



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

Date: Tuesday, September 13, 2022

Time: 6:15 P.M. – Closed Session

7:00 P.M. – Regular Meeting

Place: Council Chambers

200 'H' Street

Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar Thorpe, Mayor

Michael Barbanica, Mayor Pro Tem (District 2)

Tamisha Torres-Walker, Council Member District 1

Lori Ogorchock, Council Member District 3

Monica E. Wilson, Council Member District 4

Ellie Householder, City Clerk

Lauren Posada, City Treasurer

Cornelius Johnson, Interim City Manager

Thomas Lloyd Smith, City Attorney

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

SPEAKER RULES

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

The City Council can only take action on items that are listed on the agenda. If you wish to speak about an item **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.

6:15 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *Council Members District 1 Torres-Walker, District 3 Ogorchock, and Mayor Pro Tem (District 2) Barbanica (Mayor Thorpe and Council Member District 4 Wilson – Absent) Mayor Pro Tem (District 2) Barbanica Opened the meeting.*

PUBLIC COMMENTS for Closed Session

6:18 P.M. *MAYOR THORPE ARRIVED DURING CLOSED SESSION PUBLIC COMMENTS*

CLOSED SESSION:

1) PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER. This closed session is authorized pursuant to Government Code section 54957.
No reportable action

2) CONFERENCE WITH LABOR NEGOTIATORS – pursuant to California Government Code section 54957.6; City designated representatives: Ana Cortez, Nikki Ausk, and Jeff Bailey; Employee organizations: Antioch Public Works Association.
No reportable action

6:25 P.M. *ADJOURNED TO CLOSED SESSION*

7:01 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – *All Present*****

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. INTRODUCTION OF NEW CITY EMPLOYEES

2. PROCLAMATIONS

- Recognizing Library Card Sign-Up Month, September 2022
- In Honor of Hispanic Heritage Month, September 2022

Approved, 5/0

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

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- COASTAL CLEAN UP DAY – SEPTEMBER 17, 2022
 - Antioch Water Park, 4701 Lone Tree Way (behind the skate park), Antioch
 - Antioch Marina, 5 Marina Plaza (at the foot of L Street), Antioch

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- 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

- 5. PRESENTATION** – *Connecting Communities, presented by Tim Haile, Executive Director, Contra Costa Transportation Authority*

- 6. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 28, 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

B. APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 26, 2022

Approved, 5/0

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

C. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 9, 2022

Continued, 5/0

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

D. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 23, 2022

Continued, 5/0

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

E. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 26, 2022

Continued, 5/0

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

F. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

G. APPROVAL OF TREASURER'S REPORT FOR JUNE 2022

Received, 5/0

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

H. APPROVAL OF TREASURER'S REPORT FOR JULY 2022

Received, 5/0

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

I. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

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

- J. SECOND READING – RENT STABILIZATION ORDINANCE (*Introduced on 08/23/2022*)
***Direction to staff to modify ordinance to add:
Retro activity back to August 23, 2022,
Define Housing Services as a part of rent; and
Reintroduce ordinance at the next meeting,
3/2 (Barbanica, Ogorchock)***

Recommended Action: It is recommended that the City Council waive reading and adopt the Rent Stabilization Ordinance.

9:04 P.M. FIVE MINUTE RECESS
9:14 P.M. RECONVENED, ROLL CALL – All Present

- K. ADDENDUM TO LICENSE AGREEMENT WITH PACIFIC GAS AND ELECTRIC FOR A COMMUNITY RESOURCE CENTER AT THE NICK RODRIGUEZ COMMUNITY CENTER
Reso No. 2022/149 adopted, 5/0

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

- 1) Approving an Addendum to the License Agreement between the City of Antioch and Pacific Gas and Electric Company to provide a Community Resource Center (CRC) at the Nick Rodriguez Center parking lot during Emergency Events; and
- 2) Authorizing the City Manager to execute the Agreement.

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

Reso No. 2022/150 adopted, 5/0

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

- 1) Approving an amended agreement with 4 Leaf, Inc., to provide contract services at the Community Development Technician and Building Inspector level through June 30, 2023 in the increased amount of \$300,000 for an amount not to exceed \$900,000; and
- 2) Authorizing the City Manager to execute the amended agreement.

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

- M.** AUTHORIZE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LIND MARINE FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$220,000

Reso No. 2022/151 adopted, 5/0

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

- 1) Approving an Agreement with Lind Marine, Inc. (LMI) for a total agreement amount not to exceed \$220,000; and
- 2) Authorizing the City Manager to execute the agreement with Lind Marine, Inc. in a form approved by the City Attorney.

- N.** LICENSE AGREEMENT FOR SEASONAL USE OF REAL PROPERTY LOCATED AT DELTA FAIR AND CENTURY BOULEVARDS (APN 074-080-029)

Reso No. 2022/152 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a License Agreement for Seasonal Use of Real Property with ABC Tree Farms, LLC, for property located at Delta Fair and Century Boulevards (APN 074-080-029).

- O.** AMENDMENT TO THE FISCAL YEAR 2022/23 CAPITAL IMPROVEMENT AND OPERATING BUDGET TO INCLUDE THE BICYCLE ACCESS IMPROVEMENTS ASSOCIATED WITH THE ANTIOCH EBART STATION

Reso No. 2022/153 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an amendment to the Fiscal Year 2022/23 Capital Improvement and Operating Budget to include Hillcrest / Highway 4 Bridge Benefit District funding in the amount of \$58,750 for the Bicycle Access Improvements associated with the Antioch eBART Station.

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

P. CONSIDERATION OF BIDS FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 503-19)

Reso No. 2022/154 adopted, 5/0

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

- 1) Approving an amendment to the Fiscal Year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Water Main Replacement at Various Locations by \$500,000;
- 2) Awarding the construction agreement to the lowest, responsive, and responsible bidder, W. R. Forde Associates, Inc.;
- 3) Approving the construction agreement with W. R. Forde Associates, Inc. in the amount of \$2,766,500; and
- 4) Authorizing the City Manager to execute the construction agreement with W. R. Forde Associates, Inc. for a total amount of \$2,766,500.

Q. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE SPEED HUMP, SPEED TABLE AND RAISED CROSSWALK SYSTEM INSTALLATION PROJECT (P.W. 282-19)

Reso No. 2022/155 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Speed Hump, Speed Table and Raised Crosswalk System Installation Project.

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

- R.** ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS 2021/2022 (P.W. 507-18)

Reso No. 2022/156 adopted, 5/0

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

- 1) Approving an amendment to the Fiscal Year 2022/23 Capital Improvement and Operating Budgets to include \$75,000 from the Metropolitan Transportation Commission Transportation Development Act Article 3 Pedestrian/Bicycle Grant Program;
- 2) Authorizing the City Manager to execute the first amendment to the construction agreement with MG and JC Concrete for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/2022 in the amount of \$23,059.25 from the Metropolitan Transportation Commission Transportation Development Act Article 3 Pedestrian/Bicycle Grant Program and \$2,570.28 from the Water Enterprise Fund for a total contract amount of \$349,579.53; and
- 3) Accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project.

- S.** CONSIDERATION OF BIDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY PAVEMENT REHABILITATION, PHASE 9 (P.W. 678-9)

Reso No. 2022/157 adopted, 5/0

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

- 1) Awarding the construction agreement to the lowest, responsive, and responsible bidder, Redgwick Construction Co. for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9 Project;
- 2) Approving the construction agreement with Redgwick Construction Co. in the amount of \$685,000; and
- 3) Authorizing the City Manager or designee to execute the construction agreement with Redgwick Construction Co. for a total amount of \$685,000.

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

T. APPROVAL OF PURCHASE OF HYDRO EXCAVATION TRUCK UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT 101221-VAC WITH MUNICIPAL MAINTENANCE EQUIPMENT

Reso No. 2022/158 adopted, 5/0

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

- 1) Approving the purchase of one (1) new Vac-Con VX312LHEM/1100 for an amount not to exceed \$568,175.45;
- 2) Approving an amendment to the Fiscal Year 2022/23 Water Enterprise Operating Budget to make the purchase of one (1) Hydro Excavation Vac-Con VX312LHEM/1100 truck; and
- 3) Authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Agreement 101221-VAC with Municipal Maintenance Equipment of Sacramento CA.

U. RESOLUTION APPROVING THE FINAL MAP FOR LAUREL RANCH SUBDIVISION 8741 (KB HOMES NORTH BAY) (P.W. 698)

Reso No. 2022/159 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Final Map and Improvement Plans for Laurel Ranch Subdivision 8741.

V. AWARDING AN AGREEMENT WITH FRONTIER ENERGY FOR A ZERO EMISSION VEHICLE FEASIBILITY ASSESSMENT AND PROJECT MANAGEMENT SERVICES

Reso No. 2022/160 adopted, 5/0

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

- 1) Awarding an agreement with Frontier Energy for Zero Emission Vehicle Assessment and Project Management Services for an amount not to exceed \$135,054;
- 2) Authorizing the Finance Director to make the necessary budget adjustments to the current Fiscal Year 2022/23 Internal Services Vehicle Maintenance Fund Budget; and
- 3) Authorizing the City Manager to enter into an agreement with Frontier Energy 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

W. AWARDING AN AGREEMENT WITH STOMMEL, INC. DBA LEHR FOR POLICE VEHICLE UPFITTING SERVICES

Reso No. 2022/161 adopted, 5/0

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

- 1) Awarding a Maintenance Services Agreement with Stommel, Inc. dba LEHR to provide police vehicle upfitting services for three (3) years, with an option to extend two (2) additional years, for an estimated amount not to exceed \$1,090,536.07; and
- 2) Authorizing the City Manager to execute the agreement in a form approved by the City Attorney.

X. APPROVAL OF PURCHASE OF EIGHT (8) 2023 FORD HYBRID POLICE VEHICLES UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT NO. 091521-NAF WITH NATIONAL AUTO FLEET GROUP

Reso No. 2022/162 adopted, 5/0

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

- 1) Approving the purchase of Eight (8) 2023 Ford Hybrid Police vehicles from National Auto Fleet Group for an amount not to exceed \$444,257.40; and
- 2) Authorizing the City Manager to execute the purchase of eight (8) Ford Hybrid Police vehicles utilizing Sourcewell Cooperative Purchasing Contract No. 091521-NAF with National Auto Fleet Group.

Y. CRITICAL INCIDENT STRESS MANAGEMENT & WELLNESS CONTRACT

Reso No. 2022/163 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a one-year sole source contract with Public Safety Family Counseling Group, INC. to provide critical incident stress management and facilitate the emotional wellness roof of Police Department personnel from July 1, 2022 to June 30, 2023 and authorizing the City Manager to execute an agreement with Public Safety Family Counseling Group, INC., not to exceed \$75,000 for a period of one year with an option to extend.

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

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

Reso No. 2022/164 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.

PUBLIC HEARING

- 7.** 300 G STREET RETAIL CANNABIS DISPENSARY (UP-22-01)

Reso No. 2022/165 adopted, 3/2 (Barbanica, Ogorchock)

Recommended Action: It is recommended that the City Council adopt the Resolution approving a Use Permit to operate a retail cannabis dispensary subject to findings and Conditions of Approval (UP-22-01).

COUNCIL REGULAR AGENDA

- 8.** ECONOMIC DEVELOPMENT STRATEGIC PLAN ADOPTION

9:43 P.M. RECESS DUE TO TECHNICAL DIFFICULTIES DURING THE VIDEO PRESENTATION
9:45 P.M. RECONVENED, ROLL CALL – All Present

Reso No. 2022/166 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the 2022 Economic Development Strategic Plan including the “Reinvest Antioch” Economic Development Program – Action Plan and Toolkit.

COUNCIL REGULAR AGENDA – Continued

9. RESOLUTION ESTABLISHING ANNUAL AND/OR TOTAL MAXIMUM ON RECREATIONAL VEHICLE PERMITS

***Motion to approve failed,
2/3 (Barbanica, Ogorchock, Wilson)***

Recommended Action: It is recommended that the City Council adopt the resolution establishing an annual cap of two hundred Recreational Vehicle Permits to be issued each calendar year.

10. RESOLUTION SEEKING APPROVAL OF CITY CLERK'S REQUEST FOR THE CITY ATTORNEY TO PROVIDE MANAGERIAL OVERSIGHT OF THE CITY CLERK'S DEPARTMENT IN COOPERATION WITH THE CITY CLERK

***Reso No. 2022/167 adopted,
4/1 (Thorpe)***

Recommended Action: It is recommended that the City Council adopt the resolution approving the City Clerk's request for the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk.

11. CODE ENFORCEMENT OFFICERS INCENTIVE PROGRAM

***Received with direction provided to staff
to bring back an incentive program***

Recommended Action: It is recommended that the City Council:

- 1) Receive the update on Code Enforcement Officer staffing levels; and
- 2) Provide direction to staff on developing and implementing a Code Enforcement Incentive Program.

COUNCIL REGULAR AGENDA – Continued

12. EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND ENTRY LEVEL POLICE OFFICERS

Reso No. 2022/168 adopted authorizing an increase in the total amount of \$30,000 with the clawback provision listed in 'Exhibit B' to the Staff Report, 3/2 (Torres-Walker, Barbanica)

Recommended Action: It is recommended that the City Council:

- 1) Determine whether or not the following clawback provision should be included to require employees benefiting from the signing bonus and incentive program to reimburse the City for the bonuses as outlined below:
 - a. If separation occurs before completion of the probationary period, applicant shall reimburse the City for \$15,000.
 - b. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for \$17,500.
 - c. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for \$20,000 (Exhibit A to the staff report) or \$22,500 (Exhibit B to the staff report).
 - d. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for \$22,500 (Exhibit A to the staff report) or \$25,000 (Exhibit B to the staff report).
- 2) Adopt the resolution authorizing an increase in employee referral and recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) Police Officers
 - a. **[with or without]** a clawback provision and
 - b. in the total amount of **[\$25,000 (Exhibit A) or \$30,000 (Exhibit B)]**.

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 11:27 p.m., 5/0

CITY OF
ANTIOCH
CALIFORNIA

INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director 

➤ Public Safety and Community Resources Director Tasha Johnson would like to introduce:

- Monserrat Cabral, Youth Services Network Manager
 - Anita Robinson, Administrative Assistant II
-

➤ Interim Police Chief Steve Ford would like to introduce:

- Lisa Reinke, Administrative Analyst II
 - Amanda Donahue, Police Records Supervisor
 - Diane Nieves, Lead Records Technician
 - Devin Eigard, Police Officer
-

➤ Human Resources Director Ana Cortez would like to introduce:

- Samantha Peterson, Human Resources Technician
-

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

- Tania Briceno
-

➤ Community Development Director Forrest Ebbs would like to introduce:

- Joseph "Craig" Andrews



RECOGNIZING
LIBRARY CARD SIGN-UP MONTH
September 2022

WHEREAS, libraries and librarians play a crucial role in the education and development of children;

WHEREAS, librarians are literacy experts, offering everything from preschool storytime to summer reading programs that sustain school-year learning;

WHEREAS, libraries provide a learning environment that fosters joyful exploration, encouraging students to research subjects that they are genuinely curious about;

WHEREAS, librarians create welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another;

WHEREAS, librarians provide a variety of books and resources to serve everyone in the community, making knowledge and ideas available so that people have the freedom to choose what to read;

WHEREAS, a library card empowers all people to pursue their dreams, explore new passions and interests, and find their voice; and

WHEREAS, libraries are constantly transforming to deliver new services that connect closely with community needs, even during a pandemic.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch,
do hereby proclaim September as “Library Card Sign-Up Month” and
encourage everyone to sign up for their own library card today.

SEPTEMBER 13, 2022

LAMAR A. THORPE, Mayor

2.01
09-13-22



*IN HONOR OF
HISPANIC HERITAGE MONTH
September 2022*

WHEREAS, the observation started in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson, and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15;

WHEREAS, every year since 1988, from September 15 to October 15, our country has celebrated Hispanic culture & contributions to our community and nation by celebrating the histories, cultures and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America;

WHEREAS, we begin the observance on September 15 because it is the anniversary of independence or Independence Day for Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively;

WHEREAS, the 2022 theme for National Hispanic Heritage Month, Esperanza: A Celebration of Hispanic Heritage and Hope, challenges us to envision a great future knowing that our hope and resilience can lead us there. Hope and resilience help us maintain an optimistic outlook in the face of adversity and give us the motivation to take action and make progress; and

WHEREAS, throughout the year, we honor the contributions of Hispanic and Latinx Americans in our history as well as celebrate the contributions of Hispanic and Latinx Americans who serve our communities, such as civil rights trail blazer Cesar Chavez.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim the days of September 15 through October 15, 2022, as "Hispanic Heritage Month" and encourage all residents to use this time to reflect on the rich culture, history, and contributions of Latinx and Hispanic peoples to the enrichment of the City of Antioch.

SEPTEMBER 13, 2022

LAMAR A. THORPE, Mayor

2.02
09-13-22

COASTAL CLEANUP DAY

SEPTEMBER 17 | 9AM-12PM



ANTIOCH WATER PARK & ANTIOCH MARINA

TO VOLUNTEER, REGISTER AT
WWW.ANTIOCHCA.GOV/COASTALCLEANUP
OR CALL 925-776-3050



LET'S KEEP TRASH OUT OF OUR WATERWAYS!

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 September 30, 2022.** Applications are available at <https://www.antiochca.gov/#>.

- ***SALES TAX CITIZENS' OVERSIGHT COMMITTEE***
- ***BOARD OF ADMINISTRATIVE APPEALS***

Your interest and desire to serve our community is appreciated.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(EXTENDED Deadline date: 09/30/2022)

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".

BOARD OF ADMINISTRATIVE APPEALS
(EXTENDED Deadline date: 09/30/2022)

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.

BOARD OF ADMINISTRATIVE APPEALS

(EXTENDED Deadline date: 09/30/2022)

Two (2) Full-Term vacancies, expiring March 2026

One (1) Partial-Term vacancy, expiring March 2024

- 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.

