agency has secured a valid Release of Information from that client authorizing such sharing, and only during such time that Release of Information is valid (before its expiration). Other non-HMIS inter-agency agreements do not cover the sharing of HMIS data.

Obtaining Informed Consent & Release of Information (ROI)

Client consent to share their data within HMIS must constitute INFORMED consent. The burden rests with the intake counselor to inform the Client before asking for consent. Partner Agencies must post the HMIS Privacy Notice (available in both English and Spanish) at their facility in a place conspicuous and accessible to clients and must provide a copy of the HMIS Privacy Notice to clients upon request.

Partner Agencies must explain the contents of the Client Informed Consent & Release of Information Authorization (ROI) and the Contra Costa County's Continuum of Care HMIS Privacy Notice (HMIS Privacy Notice) to the Client prior to entering client information into HMIS. During this explanation, Partner Agencies should summarize the following information:

1. ***What HMIS is*** - an internet-based database that is used by homeless service organizations across the Contra Costa CoC to record and store client-level information
2. ***Why the Partner Agency Uses it***
 - a. Efficiently coordinate the most effective services and resources for Clients
 - b. Better understanding homelessness in the community
 - c. Assess the types of resources needed in the local area
 - d. Track whether needs are being met in the community
3. ***Security***
 - a. Only specific staff who have signed an agreement to maintain the security and privacy of your information and participate in training courses can access HMIS.
 - b. HMIS is protected by passwords and encryption technology.

- c. HMIS must adhere to HUD Technical and Data Standards and other local, state and federal privacy laws

4. *How their PPI may be shared and disclosed*

- a. Coordinate services with other providers in the CoC
- b. Creating aggregated de-identified data to a third party like HUD
- c. Cooperate with law enforcement for a legitimate law enforcement purpose based on valid warrant or subpoena
- d. Full list of permissible disclosures is available in the HMIS Privacy Notice

5. *Clients Rights*

- a. No client information will be released to another agency without written or verbal consent from the Client. However, aggregate system wide data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission.
- b. Client has the right to not answer questions, unless admission to the program requires it.
- c. Client has right to access their record.
- d. Clients can't be refused services if consent is not provided.
- e. Clients can revoke consent at a later date.

6. *Benefits for Clients*

- a. Clients will not have to repeat their story to multiple agencies
- b. Case managers can use information in HMIS to link Client to appropriate resources in the community

The Client may sign a hard copy or electronic copy (on-screen signature) of the ROI. Once the client signs the ROI, the Partner Agency must document the ROI in the client's HMIS record. All written consent forms must be stored in a client's case management file for record-keeping and auditing purposes. The Partner Agency may store the hard copy in their internal files, but must provide the address of the hard copy file in the client's HMIS record; or the Partner Agency may scan and upload the hard copy or upload the electronic signed copy to the client's HMIS record. Partner Agencies must ensure that hard copy ROIs are stored in a location that is locked and not accessible to the general public.

The ROI is valid for ten (10) years. When the ROI expires after 10 years and the client's data is still active in HMIS, then Partner Agencies must obtain a new signed ROI from the client.

Obtaining Verbal Consent

A signed written ROI is the preferred method of obtaining client informed consent; however, verbal consent is permitted under the following circumstances:

1. Client's verbal consent is obtained through one-door registration, 211, or another hotline or dispatch call-center.

2. If verbal consent is obtained, Partner Agencies must make reasonable attempts to collect written consent upon Client's arrival into the program or through subsequent meetings with the client.

Exception: Phone registration and dispatch programs may enter client information without consent but must lock the record in HMIS. Upon client's arrival into the program, written consent must be obtained in order to unlock their record.

Consent for Minor Children

Partner Agencies must obtain consent to input a minor's data into HMIS from the minor's parent or legal guardian. The minor's consent must be documented on the head of household's ROI.

Client Refuses to Consent

Clients cannot be refused services solely based on their refusal to participate in HMIS. If the Client refuses to provide verbal or written consent, the Partner Agency must not share the Client's PII with any other partner agencies. Partner Agencies must lock the Client's HMIS record. Within 6 months of the Client's initial refusal, Partner Agencies should make one additional attempt to confirm whether the Client wishes to sign an ROI.

Adherence to Other Privacy Laws

The Participating Agency shall uphold Federal and State Confidentiality regulations to protect client records and privacy. If an agency is covered by the Health Insurance Portability and Accountability Act (HIPAA), the HIPAA regulations prevail. The Agency shall not require or imply that services must be contingent upon a Client's participation in HMIS. Services should be provided to a client regardless of HMIS participation, provided the client would otherwise be eligible for services.

Data Purpose & Use Limitations

Each Partner Agency will use or disclose personal information for activities described in this part of the notice. The Partner Agency assumes that clients consent to the use or disclosure of personal information for the purposes described here and for other uses and disclosures that are determined to be compatible with these uses or disclosures:

- a. To provide or coordinate services to a client.
- b. For payment or reimbursement of services for the participating organization.
- c. For administrative purposes, including but not limited to HMIS system administrator(s) and developer(s), and for legal, audit, personnel, and oversight and management functions.
- d. For creating de-identified PPI to disclose to a third party.
- e. To cooperate with a law enforcement official for a legitimate law enforcement purpose, consistent with applicable law and standards of ethical conduct, provided that such disclosure should be only the minimum amount of information necessary for the law enforcement official's immediate purpose, and the law enforcement official provides a

- lawful justification for the request (such as a warrant).
- f. As authorized by law, for victims of abuse, neglect, or domestic violence.
 - g. To prevent a serious threat to health or safety.
 - h. For academic research purposes but never published in an identifiable form.
 - i. Other uses and disclosures of your PPI can be made with your written consent.
 - j. A coroner, medical examiner or funeral director for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law.
 - k. Where disclosure is required by law.
 - l. To cooperate with legitimate requests for data from California State agencies that will be used for research, policy development, and/or creation of state-wide data warehouses.
 - m. For other purposes consistent with the ultimate goal of improving housing and homeless services that do not unduly burden the privacy rights of clients.

Each agency shall only solicit or input into HMIS client information that is essential to providing services to the client. Each agency shall not knowingly enter false or misleading data under any circumstance, nor use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

Access and Correction

Each Partner Agency must allow individuals to inspect and have a copy of their personal information that is maintained in HMIS in accordance with the HMIS Privacy Notice. Each agency must offer to explain any information that is not understood. Clients can exercise this right by making a written request to their social worker/case manager. Social workers/case managers can obtain assistance from their Agency Administrator, who can connect with the RED Team for additional support.

Within five (5) business days of the written request, the Partner Agency must provide the individual with:

- A correction of inaccurate or incomplete PPI;
- A copy of the consent form;
- A copy of the full HMIS Privacy Notice;
- A copy of the individual's HMIS records; and,
- A current list of participating organizations that have access to your HMIS data.