CONNECTING COMMUNITIES

Tim Haile, Executive Director

Contra Costa Transportation Authority

What We Do



PEDESTRIAN

Improvements to sidewalks, crosswalks, trails, and paths



LOCAL STREETS

Smooth traffic flow on major roads and make surface improvements such as pothole repairs



BUSES

Invest in a reliable, comfortable and convenient bus network



SAFE ROUTES TO SCHOOLS

Focus on programs and projects aimed at bicycle and pedestrian safety for K-12 students



FERRIES

Expand ferry system by looking to ferries as an alternate commute method between West County and San Francisco



BICYCLE

Invest in safe routes and infrastructure improvements for bicyclists



BART

Improve BART service and stations, extend routes and increase parking



HIGHWAYS

Complete Contra Costa's highway system, and improve air quality and noise protection along corridors



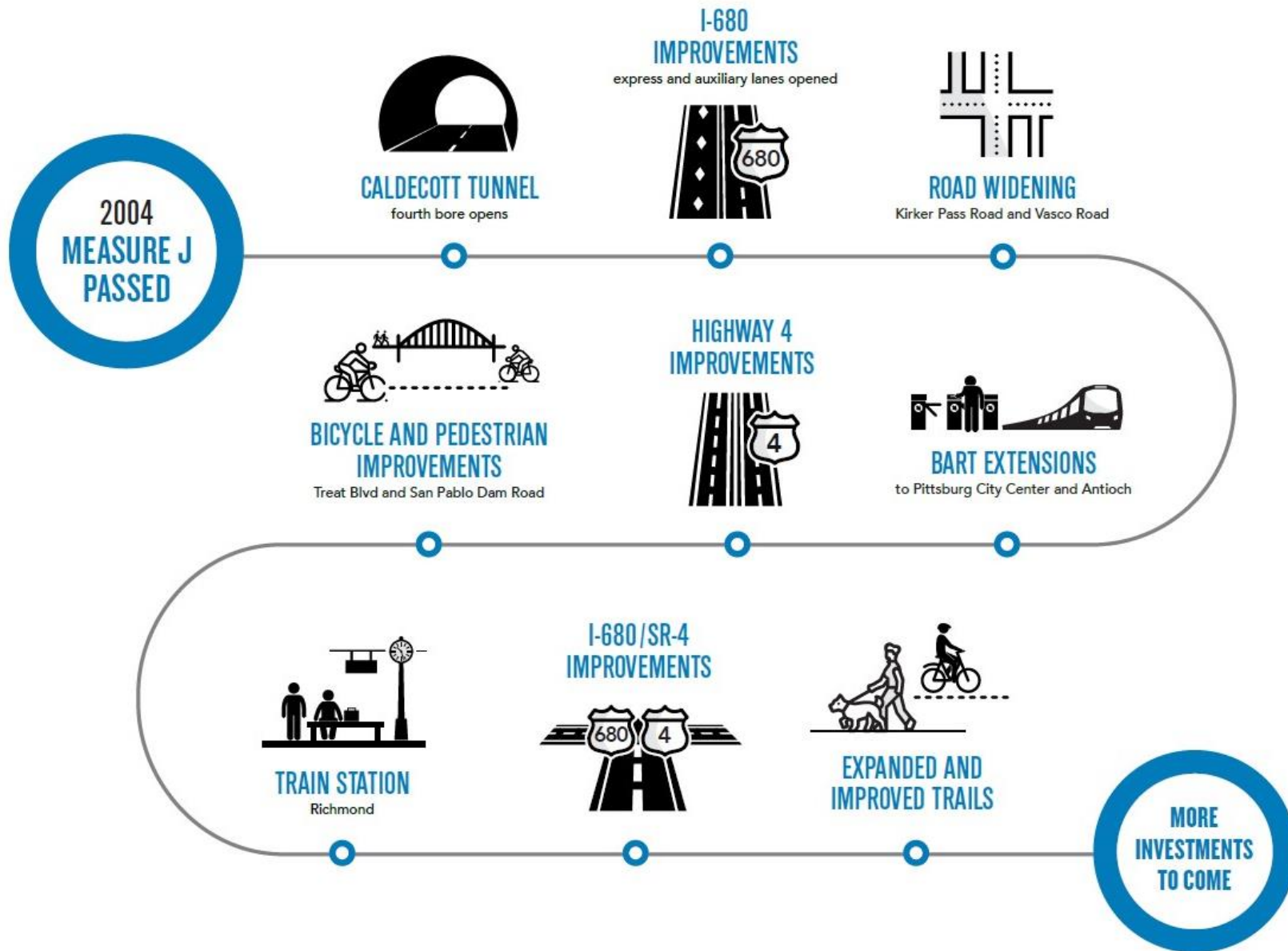
INNOVATIVE SOLUTIONS

Implement smart transportation infrastructure to reduce congestion and encourage greener travel



PROGRAMS FOR SENIORS AND DISABLED

Enhance transit options to improve mobility for seniors and people with disabilities



Leverage Local Funding

3:1

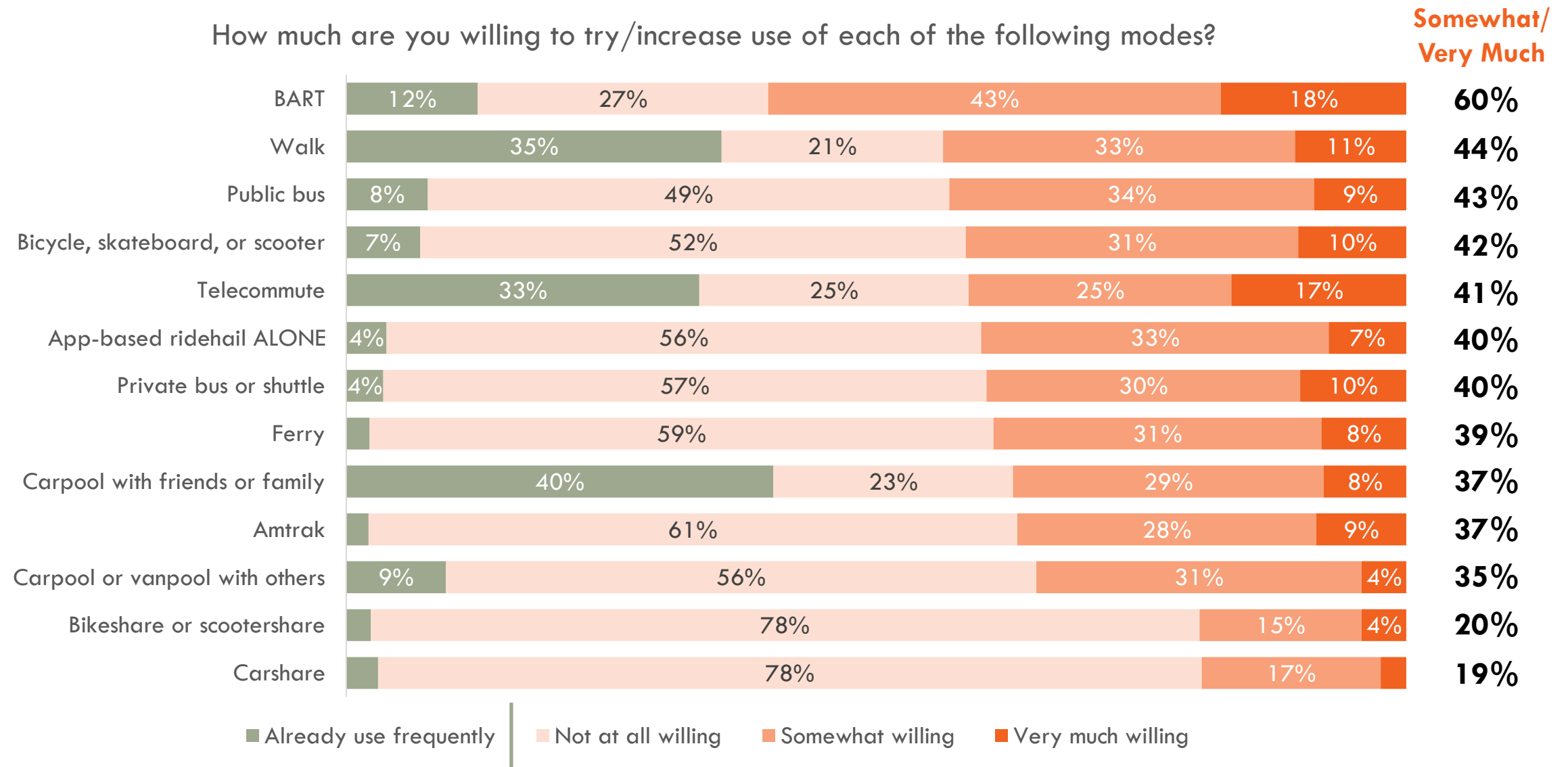
LEVERAGING
RATIO



Tipping Point



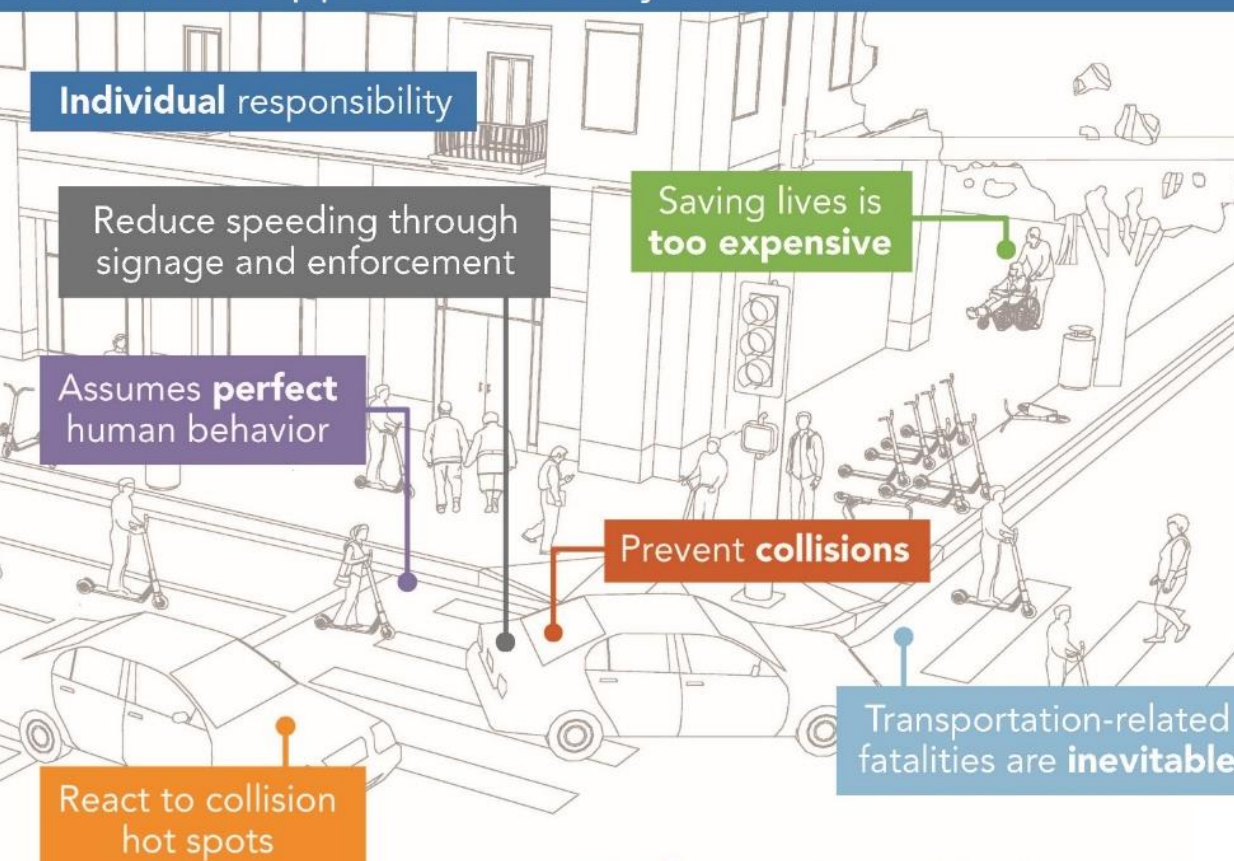
SR-4/242 | Willingness to Try/Increase Modes



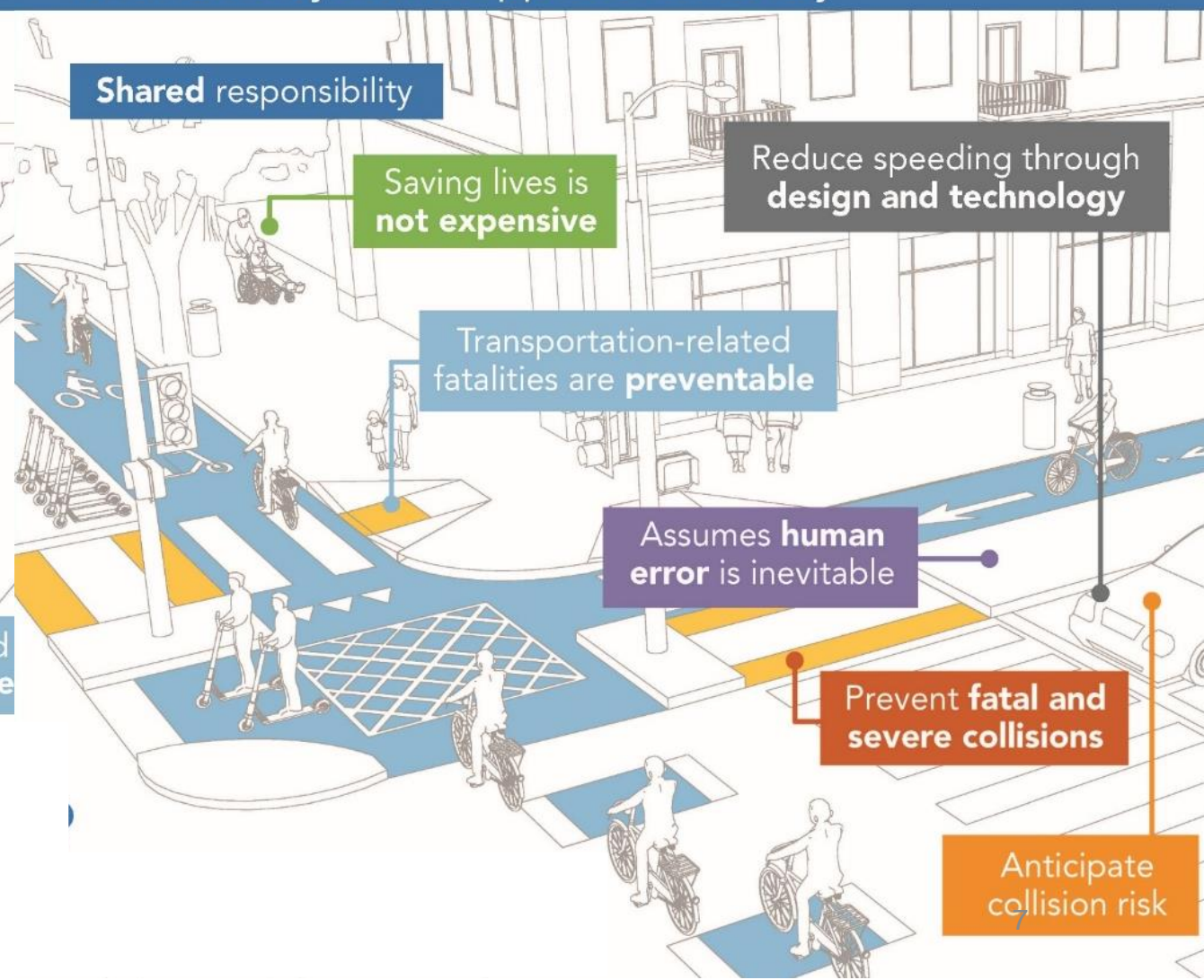
Vision Zero

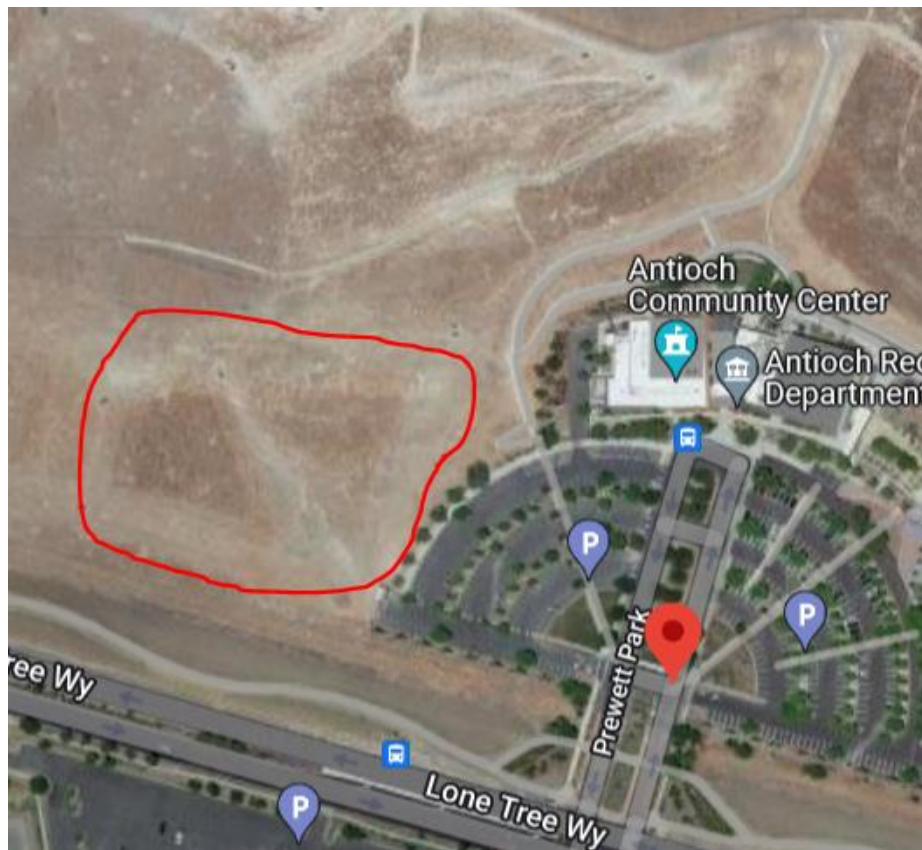


Traditional Approach to Safety



Vision Zero Systemic Approach to Safety





Antioch Bike Garden

Prewett Park



ANTIOCH
CALIFORNIA



CONTRA COSTA
transportation
authority

Street  Smarts
DIABLO REGION

Countywide Safety through Connected Signal System



- Developing Countywide Synchronized Signal System to install modern traffic controllers in all 19 cities and towns in Contra Costa County to:
 - Proactive approach to safety by identifying 'close call' situations and preventing future tragedies
 - Installing bicycle detection software
 - Prioritization and potential corridor-clearing for emergency vehicles
 - Transit vehicle priority
 - Smart infrastructure
 - Controlling and smoothing traffic flow



TRANSIT FIRST

Leading an effort to building a better transportation system

- Optimize existing transit network
- Identify strategies and infrastructure
- Development of transit and mobility hubs
- Creating first and last mile connections
- Moving to zero emissions
- Addressing equity priority communities
- Overcoming institutional challenges
- Identify local and regional service funding

Clean Corridors



Expanding Ferry Service

- Increase Transit Options
- Mode Shift
- Emergency Response
- Provide Connections to Hercules, Martinez, Pittsburg, and Antioch
- Landside improvements and first-last mile connections



MOBILITY FOR ALL

Accessible Transportation Strategic Plan

TRANSPORTATION NEEDS AND GAPS

The project team's review of existing conditions and survey data identified key needs and gaps in accessible transportation in Contra Costa County. These include:



New Funding – Grants are sometimes available for planning and pilots, but all recommendations will require new sustainable funding



Safety – Many respondents feel unsafe while traveling



Volunteer Driving Programs – Additional volunteers are needed, with more reliable funding to increase capacity



Medical Access – The Regional Medical Center and VA Medical Center in Martinez need reliable access throughout the county



Quality of Life Visits – Consumers have difficulty making quality-of-life essential trips to visit friends and family, the senior center, and church



Service Coordination – Accessible services need improved coordination because they are siloed between agencies, cities, and non-profit organizations

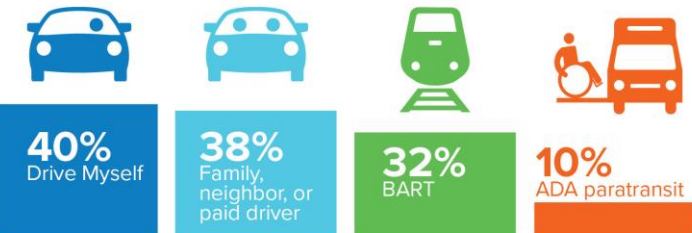
SURVEY RESULTS

Trip Destinations and Challenges

An online survey provided insight into how respondents get where they are going, where they go, and what factors complicate their trips.

Mode to Destination

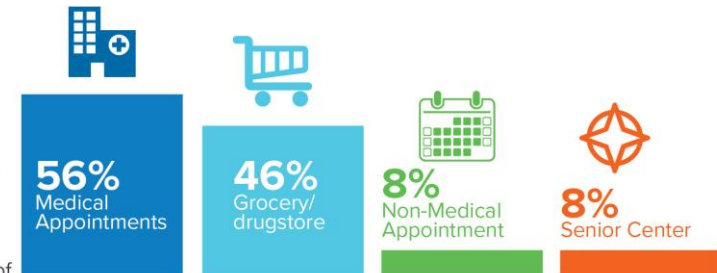
Trips were most commonly made by solo drivers, followed by those driven by a family, neighbor or paid helper. BART was used by about a third of respondents, with ADA paratransit utilized by 10% of the entire survey sample.



* Respondents could choose as many modes as they used. Percentages reflect total respondents (1,063) selecting a particular mode they used.

Destinations

The top destination was medical appointments, with grocery/drugstore shopping in second place. Senior Center trips and non-medical appointments each accounted for an 8% share of destinations.



* Respondents could choose up to three trips that they take most often. Percentages reflect total respondents (1,063) identifying each trip type.

Building a Transportation Plan from the Ground Up

CCTA's Process

- Updated Every 4-5 Years
- Documents the Authority's Goals, Vision, and Strategies
- Action Plans are Developed by the Regional Committees
- Includes 10- and 20-Year Financially Constrained Project Lists



RTPC = Regional Transportation Planning Committee

REDEFINING MOBILITY



Glydways

A new mobility option being explored at GoMentum Station.



ECCC DPMT Conceptual Routing Plan

Pittsburg Route

Antioch Route

Oakley Route

Brentwood Route

Legend

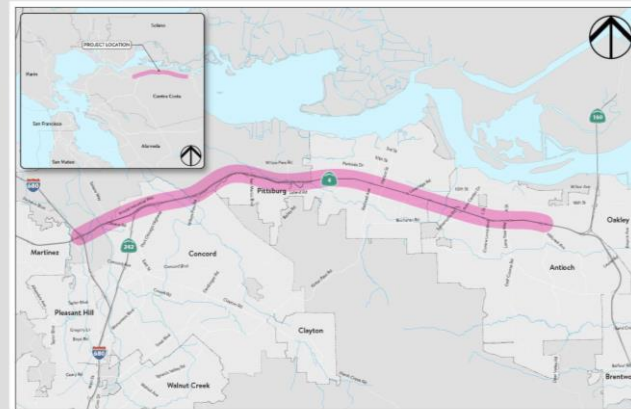
-  Pittsburg-Bay Point BART to Los Medanos College
-  Los Medanos College to Antioch BART
-  Antioch BART to Future Brentwood Innovation Center
-  Future Brentwood Innovation Center to The Streets of Brentwood
-  Future Brentwood Innovation Center Loop
-  The Streets of Brentwood to Brentwood Park and Ride
-  SR-4 to Future Oakley Park and Ride
-  Neroly Road to Future Oakley Park and Ride
-  Future Oakley Park and Ride to Future Regional Park

A VISION FOR EAST COUNTY

- Design Alternative Assessment (DAA)
- East County Integrated Transit Study
- State Route 4 Operational Improvements
- State Route 4 Integrated Corridor Management (ICM)
- Corridor Approach



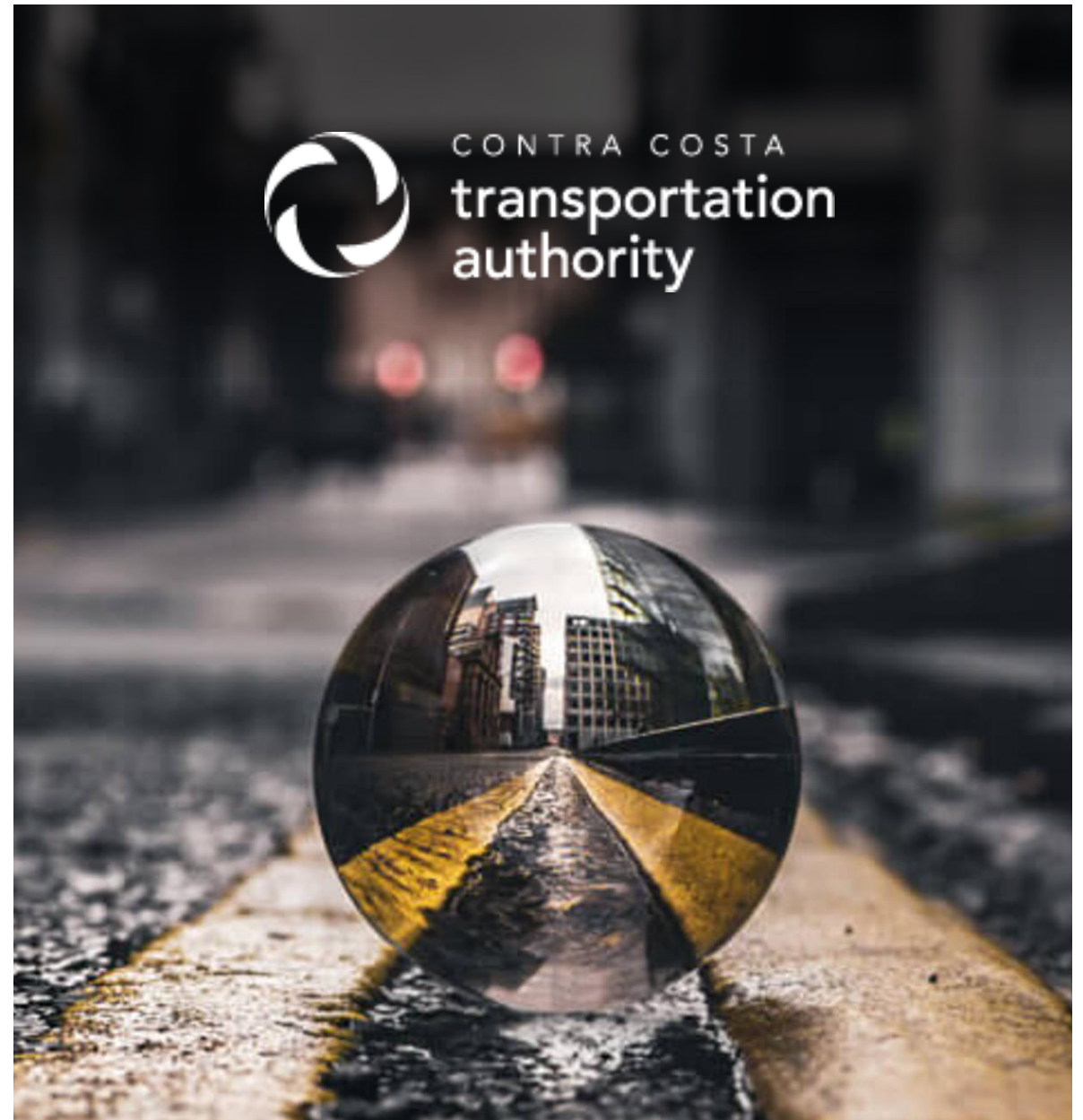
SR 4 DAA Study Limits



Thank You



Timothy Haile
Executive Director
thaile@ccta.net



**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 28, 2022
Council Chambers**

4:15 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.
- 2. 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.
- 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: INTERIM CITY MANAGER.**
This closed session is authorized pursuant to Government Code section 54957.

ADJOURN TO CLOSED SESSION

Council adjourned to Closed Session at 4:17 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

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

Planning Manager Hersch presented the staff report dated June 28, 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.

PUBLIC COMMENT

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

Judith Ortiz, Monument Impact, Kamilah Miller, ACCE and Childcare Changemakers, Christian Gibson, Los Medanos Student speaking on behalf of parents and classmates, Sofia Bello, Los Medanos College, speaking on behalf of students, Diana Bello, Service Employees International Union (SEIU), Devin Williams, ACCE, Thomas Heidt, ACE, Alex Navarro, Monument Impact, Deborah Ballenger, Monument Impact, Tony Bravo, Monument Impact, Bertha, Rev Millie Phillips, Faith Alliance for a Moral Economy, Risa Peoples, Fernando Torres, ACCE, Archie Brumfield, ACCE, Daniela Ponce, ACCE, spoke in support of the City Council creating tenant protection policies that included anti-harassment, just cause and rent control ordinances.

Tachina Garrett, ACCE, expressed concern regarding the substandard living conditions at the Delta Pines apartments.

Kerri Watt, DeNova Homes, thanked the City Council for including the two properties they had requested to be added to the Housing Element as potential housing opportunities sites.

DesRon Boyd, Antioch resident representing ACCE, expressed concern regarding the substandard living conditions at the Twin Creeks apartments.

Deborah Ballenger, Monument Impact, spoke in support of the City including tenant protection policies in the Housing Element. She urged Council to pass rent control, just cause for eviction, anti-harassment, Tenant Opportunity to Purchase Act (TOPA) and Community Opportunities to Purchase Act (COPA) policies, as soon as possible. She also suggested Council adopt an inclusionary zoning ordinance using income targets to prioritize development of units for very low and low income residents.

Miriam Sainz, ECRG, thanked the City Council for including tenant protection, TOPA and COPA policies in the Housing Element. She urged Council to pass rent control, just cause for eviction and anti-harassment policies, as soon as possible.

Brendon O'Laskey, Antioch resident representing ECRG, encouraged the City to pass tenant protections and build very low-income housing units. Additionally, he requested all new market rate housing contain inclusionary zoning with priority given to very low-income renters including the undocumented. He also requested Council create a housing trust fund with a community advisory committee of tenants.

Joshua discussed the challenges facing his parents with regards to paying their rent and he requested the City Council assist them.

Vanessa, Teresa and Carmen Ponce, ACE, provided public comment in Spanish. Council was provided earphones that simultaneously translated their comments to English.

Rhea Laughlin, First 5 Contra Costa and ECRG, requested Council consider enacting tenant protection policies, as soon as possible. She recommended building units for very low-income families and the establishment of a housing trust fund with a community advisory committee of tenants.

Daniel Duncan, Delta Pines resident speaking on behalf of tenants, discussed the adverse effects of rent increases. He spoke in support of rent control.

Sandra Withrow reported they were evicted from the Delta Pines apartments.

Nicole Austin Sims spoke in support of rent control and anti-harassment policies. She reported she was being evicted from her apartment and she was living in substandard conditions

Jilandra Plaza, ACCE, Delta Pines Apartments reported she received an eviction notice and was unable to leave because she had to work. She stated she had COVID and needed time to make up the money which she was able to do; however, the manager would not accept payment.

Mark Jordan encouraged Council to approve and submit the Housing Element Update to the State. He urged Council to take public comments seriously and inform tenants it would take some time to create local rent control and anti-harassment protections. He noted these policies existed at the State level. He explained that rent control could be tied to the consumer price index. He encouraged Council to direct tenants towards legal aid and fund the City's existing rental housing inspection program.

Andrew Becker encouraged the City to offer mediation services to tenants and Council to consider a housing voucher program. He suggested focusing on site supply being equally distributed throughout the community and spoke in support of development impact fees.

Phillip Batista reported the Delta Pines Apartment property was mismanaged and he encouraged Council to intervene on behalf of tenants.

Mayor Thorpe thanked the speakers for their public comments. He reported he along with Councilmembers Torres-Walker and Wilson advanced just cause, anti-harassment and rent control policies. He noted the timeline referenced in the staff report was a staff recommendation; however, he would be bringing these items back on his timeline. Lastly, he clarified that he was not involved in the management of the Delta Pines Apartments.

PUBLIC COMMENT – Continued

Treveyon reported he had been harassed by the manager of the Delta Pines Apartments and he asked Council to pass rent control and anti-harassment policies.

Councilmember Ogorchock encouraged residents to file their housing complaints with the Code Enforcement Department. She commented that all five Councilmembers directed staff to provide specific language addressing tenant protection policies in the Housing Element Update.

Mayor Thorpe explained the Housing Element Update was a guide. He reiterated that he along with Councilmembers Torres-Walker and Wilson voted to bring back tenant protection policies, which would be the enforceability item.

Councilmember Torres-Walker thanked the speakers for their public comments. She reported CDBG funding was approved to support several organizations serving individuals facing homelessness. She apologized for not acting to assist those in need. She encouraged Council to move as expeditiously as possible and ensure that the policies implemented could be legally enforced.

Councilmember Wilson thanked the speakers for their comments. She spoke in support of advancing tenant protection policies as soon as possible.

A motion by Councilmember Ogorchock to approve and submit the draft Housing Element to the California Department of Housing and Community Development (HCD) for review, died for the lack of a second.

Councilmember Wilson expressed concern with the implementation schedule for the tenant protection policies and some of the wording within the housing element.

Planning Manager Hersch clarified that the Housing Element would not be certified until January 2023.

Mayor Thorpe explained he had already started the process of drafting the ordinances with stakeholders, so the timelines in the Housing Element were not relevant.

On motion by Councilmember Wilson, seconded by Mayor Thorpe the City Council members present unanimously approved and submitted the draft Housing Element to the California Department of Housing and Community Development (HCD) for review.

Mayor Thorpe declared a recess at 7:04 P.M. The meeting reconvened at 7:21 P.M. with all Councilmembers present with the exception of Councilmember Barbanica who was previously reported absent.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council members present unanimously adjourned the Special Meeting at 7:21 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:22 P.M., and Acting City Clerk Villanueva called the roll.

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

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 discussed the following items: **#1 CONFERENCE WITH LABOR NEGOTIATORS, #2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS;** and **#3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: INTERIM CITY MANAGER.**

1. PROCLAMATION

Honoring Principal Louie Rocha on his Retirement from Antioch High School

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

Mary Rocha accepted the proclamation on behalf of Louie Rocha 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.

- Sesquicentennial Concert in the Park, Williamson Ranch Park – July 2nd
- Military Tribute Concert, 2nd Street and E Street, Downtown Antioch – July 3rd
- 4th of July Community Parade, Antioch Rivertown District – July 4th

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Acting City Clerk Villanueva announced the following Board and Commission openings.

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

PUBLIC COMMENTS

Andrew Becker expressed concern that unhoused residents had been removed from city owned property without any written notice or resources provided. He explained that he had questioned the Antioch Police Department as to why resources were not provided, and they responded that they had not been given direction from staff. He commented that there were available rooms at the Executive Inn. He requested the City Council consider safe parking spaces while they move toward housing solutions.

Frank Sterling stated he raised his hand to comment during the Housing Element Update; however, he was not recognized. He encouraged Council to enact emergency protections to assist residents who were being evicted.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Community Violence Solutions Ad Hoc Committee and Public Safety and Community Resources Ad Hoc Committee meetings. She announced a Cannabis Standing Committee meeting would be held later this week. She also noted she attended meetings regarding community engagement efforts for the Antioch Police Department. She thanked Interim Police Chief Ford for including her in the meetings and taking her district under consideration. She thanked Interim City Manager Johnson for meeting with non-profits and service providers in Richmond.

Councilmember Ogorchock reported that due to illness, she had not attended the City/AUSD Standing Committee.

Councilmember Torres-Walker reported on her attendance at the City/AUSD Standing Committee meeting.

Councilmember Wilson reported on her attendance at the Public Safety and Community Resources Ad Hoc Committee and Tri Delta meetings. She announced she would be attending the Cannabis Standing Committee on July 1, 2022.

Mayor Thorpe reported on his attendance at the Tri Delta meeting. He requested to be added to the reminders for Community Violence Solution Ad Hoc meetings. He announced he would be attending the Mayors Conference and CCTA meetings in July.

MAYOR'S COMMENTS

Mayor Thorpe thanked Director of Parks and Recreation Helfenberger and Interim City Manager Johnson for organizing Juneteenth events.

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

- B. APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 14, 2022
- C. APPROVAL OF COUNCIL WARRANTS
- D. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- E. ORDINANCE NO. 2217-C-S SECOND READING - ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 5 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIE SPEED LIMIT ON VARIOUS ROADWAY (P.W. 282-3A) (Introduced on 06/14/2022)
- F. RESOLUTION NO. 2022/108 AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES
- G. RESOLUTION NO. 2022/109 REQUESTING AND CONSENTING TO THE CONSOLIDATION OF ELECTIONS AND SETTING SPECIFICATIONS OF THE ELECTION ORDER FOR THE NOVEMBER 8, 2022, STATEWIDE GENERAL MUNICIPAL ELECTION FOR ELECTED OFFICIALS - COUNCIL MEMBERS DISTRICT 1 AND DISTRICT 4
- H. RESOLUTION NO. 2022/110 REQUEST TO THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY TO APPROVE THE SAND CREEK ROAD EXTENSION PROJECT AS A PRIORITY PROJECT
- I. RESOLUTION NO. 2022/111 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ROK TECHNOLOGIES, LLC, A GIS CLOUD ENVIRONMENT MANAGED SERVICE, TO PROVIDE A SECURE CLOUD ENVIRONMENT AND IMPROVE GIS ACCESS AND INTER-DEPARTMENTAL COMMUNICATION
- J. RESOLUTION NO. 2022/112 AMENDMENTS TO MEMORANDA OF AGREEMENT WITH CONTRA COSTA HEALTH SERVICES FOR MUTUAL AID RESPONSE TO COVID-19 PANDEMIC - USE OF CITY OF ANTIOCH FACILITIES

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council members present unanimously approved the Consent Calendar with the exception of Item J which was pulled for further discussion.

Item J – Leslie May asked which City facilities were being utilized by the County and if the County paid for their use.

Mayor Thorpe clarified that the Nick Rodrigues Community Center and Antioch Community Center were the agreed upon locations and the City was not charging the County for their use.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council members present unanimously approved Consent Calendar Item J.

PUBLIC HEARING/ CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY

5. PUBLIC HEARING TO REVIEW FISCAL YEAR 2022-23 ACTION PLAN FOR EXPENDING FEDERAL CDBG, LOCAL HOUSING SUCCESSOR, AND PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING

CDBG/Housing Consultant House presented the staff report dated June 28, 2022, recommending the City Council 1) approve the funding recommendations of the CDBG Committee and adopt the resolution approving the City of Antioch Fiscal Year 2022-23 Action Plan for expending federal CDBG funds. 2) It is recommended that the City Council approve the funding recommendations of the CDBG Committee and adopt the resolution approving Permanent Local Housing Allocation (PLHA) funding for homeless services outlined in the Fiscal Year 2022-23 Annual Action Plan. 3) It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG Committee and adopt the resolution approving Housing Successor funding for homeless services outlined in the Fiscal Year 2022-23 Annual Action Plan.

Mayor Thorpe opened the public hearing.

Andrew Becker commended staff and the committee for their recommendations. He discussed State and Federal grant opportunities.

Mayor Thorpe closed the public hearing.

Councilmember Ogorchock thanked CDBG/Housing Consultant House for the presentation.

In response to Councilmember Ogorchock, CDBG/Housing Consultant House stated once organizations were funded, links to the agencies would be added to the CDBG website.

Councilmember Ogorchock thanked Councilmembers Barbanica and Torres-Walker for their commitment to this process.

Councilmember Torres-Walker thanked CDBG/Housing Consultant House for her hard work while reviewing and interviewing the non-profit agencies.

In response to Councilmember Torres-Walker, CDBG/Housing Consultant House stated that if the funding recommendations were approved, they could begin negotiations for a safe parking site.

RESOLUTION NO. 2022/113

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council members present unanimously approved the funding recommendations of the CDBG

Committee and adopted the resolution approving the City of Antioch Fiscal Year 2022-23 Action Plan for expending federal CDBG funds.