Partner Agencies must consider a written request for correction of inaccurate or incomplete, personal information. If the agency agrees that the information is inaccurate or incomplete, the agency may delete it, may choose to mark it as inaccurate or incomplete, and to supplement it with additional information.

Each Partner Agency may deny the individual's request for inspection or copying of personal information if:

- a. Information was compiled in reasonable anticipation of litigation or comparable proceedings
- b. Information is about another client/consumer
- c. Information was obtained under a promise of confidentiality and the disclosure would reveal the source of the information, or

- d. Disclosure of information would be reasonably likely to endanger the life or physical safety of any individual.

If the agency denies a request for access or correction, it must explain the reason for the denial and include documentation of the request and the reason for the denial. Each agency may reject repeated or harassing requests for access or correction.

Confidentiality

Each Partner Agency must maintain any/all personal information as required by federal, state, or local laws. Each Partner Agency shall ensure that all staff, volunteers and other persons who use HMIS are issued an individual User ID and password. Each Partner Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for HMIS receive confidentiality training, HMIS training, and comply with CONTRA COSTA HMIS Policies and Procedures.

Revocation

Clients may revoke their consent for sharing information in HMIS at anytime. Agencies shall facilitate this revocation by providing the client with the Client Revocation of Consent form if requested. Agencies should assist clients with completing the form if needed. Once the client has completed the form, Agencies should email the form securely to H3REDteam@cchealth.org.

Upon receipt of the revocation request, the Partner Agency shall remove the Client's PPI from the shared HMIS database and prevent further PPI from being added. Partner Agency staff shall inform the Client that only information going forward will not be shared. PPI that the client previously authorized to be shared cannot entirely be removed from the HMIS database and will remain accessible to the limited number of organizations that provided the Client with direct services.

Protections for Victims of Violence, Dating Violence, Sexual Assault, and Stalking

Victim Service Providers are prohibited from entering data into HMIS. Other agencies must take extra precautions when handling data from victims of domestic violence, dating violence, sexual assault, and stalking. A Partner Agency may disclose PPI about an individual whom it reasonably believes to be a victim of violence, dating violence, sexual assault, or stalking only to a government authority authorized by law to receive reports of abuse, neglect, or domestic violence where:

- Disclosure is required by law, and the disclosure complies with and is limited to the requirements of the law
- The individual agrees to the disclosure, or
- To the extent that the disclosure is expressly authorized by statute or regulation; and the Agency believes the disclosure is necessary to prevent serious harm to the individual or other potential victims; or if the individual is unable to agree because of incapacity, a law enforcement or other public official authorized to receive the report represents that the PPI for which disclosure is sought is not intended to be used against the individual and that an immediate enforcement

activity that depends upon the disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure.

A Partner Agency that makes a permitted disclosure about a domestic violence incident must promptly inform the individual that a disclosure has been or will be made, except if 1) the Partner Agency, in the exercise of professional judgment, believes informing the individual would place the individual at risk of serious harm; or 2) the Partner Agency would be informing a personal representative (such as a family member or friend), and the Partner Agency reasonably believes the personal representative is responsible for the abuse, neglect or other injury, and that informing the personal representative would not be in the best interests of the individual as determined by the Partner Agency in the exercise of professional judgment.

VII. Appendix D: HMIS Privacy Notice

Contra Costa County's Continuum of Care: **Homeless Management Information System (HMIS) PRIVACY NOTICE**

THIS PRIVACY NOTICE EXPLAINS UNDER WHAT CIRCUMSTANCES WE MAY SHARE AND DISCLOSE YOUR INFORMATION FROM CONTRA COSTA COUNTY'S HMIS. THIS NOTICE ALSO EXPLAINS YOUR RIGHTS REGARDING YOUR CONFIDENTIAL INFORMATION.

Brief Summary

[Effective 8/18/2020]

[Version 2]

This notice describes the privacy policy of the [Name of Homeless Agency]. We may amend this policy at any time and amendments may affect information obtained by the covered homeless organization before the date of change. We collect personal information only when appropriate. We may use or disclose your information to provide you with services. We may also use or disclose it to comply with legal and other obligations. We assume that you agree to allow us to collect information and to use or disclose it as described in this notice, based on your consent provided in the CLIENT INFORMED CONSENT & RELEASE OF INFORMATION AUTHORIZATION. You can inspect personal information about you that we maintain. You can also ask us to correct inaccurate or incomplete information. You can ask us about our privacy policy or practices. We respond to questions and complaints. Read the full notice for more details. Anyone can have a copy of the full notice upon request.

Contra Costa County's Continuum of Care:
Homeless Management Information System PRIVACY NOTICE

Full Notice

[Effective 8/18/2020]

[Version 2]

Please review this notice carefully. If you have difficulty reading this notice, please ask for assistance.

A. What This Notice Covers

1. This notice describes the policy and practices of [Name of Homeless Agency]. Our main office is at [address, email/web address, telephone].
2. The policy and practices in this notice cover the process of protected personal information for clients of [Name of Homeless Agency].

Our organization collects and shares information about individuals who access our services. The information is confidentially stored in a local electronic database called the Contra Costa County Homeless Management Information System (CCC HMIS). The CCC HMIS securely records information (data) about persons accessing housing and homeless services in Contra Costa County. This Privacy Notice explains how we process confidential personal information that we collect about you and your family. This confidential information is referred to as Protected Personal Information (PPI). We are required to protect the privacy of your PPI by complying with the privacy practices described in this Privacy Notice.

B. Why We Collect and Share Information

When you request or receive services from this program, we ask for information about you.

This information helps us continuously improve services to people experiencing homelessness by:

1. Efficiently coordinating the most effective services for you and your family;
2. Better understanding homelessness in your community;
3. Assessing the types of resources needed in your local area; and
4. Tracking whether needs are being met in your community.

By collecting your information for HMIS, we are able to generate aggregate statistical reports requested by the Department of Housing and Urban Development (HUD).

C. The Type of Information We Collect and Share in the HMIS

We collect and share PPI and general information obtained during your intake assessment, contact assessments while engaged with services, and exit assessments, including but not limited to:

1. Name and contact information
2. Social security number
3. Birthdate
4. Demographic information such as gender and race/ethnicity
5. History of homelessness and housing (including current housing status and where and when services have been accessed for both you and your family members)
6. Self-reported medical history including any mental health and substance use issues
7. Case notes and services
8. Case manager's contact information
9. Income sources and amounts; healthcare benefits; and non-cash benefits
10. Veteran status
11. Disability status
12. Household composition
13. Emergency contact information
14. Domestic violence history
15. Criminal history

D. How Your PPI Is Secured in the HMIS

The information you provide is entered into a computer program called the Homeless Management Information System (HMIS). This computer program operates over the Internet and is managed by the HMIS lead agency in Contra Costa County: the Health, Housing and Homeless Services Division of Contra Costa Health Services (H3). This agency is required by law to maintain the privacy of protected personal information and to provide you with notice of their legal duties and privacy practices with respect to protected personal information. The HMIS uses many security protections to ensure the safety and confidentiality of your information.