RESOLUTION NO. 2022/114

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council members present unanimously approved the funding recommendations of the CDBG Committee and adopted the resolution approving Permanent Local Housing Allocation (PLHA) funding for homeless services outlined in the Fiscal Year 2022-23 Annual Action Plan.

RESOLUTION NO. 2022/115

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City of Antioch as the Housing Successor to the Antioch Development Agency members present unanimously approved the funding recommendations of the CDBG Committee and adopted the resolution approving Housing Successor funding for homeless services outlined in the Fiscal Year 2022-23 Annual Action Plan.

6. RESOLUTION ANNEXING CERTAIN PARCELS OF KB HOME NORTH BAY, LLC (LAUREL RANCH) INTO CFD NO. 2018-02 (POLICE PROTECTION)

Director of Public Works/City Engineer Samuelson presented the staff report dated June 28, 2022, recommending the City Council adopt the resolution annexing certain parcels of KB Home North Bay, LLC (Laurel Ranch) into Community Facilities District (CFD) No. 2018-02 (Police Protection).

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

RESOLUTION NO. 2022/116

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted the resolution annexing certain parcels of KB Home North Bay, LLC (Laurel Ranch) into Community Facilities District (CFD) No. 2018-02 (Police Protection).

7. RESOLUTION ANNEXING CERTAIN PARCELS OF PROMENADE ANTIOCH, LP (TRI POINTE) INTO CFD NO. 2018-02 (POLICE PROTECTION)

Director of Public Works/City Engineer Samuelson presented the staff report dated June 28, 2022, recommending the City Council adopt the resolution annexing certain parcels of Promenade Antioch, LP (Tri Pointe) into Community Facilities Districts (CFD) No. 2018-02 (Police Protection).

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

RESOLUTION NO. 2022/117

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted the resolution annexing certain parcels of Promenade Antioch, LP (Tri Pointe) into Community Facilities Districts (CFD) No. 2018-02 (Police Protection).

8. PUBLIC HEARING TO CONFIRM AND LEVY OF ANNUAL ASSESSMENTS FOR STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICTS 1, 2A, 4, 5, 9, AND 10 FOR FISCAL YEAR 2022/2023 (P.W. 500)

Director of Public Works/City Engineer Samuelson presented the staff report dated June 28, 2022, recommending the City Council adopt a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2022/2023.

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

RESOLUTION NO. 2022/118

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock the City Council members present unanimously adopted a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2022/2023.

COUNCIL REGULAR AGENDA

9. FISCAL YEAR 2021-23 MID-YEAR BUDGET

Finance Director Merchant presented the staff report dated June 28, 2022, recommending the City Council adopt the resolution amending the Fiscal Year 2022 and Fiscal Year 2023 budgets.

Andrew Becker stated he hoped the City would take under consideration offers from other agencies and other CIP project investments.

In response to Councilmember Ogorchock, Finance Director Merchant explained the terms and conditions of the CalVIP grant.

Councilmember Torres-Walker explained CalVIP Grant Program information was available on the California Board of State and Community Corrections (BSCC) website. She stated she was

in support of approving this budget because it would establish a new department to serve the community. She thanked Finance Director Merchant for her work.

Mayor Thorpe requested Council reconsider adding the Recreation Program Coordinator position for special events, to the budget.

Finance Director Merchant reported the cost of adding the Recreation Program Coordinator position would be approximately \$135,000. She stated if it was added to the budget, she would request the resolution be amended to include funding and the budget for the position.

Speaking to the following motion, City Attorney Smith confirmed that Finance Director Merchant would have the authority to update the exhibits with the correct amount reflecting the added Recreation Program Coordinator position.

RESOLUTION NO. 2022/119

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council adopted the resolution amending the Fiscal Year 2022 and Fiscal Year 2023 budgets with the addition of one Recreation Program Coordinator position. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock

Absent: Barbanica

10. CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) GRANT

Youth Services Network Manager Johnson presented the staff report dated June 28, 2022, recommending the City Council adopt the resolution Acknowledging Acceptance of the California Violence Intervention and Prevention (CalVIP) grant, including specific terms and conditions as described.

Andrew Becker acknowledged the work of staff and Council in receiving the CalVIP grant. He spoke in support of the formation of the Public Safety and Human Resources Department.

Leslie May thanked Councilmember Torres-Walker for bringing this item forward and Council for their support.

Public comments submitted in writing were entered into the record from the following individuals: Michelle Peterson, Alamo resident, Moms Demand Action for Gun Violence Prevention Tri-Valley, MJ Franklin, Nina Carter and Carmen Garcia, Antioch residents, representing Bonafide Sisterhood Inc. and an unidentified commenter.

Councilmember Wilson and Mayor Thorpe thanked Councilmember Torres-Walker for bringing this item forward for consideration and staff for facilitating the grant process.

City Attorney Smith clarified for all three items the City Council discussed in Closed Session, there was no reportable action.

Councilmember Torres-Walker thanked Youth Services Network Manager Johnson, Assistant City Manager Bayon Moore, Interim City Manager Johnson and community members who participated in the process.

RESOLUTION NO. 2022/120

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council members present unanimously adopted the resolution Acknowledging Acceptance of the California Violence Intervention and Prevention (CalVIP) grant, including specific terms and conditions as described.

PUBLIC COMMENT

Andrew Becker requested city staff reach out to Here Today Home Tomorrow regarding a potential Homekey application.

STAFF COMMUNICATIONS

City Attorney Smith reiterated there was no reportable action for all three items on the Closed Session agenda for the City Council this evening.

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Ogorchock requested staff agendize a discussion on school crossing guards for the next school year.

Councilmember Torres-Walker thanked the public for their participation this evening. She stated she looked forward to hearing a report regarding the safe parking program. She requested updates on the status of the FEMA trailers, managed encampments, cooling centers and a rental inspection ordinance as well as a moratorium on rent increases and evictions. She congratulated the City of Clayton on their first Pride parade. She also requested a presentation from the organizations receiving cannabis social equity funds. She reported she along with Interim City Manager Johnson and Assistant City Manager Bayon Moore had been working with the railroads to address complaints along "A" Street.

Councilmember Wilson requested staff agendize consideration of a moratorium on new gas stations.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the meeting at 8:45 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
7:00 P.M.**

**July 26, 2022
Council Chambers**

4:30 P.M. - 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.
- 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 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).
- 4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: INTERIM CITY MANAGER.**
This closed session is authorized pursuant to Government Code section 54957.

ADJOURN TO CLOSED SESSION

Councilmember Barbanica adjourned to Closed Session at 4:34 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

SM-1. RENT STABILIZATION

Mayor Thorpe announced Spanish translation services were available this evening.

City Clerk Householder announced Council was provided headsets that simultaneously translated Spanish comments to English in real time. She noted a summary of these comments would be translated for the public.

City Attorney Smith presented the staff report dated July 26, 2022, recommending the City Council receive the presentation on rent stabilization and provide feedback and direction to staff.

Due to the amount of speaker requests, Mayor Thorpe reduced speaker times to one-minute.

City Clerk Householder announced Councilmembers Barbanica and Wilson were participating in the meeting, via zoom.

PUBLIC COMMENT

Traveyon Carlson, ACCE, Thomas Heidt, resident of the Delta Pine Apartments and Archie Brumfield, ACCE, requested the City pass a more efficient rent control ordinance that included LIHTC properties.

Josefina Mercado and Margarita Duran, ACCE, provided comments in Spanish that were simultaneously translated into English for Council.

Mayor Thorpe summarized Ms. Mercado's and Duran's comments in support of rent control.

Devin Williams, ACCE, spoke in support of a rent control ordinance. Items suggested to be added to the ordinance included defining yearly increases at 60% of the CPI, capped at 3%, outline a process for tenants to petition and contest rent increases and decreases in services, create a diverse rent board for petition hearings, roll back rents to January 2022, eliminate exemptions for tenants in LIHTC properties or owner-occupied duplexes and remove the expiration date.

James Britto, Delta Association of Realtors, reported many landlords had been adversely affected by the pandemic and unable to keep up with expenses. He noted this ordinance would decrease inventory which would result in increased rents.

Mayor Thorpe requested everyone be respectful of opposing views and noted those who continued to interrupt would be escorted out of the meeting.

Francisco Torres, ACCE, and Jackie Lowery spoke in support of rent control, just cause and anti-harassment ordinances.

Regina Berny stated she was unable to pay rent and asked Council to make Antioch a more affordable city.

Tony, Monument Impact, encouraged the City to follow local ordinances and listen directly to Antioch tenants and advocates. He noted the ordinance should protect all renters including tenants living in LIHTC properties. He expressed concern for habitability issues.

Raquel, ACCE, expressed concern for those struggling and questioned how the City Council would address their concerns.

Taylor Rosa, ACCE, Twin Creeks Apartments, expressed concern regarding increased rents as well as management and maintenance of their complex.

Dulce Franco, Casa Blanca Apartment resident, provided comments in Spanish.

Mayor Thorpe summarized Ms. Franco's comments that were in support of rent control that included LIHTC properties.

Mayor Thorpe announced translation services were available on zoom.

Lawrence, Casa Blanca Apartment resident, spoke in support of rent control.

Theresa Lua, Casa Blanca Apartment resident, provided comments in Spanish.

Mayor Thorpe summarized Ms. Lua's comments in support of rent control that capped CPI, included LIHTC properties, retroactive to January 2022 and a moratorium on rent increases.

Joshua G., Casa Blanca Apartment resident, requested Council assist them with their rent concerns and discussed their substandard living conditions.

Brendon O'Laskey spoke in support of a moratorium on rent increases while Council studied solutions. He suggested the ordinance include LIHTC properties and be retroactive to January 2022.

Christine Clark, Antioch resident, ECRG, requested Council pass a moratorium on rent increases and a rent control policy that included LIHTC buildings, retroactive to January 2022. She also suggested it tie rent increases to 60% of CPI, capped at 3% and include a rent review board.

Berta provided comments in Spanish.

Mayor Thorpe summarized Berta's comments that were in support of rent control and requested the City consider a rent control board, moratorium on rent increases and CPI capped at 3%.

Rhea Laughlin, First 5 Contra Costa, requested the ordinance tie rent increases to 60% of CPI, capped at 3% and include LIHTC properties, retroactive to January 2022. She also supported a rent increase moratorium.

Chris Schildt, Urban Habitat, spoke in support of a rent stabilization ordinance including LIHTC properties, retroactive to January 2022. She also suggested it include a rent review board.

Andrew Becker discussed substandard living conditions and mismanagement of the Delta Pines apartments. He suggested the Council discuss subsidies for tenants.

Della Carrie, Delta Pines Apartment resident, discussed her substandard living conditions and spoke in support of Council enacting a moratorium on rent increases.

Jackie Zaneri, ACCE, suggested Council use the CPI percentage formula for rent increases, retroactive and include LIHTC properties. She asked that they consider local ordinances when developing the City's ordinance.

Frank Sterling stated he believed that one minute for public comments was insufficient for this topic. He urged Council to take immediate action to address tenant's concerns.

Xinwei Situ spoke in support of a rent stabilization ordinance for Antioch tenants.

Patricia Aguiar, ACCE, requested Council assist tenants by enacting a rent control ordinance.

Silvia Martinez provided comments in Spanish.

Mayor Thorpe summarized Ms. Martinez's comments in support of rent control capped at 3% CPI retroactive to January 2022, a moratorium on rent increases and the establishment of a rent control board.

Mayor Thorpe clarified the ordinance before Council was an example and comments provided this evening were important to help shape Antioch's ordinance. He explained that Antioch was a General Law City confined to certain regulations by the state.

Councilmember Barbanica thanked everyone for their comments. He stated illegal rent increases should be reported to law enforcement for a referral to the District Attorney. He encouraged anyone experiencing this issue contact him so he could assist them through the process. He urged anyone experiencing habitability issues report them to Code Enforcement. He commented due to state law this ordinance would only affect a small number of properties.

Councilmember Wilson thanked everyone for their comments and recognized those struggling. She suggested staff review rent stabilization ordinances from other local General Law cities. She noted requests from the speakers this evening should be considered.

Councilmember Torres-Walker expressed concern that there were families facing homelessness, tenant harassment and habitability issues, and their concerns had not been addressed. She spoke in support of passing emergency moratoriums on evictions and rent increases. She encouraged the speakers to continue to attend Council meetings and demand active leadership.

Councilmember Ogorchock thanked the public speakers and requested that this item be brought back at the next City Council meeting. She noted this ordinance did not take under consideration properties that had state bonds, tax credit or federal tax credit properties. She requested a list of those properties.

Following discussion, Council consensus directed staff to bring back a Rent Stabilization Ordinance that included the following:

- Elimination of exemptions for tenants in low income or owner-occupied duplexes (LIHTC) properties
- Outlining a process for tenants to petition and contest increases/decreases in services
- Rent Stabilization Board functions to be handled administratively with the intent to create and phase in a Rent Stabilization Board
- CPI Increases – this item would be addressed when the ordinance returned for consideration

Mayor Thorpe announced the first reading of the Rent Stabilization Ordinance would take place at a Special Council meeting on August 16, 2022.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the Special meeting at 6:54 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:07 P.M., and City Clerk Householder called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

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

1. PROCLAMATION

Recognizing International Overdose Awareness Day, August 31, 2022

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

Danielle Aubin representing BAART Programs and April Rovero representing MEDS Coalition, accepted the *Recognizing International Overdose Awareness Day* proclamation and thanked the City Council for the recognition. They invited the community to attend a candlelight vigil from 5:30 P.M. – 8:00 P.M. on August 27, 2022 at Chichibu Park.

Mayor Thorpe thanked Ms. Aubin and Ms. Rovero for accepting the proclamation and stated he appreciated the work they were doing in the community.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Interim Police Chief Ford announced the following civic and community event.

- Antioch Community Day, Contra Loma Estate Park – August 6, 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

Due to the amount of speaker requests, Mayor Thorpe reduced speaker times to one and one-half minutes.

Jon Hunter, Benjamin Ambriz and Eric Strongman representing Antioch Public Works Employees' Association (APWEA) yielded their speaker time to John Seaman.

John Seaman, APWEA, informed Council of the duties Public Works performed on behalf of the City.

Mike Lowe, Sean Watson and Simon Kemp yielded their speaker time to Art Lucero.

Art Lucero, APWEA President, expressed concern that Antioch Public Works employees were not being fairly compensated for duties they performed. He requested the City reconsider contract negotiations.

Brandy Brooks, Tyler and Ryan Morgan yielded their speaker time to Todd Northam.

Todd Northam, APWEA, explained that several other Public Works Employees would have been in attendance this evening; however, they were working. He informed the public that they were at a negotiation impasse with their labor contract. He announced they were asking for a fair wage and to recoup past losses due to the last recession and cost of living.

Cleveland Porter, APWEA, requested Council negotiate in good faith with Public Works employees.

Leslie May voiced her support for the Public Works employees. She expressed concern that sex trafficking was occurring in Antioch and suggested city staff focus on the issue.

Frank Sterling spoke in support of the Public Works employees. He urged Council to adopt an emergency ordinance to prevent rent increases.

Patricia Granados spoke in support of various community events occurring in Antioch.

Lacey Brown reported on a meeting she attended with the Community Engagement Team regarding a collaboration with unhoused resident advocates. She requested Interim City Manager Johnson participate in a follow up meeting to discuss these efforts and asked for a response to her inquiry regarding a legal syringe exchange program.

Public comment submitted in writing was entered into the record from the following individual: Joe Bosman, Brentwood resident.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Cannabis Standing Committee and Community Violence Solution Ad Hoc Committee meetings as well as Unity Day. She announced a backpack giveaway would be held from 10:00 A.M. – 2:00 P.M. on August 1, 2022, at Rivertown Kids Corner. She reported on a meeting she attended with the railroad and City Manager's office to discuss blight and abatement of "A" Street.

Councilmember Barbanica reported that he had been ill and apologized for not being in attendance in person this evening.

Councilmember Ogorchock reported on her attendance at the Cal Cities meeting.

Councilmember Wilson reported on her attendance at the Cannabis Standing Committee and Delta Diablo meetings. She announced that Tri Delta would be meeting on July 27, 2022.

MAYOR'S COMMENTS

Mayor Thorpe acknowledged Public Employees hard work and stated he hoped to come to an agreement with regards to labor negotiations. He reported on his attendance at CCTA, East Contra Costa Regional Fee and Finance Authority (ECRFFA), Mayor's Conference as well as the Laurel Road and Rivertown marquee ribbon cutting events. He thanked Public Works and the Parks and Recreation department for facilitating infrastructure improvements. He announced the City would be launching the Public Safety and Community Resources Department on July 27, 2022 at 11:00 A.M. at the Rivertown Resource Center.

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**
 - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 14, 2022**
 - C. **APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 28, 2022**
 - D. **APPROVAL OF COUNCIL WARRANTS**
 - E. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - F. **APPROVAL OF TREASURER'S REPORT FOR APRIL 2022**
 - G. **APPROVAL OF TREASURER'S REPORT FOR MAY 2022**
 - H. **RESOLUTION NO. 2022/121 DESIGNATING THE CITY OF ANTIOCH REPRESENTATIVES TO THE MUNICIPAL POOLING AUTHORITY BOARD**
 - I. **RESOLUTION NO. 2022/122 AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**
 - J. **RESOLUTION NO. 2022/123 AUTHORIZE CITY MANAGER TO EXECUTE A THREE-YEAR AGREEMENT WITH GOLDEN BELL PRODUCTS FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$111,581.64**

- K. **RESOLUTION NO. 2022/124 FIRST AMENDMENT TO THE HONEYWELL BUILDING SOLUTIONS SERVICES AGREEMENT NO. 40098420 TO INCREASE THE EXTRA WORK CONTRACT AMOUNT**
- L. **RESOLUTION NO. 2022/125 AUTHORIZE CITY MANAGER TO APPROVE MASTER PURCHASE ORDERS FOR GATES & ASSOCIATES, C&J FAVALORA TRUCKING, AND WATERSAVERS IRRIGATION**
- M. **RESOLUTION NO. 2022/126 RIVERTOWN COMMUNITY SPACE (P.W. 514-7)**
- N. **RESOLUTION NO. 2022/127 APPROVAL OF INCREASE TO PURCHASE ORDER WITH SITEONE GREEN TECH FOR AN AMOUNT NOT TO EXCEED \$250,000**
- O. **RESOLUTION NO. 2022/128 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)**
- P. **RESOLUTION NO. 2022/129 WATER TREATMENT PLANT INFORMATION AND CONTROL SYSTEMS ASSISTANCE (P.W. 246-32)**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council unanimously approved the Consent Calendar with the removal of items H and M which were removed for further discussion.

Item H – City Attorney Smith requested Council amend the resolution to change the alternate from the Risk Manager to Human Resources Director Cortez.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously approved items H amending the resolution to change the alternate from the Risk Manager to Human Resources Director Cortez.

Item M – Courtney Field and Katie Felch yielded their speaker time to Andrew Becker.

Andrew Becker stated he did not believe the current need was the development of a community space and suggested the City Council provide direction on their priorities.

Director of Public Works/City Engineer Samuelson provided an overview of the agreement and clarified that this item would be funded with park in-lieu fees that could only be utilized for new or expanding existing parks.

Mayor Thorpe provided a history of this project and stated he was excited it was moving forward.

Director of Public Works/City Engineer Samuelson provided an overview of the community outreach process.

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

PUBLIC HEARING

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

Director of Community Development Ebbs presented the staff report dated July 26, 2022, recommending 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.

Mayor Thorpe opened the public hearing.

Leslie May stated that any ordinance adopted by Council should be enforced equally. She suggested residents with large trucks park them off of public streets to maintain line of sight.

Roshon Williams, Michelle Barlow and Marlene Hartigan spoke in support of the proposed ordinance.

Greg Lyons felt the City should address large commercial vehicles that were parked on City streets. He spoke in support of the proposed ordinance.

Richard stated he was opposed to recreational vehicle storage in front yards and driveways. He expressed concern the ordinance eliminated the requirement that recreational vehicles must be owned by a resident of the property. He suggested a 3-foot setback requirement from public sidewalks.

Frank Sterling stated if a moratorium on rent increases was not addressed there would be more recreational vehicles parked throughout the community.

Patricia Granados spoke in support of establishing a safe space for homeless living in their recreational vehicles and encouraged the Council to consider families that would be displaced.

Greg Shanks yielded his speaker time to Roshon Williams.

Roshon Williams suggested amending the ordinance to prohibit blighted units and require a 3-foot setback. She noted new homeowners should have the same rights as current residents.

Mayor Thorpe closed the public hearing.

Mayor Thorpe reviewed staff's recommendations for this agenda item and noted there may be changes from Council that could be included in any motion made regarding this item.

Councilmember Barbanica stated he appreciated the comments this evening. He reported that he had received more feedback opposing the ordinance amendment so he would not be voting to support this item.

Councilmember Torres-Walker and Mayor Thorpe requested section B3 be amended to include that the recreational vehicle is required to be registered to the tenant or property owner as specified by the driver's license and vehicle registration.

A motion made by Councilmember Torres-Walker was seconded by Councilmember Wilson to 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 to include the following:

- A three-foot setback requirement
- Section B3 amended to require the vehicle be registered to the owner or tenant per driver's license and vehicle registration.

Councilmember Ogorchock expressed concern that previous direction by the City Council regarding this item was not reflected in the staff report this evening. She requested eliminating 9-5.3830 B. 2 (e) A maximum of 50% of the front yard may be paved for parking purposes and requested section B (3) state the regulations within section 9-5.902.

Councilmember Ogorchock made a substitute motion, seconded by Councilmember Barbanica as follows:

- Change to a no fee permitting process
- Continuing with the current rules set forth in the previous motion and the those mentioned this evening
- Limiting permits (to be determined by Council)
- Continued to a date certain of August 23, 2022
- Waive the first reading

Mayor Thorpe and Councilmember Torres-Walker did not agree with limiting the number of permits.

A vote taken on the substitute motion passed.

Ayes: Ogorchock, Wilson, Barbanica

Noes: Torres-Walker, Thorpe

Councilmember Torres-Walker stated she believed that once the limited number of permits were exceeded, this issue would be back before the City Council.

Mayor Thorpe stated he did not believe this issue had been resolved this evening.

Mayor Thorpe declared a recess at 9:01 P.M. The meeting reconvened at 9:12 P.M. with all Councilmembers present.

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)

Planning Manager Hersch presented the staff report dated July 26, 2022, recommending the City Council take the following actions: 1) 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) 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) 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); and 4) 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).

Mayor Thorpe opened the public hearing.

Joel Keller and Pete Tobin, Barghausen Engineers, discussed their Community Outreach and the current condition of the property. They also gave a PowerPoint presentation of the Gas Station Project Proposal. They requested Council approve the project and allow the gas station/convenience store to be a 24-hour operation. They also asked that the requirement for drive by security be eliminated.

Andrew Becker provided a history of the property and suggested Council look at alternative solutions to fossil fuels. He questioned if the project had been properly noticed.

Leslie May and Lindsey Amezcua opposed the project and suggested Council investigate alternative uses for the property. Ms. Amezcua stated she lived in the area and was not notified of this application.

Atticus Finch, Frank Sterling and Richard opposed the project.

REBUTTAL

Joel Keller stated he appreciated the comments this evening. He explained that noticing was provided to residents based on a list provided by the Planning Department. He clarified that buildings on site were in a state of disrepair and suggested preserving the historical significance with a plaque on the property. He confirmed marketing research showed that there was a gap between demand and supply for gas stations in this area. He noted this project could capture that demand and be a source of new funding for Antioch. He requested Council approve the project.

Public comments submitted in writing were entered into the record from the following individuals: Rob Greaff, Delta Schools FCU and Reid Enright.

Mayor Thorpe closed the public hearing.

Councilmember Wilson thanked the public for their comments.

In response to Councilmember Wilson, Director of Community Development Ebbs stated this was the first development proposal received for this project site and clarified that the City did not actively market this property.

Councilmember Wilson stated she did not support the project due to its environmental impacts. She supported looking at alternative uses for the property.

Councilmember Barbanica stated he did not support another gas station in this area, particularly one in a residential neighborhood. He supported looking at alternative uses for the property.

Councilmember Ogorchock commented that the buildings on this property were in disrepair and the gas station/convenience store was esthetically pleasing; however, she had received feedback from residents in the area who did not support the project. She noted she was originally in favor of the project; however, no longer felt it was appropriate for the neighborhood.

Councilmember Torres-Walker thanked the presenters for their hard work on this project and apologized that the City had wasted their time since it did not appear there was support this evening. As an environmental justice advocate, she felt it would be out of alignment with her values to vote for this project.

Mayor Thorpe thanked the public for their participation and explained that the City did not control private property.

Anna Radonich, Stantec CEQA Consultant, reported that she had evaluated historical resources in the CEQA document, and they were not found to be significant.

Mayor Thorpe reported since this item first came to Council there had been an election and the direction of the City had changed significantly.

On motion by Councilmember Barbanica, seconded by Councilmember Wilson the City Council unanimously denied the New Gas Station Project Proposal.

COUNCIL REGULAR AGENDA

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

Assistant City Manager Bayon Moore presented the staff report dated July 26, 2022, recommending 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:** recommending 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.**]

Lacey Brown stated she believed the lease terms for this property were unreasonable and she suggested the City renegotiate with the property owner. She noted they wanted to ensure mitigation of the property and relocation of current tenants was done by qualified individuals.

Courtney Fields and Katie Felch yielded their speaker time to Andrew Becker.

Andrew Becker stated he believed the lease terms were unreasonable and could set precedent for property owners in Antioch. He expressed concern for the potential of asbestos and mold on site. He was also concerned that the relocation of people displaced by this project would be the responsibility of the landlord.

Atticus Finch expressed concern for the financial impact of this project. He stated this proposal would not provide housing and services for unhoused families.

Frank Sterling stated he did not believe this project was the best use of public funds and encouraged Council to reconsider moving forward.

Assistant City Manager Bayon Moore explained terms and conditions relative to the lease agreement.

In response to Councilmember Wilson, Assistant City Manager Bayon Moore explained that from the beginning the intention of this program had been to focus on unsheltered adults and co-location with families would not be compatible

Mayor Thorpe added that Council gave direction to focus this program on the chronically homeless living in encampments.

In response to Councilmember Torres-Walker, Assistant City Manager Bayon Moore explained no construction outside sprinkler installation would be necessary to protect residents. She noted the disturbance that would invoke treatment of asbestos or lead based paint was not proposed in the leasing scenario. She reported following the RFP process, BACS was asked to join the City in a walk-thru of the site and recognized it could be better secured with limited access. She noted the property owner took the proactive stance of installing a fence. She explained BACS staffing model and commented the provider had extensive experience with sites like Antioch.

Councilmember Torres-Walker stated she had not always been a supporter of this site selection because it was chosen by people who did not live in the community, and she was concerned the neighborhood was unsafe. She stated the project had evolved to incorporate substantial wrap-

around services, 24-hour onsite programs and assistance of the Antioch Police Department, if necessary. She added that this was a 2-year pilot program utilizing ARPA funds. She discussed costs associated with abating encampments and combating homelessness in Antioch. She stated she was in support of the project and believed that those in need of this program would be grateful to Council for moving forward.

Councilmember Ogorchock thanked staff for their hard work on this item. She reported that residents in the area were not in support of this project, and she was concerned that it would leave a majority of the unhoused on the street. She believed ARPA funds would be better spent on a Homekey project on Delta Fair Blvd. She noted if a room was vandalized, it could require major construction.

Assistant City Manager Bayon Moore stated if substantial repair work were to be performed a licensed contractor would be obligated to address asbestos and lead based paint.

City Attorney Smith added that under Article 8 of the Basic Lease Provisions, there were several obligations to ensure they were addressing all quality-of-life issues so they would be maintaining a standard appropriate for people occupying the space.

Mayor Thorpe stated the main concern was that there were no facilities for homeless individuals. and the City had been chasing people from corner to corner. He reported when they had visited facilities in other jurisdictions, it was determined that they typically served those from the relative location. He explained their goal was to serve and stabilize individuals so they could transition into permanent housing. He reported that direction on this item came from the community and was not absent the expertise of Focus Strategies. He confirmed that the focus would be on the people who were the most difficult to get into services due to chronic homelessness. He thanked staff for their leadership on this item.

City Attorney Smith stated when there was a motion, he would suggest that it include authorizing the Interim City Manager to execute the agreement.

Councilmember Wilson implored Council to work on funding a project to assist unhoused families.

RESOLUTION NO. 2022/130

On motion by Mayor Thorpe, seconded by Councilmember Torres-Walker, the City Council adopted 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 and authorizing the Interim City Manager to execute the agreement. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

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

Assistant City Manager Bayon Moore presented the staff report dated July 26, 2022, recommending 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.

Lacey Brown expressed concern regarding the condition of the rooms at the Executive Inn. She stated she was opposed to this project because there were limited funds and people would still be pushed corner to corner. She explained that they were recommending a more efficient way to spend these dollars that would help more people.

Courtney Fields and Katie yielded their time to Andrew Becker.

Andrew Becker agreed with Ms. Brown's comments. He stated he was not opposed to housing the unhoused, BACS or the cost of services. He noted moving this program model to a larger community would be more impactful. He reported that he had brought solutions to the City and the Mayor, and staff had not responded to his request for a meeting. He offered to donate his time to assist the City in connecting to resources so that people could get the help they needed.

Atticus Finch stated he believed supportive services were too expensive for the impact it would have on the unhoused community. He believed the unhoused were undercounted because they feared being reported.

In response Council, Jonathan Russell representing BACS explained that individuals participating in the program would not be permitted to use or distribute substances onsite. He explained their harm reduction model. He commented that they would support participants in maintaining their prescribed medication so they could manage their own needs with support. He noted they would also provide secured refrigeration, if needed.

Mayor Thorpe thanked Assistant City Manager Bayon Moore for her work on this item. He reiterated that this process started years ago in response to individuals concerned that there were no services for the unhoused. He noted goals and approaches differed; however, this was the approach chosen to deal with encampments in Antioch.

City Attorney Smith stated when there was a motion, he would suggest that it include authorizing the Interim City Manager to execute the agreement.

RESOLUTION NO. 2022/131

On motion by Mayor Thorpe, seconded by Councilmember Torres-Walker the City Council adopted 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 and authorizing Interim City Manager Johnson to execute the contract. The motion carried the following vote:

Ayes: Wilson, Torres-Walker, Thorpe

Noes: Ogorchock, Barbanica

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

Director of Public Works/City Engineer Samuelson recognized his staff who were in attendance this evening. He presented the staff report dated July 26, 2022, recommending the City Council receive an update on the traffic calming program and provide recommendations, if any, on potential changes to the policy.

Atticus Finch stated he felt speed surveys were flawed and noted that slowing down traffic was better addressed by the Antioch Police Department.

Councilmember Ogorchock and Councilmember Torres-Walker thanked Director of Public Works/City Engineer Samuelson for the update.

Following discussion, Council consensus directed staff to bring back a non-residential traffic calming item for Council discussion and feedback.

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

Director of Human Resources Cortez presented the staff report dated July 26, 2022, recommending 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.

RESOLUTION NO. 2022/132

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adopted the resolution approving the New Class Specification for Principal Executive Assistant Assigning a Salary Range, Assigning the Classification to the Management - Mid/Professional Bargaining Unit.

RESOLUTION NO. 2022/133

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adopted a Resolution Approving the New Class Specification for Human Resources Specialist, Assigning a Salary Range, Assigning the Classification to the Confidential Bargaining Unit.

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

Director of Human Resources Cortez presented the staff report dated July 26, 2022, recommending 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.

Councilmember Ogorchock volunteered to serve as Voting Delegate for the City of Antioch and Mayor Thorpe volunteered to serve as the Alternate Delegate.

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the City Council unanimously appointed Councilmember Ogorchock Voting Delegate and Mayor Thorpe Alternate Delegate for the 2022 League of California Cities Annual Conference.

PUBLIC COMMENT

Tiki Flow, Reimagine Antioch, announced a backpack giveaway event sponsored by Reimagine Antioch, Lift Up Contra Costa and PPEYC, would be held from 10:00 A.M. – 2:00 P.M. on August 1, 2022.

Frank Sterling reiterated his support for a moratorium on rent increases.

Atticus Finch requested Mayor Thorpe step down and suggested the community review Councilmember's donations.

Patricia Granados thanked Council for their dedication to the community.

Andrew Becker spoke in support of Council and offered to work with them on positive solutions.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker thanked the speakers for their comments. She expressed concern that no immediate action was taken to address the needs of Antioch renters. She suggested reconsidering what local control means in Antioch. She recognized the indigenous people and the diverse population of Antioch. She commented that civil rights were important to poor communities, people of color and working families. She stated she was pleased to work with a Council who supported renters in the community.

Councilmember Ogorchock reported on her attendance at the Cal Cities meeting. She requested Council begin working on a Homekey project for the Christmas Tree Lot property as soon as possible.

Councilmember Wilson thanked everyone who participated in the meeting this evening.

Mayor Thorpe stated he appreciated everyone's participation in the meeting. He noted he had theories on where the community received misinformation. He encouraged people to understand local, state and federal government structures. He discussed limitations of a General Law City and the possibility of City Clerk Householder holding a local government educational meeting.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council unanimously adjourned the meeting at 12:00 A.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Meeting Minutes of August 9, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of August 9, 2022, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Meeting Minutes of August 23, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of August 23, 2022, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Special Meeting Minutes of August 26, 2022

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of August 26, 2022, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF **ANTIOCH** CALIFORNIA

CLAIMS BY FUND REPORT
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100 General Fund

Non Departmental

00401975	BRIGHT PLANET SOLAR	BUILDING PERMIT REFUND	4.29
00402007	EMPOWER SOLAR INC	BUILDING PERMIT REFUND	2.88
00402132	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00402139	FAMILY SUPPORT REGISTRY	PAYROLL	250.00
00402153	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00402156	LIFE INSURANCE COMPANY	PAYROLL	4,398.02
00402160	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,041.67
00402161	MUNICIPAL POOLING AUTHORITY	PAYROLL	999.75
00402165	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	3,752.00
00402168	PARS	PAYROLL	7,780.70
00402181	STATE OF CALIFORNIA	PAYROLL	75.00
00402182	STATE OF CALIFORNIA	PAYROLL	50.00
00402203	AFLAC	INSURANCE PREMIUM	4,829.86
00402239	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,468.26
00402259	DE NOVA HOMES	HILLCREST/SANDCREEK REIMB	428,815.00
00402261	DELTA DENTAL	INSURANCE PREMIUM	41,420.01
00402301	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	6,295.75
00402313	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	1,623.00
00943294	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	660.00
00943295	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	20,697.56
00943296	ANTIOCH PUBLIC WORKS EMPLOYEE ASS.	PAYROLL	4,733.68
00943309	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	39,332.65
00943317	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,232.49
00943318	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,334.54

City Council

00401995	COSTCO	MEAL EXPENSE	187.79
00402085	VERIZON WIRELESS	DATA USAGE	103.44
00402226	BAGEL STREET CAFE	MEAL EXPENSE	36.21

City Attorney

00401966	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	80.09
00402024	LEONE & ALBERTS PROFESSIONAL CORP.	LEGAL SERVICES	2,566.20
00402027	LEXISNEXIS	LEXIS ADV SUBSCRIPTION	465.00
00402065	SHRED IT INC	SHRED SERVICES	107.40
00402087	VERIZON WIRELESS	DATA USAGE	51.72
00402091	VERIZON WIRELESS	DATA USAGE	51.62
00402193	VERIZON WIRELESS	DATA USAGE	51.62
00402269	FEDEX	SHIPPING	70.32
00402293	OFFICE DEPOT INC	SUPPLIES	300.50
00402308	SHRED IT INC	SHRED SERVICES	311.83
00943281	CANON FINANCIAL SERVICES	COPIER LEASE	155.30
00943298	CANON FINANCIAL SERVICES	COPIER LEASE	150.16

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City Manager

00401995	COSTCO	FRAMING SERVICES	746.86
00402054	RIDLEY, JAZMIN K	MILEAGE REIMBURSEMENT	69.25
00402060	SAM CLAR OFFICE FURNITURE	OFFICE FURNITURE	1,672.44
00402085	VERIZON WIRELESS	DATA USAGE	6.43
00402096	VOLER STRATEGIC ADVISORS INC	PROFESSIONAL SERVICES	24,000.00
00402133	DUALHARE INC	CONSULTING SERVICES	1,950.00
00402145	FOCUS STRATEGIES	CONSULTING SERVICES	7,326.25
00943281	CANON FINANCIAL SERVICES	LEASE AGREEMENT	155.30
00943285	EVVIVA BRANDS LLC	PROFESSIONAL SERVICES	7,850.00
00943298	CANON FINANCIAL SERVICES	COPIER LEASE	150.17
00943301	COMPUTERLAND	EQUIPMENT	178.98

City Clerk

00401979	CALIFORNIA TRANSLATION INTERNATIONAL	INTERPRETATION SERVICES	600.00
00402019	INTERNATIONAL CONTACT INC	INTERPRETATION SERVICES	922.63
00402042	OFFICE DEPOT INC	SUPPLIES	702.03
00402065	SHRED IT INC	SHRED SERVICES	53.70
00402138	EIDEN, KITTY J	PROFESSIONAL SERVICES	1,512.50
00402260	DELIA COLORADO	INTERPRETATION SERVICES	300.00
00402308	SHRED IT INC	SHRED SERVICES	155.94

City Treasurer

00402029	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	494.73
00402030	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	496.58
00402031	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	212.19

Human Resources

00402065	SHRED IT INC	SHRED SERVICES	107.40
00402113	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	6,714.27
00402261	DELTA DENTAL	INSURANCE PREMIUM	241.88
00402269	FEDEX	SHIPPING	38.37
00402291	MUNICIPAL POOLING AUTHORITY	DRUG AND ALCOHOL TESTING	453.36
00402308	SHRED IT INC	SHRED SERVICES	311.83
00943311	RAY MORGAN COMPANY	COPIER USAGE	1,485.93

Economic Development

00402080	VERIZON WIRELESS	DATA USAGE	51.62
00402086	VERIZON WIRELESS	DATA USAGE	51.72
00402090	VERIZON WIRELESS	DATA USAGE	51.62
00402133	DUALHARE INC	CONSULTING SERVICES	7,300.00
00943281	CANON FINANCIAL SERVICES	LEASE AGREEMENT	155.30
00943285	EVVIVA BRANDS LLC	PROFESSIONAL SERVICES	40,304.30
00943298	CANON FINANCIAL SERVICES	COPIER LEASE	150.17

Finance Administration

00402105	AMAZON CAPITAL SERVICES INC	SUPPLIES	153.85
00943311	RAY MORGAN COMPANY	COPIER USAGE	1,201.19

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00402065	SHRED IT INC	SHRED SERVICES	53.71
00402164	OFFICE DEPOT INC	SUPPLIES	294.90
00402293	OFFICE DEPOT INC	SUPPLIES	480.63
00402308	SHRED IT INC	SHRED SERVICES	155.94
00943315	SUPERION LLC	PROFESSIONAL SERVICES	19,768.13