Your information is protected by passwords and encryption technology. Each HMIS user and participating organization must sign an agreement to maintain the security and privacy of your information and participate in training courses to ensure protection and security of your information. If an HMIS user or participating organization violates the agreement, their access rights may be terminated and may be subject to further penalties pursuant to applicable state and federal privacy laws.

E. How PPI May Be Shared and Disclosed

Unless restricted by other laws, the information we collect can be shared and disclosed under the following circumstances:

1. To provide or coordinate services to a client.
2. For payment or reimbursement of services for the participating organization.
3. For administrative purposes, including but not limited to HMIS system administrator(s) and developer(s), and for legal, audit, personnel, and oversight and management functions.
4. For creating de-identified PPI to disclose to a third party.
5. To cooperate with a law enforcement official for a legitimate law enforcement purpose, consistent with applicable law and standards of ethical conduct, provided that such disclosure should be only the minimum amount of information necessary for the law enforcement official's immediate purpose, and the law enforcement official provides a lawful justification for the request (such as a warrant).
6. As authorized by law, for victims of abuse, neglect, or domestic violence.
7. To prevent a serious threat to health or safety.
8. For academic research purposes but never published in an identifiable form.
9. Other uses and disclosures of your PPI can be made with your written consent.
10. A coroner, medical examiner or funeral director for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law.
11. Where disclosure is required by law.
12. To cooperate with legitimate requests for data from California State agencies that will be used for research, policy development, and/or creation of state-wide data warehouses.
13. For other purposes consistent with the ultimate goal of improving housing and homeless services that do not unduly burden the privacy rights of clients.

F. Providing Your Consent for Sharing PPI in the HMIS

In addition to providing you this Privacy Notice, we will also obtain your written consent through a Release of Information unless an exception applies. *Exception:* In a situation where we are gathering PPI from you during a phone screening, street outreach, or community access center sign-in, your verbal consent can be used to share your information in HMIS. If we obtain your verbal consent, you will be requested to provide written consent during your initial assessment. If you do not appear for your initial assessment, your information will remain in HMIS until you revoke your consent in writing.

You have the right **not** to provide protected personal information to an agency. You may exercise your right of privacy by not answering any or all of the personal questions asked by the agency. You will not be denied services for not answering questions regarding your protected personal information, unless federal statute requires that your data must be shared as a condition of program participation.

G. How to Revoke Your Consent for Sharing Information in the HMIS

You may revoke your consent at any time. Your revocation must be provided either in writing or by completing the *Client Revocation of Consent form*. You may receive help to complete this form. Upon receipt of your revocation, we will remove your PPI from the shared HMIS database and prevent further PPI from being added. The PPI that you previously authorized to be shared cannot be entirely removed from the HMIS database and will remain accessible to the limited number of organization(s) that provided you with direct services.

Your Rights to Your Information in the HMIS

You have the right to receive the following, no later than five (5) business days of your written request:

1. A correction of inaccurate or incomplete PPI;
2. A copy of your consent form;
3. A copy of the full CCC HMIS Privacy Notice;
4. A copy of your HMIS records; and
5. A current list of participating organizations that have access to your HMIS data.

We are required to explain any information that you may not understand (HMIS Privacy and Security Standards §4.2.5). You can exercise these rights by making a written request, either written by yourself or by someone designated on your behalf. You can either email or mail your written request:

- ☐ Email written request to: H3REDteam@ccealth.org;

or

- ☐ Mail the request to: H3 Research, Evaluation, and Data Team
2400 Bisso Lane, Suite D, 2nd Floor
Concord, CA 94520

Your Privacy Rights Regarding Your Information in the HMIS

If you believe your privacy rights have been violated, you may send a written grievance, either written by yourself or someone you designated on your behalf, to **[Enter agency name, email address, and/or mailing address]**. This agency has the responsibility to notify the HMIS lead agency (H3) of the grievance within 3 business days of receipt. You will not be retaliated against for filing a grievance. If your grievance is not resolved to your satisfaction, you may send a written grievance appeal to the Research, Evaluation, and Data team at H3REDteam@ccealth.org. If there is a need to escalate the complaint/grievance, it will be taken to the Contra Costa Oversight Committee for further investigation. The Oversight Committee will review the complaint/grievance and provide recommendations on the solution. If a solution can be reached, the grievance is closed.

Amendments to this Privacy Notice

The policies in this notice may be amended by the HMIS lead agency at any time. These amendments may affect information obtained by this organization before the date of the change. Amendments regarding use or disclosure of PPI will apply to information (data) previously entered in HMIS, unless otherwise stated. All amendments to this privacy notice must be consistent with the requirements of the federal HMIS privacy standards. This organization must keep permanent documentation of all privacy notice amendments.

VIII. Appendix E: Supporting Forms and Documents

Supporting Forms and Documents

The following forms and documents related to HMIS operations can be found at:

<https://cchealth.org/h3/coc/partners.php>.

- Contra Costa HMIS Access Application Form
- Client Informed Consent and Release of Information Authorization
- Release of Information Client Benefits
- Standardized Intake Form
- Contra Costa County's Continuum of Care HMIS Privacy Notice
- HMIS Client Revocation of Consent
- Contra Costa HMIS Data Collection Guide
- Clarity HMIS Workflow End User Training (Clarity's User's Manual)

EXHIBIT B
TWO YEAR BUDGET

Exhibit B

**BACS Two Year Budget
for Non-Congregate Bridge Housing Program**

Category		Total 2 Year Budget
Personnel		
Position	FTE*	
Program Manager	1	\$ 200,000.00
Housing Locators/Care Coordinators	2	\$ 208,000.00
Residential Counselors	7	\$ 698,880.00
Quality Improvement Administrator	0.25	\$ 27,040.00
Benefits and Taxes (@ 20%)		\$ 283,480.00
SUBTOTAL		\$ 1,417,400.00
Services and Supplies		
Participant Meals/Food (45 meals 1x daily at \$4/meal and add'l snacks)		\$ 170,000.00
Participant Supplies (Laundry, Transportation Passes, Clothing, etc.)		\$ 24,000.00
Program Supplies		\$ 25,000.00
Office Supplies and Expenses		\$ 20,000.00
Equipment		\$ 15,000.00
Communications		\$ 2,500.00
Staff Transportation		\$ 50,000.00
Insurance		\$ 7,000.00
Flex Funds associated with Permanent Housing Exit Assistance		\$ 600,000.00
SUBTOTAL		\$ 913,500.00
Administrative Expenses		
Indirect Costs (10% maximum)		\$ 233,090.00
SUBTOTAL		
TOTAL BUDGET		\$ 2,563,990.00

**FTE reflects the staff time that will be allocated towards NCBH program.*

EXHIBIT C FEDERAL PROVISIONS

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by the CLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

Exhibit C

without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(iii) Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (i) through (iii) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iii) of this section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection

Exhibit C

Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

Exhibit C

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Exhibit C

Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Exhibit C

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

Exhibit C

**BACS Two Year Budget
for Non-Congregate Bridge Housing Program**

ATTACHMENT C

Category		Total 2 Year Budget
Personnel		
Position	FTE*	
Program Manager	1	\$ 200,000.00
Housing Locators/Care Coordinators	2	\$ 208,000.00
Residential Counselors	7	\$ 698,880.00
Quality Improvement Administrator	0.25	\$ 27,040.00
Benefits and Taxes (@ 20%)		\$ 283,480.00
SUBTOTAL		\$ 1,417,400.00
Services and Supplies		
Participant Meals/Food (45 meals 1x daily at \$4/meal and add'l snacks)		\$ 170,000.00
Participant Supplies (Laundry, Transportation Passes, Clothing, etc.)		\$ 24,000.00
Program Supplies		\$ 25,000.00
Office Supplies and Expenses		\$ 20,000.00
Equipment		\$ 15,000.00
Communications		\$ 2,500.00
Staff Transportation		\$ 50,000.00
Insurance		\$ 7,000.00
Flex Funds associated with Permanent Housing Exit Assistance		\$ 600,000.00
SUBTOTAL		\$ 913,500.00
Administrative Expenses		
Indirect Costs (10% maximum)		\$ 233,090.00
SUBTOTAL		
TOTAL BUDGET		\$ 2,563,990.00

**FTE reflects the staff time that will be allocated towards NCBH program.*



**PROGRAM DESCRIPTION FOR NON-CONGREGATE BRIDGE HOUSING SITE
515 EAST 18TH STREET, ANTIOCH, CA**

Overview of the Program Model. The site will be operated as a Non-Congregate Bridge Housing program for people in Antioch who are unhoused. “Non-congregate” refers to the facility configuration - each participant in the program will have a room. “Bridge Housing” means that the program offers a short-term place to stay while participants “bridge” to more permanent housing. Participants will receive intensive support services from a highly experienced non-profit service provider to help them stabilize and develop a plan to secure housing.

Target Population and Program Size. Participants in the program will all be adults age 18 or older. Each room in the program will be occupied either by 1 or 2 adults. There will be no minors allowed in the program. The program will have the capacity to serve 45 adult participants at one time. There is no fixed time limit for stays but participants are anticipated to stay between 120 days and 180 days.

Program Operations and Community Safety. The program will be operated by a non-profit service provider under contract with the City of Antioch. The service provider will have staff on-site 24 hours per day, 7 days per week. Staff responsibilities will include: enrolling participants, ensuring participants are following program rules, maintaining the safety of participants and the community, and providing supportive services. Staff are trained in conflict resolution, de-escalation, and other safety protocols. In the event of an emergency or situation that requires an urgent response, staff will call 911.

The property includes perimeter fencing and access to the site will be monitored 24/7. Only staff, participants and approved guests will be permitted to access the property. Participants will be able to bring pets and a reasonable number of belongings when they move into the program.

The service provider will be responsible for naming a staff point of contact for the community and for meeting as needed with neighbors and other community stakeholders to answer questions and address any neighborhood concerns about the program.

Supportive Services. Each participant will work with a case manager and housing specialist who will help to develop a service plan, as well as a plan to secure housing. The service provider will support participants in accessing a wide range of community-based services:

- Employment and job training services
- Health care
- Behavioral health services (mental health services and substance use recovery)
- Transportation assistance
- Legal services

Meals and laundry will also be provided on-site.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Traffic Calming Program Update, PW 282-19

RECOMMENDED ACTION

It is recommended that the City Council receive an update on the traffic calming program and provide recommendations, if any, on potential changes to the policy.

FISCAL IMPACT

There is no fiscal impact to this item.

DISCUSSION

On December 12, 2017, City Council created a Traffic Calming Policy ("Policy") to address vehicular speeding issues in residential neighborhoods throughout the City. Due to the high response requirement in the Policy, no streets qualified for implementation of traffic calming measures.

On August 25, 2020, City Council approved an amendment to the Policy to include the following changes:

- To be considered for installation of traffic calming devices, a minimum of 25 percent of all ballots must be returned with 67 percent of the returned ballots in favor of the proposed installation.
- Each ballot will include a prepaid mail back postcard.
- For removal of traffic calming devices, a minimum of 50 percent of all ballots must be returned with at least 75 percent of all returned ballots in favor of removal.
- The application for speed hump or speed cushions will include a petition for neighborhood support.

Since the changes to the Policy were implemented, City staff have received 30 requests for traffic calming, 13 of the 30 requests have met the qualifications of the Policy, 9 traffic calming devices have been installed, and 27 traffic calming devices are planned to be installed as part of the next traffic calming project currently under design.

ATTACHMENTS

- A. Traffic Calming Policy
- B. Neighborhood Traffic Calming Location List

ATTACHMENT "A"



City of Antioch Traffic Calming Policy **Revision Adopted on August 25, 2020**

PHASE I – ENFORCEMENT & ENGINEERING

- Conduct a Speed Study – The Traffic Engineering Division will conduct a speed study to determine the extent of the speed and traffic volume, and whether traffic enforcement can be applied effectively during specific time periods. This will be based on a reasonable number of violators exceeding the 85th percentile speed during those identified in peak volume time periods. The speed study will be conducted for a 24-hour period unless the concern is based on weekends or as recommended by the Public Works Engineering. The speed study will identify the total traffic volume as well as speeds and time of day when the speeds occur.
- Establish and Post Appropriate Signage & Striping – Public Works Engineering will ensure that appropriate traffic signage and roadway striping is in place and add either, if needed.
- Mobile radar trailer – The City will place its mobile radar trailer during daytime hours in order to inform drivers of their speeds.
- Traffic Enforcement – If identified time periods and a reasonable number of vehicles exceed the 85th percentile speed, as determined by the Police Department and/or Public Works Engineering then enforcement steps shall be taken. A follow-up speed survey will be conducted if the speeding continues to be a concern.

Staff will accept requests in the form of completed applications for speed humps/cushions and collect the appropriate data to verify and quantify the speeding problem on the particular roadway section. Staff will evaluate the results and prioritize the roadway sections based on number and severity of collisions, the critical speed, volumes, and other applicable criteria. Proceeding to Phase II will be prioritized based on the rankings of the roadway sections.

PHASE II – TRAFFIC CALMING DEVICES

If Phase I steps do not resolve the speeding issues, then placement of traffic calming devices will be considered.

Speed Humps/Cushions – The placement of elongated speed humps/cushions may be installed when the criteria set forth in this Policy have been met, and a minimum of 25 percent of all ballots must be returned with 67 percent in favor of the proposed installation.

Neighborhood Support

The amount of neighborhood support for the proposed plan will be in the form of mail-in ballots. City staff will mail out ballots along with information of the ballot process.