Finance Operations

00401943	ACCONTEMPS	TEMP SERVICES	1,383.09
00402050	PROGRESSIVE SOLUTIONS INC	SUPPLIES	546.27
00402075	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00402189	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00402190	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00402199	ACCONTEMPS	TEMP SERVICES	2,563.92
00402245	CHAUDHARY, RASHILA PRANAV	EXPENSE REIMBURSEMENT	37.95
00402321	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00943328	RAY MORGAN COMPANY	COPIER USAGE	688.65

Non Departmental

00402037	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	30,175.55
00402133	DUALHARE INC	CONSULTING SERVICES	4,100.00
00402195	WAGeworks	ADMIN FEE	350.00
00943280	AVENU	3RD QTR SUTA	1,047.89

Public Works Administration

00402079	VERIZON WIRELESS	DATA USAGE	38.01
00402081	VERIZON WIRELESS	DATA USAGE	38.01
00402088	VERIZON WIRELESS	DATA USAGE	38.01
00402092	VERIZON WIRELESS	DATA USAGE	38.01
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	357.88

Public Works Street Maintenance

00401952	ANTIOCH ACE HARDWARE	SUPPLIES	131.33
00401953	ANTIOCH BUILDING MATERIALS	SUPPLIES	1,452.85
00401970	BAY AREA BARRICADE	SUPPLIES	4,950.20
00401999	DISPENSING TECHNOLOGY CORP.	SUPPLIES	7,940.06
00402020	INTERSTATE SALES	SUPPLIES	2,590.10
00402023	KELLY MOORE PAINT CO	SUPPLIES	41.69
00402032	MANERI SIGN COMPANY	SUPPLIES	59.76
00402042	OFFICE DEPOT INC	SUPPLIES	108.61
00402056	ROBERTS AND BRUNE CO	SUPPLIES	9.41
00402057	ROYAL BRASS INC	SUPPLIES	960.25
00402058	ROYAL BRASS INC	SUPPLIES	285.24
00402064	SHERWIN WILLIAMS CO	SUPPLIES	527.93
00402069	SYAR INDUSTRIES INC	SUPPLIES	435.29
00402079	VERIZON WIRELESS	DATA USAGE	76.02
00402081	VERIZON WIRELESS	DATA USAGE	76.02

Finance Accounting
Prepared by: Michele Milo
9/8/2022

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00402088	VERIZON WIRELESS	DATA USAGE	76.02
00402092	VERIZON WIRELESS	DATA USAGE	76.02
00402099	WATERSAVERS IRRIGATION	SUPPLIES	152.25
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00402140	FASTENAL CO	SUPPLIES	583.64
00402164	OFFICE DEPOT INC	SUPPLIES	151.55
00402180	SHERWIN WILLIAMS CO	SUPPLIES	342.91
00402261	DELTA DENTAL	INSURANCE PREMIUM	120.36
00943284	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	1,975.50
00943292	RED WING SHOE STORE	SAFETY SHOES	300.00
00943304	FREDS WELDING	PROFESSIONAL SERVICES	675.00
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
Public Works-Signal/Street Lights			
00401959	AT AND T MCI	PHONE	664.77
00401989	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	49,232.98
00401997	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	4,548.25
00402047	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,537.34
00402066	STATE OF CALIFORNIA	SIGNAL MAINTENANCE	4,556.94
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	7,500.78
00943284	CONSOLIDATED ELECTRICAL DIST INC	LIGHT POLES	26,010.75
Public Works-Facilities Maintenance			
00401946	ADT COMMERCIAL	SECURITY SERVICES	2,645.00
00401950	AMERICAN PLUMBING INC	PLUMBING SERVICE	525.00
00401959	AT AND T MCI	PHONE	73.11
00402001	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00402015	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	28,667.10
00402033	MARTELL WATER SYSTEMS INC	PROFESSIONAL SERVICES	1,696.10
00402047	PACIFIC GAS AND ELECTRIC CO	GAS	119.40
00402079	VERIZON WIRELESS	DATA USAGE	38.01
00402081	VERIZON WIRELESS	DATA USAGE	38.01
00402088	VERIZON WIRELESS	DATA USAGE	38.01
00402092	VERIZON WIRELESS	DATA USAGE	38.01
00402105	AMAZON CAPITAL SERVICES INC	SUPPLIES	53.72
00402167	PACIFIC GAS AND ELECTRIC CO	GAS	17,125.47
00402217	ANIXTER INC	SUPPLIES	257.75
00402232	BAY ALARM COMPANY	ALARM SERVICES	456.67
00402239	BLUE SHIELD LIFE	INSURANCE PREMIUM	12.26
00402270	GENERAL PLUMBING SUPPLY CO	SUPPLIES	293.93
00402275	HONEYWELL INTERNATIONAL INC	MAINTENANCE SERVICE	14,620.20
00402283	M AND L OVERHEAD DOORS	PROFESSIONAL SERVICES	151.92
00402297	PEPPER INVESTMENTS INC	PEST CONTROL	300.00
00402307	SHELTERWERK	PROFESSIONAL SERVICES	2,963.85
00402314	STEWARTS TREE SERVICE INC	TREE SERVICE	2,500.00
00943284	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	103.71

Finance Accounting
Prepared by: Michele Milo
9/8/2022

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00943302	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	631.74
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,887.50
Public Works-Parks Maint			
00401948	ALTA FENCE	FENCE INSTALLATION	20,810.00
00401950	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	1,170.00
00401959	AT AND T MCI	PHONE	124.65
00401998	DIABLO DELTA PAINTING CO	PROFESSIONAL SERVICES	33,900.00
00402034	MIRACLE PLAYSYSTEMS INC	SUPPLIES	1,689.24
00402042	OFFICE DEPOT INC	SUPPLIES	5.26
00402047	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	149.92
00402056	ROBERTS AND BRUNE CO	SUPPLIES	505.91
00402068	STEWARTS TREE SERVICE INC	TREE SERVICE	3,900.00
00402099	WATERSAVERS IRRIGATION	PROFESSIONAL SERVICES	3,846.54
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,035.73
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	94,107.25
00402197	WATERSAVERS IRRIGATION	SUPPLIES	212.07
00402212	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	903.94
00402222	ARBOR DAY FOUNDATION	SUPPLIES	142.56
Public Works-Median/General Land			
00401951	ANTIOCH ACE HARDWARE	SUPPLIES	53.32
00401959	AT AND T MCI	PHONE	391.43
00401960	AT AND T MCI	PHONE	100.94
00402047	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	51.90
00402068	STEWARTS TREE SERVICE INC	TREE SERVICE	6,555.00
00402099	WATERSAVERS IRRIGATION	SUPPLIES	169.33
00402164	OFFICE DEPOT INC	SUPPLIES	37.50
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,084.01
00402197	WATERSAVERS IRRIGATION	SUPPLIES	51.29
00402219	ANTIOCH ACE HARDWARE	SUPPLIES	18.73
00402261	DELTA DENTAL	INSURANCE PREMIUM	52.53
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	1,000.00
00402326	WATERSAVERS IRRIGATION	SUPPLIES	2,391.18
00943314	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	1,128.86
PW-Work Alternative-Strt Maint			
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
Police Administration			
00401945	ADAMSON POLICE PRODUCTS	SUPPLIES	195.05
00401956	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	410.00
00401963	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,176.81
00401964	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,344.23
00401965	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,067.53
00401996	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,339.38
00402039	NET TRANSCRIPTS	TRANSCRIPT SERVICES	50.98
00402040	OFFICE DEPOT INC	SUPPLIES	14.26

Finance Accounting
Prepared by: Michele Milo
9/8/2022

CITY OF
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00402110	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	1,159.50
00402112	AT AND T MOBILITY	DATA USAGE	7,294.86
00402117	BORG, THOMAS	FUEL REIMBURSEMENT	271.34
00402119	CALIFORNIA SURVEYING & DRAFTING	SUPPLIES	365.59
00402128	CRANDELL, ASHLEY MARIE	EXPENSE REIMBURSEMENT	28.00
00402133	DUALHARE INC	CONSULTING SERVICES	1,800.00
00402147	GALLS LLC	UNIFORMS	1,525.80
00402152	IBS OF TRI VALLEY	SUPPLIES	543.74
00402154	LC ACTION POLICE SUPPLY	SUPPLIES	2,502.30
00402162	NET TRANSCRIPTS	TRANSCRIPT SERVICE	75.20
00402163	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT	471.00
00402164	OFFICE DEPOT INC	SUPPLIES	1,897.34
00402171	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	23.00
00402172	POLICE EXECUTIVE RESEARCH FORUM	TRAINING	850.00
00402173	POLICE EXECUTIVE RESEARCH FORUM	TRAINING	850.00
00402177	SDRTC	TRAINING	517.00
00402193	VERIZON WIRELESS	PATROL CAR MODEMS	3,016.08
00402194	VICTORY TACTICAL GEAR	BALLISTIC HELMETS	2,712.18
00402200	ADAMS, MELISSA ANNE	CLASS PER DIEM	222.00
00402205	ALAMEDA COUNTY	TRAINING	335.00
00402206	ALAMEDA COUNTY	TRAINING	1,031.00
00402207	ALAMEDA COUNTY	TRAINING	1,031.00
00402208	ALAMEDA COUNTY	TRAINING	1,031.00
00402216	ANGELINI TEIXEIRA DS, RICARDO	MEAL ALLOWANCE	115.00
00402227	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	9,486.46
00402228	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7,338.90
00402229	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	6,012.23
00402230	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7,566.01
00402239	BLUE SHIELD LIFE	INSURANCE PREMIUM	27.01
00402240	BLUMBERG, FREDRICK C.	PER DIEM	740.00
00402251	COLLEY, JAMES M	MEAL ALLOWANCE	34.50
00402256	CRANDELL, ASHLEY MARIE	PER DIEM	222.00
00402261	DELTA DENTAL	INSURANCE PREMIUM	120.36
00402266	EGAN, JOSHUA	PER DIEM	740.00
00402271	HAMILTON, JUSTIN MATTHEW	PER DIEM	740.00
00402272	HILL, KYLE ANTHONY	MEAL ALLOWANCE	115.00
00402274	HOFFMAN, RICK D	PER DIEM	296.00
00402285	MARCOTTE, BROCK A	PER DIEM	296.00
00402303	RELIANT HIRING SOLUTIONS	PROFESSIONAL SERVICES	499.00
00402305	SAFESTORE INC	EVIDENCE STORAGE	3,231.75
00402308	SHRED IT INC	SHRED SERVICES	387.27
00402309	SMITH, KYLE T	MEAL ALLOWANCE	115.00
00402310	SOUZA MELLONE, MICHAEL C	PER DIEM	740.00
00402318	THIRD DEGREE COMMUNICATIONS	TRAINING	525.00

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00943281	CANON FINANCIAL SERVICES	COPIER LEASE	168.98
00943289	IMAGE SALES INC	SUPPLIES	23.27
00943311	RAY MORGAN COMPANY	COPIER USAGE	233.40
00943325	IMAGE SALES INC	SUPPLIES	50.16
Police Cadets			
00401954	ANTIOCH POLICE EXPLORERS	CADET ACADEMY	2,165.95
Police Community Policing			
00401944	ADAMS, MELISSA ANNE	EXPENSE REIMBURSEMENT	29.98
00401964	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,242.09
00401965	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,000.35
00401996	CRYSTAL CLEAR LOGOS INC	PROFESSIONAL SERVICES	17.56
00402016	HUNT AND SONS INC	FUEL	382.85
00402102	ACEK9	SUPPLIES	504.00
00402149	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	21.50
00402151	HUNT AND SONS INC	FUEL	389.19
00402179	SHAFFER, COLE ANDREW	MILEAGE REIMBURSEMENT	25.00
00402228	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	218.36
00402229	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,247.43
00402239	BLUE SHIELD LIFE	INSURANCE PREMIUM	22.18
00402242	CANINE DEVELOPMENT GROUP INC	ANNUAL SUBSCRIPTION	140.00
00402261	DELTA DENTAL	INSURANCE PREMIUM	646.58
00402311	SP PLUS CORPORATION	PROFESSIONAL SERVICES	21,210.00
Police Investigations			
00401961	BAGEL STREET CAFE	MEAL EXPENSE	390.94
00401963	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,783.65
00401965	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	31.16
00401996	CRYSTAL CLEAR LOGOS INC	UNIFORMS	340.57
00402146	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	34.99
00402228	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,614.80
00402316	T MOBILE USA INC	PROFESSIONAL SERVICES	75.00
Police Special Operations Unit			
00402002	EAN SERVICES LLC	RENTAL VEHICLE	2,288.64
Police Communications			
00401959	AT AND T MCI	PHONE	2,158.89
00401990	CONTRA COSTA COUNTY	ACCJIN SHARED COSTS	10,328.95
00402026	LEXISNEXIS	MONTHLY SUBSCRIPTION	252.50
00402126	COMCAST	INTERNET SERVICES	3,216.33
Office Of Emergency Management			
00401959	AT AND T MCI	PHONE	385.02
00943283	COMPUTERLAND	EQUIPMENT	7,796.12
Police Facilities Maintenance			
00401950	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	395.00
00401959	AT AND T MCI	PHONE	248.28
00402015	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	15,562.14

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00402101	360 FITNESS LLC	SUPPLIES	2,462.81
00402167	PACIFIC GAS AND ELECTRIC CO	GAS	32,492.01
00402183	STOMMEL INC	SUPPLIES	20,078.55
00402228	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	807.84
00402232	BAY ALARM COMPANY	ALARM SERVICES	1,315.00
00402275	HONEYWELL INTERNATIONAL INC	QUARTERLY MAINTENANCE	7,936.68
00943287	ICR ELECTRICAL CONTRACTORS	REPAIRS	2,806.50
00943300	CLUB CARE INC	PROFESSIONAL SERVICES	225.00
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,680.00
00943323	COMPUTERLAND	SUPPLIES	645.72
00943327	MOBILE MINI LLC	RENTAL	173.25
P & R Administration			
00401968	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	917.43
Youth Network Services			
00401957	ASPIRE YOUTH PROGRAMS	CONSULTING SERVICES	14,723.20
00401967	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,773.30
00401968	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	11.56
00402085	VERIZON WIRELESS	DATA USAGE	51.72
00402105	AMAZON CAPITAL SERVICES INC	SUPPLIES	61.61
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	1,300.00
00402133	DUALHARE INC	CONSULTING SERVICES	700.00
00402223	ARCHITECTURAL FOUNDATION OF SF	YOUTH INTERNSHIP PROGRAM	10,522.67
00402254	COMMUNITY INITIATIVES	ART WORKSHOP	32,189.00
00402257	CRYSTAL CLEAR LOGOS INC	UNIFORMS	181.97
00943281	CANON FINANCIAL SERVICES	LATE FEE	25.00
Administrative Support			
00402054	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	82.04
00402232	BAY ALARM COMPANY	ALARM SERVICES	100.00
Community Development Land Planning Services			
00401962	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,222.00
00402006	EIDEN, KITTY J	PROFESSIONAL SERVICES	300.00
00402138	EIDEN, KITTY J	PROFESSIONAL SERVICES	150.00
00402142	FEDEX	SHIPPING	35.40
00402284	MAR CAL	SUPPLIES	293.86
00402323	URBAN PLANNING PARTNERS	CONSULTING SERVICES	25,086.02
00402327	WILLIAM AVERY AND ASSOCIATES	RECRUITMENT SERVICES	10,000.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	841.98
CD Code Enforcement			
00401991	CONTRA COSTA COUNTY	PROFESSIONAL SERVICES	2,961.00
00402129	DATA TICKET INC	CONSULTING SERVICES	224.00
00402241	CACEO	WEBINAR	38.00
00402261	DELTA DENTAL	INSURANCE PREMIUM	52.48
00402312	STAMM ENTERPRISES, LTD	STORAGE RENTAL	235.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	570.76

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00943312	RED WING SHOE STORE	SAFETY SHOES	206.86
PW Engineer Land Development			
00401959	AT AND T MCI	PHONE	48.18
00402084	VERIZON WIRELESS	DATA USAGE	76.02
00402093	VERIZON WIRELESS	DATA USAGE	76.02
00402105	AMAZON CAPITAL SERVICES INC	SUPPLIES	59.27
00402193	VERIZON WIRELESS	DATA USAGE	76.02
00402249	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	24,180.00
00402277	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	60,930.00
00402293	OFFICE DEPOT INC	SUPPLIES	47.97
00402327	WILLIAM AVERY AND ASSOCIATES	RECRUITMENT SERVICES	5,000.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	743.52
00943316	TESTING ENGINEERS INC	TESTING SERVICES	1,853.00
00943330	TESTING ENGINEERS INC	TESTING SERVICES	14,800.75
Community Development Building Inspection			
00401962	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	0.17
00401975	BRIGHT PLANET SOLAR	BUILDING PERMIT REFUND	504.68
00402007	EMPOWER SOLAR INC	BUILDING PERMIT REFUND	254.26
00402072	TYLER TECHNOLOGIES INC	ENERGOV SOFTWARE	4,361.62
00402137	EAST BAY WORK WEAR	SAFETY SHOES	249.25
00402164	OFFICE DEPOT INC	SUPPLIES	468.69
00943329	RED WING SHOE STORE	SAFETY SHOES	250.00
Capital Imp. Administration			
00402084	VERIZON WIRELESS	DATA USAGE	38.01
00402093	VERIZON WIRELESS	DATA USAGE	38.01
00402105	AMAZON CAPITAL SERVICES INC	SUPPLIES	157.84
00402193	VERIZON WIRELESS	DATA USAGE	38.01
00943311	RAY MORGAN COMPANY	COPIER USAGE	844.77
209	RMRA Fund		
Streets			
00402238	BKF ENGINEERS INC	PROFESSIONAL SERVICES	69,649.20
212	CDBG Fund		
CDBG			
00401985	CHOICE OF AGING	CDBG SERVICES	6,601.56
00402005	ECHO HOUSING	CDBG SERVICES	567.48
00402055	RISING SUN ENERGY CENTER	CDBG SERVICES	7,733.90
CDBG-CV			
00402063	SHELTER INC	ADDITIONAL Q4 FY 21/22	189,181.25
213	Gas Tax Fund		
Streets			
00402047	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	537.07
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	43,221.55
00402317	TANKO LIGHTING	PROFESSIONAL SERVICES	15,000.00
00943331	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	921.44

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214 Animal Services Fund

Animal Services

00402014	HILLS PET NUTRITION	SUPPLIES	303.66
00402038	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	2,890.09
00402071	TONY LA RUSSA'S ANIMAL RESCUE	VETERINARY SERVICES	350.00
00402135	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	483.04
00402167	PACIFIC GAS AND ELECTRIC CO	GAS	2,244.51
00402261	DELTA DENTAL	INSURANCE PREMIUM	759.24
00402265	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,912.77
00402273	HILLS PET NUTRITION	SUPPLIES	77.57
00402292	MWI VETERINARY SUPPLY CO	SUPPLIES	284.69
00943327	MOBILE MINI LLC	STORAGE	140.69

219 Recreation Fund

Non Departmental

00401968	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,591.62
00401974	BMCC	DEPOSIT REFUND	500.00
00401983	CCC SENIOR NUTRITION PROGRAM	PARTICIPANT PORTION	14,707.00
00402120	CASTRO, CAROLYN	DEPOSIT REFUND	500.00
00402176	ROBERTSON, GLORIA	DEPOSIT REFUND	1,000.00
00402286	MARTINEZ, JEORGINA	DEPOSIT REFUND	500.00