Distribute Ballots to Local Residents

Ballots will be distributed to all residents, property owners, apartment units, and businesses within the affected area to determine the level of support for the proposed plan. The ballots will include a description and map of the proposed plan indicating the location of devices. The ballot will also include a mail back postcard with two questions for residents to respond to. Those questions are:

1. Do you support the proposed plan?
2. Would you oppose a traffic calming device to be installed adjacent to your property?

The mail back postcard will also provide a space for residents to write comments regarding the proposed plan.

Determine Neighborhood Support

Once the ballots are received by the City, a minimum response rate and approval rate must be met. For implementation of traffic calming devices, a minimum of 25 percent of all ballots must be returned with 67 percent in favor of the plan. For example, if 100 ballots are mailed out, at least 25 must be returned with 17 in favor of the proposed plan.

Apartments present a unique situation because residents may be less likely to respond. For this reason, ballots from apartment units are not counted toward the minimum response rate, but will be counted in favor or against the proposed installation. Furthermore, if the minimum number of ballots is not received, the City staff can assist in reminding neighborhood residents to submit their return postcards in order to meet the minimum response rate.

If the minimum response rate is met but 67 percent of residents are not in favor of the proposed plan, then the City has one opportunity to revise the plan. This would require modifying the plan to address the aspects of the plan that were not favored by the neighborhood residents. Modifying the plan would also require consulting the affected agencies, holding a public meeting to present the revised plan, and redistributing ballots to the affected area.

Speed Humps/Cushion Placement Criteria

Enforcement is a potential method to address speeding concerns, but limitations on resources cannot guarantee constant presence. Speed humps/cushions are often requested as a possible solution to speeding concerns. Staff has evaluated speed hump/cushion policies from numerous jurisdictions and compiled the following information and criteria for the City of Antioch.

- A. Research has indicated that speed humps/cushions have the following advantages:
 - 1) Vehicle speeds are decreased at the speed hump/cushion and at locations between properly spaced speed humps/cushions
 - a. Once in place, speed and volume modifications tend to remain constant over time
- B. Research has also indicated the following disadvantages:

A2

- 1) Speed humps/cushions will often divert traffic to other streets, especially where the traffic volume is comprised of "cut-thru or short-cut" traffic. Consequently, an additional traffic problem or speed hump/cushion request is created.
- 2) Emergency response time may increase
 - a. The Fire District will provide input on a case by case basis on whether or not fire truck wheel path breaks are needed (speed cushion as opposed to speed hump)
- C. Residents may object to the aesthetics regarding the speed humps/cushions, markings and signing required
 - 1) Possible increased noise levels
 - 2) In order to achieve the desired effect, a number of speed humps are required. A single speed hump will act only as a point speed control
 - 3) Driving or riding over speed bumps can cause pain or discomfort for persons with certain physical disabilities
- D. Roadways that meet all of the following criteria will be considered for the placement of speed humps/cushions:
 - 1) Street width (40 feet maximum)
 - 2) Street includes curb and gutter
 - 3) Speed limit is 25 mph or less
 - 4) Maximum grade is 7%
 - 5) Minimum length of 1,000 feet
 - 6) Generally front-on residential development, a park or a school
- E. The factors included in the decision to place speed humps shall include the following:
 - 1) 85th percentile speed exceeds the speed limit by 7 mph
 - 2) 50% of the vehicles exceed the speed limit
 - 3) Minimum of 25 percent of all ballots must be returned with a 67 percent approval of the proposed installation. (1 vote per residence)
 - 4) 75% of the residents and/or property owners adjacent to the hump/cushion approve the installation (1 vote per residence)
- F. Other factors to be considered by the City include:
 - 1) Speed related collision history
 - 2) Diversion and possible impacts to neighboring residential streets
 - 3) Acceptable to emergency service providers, transit agency, and school district
 - 4) Funding constraints
- G. If speed humps/cushions are approved they shall be placed in the following fashion:
 - 1) Spacing of 500 feet (+/- 50 feet)
 - 2) 200 feet from any intersection, significant horizontal or vertical curve
 - 3) Speed hump signs and markings will be included

PHASE III – REMOVAL OF TRAFFIC CALMING DEVICES

To initiate the removal process, an application for speed humps/cushions must be submitted by a resident who is living on the street in which the removal of a device(s) would occur. The application can only be accepted after one-year of construction for the plan. Similar to the process to initiate the plan implementation, signatures of ten supporting neighborhood residents must be included on the application. The application

A3

must also state the locations of devices for removal. Once City staff receives the application, the City will organize and distribute ballots for the removal process, and will be sent to the affected residences.

Determine Neighborhood Support

Once the ballots are received by the City, a minimum response rate and approval rate must be met at a higher level than the implementation process. For removal of traffic calming devices, a minimum of 50 percent of all ballots must be returned with at least 75 percent of all ballots in favor of removal. Apartment units do not count toward the minimum response rate. If the minimum response or approval rates are not met, the application cannot be resubmitted for the next three years.

ATTACHMENT "B"

NEIGHBORHOOD TRAFFIC CALMING LOCATION LIST STATUS UPDATE JULY 2022

STREET	FROM	TO	STATUS
E 13th Street	E. Lake Drive	Minaker Drive	Completed
Eagleridge Drive	Bluerock Drive	Rockford Drive	Completed
Hidden Glen Drive	Hillcrest Avenue	Ridgeline Drive	Completed
Mission Drive	Buchanan Road	Los Altos Way	Completed
Asilomar Drive	Deer Valley Road	Eagleridge Drive	In Design CIP FY 2022/2024
Clearbrook Road	Lonetree Way	Camby Road	In Design CIP FY 2022/2024
Country Hills Drive	Appaloosa Way	Shannondale Drive	In Design CIP FY 2022/2024
Deerfield Drive	Hillcrest Avenue	Via Dora Drive	In Design CIP FY 2022/2024
Garrow Drive	Sweeney Road	Lindely Drive	In Design CIP FY 2022/2024
Gentrytown Drive	Buchanan Road	James Donlon Blvd	In Design CIP FY 2022/2024
Longview Road	Contra Loma Blvd	G Street	In Design CIP FY 2022/2024
Prewett Ranch 1	Sunview Way	Summerfield Drive	In Design CIP FY 2022/2024
Prewett Ranch 2	Dallas Ranch Road	Cedar Ridge Way	In Design CIP FY 2022/2024
Tulip Drive	Auto Center Drive	Poppy Way	In Design CIP FY 2022/2024
Barmouth Drive	Davison Drive	Burwood Way	Approved - Waiting List
Biglow Drive	E 18th Street	Gary Avenue	Approved - Waiting List
Carpenteria Drive	Eagleridge Drive	Deer Valley Road	Approved - Waiting List
Hummingbird Drive	Killdeer Drive	Cambridge Drive	Approved - Waiting List
Judsonville Drive	Noakes Drive	Hansen Drive	Approved - Waiting List
San Jose Drive	Buchanan Road	Rio Grande Drive	Approved - Waiting List
Sunflower Drive	Wildflower Drive	Larkspur Drive	Approved - Waiting List
Colosseum Way	Observation Way	Table Mountain Way	Ready for neighborhood Vote/Ballot
Desrys Blvd	Delta Fair Drive	Reimche Drive	Ready for neighborhood Vote/Ballot
Judsonville Drive	Wilmont Ct	Pray Court	Ready for neighborhood Vote/Ballot
Mokelumne Drive	Observation Way	Table Mountain Way	Ready for neighborhood Vote/Ballot
Prewett Ranch 3	Candlewood Way	Grass Valley Way	Ready for neighborhood Vote/Ballot
W 10th Street	C Street	F Street	Ready for neighborhood Vote/Ballot
Deermeadow Way	Sterling Hills Drive	Wolf Way	New petition recently received
Drake Street	G Street	Lindburg Street	New petition recently received
Enea Way	Putnam Street	St Frances Drive	New petition recently received
Mahogany Way/Manzanita Way	Banyan Way	Sycamore Drive	New petition recently received
San Carlos Drive	Contra Loma Blvd	Enea Way	New petition recently received
Tregallas Road	G Street	Lone Tree Way	New petition recently received
W 9th Street	A Street	L Street	New petition recently received

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

APPROVED BY: Cornelius Johnson, Interim City Manager *RBM for CJ*

SUBJECT: New Class Specifications, Assigning Salary Ranges, Assigning the Classifications to the Bargaining Units

RECOMMENDED ACTION

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

- 1) Adopt a Resolution Approving the New Class Specification for Principal Executive Assistant Assigning a Salary Range, Assigning the Classification to the Management – Mid/Professional Bargaining Unit.
- 2) Adopt a Resolution Approving the New Class Specification for Human Resources Specialist, Assigning a Salary Range, Assigning the Classification to the Confidential Bargaining Unit.

FISCAL IMPACT

Below is the annual cost of each Class Specification:

The salary range (without benefits) for one (1) Principal Executive Assistant is \$100,212 - \$121,812. The total annual range of cost of funding (1) Principal Executive Assistant is (Step A – Step E) \$197,518 - \$233,920. The net cost to the General Fund for this promotional position is estimated to be a \$24,505 cost increase over the current FY23 budgeted cost of a Senior Executive Assistant.

The salary range (without benefits) for one (1) Human Resources Specialist is \$76,860 - \$93,420. The total annual range of cost of funding (1) Human Resources Specialist is (Step A – Step E) \$155,175 - \$182,332. The net cost to the General Fund of this promotional position is estimated to be \$16,443 increase over the current FY23 budgeted cost of a Human Resources Technician.

DISCUSSION

The following class specifications are proposed for establishment:

Principal Executive Assistant

The Principal Executive Assistant class specification will be part of the career path for Senior Executive Assistant and creates an intermediate role between Senior Executive Assistant and the Assistant to the City Manager classification. Some of the duties include:

- Manage and train clerical and administrative support staff. Plan and organize work activities; recommend improvements in workflow, procedures, and use of equipment and forms; implement improvements as approved; develop and revise office forms and report formats as required; organize and maintain filing systems.
- Project lead for City website. Work closely with webmaster and City departments team to execute appropriate changes needed to create navigation and optimization that guides users with ease, more effortless scrolling, visually appealing images, clear buttons, City Happenings slider and social media quick links and language options.
- Manage social media, overseeing department campaigns, content creation, design and proper use of City Wordmark, responding to public inquiries. Monitors website to determine consolidation of information onto the City Facebook page.
- Assist in assembling and preparing the annual budget for the City Manager's office; monitor expenditures against budget; prepare purchase requisitions and requests for payment. Track all purchase orders with the City Manager's department for timely payments and changes to agreements and amendments.
- Serve as primary liaison for City events, including, but not limited to, Groundbreaking Ceremonies, Mayor's Conference, State of the City Addresses, Key to the City presentations, Ribbon Cutting events.
- Provide assistance for various committees, prepare correspondence materials to residents, participating in discussions and critical decision making.

Please refer to Attachment A – Exhibit 1 for the details of the Principal Executive Assistant Class Specification.

Human Resources Specialist

The Human Resources Specialist Class Specification will be part of the career path for the Human Resources Technician and creates an intermediate role between Human Resources Technician and the Human Resources Analyst classification. Some of the duties include:

- Coordinate the performance evaluation process; send appropriate reminders; modify evaluation information for leaves, promotions, transfers and other changes; prepare appropriate personnel action forms; maintain an electronic tracking system for performance evaluations.
- Conduct salary surveys and respond to requests from other agencies; calculate salary adjustments according to MOUs and other contracts or agreements; update salary schedules and prepare corresponding personnel action forms.

- Provide assistance with workers compensation and safety program; process claims, conduct follow-up with supervisors, prepare and distribute forms and documents and facilitate safety meetings.

Please refer to Attachment B – Exhibit 1 for the Human Resources Specialist Class Specification.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Principal Executive Assistant Class Specification

B. Resolution

Exhibit 1 to Resolution – Human Resources Specialist Class Specification

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR PRINCIPAL EXECUTIVE
ASSISTANT, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE MANAGEMENT (MID/PROFESSIONAL) BARGAINING
UNIT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan;

WHEREAS, staff has determined that a New Classification of Principal Executive Assistant is needed;

WHEREAS, for internal equity purposes the recommended salary range for the Principal Executive Assistant Classification is \$8,351 - \$10,151 per month;

WHEREAS, the Management Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, the Principal Executive Assistant Class Specification will be assigned to the Management (Mid/Professional) Bargaining Unit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. That the Class Specification for the classification of Principal Executive Assistant, attached hereto as "Exhibit 1", be approved and added to the City of Antioch Employees' Classification System;

Section 2. That the Principal Executive Assistant Classification be assigned a monthly salary range of \$8,351 - \$10,151; and

Section 3. That the Principal Executive Assistant Classification be assigned to the Management (Mid/Professional) Bargaining Unit.

* * * * *

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 July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

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

PRINCIPAL EXECUTIVE ASSISTANT

*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 executive direction, provides highly responsible, complex, sensitive, and confidential administrative, secretarial, advanced clerical, technical and programmatic support functions of a general or specialized nature in support of the City Manager's Office; works with a high degree of independence; exercising judgment and initiative, relieves assigned staff of clearly defined and delegated administrative or technical detail; and assists the City Manager, Mayor, City Council members, and associated administrative staff with special programs, projects, and research.