Nick Rodriguez Community Cent

00401967	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	44.96
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	220.00
00402167	PACIFIC GAS AND ELECTRIC CO	GAS	5,149.14
00402250	COLE SUPPLY CO INC	SUPPLIES	463.58
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	618.16

Senior Programs

00401958	AT AND T MCI	PHONE	34.11
00401959	AT AND T MCI	PHONE	208.86
00401967	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	319.99
00402015	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	11,466.84
00402043	OG CHARTER AND TOURS LLC	TRANSPORTATION	100.00
00402125	COLE SUPPLY CO INC	SUPPLIES	867.08
00402167	PACIFIC GAS AND ELECTRIC CO	GAS	3,386.78
00402275	HONEYWELL INTERNATIONAL INC	QUARTERLY MAINTENANCE	5,848.08
00402278	L ROMEROS RENTALS	SUPPLIES	1,308.00
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4.00

Recreation Sports Programs

00401959	AT AND T MCI	PHONE	24.93
00401968	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	355.54
00402078	US FOODS INC	SUPPLIES	225.58
00402082	VERIZON WIRELESS	DATA USAGE	113.92
00402089	VERIZON WIRELESS	DATA USAGE	39.02

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00402118	BSN SPORTS LLC	SUPPLIES	39.44
00402143	FERREIRA, BRYAN	FIELD RENTAL REFUND	710.00
00402148	GONZALEZ-ALSTON, ZONIA	PROFESSIONAL SERVICES	819.00
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,959.76
00402298	PIONEER MANUFACTURING COMPANY	SUPPLIES	520.29
00402325	US FOODS INC	SUPPLIES	189.12
Recreation-Comm Center			
00401946	ADT COMMERCIAL	SECURITY SERVICES	781.86
00401950	AMERICAN PLUMBING INC	PROFESSIONAL SERVICE	6,150.00
00401959	AT AND T MCI	PHONE	25.82
00401968	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,494.46
00402015	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	21,295.56
00402022	JENNIFER LYNN HINES	PROFESSIONAL SERVICES	5,366.81
00402029	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	275.92
00402030	LOOMIS ARMORED LLC	ARMORED CAR PICK UP	251.81
00402031	LOOMIS ARMORED LLC	ARMORED CAR PICK UP	369.06
00402036	MUIR, ROXANNE	CONTRACTOR PAYMENT	907.20
00402047	PACIFIC GAS AND ELECTRIC CO	GAS	14,607.66
00402094	VERIZON WIRELESS	DATA USAGE	38.01
00402114	BAY AREA JUMP	PROFESSIONAL SERVICES	2,773.35
00402126	COMCAST	INTERNET SERVICES	50.01
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	1,300.00
00402159	MASSONE MECHANICAL INC	PROFESSIONAL SERVICES	422.81
00402231	BAUTISTA JR, CESAR	PROFESSIONAL SERVICES	4,840.25
00402232	BAY ALARM COMPANY	ALARM SERVICES	220.00
00402275	HONEYWELL INTERNATIONAL INC	QUARTERLY MAINTENANCE	10,860.72
00402320	UNIQUE PEST CONTROL	PEST CONTROL	200.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	977.73
Recreation Water Park			
00401959	AT AND T MCI	PHONE	144.55
00401967	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	51.47
00401968	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,548.41
00402015	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	4,914.36
00402078	US FOODS INC	SUPPLIES	15,107.89
00402098	WATERLINE TECHNOLOGIES INC	POOL SUPPLIES	5,045.77
00402115	BELL, RUTH	CLASS REFUND	4.38
00402125	COLE SUPPLY CO INC	SUPPLIES	726.34
00402130	DEPARTMENT OF INDUSTRIAL RELATIONS	INSPECTION SERVICES	243.75
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	40.00
00402141	FASTSIGNS	SUPPLIES	933.05
00402155	LESLIES POOL SUPPLIES	SUPPLIES	1,672.18
00402158	LUTZ, ELIZABETH	CLASS REFUND	5.13
00402167	PACIFIC GAS AND ELECTRIC CO	GAS	28,551.89
00402192	US FOODS INC	SUPPLIES	3,040.66

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00402198	AAA FIRE PROTECTION SVCS	PROFESSIONAL SERVICES	1,421.95
00402201	ADVANTASOFT INC	PROFESSIONAL SERVICES	17,467.35
00402213	AMERICAN RED CROSS	LIFEGUARD CERTIFICATIONS	574.00
00402264	DURDEN, CHANDREKA	CLASS REFUND	25.14
00402275	HONEYWELL INTERNATIONAL INC	QUARTERLY MAINTENANCE	2,506.32
00402282	LUCIDO, MARY	ACCOUNT REFUND	26.00
00402287	MASSONE MECHANICAL INC	PROFESSIONAL SERVICES	794.56
00943286	GRAINGER INC	SUPPLIES	1,537.84
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	408.99
220	Traffic Signalization Fund		
Non Departmental			
Traffic Signals			
00402052	RAYS ELECTRIC	PROFESSIONAL SERVICES	99,353.49
00402302	RAYS ELECTRIC	PROFESSIONAL SERVICES	32,284.51
221	Asset Forfeiture Fund		
Non Departmental			
00402013	HAMASAKI LAW	ASSET FORFEITURE	35,176.00
00402053	RICHARDSON, STEVEN	ASSET FORFEITURE	452.00
222	Measure C/J Fund		
Streets			
00402059	RUSSELL D MITCHELL AND ASSOCIATES	LANDSCAPE SERVICES	4,450.00
00402104	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	6,144.00
226	Solid Waste Reduction Fund		
Solid Waste Used Oil			
00402174	REPUBLIC SERVICES INC	WASTE SERVICE	1,668.25
00402262	DELTA DIABLO	WASTE SERVICE	1,570.27
Solid Waste			
00401962	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	625.00
00402103	ADAPT CONSULTING INC	SUPPLIES	1,197.83
00402124	CLEARSTREAM RECYCLING INC	SUPPLIES	567.00
00402184	SUSTAINABLE CONTRA COSTA	FY21/22 PROGRAM SUPPORT	3,500.00
00402262	DELTA DIABLO	WASTE SERVICE	9,800.10
00943303	DELL COMPUTER CORP	EQUIPMENT	364.64
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00401947	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	9,720.00
00401993	CONTRA COSTA HEALTH SERVICES	WASTE SERVICE	298.50
00402048	PEPPER INVESTMENTS INC	PEST CONTROL	1,050.00
00402108	ANTIOCH ACE HARDWARE	SUPPLIES	117.44
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00402204	AL FRESCO LANDSCAPING INC	LANDSCAPING SERVICES	15,120.00
00402261	DELTA DENTAL	INSURANCE PREMIUM	60.18

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251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00401959	AT AND T MCI	PHONE	99.72
00402070	TERRACARE ASSOCIATES	TREE SERVICE	534.90
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,173.66
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	178.30
00402261	DELTA DENTAL	INSURANCE PREMIUM	3.57
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	7,000.00

Lonetree Maintenance Zone 2

00401959	AT AND T MCI	PHONE	171.15
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	879.14
00402261	DELTA DENTAL	INSURANCE PREMIUM	18.72
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	10,000.00

Lonetree Maintenance Zone 3

00401959	AT AND T MCI	PHONE	74.79
00402261	DELTA DENTAL	INSURANCE PREMIUM	12.10
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	12,000.00

Lonetree Maintenance Zone 4

00402070	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	855.84
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	285.28

252 Downtown SLLMD Fund

Downtown Maintenance

00402070	TERRACARE ASSOCIATES	TREE SERVICE	534.90
00402131	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	333.76
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	178.30
00402239	BLUE SHIELD LIFE	INSURANCE PREMIUM	10.65
00402261	DELTA DENTAL	INSURANCE PREMIUM	84.81

253 Almondridge SLLMD Fund

Almondridge Maintenance

00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	265.40
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	4,000.00

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00401959	AT AND T MCI	PHONE	49.86
00402070	TERRACARE ASSOCIATES	TREE SERVICE	1,390.74
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	735.15
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,513.58
00402261	DELTA DENTAL	INSURANCE PREMIUM	7.96
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	13,000.00

Hillcrest Maintenance Zone 2

00401959	AT AND T MCI	PHONE	174.51
00402070	TERRACARE ASSOCIATES	TREE SERVICE	1,904.25
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	938.77

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00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	634.75
00402261	DELTA DENTAL	INSURANCE PREMIUM	9.55
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	17,000.00
Hillcrest Maintenance Zone 4			
00401959	AT AND T MCI	PHONE	147.90
00402070	TERRACARE ASSOCIATES	TREE SERVICE	1,069.80
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	828.25
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	881.60
00402261	DELTA DENTAL	INSURANCE PREMIUM	6.37
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	12,000.00
255 Park 1A Maintenance District Fund			
Park 1A Maintenance District			
00401946	ADT COMMERCIAL	PROFESSIONAL SERVICES	5,504.24
00401959	AT AND T MCI	PHONE	24.93
00401982	CASCADE ROCK INC	SUPPLIES	9,069.75
00402047	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	43.22
00402070	TERRACARE ASSOCIATES	TREE SERVICE	1,390.74
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	301.52
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	463.58
00402232	BAY ALARM COMPANY	ALARM SERVICES	115.00
00402252	COMCAST	INTERNET SERVICES	113.80
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	1,000.00
00943284	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	589.20
00943302	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	48.84
256 Citywide 2A Maintenance District Fund			
Citywide 2A Maintenance Zone 3			
00402070	TERRACARE ASSOCIATES	TREE SERVICE	21.39
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	99.44
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	7.13
00402261	DELTA DENTAL	INSURANCE PREMIUM	1.90
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	6,000.00
Citywide 2A Maintenance Zone 4			
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	442.08
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,200.00
00402261	DELTA DENTAL	INSURANCE PREMIUM	1.59
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	8,000.00
Citywide 2A Maintenance Zone 5			
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	610.12
00402261	DELTA DENTAL	INSURANCE PREMIUM	1.91
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	8,000.00
Citywide 2A Maintenance Zone 6			
00402070	TERRACARE ASSOCIATES	TREE SERVICE	1,283.76
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	296.21
00402186	TERRACARE ASSOCIATES	MOWING SERVICE	427.92

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00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	7,000.00
Citywide 2A Maintenance Zone 8			
00402070	TERRACARE ASSOCIATES	TREE SERVICE	106.98
00402186	TERRACARE ASSOCIATES	MOWING SERVICE	35.66
00402261	DELTA DENTAL	INSURANCE PREMIUM	6.37
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	7,000.00
Citywide 2A Maintenance Zone 9			
00401959	AT AND T MCI	PHONE	99.72
00402068	STEWARTS TREE SERVICE INC	TREE SERVICE	1,950.00
00402070	TERRACARE ASSOCIATES	TREE SERVICE	320.94
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	611.87
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	106.98
00402261	DELTA DENTAL	INSURANCE PREMIUM	4.78
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	9,500.00
Citywide 2A Maintenance Zone10			
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	146.49
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	5,000.00
257 SLLMD Administration Fund			
SLLMD Administration			
00401959	AT AND T MCI	PHONE	202.01
00402070	TERRACARE ASSOCIATES	TREE SERVICE	1,283.28
00402079	VERIZON WIRELESS	DATA USAGE	76.02
00402081	VERIZON WIRELESS	DATA USAGE	76.02
00402088	VERIZON WIRELESS	DATA USAGE	76.02
00402092	VERIZON WIRELESS	DATA USAGE	76.02
00402186	TERRACARE ASSOCIATES	LANDSCAPE SERVICE	427.76
00943292	RED WING SHOE STORE	SAFETY SHOES	300.00
259 East Lone Tree SLLMD Fund			
Zone 1-District 10			
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	6,000.00
311 Capital Improvement Fund			
Non Departmental			
Parks & Open Space			
00402185	SWATT MIERS ARCHITECTS	PROFESSIONAL SERVICES	2,695.28
00402209	ALEX KUSHNER GENERAL INC	PROFESSIONAL SERVICES	45,012.23
00402315	SWATT MIERS ARCHITECTS	PROFESSIONAL SERVICES	5,648.19
Streets			
00402289	MG AND JC CONCRETE INC	PROFESSIONAL SERVICES	88,579.80
Public Buildings & Facilities			
00401978	CA DEPARTMENT OF FISH AND WILDLIFE	PROFESSIONAL SERVICES	5,748.75
376 Lone Diamond Fund			
Assessment District			
00402122	CENTRAL SELF STORAGE ANTIOCH	STORAGE RENTAL	370.00

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570 Equipment Maintenance Fund
Non Departmental

00402151	HUNT AND SONS INC	FUEL	71,490.39
Equipment Maintenance			
00401972	BILL BRANDT FORD	VEHICLE REPAIR	3,437.64
00401986	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	272.98
00401992	CONTRA COSTA FIRE EQUIPMENT	PROFESSIONAL SERVICES	238.31
00402003	EAST BAY WELDING SUPPLY	RENTAL SERVICE	15.95
00402008	FALCON COLLISION REPAIR INC	VEHICLE REPAIR	24,058.83
00402025	LES SCHWAB TIRES OF CALIFORNIA	TIRES	3,135.62
00402028	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	272.23
00402044	OREILLY AUTO PARTS	SUPPLIES	760.81
00402049	PHILS DIESEL CLINIC INC	PROFESSIONAL SERVICES	4,614.02
00402051	R AND B TOOLS LLC	SUPPLIES	104.21
00402073	UNICO GLASS LLC	SUPPLIES	443.89
00402079	VERIZON WIRELESS	DATA USAGE	38.01
00402081	VERIZON WIRELESS	DATA USAGE	38.01
00402088	VERIZON WIRELESS	DATA USAGE	38.01
00402092	VERIZON WIRELESS	DATA USAGE	38.01
00402097	WALNUT CREEK FORD	SUPPLIES	3,134.75
00402100	WINTER CHEVROLET CO	SUPPLIES	1,045.00
00402134	EAST BAY TIRE CO	TIRES	4,606.23
00402136	EAST BAY WELDING SUPPLY	CYLINDER RENTAL	31.90
00402157	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	206.88
00402166	OREILLY AUTO PARTS	SUPPLIES	2,228.59
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	859.26
00402188	UNICO GLASS LLC	SUPPLIES	214.01
00402196	WALNUT CREEK FORD	SUPPLIES	98.39
00402202	AFFORDABLE TIRE CENTER	SMOG INSPECTIONS	450.00
00402224	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	307.00
00402237	BILL BRANDT FORD	AUTO REPAIR	2,056.87
00402246	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	257.68
00402279	LES SCHWAB TIRES OF CALIFORNIA	TIRE MOUNT	34.99
00402281	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,028.14
00402290	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	158.40
00402293	OFFICE DEPOT INC	SUPPLIES	864.79
00402294	OREILLY AUTO PARTS	SUPPLIES	1,458.62
00402319	UNICO GLASS LLC	SUPPLIES	214.02
00943290	KIMBALL MIDWEST	SUPPLIES	406.88
00943291	PETERSON TRACTOR CO	SUPPLIES	1,367.45
00943307	KIMBALL MIDWEST	SUPPLIES	1,359.82
00943310	PETERSON TRACTOR CO	SUPPLIES	4,220.15
00943311	RAY MORGAN COMPANY	COPIER USAGE	119.29
00943320	BIG SKY ENVIRONMENTAL SOLUTIONS	WASTE OIL PICKUP SERVICES	193.00

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573 Information Services Fund

Information Services

00401959	AT AND T MCI	PHONE	94.68
00402083	VERIZON WIRELESS	DATA USAGE	309.38
00402095	VERIZON WIRELESS	DATA USAGE	423.41

Network Support & PCs

00401959	AT AND T MCI	PHONE	280.46
00402127	COMCAST	INTERNET SERVICES	318.09
00402211	AMERICAN MESSAGING	PHONE SERVICE	77.60
00402215	AMS DOT NET INC	MONTHLY LICENSE FEE	483.88
00402253	COMCAST	INTERNET SERVICES	143.61
00402296	PDQ COM CORPORATION	PROFESSIONAL SERVICES	2,100.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	34.73
00943321	CARTER, RONN	PROFESSIONAL SERVICES	540.00

Telephone System

00401958	AT AND T MCI	PHONE	1,891.31
00401959	AT AND T MCI	PHONE	2,196.15

GIS Support Services

00401971	BHALLA SERVICES INC	CAR WASHES	78.00
00402079	VERIZON WIRELESS	DATA USAGE	38.01
00402081	VERIZON WIRELESS	DATA USAGE	38.01
00402088	VERIZON WIRELESS	DATA USAGE	38.03
00402092	VERIZON WIRELESS	DATA USAGE	38.03

Office Equipment Replacement

00401949	AMAZON CAPITAL SERVICES INC	SUPPLIES	110.30
00402106	AMS DOT NET INC	PROFESSIONAL SERVICES	1,080.00
00402215	AMS DOT NET INC	PROFESSIONAL SERVICES	846.00

577 Post Retirement Medical-Police Fund

Non Departmental

00402328	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00402330	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00402339	RETIREE	MEDICAL AFTER RETIREMENT	1,222.30
00402343	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00402346	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00402347	RETIREE	MEDICAL AFTER RETIREMENT	204.06
00402348	RETIREE	MEDICAL AFTER RETIREMENT	126.75
00402349	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00402352	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00402353	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00402354	RETIREE	MEDICAL AFTER RETIREMENT	1,564.42
00402356	RETIREE	MEDICAL AFTER RETIREMENT	71.30
00943332	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943333	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943338	RETIREE	MEDICAL AFTER RETIREMENT	1,010.59

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00943339	RETIREE	MEDICAL AFTER RETIREMENT	322.08
00943341	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943342	RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00943346	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943348	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943356	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943361	RETIREE	MEDICAL AFTER RETIREMENT	970.30
00943363	RETIREE	MEDICAL AFTER RETIREMENT	770.00
00943366	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943370	RETIREE	MEDICAL AFTER RETIREMENT	571.38
00943383	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943384	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00943389	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943390	RETIREE	MEDICAL AFTER RETIREMENT	770.00
00943391	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943404	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943406	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943407	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943408	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00943409	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943419	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943420	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943421	RETIREE	MEDICAL AFTER RETIREMENT	1,542.71
00943422	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943425	RETIREE	MEDICAL AFTER RETIREMENT	254.12
00943435	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00943436	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00943441	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00943442	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943443	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943453	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943454	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943456	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943458	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00943462	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00943471	RETIREE	MEDICAL AFTER RETIREMENT	580.50
00943473	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943482	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943483	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943485	RETIREE	MEDICAL AFTER RETIREMENT	696.39
00943490	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943491	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943495	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00943502	RETIREE	MEDICAL AFTER RETIREMENT	476.45

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00943506	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943508	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00943510	RETIREE	MEDICAL AFTER RETIREMENT	708.06
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00402263	RETIREE	MEDICAL AFTER RETIREMENT	20,828.72
00402331	RETIREE	MEDICAL AFTER RETIREMENT	79.00
00402334	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402335	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00402336	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00402338	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402340	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402342	RETIREE	MEDICAL AFTER RETIREMENT	324.48
00402355	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402358	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00943334	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943335	RETIREE	MEDICAL AFTER RETIREMENT	603.96
00943337	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943340	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943345	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943351	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943354	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943355	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943357	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943358	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943359	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943362	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943368	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943371	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943375	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943376	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943379	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943382	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943386	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943387	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943388	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943395	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00943396	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943397	RETIREE	MEDICAL AFTER RETIREMENT	119.47
00943398	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943403	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943405	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943413	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943414	RETIREE	MEDICAL AFTER RETIREMENT	87.69