DISTINGUISHING CHARACTERISTICS

The Principal Executive Assistant class series work performed is critical, confidential, and politically sensitive, requiring thorough knowledge of City-wide procedures and policies. Strong interpersonal skills, political awareness, sensitivity and tact are necessary to perform effectively often in a rapidly changing environment. The Principal Executive Assistant provides direct supervision to clerical and other administrative support staff, works with a high degree of independence, and exercises discretion in the resolution of complex and sensitive problems. In the absence of clerical and administrative support staff, provides a full range of executive staff support to the City's chief executive officer, Mayor, and City Council members. The incumbent may also perform assigned technical duties in support of various City operations. The technical nature of the work and the frequent use of initiative, independent judgment and discretion in dealing with a variety of individuals coupled with the need for highly developed office administrative skills differentiate this class from other administrative classes.

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. Perform a wide variety of varied, complex, sensitive, highly responsible, and confidential office administrative, secretarial, advanced clerical, and routine programmatic support functions in support of assigned programs or projects with only occasional instruction or assistance; relieve supervisor of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
2. Manage and train clerical and administrative support staff. Plan and organize work activities; recommend improvements in workflow, procedures, and use of equipment and forms; implement improvements as approved; develop and revise office forms and report formats as required; organize and maintain filing systems.
3. Serve as liaison between the City Manager's office and the general public, City staff, and outside groups and agencies; provide general and specialized information and assistance regarding assigned function that may require the use of judgment, tact, and sensitivity and the interpretation of policies, rules, and procedures as appropriate; explain programs, policies, and activities related to specific program area of assignment.
4. Receive and screen communications to the City Manager and assigned executive staff members including office visitors, telephone calls, e-mail messages, and mail; provide assistance using independent judgment to determine those requiring priority attention; calendar appointments; refer

callers and/or complaints to appropriate City staff for further assistance as needed and/or take or recommend actions to resolve the complaint; develop and implement tracking systems.

5. Project lead for City website. Work closely with webmaster and City departments team to execute appropriate changes needed to create navigation and optimization that guides users with ease, more effortless scrolling, visually appealing images, clear buttons, City Happenings slider and social media quick links and language options.
6. Prepare special reports and perform special projects that may require researching, gathering, and organizing information from a variety of sources; assist assigned staff with special projects as assigned; research information as requested.
7. Manage social media, overseeing departments campaigns, content creation and design for City Managers Office, Public Works, Finance, Community Development, responding to public inquiries on Facebook, and overseeing proper use of City Wordmark. Monitors website to determine consolidation of information onto the City Facebook page.
8. Draft and/or type, word process, format, edit, revise, and print a variety of documents and forms including reports, correspondence, memoranda, agenda items and reports, agreements, ordinances, resolutions, technical and statistical charts and tables, and other specialized and technical materials from rough drafts, dictation, modified standard formats, and brief verbal instructions.
9. Proofread, verify, and review materials, applications, records, reports, and publications for accuracy, completeness, and conformance with established standards, regulations, policies, and procedures; ensure materials, reports, and packets for signature are accurate and complete.
10. Develop, revise, and maintain standardized and master documents; compose correspondence, reports and informational materials; assist in designing and producing technical information handouts; copy, disseminate, and post documents and information as appropriate.
11. Participate in the collection, compilation, and analysis of information from various sources on a variety of specialized topics related to assigned programs; participate in the preparation of reports that present and interpret data, identify alternatives, and make and justify recommendations.
12. Manage execution of contracts and other documents by the City Manager, Mayor or other appropriate signatories, ensuring that all documentation required for execution are in order and properly filed, including but not limited to Notary Public, resolutions, business licenses, insurance certificates and the like.
13. Maintain accurate and up-to-date office files, records, and logs for assigned areas; develop, prepare, and monitor various logs, accounts, and files for current and accurate information including manual and computer logs other specialized or technical documents processed; maintain and process payroll records.
14. Compile, prepare, and enter data into a computer from various sources including accounting, statistical, and related documents; create and maintain computer based tracking information and reports including assigned databases, records, and lists; create standard statistical spreadsheets; input corrections and updates; assist in the compilation of reports.
15. Assist in assembling and preparing the annual budget for the City Manager's office; monitor expenditures against budget; prepare purchase requisitions and requests for payment. Track all

CITY OF ANTIOCH
PRINCIPAL EXECUTIVE ASSISTANT (CONTINUED)

purchase orders with the City Manager's department for timely payments and changes to agreements and amendments.

16. Attend to a variety of office administrative details such as ordering supplies, arranging for equipment repair, transmitting information, and keeping reference materials up to date; organize and maintain office and specialized files in accordance with the City's records management program.
17. Serve as primary liaison for City events, including, but not limited to, Groundbreaking Ceremonies, Mayor's Conference, State of the City Addresses, Key to the City presentations, Ribbon Cutting events.
18. Provide assistance for various committees, prepare correspondence materials to residents, participating in discussions and critical decision making.
19. Maintain calendar of activities, meetings, and various events for the City Manager and other assigned staff; coordinate activities and meetings with other City departments, the public, and outside agencies; coordinate and arrange special events as assigned; schedule meetings; coordinate arrangements and set up meeting rooms; notify participants; prepare and/or assemble meeting materials.
20. Coordinate, make, process, and confirm travel arrangements for the City Manager and other assigned staff, the Mayor and City Council; arrange for transportation and accommodations for travel; check and process expense claims.
21. Utilize various computer applications and software packages; develop, enter data, maintain, and generate reports from a database or network system; design, maintain, and utilize data to develop reports using spreadsheet software; create, format, and revise charts, graphs, flowcharts, worksheets, booklets, brochures, and forms using word processing software.
22. 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:

- Organization, operation, functions, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Principles and practices of office administration.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of fiscal, statistical, and administrative research and report preparation.
- Principles and practices of sound business communication.
- Principles of business letter writing and report preparation.
- Basic principles and practices of budget preparation and administration.
- Basic accounting and bookkeeping principles and practices.
- Records management principles and procedures including record keeping and filing principles and practices.
- Mathematical principles.

- English usage, spelling, grammar, and punctuation.
- Customer service and public relations methods and techniques.
- Methods and techniques of proper phone etiquette.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Independently perform a full range of varied complex, sensitive, highly responsible, and confidential office administrative, secretarial, advanced clerical, and routine programmatic support functions of a general or specialized nature in support of assigned programs, division, and/or department with only occasional instruction or assistance.
- Plan and organize work to meet changing priorities and deadlines.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Type or enter data at a speed necessary for successful job performance.
- Participate in researching, compiling, analyzing, and interpreting data.
- Prepare clear, accurate, and concise reports.
- Establish, organize, and maintain a variety of specialized files and records.
- Independently prepare correspondence and memoranda.
- Perform mathematical calculations.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Understand and carry out oral and written directions.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies on sensitive issues in area of responsibility.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Utilize public relations techniques in responding to inquiries and complaints.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent of the completion of the twelfth grade supplemented by specialized or college level course work in secretarial science, office procedures, business administration, or a related field. An Associates of Arts Degree in a related field is desirable.

Experience:

Ten years of increasingly responsible secretarial and office administrative support experience including experience providing assistance to management personnel. Some experience in municipal government is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting with extensive public contact and frequent interruptions.

Physical: Primary functions require sufficient physical ability and mobility to work in an office 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; and to verbally communicate to exchange information.

FLSA: Exempt

July 2022

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR HUMAN RESOURCES
SPECIALIST, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan;

WHEREAS, staff has determined that a New Classification of Human Resources Specialist is needed;

WHEREAS, for internal equity purposes the recommended salary range for the Human Resources Specialist Classification is \$6,405 - \$7,785 per month;

WHEREAS, the Confidential Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, the Human Resources Specialist Class Specification will be assigned to the Confidential Bargaining Unit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. That the Class Specification for the classification of Human Resources Specialist, attached hereto as "Exhibit 1"; be approved and added to the City of Antioch Employees' Classification System;

Section 2. That the Human Resources Specialist Classification be assigned a monthly salary range of \$6,405 - \$7,785; and

Section 3. That the Human Resources Specialist Classification be assigned to the Confidential Bargaining Unit.

* * * * *

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 July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

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

HUMAN RESOURCES SPECIALIST

*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 direction, performs a wide variety of technical and paraprofessional duties involving the administration of the City's Human Resources system including in the areas of the City's benefit program, recruitment and selection, classification and compensation programs, and workers compensation functions; interprets and applies policies and procedures as well as state and federal regulations and collective bargaining agreements to ensure compliance; and performs a variety of general technical and clerical functions in support of assigned area of responsibility.

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. Perform a variety of specialized technical duties in support of the City's Human Resources Department including support of the City's benefit programs, recruitment and selection, classification and compensation programs and workers compensation functions.
2. Interact with City divisions, departments, staff, and the public in all matters related to the area of assignment; provide information and interpret and apply Human Resources policies and procedures.
3. Coordinate all facets of the recruitment and selection process including but not limited to developing recruitment strategies, preparing job announcements, placing appropriate advertising, screening and rating applications, conducting tests, and scheduling, designing, coordinating, and facilitating the interview process.
4. Coordinate all aspects of the hiring process; initiate fingerprinting and schedule pre-employment physicals; prepare offer letter and personnel action forms; prepare and conduct new employee orientation.
5. Enroll employees in the City's retirement and insurance programs; answer questions regarding benefit programs; maintain required information on employee, dependent and retiree benefits.
6. Coordinate the performance evaluation process; send appropriate reminders; modify evaluation information for leaves, promotions, transfers and other changes; prepare appropriate personnel action forms; maintain an electronic tracking system for performance evaluations.
7. Set up and maintain complex personnel records; audit and supervise the processing of personnel action forms.
8. Conduct salary surveys and respond to requests from other agencies; calculate salary adjustments according to MOUs and other contracts or agreements; update salary schedules and prepare corresponding personnel action forms.

CITY OF ANTIOCH
HUMAN RESOURCES SPECIALIST (CONTINUED)

9. Provide assistance with workers compensation and safety program; process claims, conduct follow-up with supervisors, prepare and distribute forms and documents and facilitate safety meetings.
10. Participate in and administer various programs including, but not limited to, the Service Award Program, Educational Incentive Program and DMV Pull Notice Program; prepare and maintain logs and records of program operations.
11. Organize, update and maintain a wide variety of resource information; monitor various reports and notices and follow up as necessary; scan and maintain data in computerized scanning system.
12. Perform a variety of general clerical support functions including receiving and processing mail, composing, typing and proofreading letters, forms and documents, and preparing reports.
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:

- Principles, practices and theories of modern human resource management.
- Methods, practices, terminology, and procedures used in benefits administration.
- Principles and practices used in recruitment and selection.
- Applicable federal, state and local laws and regulations related to municipal human resource functions.
- Organization, procedures and operating details of the City.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles, practices, and procedures of business letter writing.
- Principles and procedures used in complex, inter-related record keeping.
- Principles and practices used to establish and maintain files and information retrieval systems.
- Principles, practices, and procedures of fiscal, statistical, and administrative research and report preparation.
- Principles and practices of customer service.
- Interpersonal skills using tact, patience, and courtesy.
- English usage, spelling, grammar, and punctuation.
- Oral and written communication skills.

Ability to:

- Perform a variety of technical support duties related to the human resource function involving the use of independent judgment and personal initiative in support.
- Perform a variety of technical duties related to employment, recruitment, and benefit administration.
- Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations, ordinances, and MOUs.
- Understand the organization and operation of the Human Resources Department as necessary to assume assigned responsibilities.

CITY OF ANTIOCH
HUMAN RESOURCES SPECIALIST (CONTINUED)

- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports including information related to the collective bargaining process.
- Distribute, screen, and evaluate employment applications.
- Use sound judgment in recognizing scope of authority.
- Respond to requests and inquiries from staff or the public.
- Prepare a variety of clear and concise reports.
- Independently compose and prepare correspondence and memoranda.
- Implement and maintain filing systems.
- Plan and organize work to meet schedules and changing deadlines.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Work independently and effectively in the absence of supervision.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to completion of the twelfth grade supplemented by college level course work in human resources, business administration, psychology or a related field.

Experience:

Five years of increasingly responsible generalist experience in public personnel, human resources, or a related field.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office 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; and to verbally communicate to exchange information.

FLSA: Non-Exempt

July 2022

CITY OF ANTIOCH
HUMAN RESOURCES SPECIALIST (*CONTINUED*)

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
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 26, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director *RBM for NM*

SUBJECT: Designation of a Voting Delegate and Alternate Delegate for the League of California Cities Annual Conference and Authorization for Associated Conference Expenses Not to Exceed \$2,300 per Participant

RECOMMENDED ACTION

It is recommended that the Council appoint a Voting Delegate and Alternate Delegate for the 2022 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$2,300.

FISCAL IMPACT

The League of California Cities Annual Conference is being held at the Long Beach Convention Center from September 7 through September 9, 2022. The registration, hotel accommodations, and flight for one participant estimated total cost is \$2,300 (registration \$650, hotel accommodations \$1,050 for 3 nights, flight \$500).

DISCUSSION

The League's 2022 Annual Conference is scheduled for September 7 – September 9, 2022 at the Long Beach Convention Center. An important part of the Annual Conference is the Annual Business Meeting (during the General Assembly), scheduled for Friday September 9, 2022. At that meeting, the League membership considers and acts on resolutions that establish League policy.

To vote at the Annual Business Meeting, the City Council must designate a Voting Delegate. The City may also appoint up to two alternate Voting Delegates, one of whom may vote if the designated Voting Delegate is unable to serve in that capacity.

The attached Voting Delegate form must be completed and returned to the League's office no later than Friday, September 2, 2022. This allows the League's office time to establish voting delegate/alternate records prior to the conference.

ATTACHMENTS

- A. League of California Cities' Letter dated June 1, 2022
- B. Annual Conference Voting procedures
- C. 2022 Annual Conference Voting Delegate/Alternate Form



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2022 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254