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00943418	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943424	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943429	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943430	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943432	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943433	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943438	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943440	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943445	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943449	RETIREE	MEDICAL AFTER RETIREMENT	237.50
00943450	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943455	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943459	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943461	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943465	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943470	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943472	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943477	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943488	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943493	RETIREE	MEDICAL AFTER RETIREMENT	14.26
00943494	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943497	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943498	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00943505	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943507	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943509	RETIREE	MEDICAL AFTER RETIREMENT	560.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00402244	RETIREE	MEDICAL AFTER RETIREMENT	2,811.84
00402329	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402332	RETIREE	MEDICAL AFTER RETIREMENT	937.28
00402333	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00402337	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402341	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00402344	RETIREE	MEDICAL AFTER RETIREMENT	244.12
00402345	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00402350	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00402351	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00402357	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00402359	RETIREE	MEDICAL AFTER RETIREMENT	505.88
00943336	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943343	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943344	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943347	RETIREE	MEDICAL AFTER RETIREMENT	560.38

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00943349	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943350	RETIREE	MEDICAL AFTER RETIREMENT	146.52
00943352	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943353	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943360	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943364	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943365	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943367	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00943369	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943372	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943373	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943374	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943377	RETIREE	MEDICAL AFTER RETIREMENT	433.33
00943378	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943380	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00943381	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943385	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943392	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943393	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943394	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00943399	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00943400	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943401	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943402	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943410	RETIREE	MEDICAL AFTER RETIREMENT	403.04
00943411	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00943412	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943415	RETIREE	MEDICAL AFTER RETIREMENT	690.38
00943416	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00943417	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943423	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943426	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943427	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943428	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943431	RETIREE	MEDICAL AFTER RETIREMENT	198.95
00943434	RETIREE	MEDICAL AFTER RETIREMENT	55.67
00943437	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00943439	RETIREE	MEDICAL AFTER RETIREMENT	1,393.17
00943444	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943446	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943447	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943448	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943451	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943452	RETIREE	MEDICAL AFTER RETIREMENT	87.69

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00943457	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943460	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943463	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943464	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943466	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943467	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943468	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943469	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943474	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943475	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943476	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943478	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943479	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943480	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00943481	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943484	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00943486	RETIREE	MEDICAL AFTER RETIREMENT	261.20
00943487	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943489	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943492	RETIREE	MEDICAL AFTER RETIREMENT	114.36
00943496	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943499	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943500	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943501	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943503	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943504	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
611	Water Fund		
Non Departmental			
00401973	BISHOP CO	SUPPLIES	289.38
00402004	EAST BAY WORK WEAR	UNIFORMS	8,944.62
00402009	FASTENAL CO	SUPPLIES	381.35
00402017	IDN WILCO	SUPPLIES	56.27
00402109	ANTIOCH ACE HARDWARE	SUPPLIES	98.72
00402116	BISHOP CO	SUPPLIES	164.46
00402125	COLE SUPPLY CO INC	SUPPLIES	990.66
00402137	EAST BAY WORK WEAR	UNIFORMS	977.12
00402164	OFFICE DEPOT INC	SUPPLIES	356.04
00402214	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	567.41
00402236	BIG SKY LOGOS AND EMBROIDERY	PROFESSIONAL SERVICES	850.01
00402250	COLE SUPPLY CO INC	SUPPLIES	175.17
00402268	FASTENAL CO	SUPPLIES	52.13
00402276	IDN WILCO	SUPPLIES	795.11
00402281	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	131.57

CITY OF ANTIOCH CALIFORNIA

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Water Supervision

00402079	VERIZON WIRELESS	DATA USAGE	152.04
00402081	VERIZON WIRELESS	DATA USAGE	152.04
00402088	VERIZON WIRELESS	DATA USAGE	152.04
00402092	VERIZON WIRELESS	DATA USAGE	152.04
00402324	URRUTIA, CARLA	CHECK REPLACEMENT	211.56

Water Production

00401951	ANTIOCH ACE HARDWARE	SUPPLIES	664.23
00401955	ARAMARK UNIFORM SERVICES	UNIFORMS	78.13
00401958	AT AND T MCI	PHONE	157.77
00401959	AT AND T MCI	PHONE	877.12
00401980	CALLAHAN, STEVEN P	EXPENSE REIMBURSEMENT	350.00
00401981	CALTROL INC	ELECTRONICS CONTROLLER	453.52
00401987	COLE SUPPLY CO INC	SUPPLIES	51.49
00401994	CONTRA COSTA WATER DISTRICT	RAW WATER	1,411,829.27
00402009	FASTENAL CO	SUPPLIES	137.69
00402010	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,207.90
00402012	HACH CO	SUPPLIES	1,894.74
00402018	INDUSTRIAL SOLUTIONS SERVICES INC	CHEMICALS	17,213.04
00402028	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	45.94
00402035	MISCO	SUPPLIES	1,579.04
00402041	OFFICE DEPOT INC	SUPPLIES	59.19
00402042	OFFICE DEPOT INC	SUPPLIES	34.80
00402047	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	75.17
00402076	UNIVAR SOLUTIONS USA INC	CHEMICALS	16,384.85
00402077	US BANK	COPIER	158.23
00402079	VERIZON WIRELESS	DATA USAGE	38.01
00402081	VERIZON WIRELESS	DATA USAGE	38.01
00402088	VERIZON WIRELESS	DATA USAGE	38.01
00402092	VERIZON WIRELESS	DATA USAGE	38.01
00402107	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00402109	ANTIOCH ACE HARDWARE	SUPPLIES	64.34
00402111	AT AND T MCI	PHONE	34.11
00402121	CD AND POWER	SUPPLIES	704.75
00402144	FISHER SCIENTIFIC COMPANY	SUPPLIES	552.24
00402150	HACH CO	CHEMICALS	230.29
00402164	OFFICE DEPOT INC	SUPPLIES	72.04
00402167	PACIFIC GAS AND ELECTRIC CO	GAS	214,729.84
00402169	PENCCO INC	CHEMICALS	10,572.93
00402191	UNIVAR SOLUTIONS USA INC	CHEMICALS	39,020.61
00402218	ANTIOCH ACE HARDWARE	SUPPLIES	25.21
00402219	ANTIOCH ACE HARDWARE	SUPPLIES	76.82
00402220	AQUAREALTIME INC	PROFESSIONAL SERVICES	7,499.00
00402221	ARAMARK UNIFORM SERVICES	UNIFORMS	78.13

Finance Accounting
Prepared by: Michele Milo
9/8/2022

CITY OF
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FOR THE PERIOD OF
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00402232	BAY ALARM COMPANY	ALARM SERVICES	307.74
00402235	BENNETT, KORY C	EXPENSE REIMBURSEMENT	165.53
00402239	BLUE SHIELD LIFE	INSURANCE PREMIUM	43.29
00402247	CITY OF BRENTWOOD	PROFESSIONAL SERVICES	607.53
00402248	CLEAN LAKES INC	PROFESSIONAL SERVICES	16,724.00
00402261	DELTA DENTAL	INSURANCE PREMIUM	172.84
00402288	MCCAULEY AGRICULTURAL & PEST	LANDSCAPE SERVICE	12,000.00
00402293	OFFICE DEPOT INC	SUPPLIES	30.53
00402322	UNIVAR SOLUTIONS USA INC	CHEMICALS	22,240.13
00943282	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,442.83
00943284	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	300.13
00943286	GRAINGER INC	PARTS	352.91
00943288	IDEXX LABORATORIES INC	SUPPLIES	61.04
00943292	RED WING SHOE STORE	SAFETY SHOES	323.49
00943299	CHEMTRADE CHEMICALS US LLC	CHEMICALS	11,294.30
00943305	GRAINGER INC	SUPPLIES	359.94
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	350.00
00943322	CHEMTRADE CHEMICALS US LLC	CHEMICALS	14,977.55
00943324	GRAINGER INC	SUPPLIES	2,630.38
Water Distribution			
00401951	ANTIOCH ACE HARDWARE	SUPPLIES	68.62
00401959	AT AND T MCI	PHONE	24.93
00401977	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	27,149.37
00401984	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	468.85
00401992	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	328.98
00402009	FASTENAL CO	SUPPLIES	8.25
00402042	OFFICE DEPOT INC	SUPPLIES	41.22
00402045	PACE SUPPLY CORP	SUPPLIES	2,472.60
00402056	ROBERTS AND BRUNE CO	SUPPLIES	84,499.03
00402069	SYAR INDUSTRIES INC	SUPPLIES	2,541.74
00402072	TYLER TECHNOLOGIES INC	PROFESSIONAL SERVICES	29,094.65
00402075	UNITED PARCEL SERVICE	WEEKLY SERVICE PRINTER FEE	6.00
00402079	VERIZON WIRELESS	DATA USAGE	418.11
00402081	VERIZON WIRELESS	DATA USAGE	418.11
00402088	VERIZON WIRELESS	DATA USAGE	418.11
00402092	VERIZON WIRELESS	DATA USAGE	418.11
00402105	AMAZON CAPITAL SERVICES INC	SUPPLIES	683.40
00402126	COMCAST	INTERNET SERVICES	1,016.33
00402140	FASTENAL CO	SUPPLIES	503.70
00402164	OFFICE DEPOT INC	SUPPLIES	110.22
00402175	ROBERTS AND BRUNE CO	SUPPLIES	76.30
00402178	SEECCLICKFIX	ANNUAL LICENSE	8,820.00
00402187	TIMMONS GROUP INC	PROFESSIONAL SERVICES	4,174.37
00402189	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00

Finance Accounting
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00402190	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00402210	ALTERED CANVAS	SUPPLIES	1,200.00
00402219	ANTIOCH ACE HARDWARE	SUPPLIES	16.45
00402225	BACKFLOW DISTRIBUTORS INC	SUPPLIES	269.66
00402234	BECKER, ELLIOT JAMES	EXPENSE REIMBURSEMENT	190.00
00402239	BLUE SHIELD LIFE	INSURANCE PREMIUM	2.66
00402258	CWEA SFBS	MEMBERSHIP RENEWAL FEES	606.00
00402261	DELTA DENTAL	INSURANCE PREMIUM	111.54
00402281	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	778.10
00402293	OFFICE DEPOT INC	SUPPLIES	53.90
00402299	POLLARDWATER	SUPPLIES	714.75
00402306	SEECCLICKFIX	ANNUAL LICENSE	1,249.98
00402321	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00943292	RED WING SHOE STORE	SAFETY SHOES	2,696.56
00943297	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	379.80
00943305	GRAINGER INC	SUPPLIES	109.63
00943306	INFOSEND INC	PRINT AND MAIL SERVICES	7,603.77
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00943311	RAY MORGAN COMPANY	COPIER USAGE	368.63
00943319	BADGER METER INC	METERS	2,192.81
00943326	INFOSEND INC	PRINT AND MAIL SERVICES	4,565.68
00943329	RED WING SHOE STORE	SAFETY SHOES	300.00
Public Buildings & Facilities			
00401976	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	6,397.50
00401988	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	43,540.57
00402243	CDM SMITH INC	PROFESSIONAL SERVICES	246,719.56
00402255	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	84,886.31
00402267	EXPONENT INC	PROFESSIONAL SERVICES	216.00
00402314	STEWARTS TREE SERVICE INC	TREE SERVICE	13,500.00
00943293	SHIMMICK CONSTRUCTION INC	PROFESSIONAL SERVICES	3,120,182.88
621	Sewer Fund		
Swr-Wastewater Administration			
00401959	AT AND T MCI	PHONE	50.75
00401977	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	27,149.38
00401984	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	468.85
00401992	CONTRA COSTA FIRE EQUIPMENT	SUPPLIES	328.98
00402000	DKF SOLUTIONS GROUP LLC	TRAINING FEES	565.00
00402021	JACK DOHENY SUPPLIES INC	SUPPLIES	847.32
00402056	ROBERTS AND BRUNE CO	SUPPLIES	3,003.65
00402061	SANTOYO, MIGUEL FELIPE	EXPENSE REIMBURSEMENT	180.00
00402067	SWRCB	ARREARAGE FUNDS	147,996.29
00402069	SYAR INDUSTRIES INC	SUPPLIES	2,541.74
00402079	VERIZON WIRELESS	DATA USAGE	304.08
00402081	VERIZON WIRELESS	DATA USAGE	304.08

Finance Accounting
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9/8/2022

CITY OF
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00402088	VERIZON WIRELESS	DATA USAGE	304.08
00402092	VERIZON WIRELESS	DATA USAGE	304.08
00402105	AMAZON CAPITAL SERVICES INC	SUPPLIES	71.33
00402109	ANTIOCH ACE HARDWARE	SUPPLIES	94.37
00402126	COMCAST	INTERNET SERVICES	1,016.33
00402164	OFFICE DEPOT INC	SUPPLIES	160.25
00402167	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	809.77
00402175	ROBERTS AND BRUNE CO	SUPPLIES	2,664.38
00402178	SEECCLICKFIX	ANNUAL LICENSE	8,820.00
00402187	TIMMONS GROUP INC	PROFESSIONAL SERVICES	4,174.38
00402219	ANTIOCH ACE HARDWARE	SUPPLIES	643.52
00402239	BLUE SHIELD LIFE	INSURANCE PREMIUM	10.65
00402258	CWEA SFBS	MEMBERSHIP RENEWAL FEES	202.00
00402262	DELTA DIABLO	WASTE SERVICE	19,629.63
00402268	FASTENAL CO	SUPPLIES	3,783.48
00402280	LEWIS IV, JASON F	MEMBERSHIP RENEWAL FEES	288.00
00402293	OFFICE DEPOT INC	SUPPLIES	53.91
00402295	OWEN EQUIPMENT SALES	SEWER SUPPLIES	14,230.14
00402300	PRINT CLUB	SUPPLIES	148.16
00402304	ROMANO, THEODORE CONRAD	RENEWAL FEE REIMBURSEMENT	91.00
00402306	SEECCLICKFIX	ANNUAL LICENSE	1,249.98
00943284	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	927.82
00943286	GRAINGER INC	SUPPLIES	314.48
00943292	RED WING SHOE STORE	SAFETY SHOES	300.00
00943306	INFOSEND INC	PRINT AND MAIL SERVICES	7,603.79
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00943311	RAY MORGAN COMPANY	COPIER USAGE	313.89
00943313	SCOTTO, CHARLES W AND DONNA F	SEPTEMBER 2022 RENT	5,000.00
00943324	GRAINGER INC	SUPPLIES	157.24
00943326	INFOSEND INC	PRINT AND MAIL SERVICES	4,565.68
631	Marina Fund		
Non Departmental			
00402123	CHIODO, PHILIP AND JEANA	DEPOSIT REFUND	156.00
Marina Administration			
00402048	PEPPER INVESTMENTS INC	SANITIZING SERVICE	150.00
00402079	VERIZON WIRELESS	DATA USAGE	38.01
00402081	VERIZON WIRELESS	DATA USAGE	38.01
00402088	VERIZON WIRELESS	DATA USAGE	38.01
00402092	VERIZON WIRELESS	DATA USAGE	38.01
00402123	CHIODO, PHILIP AND JEANA	DEPOSIT REFUND	166.00
00402167	PACIFIC GAS AND ELECTRIC CO	GAS	4,727.39
00402170	PEPPER INVESTMENTS INC	PROFESSIONAL SERVICE	150.00
00402233	BAY AREA AIR QUALITY MANAGEMENT	PERMIT RENEWAL	310.00
00402252	COMCAST	INTERNET SERVICES	409.77

Finance Accounting
Prepared by: Michele Milo
9/8/2022

CITY OF
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CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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00402293	OFFICE DEPOT INC	SUPPLIES	52.66
00402314	STEWARTS TREE SERVICE INC	TREE REMOVAL	750.00
00943286	GRAINGER INC	SUPPLIES	305.08
00943308	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
00943311	RAY MORGAN COMPANY	COPIER USAGE	53.22
752	Storm Drain Deposits Fund		
Non Departmental			
00402074	UNIQUE POOLS	REFUND DRAINAGE FEES	1,672.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

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

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

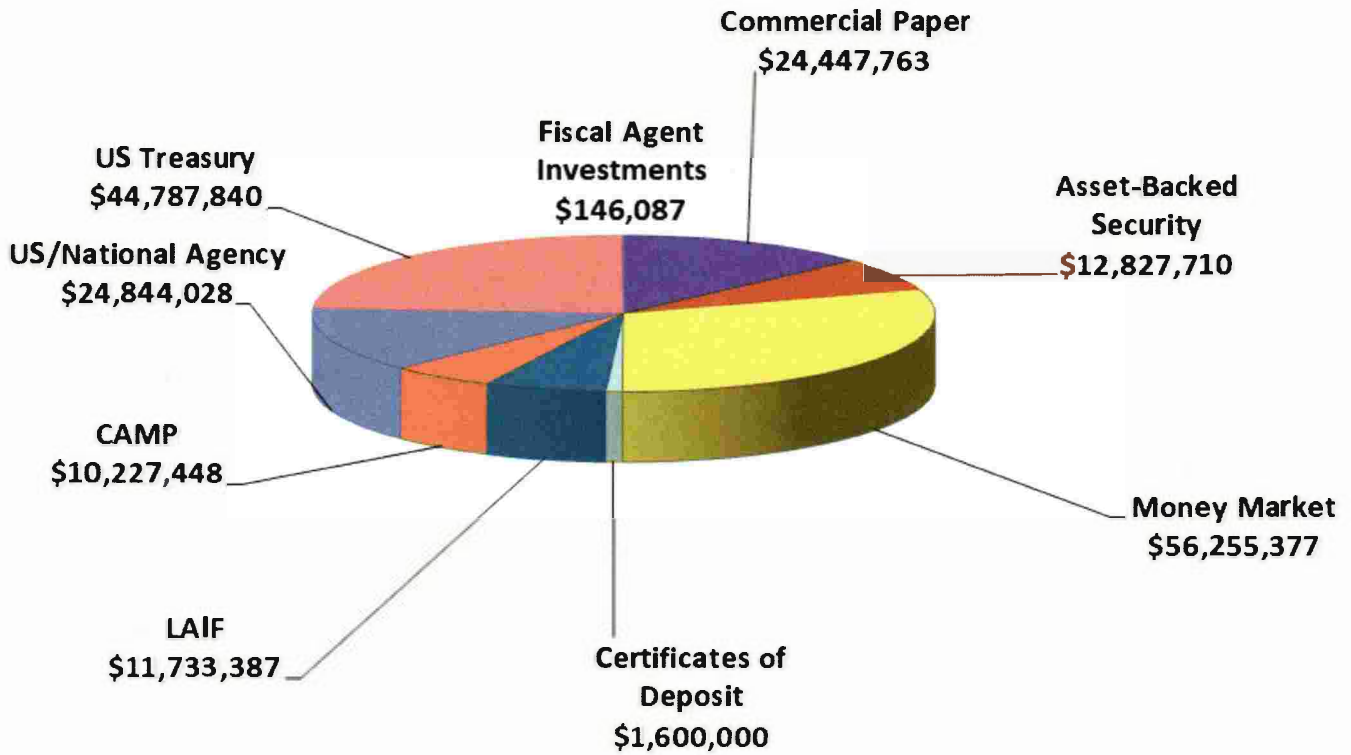
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report

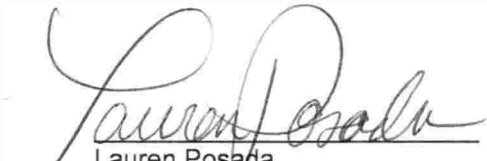
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

June 30, 2022



Total of City and Fiscal Agent Investments = \$186,869,640

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	52
Antioch Development Agency 2009 Tax Allocation Bonds	146,035
	<u><u>\$146,087</u></u>



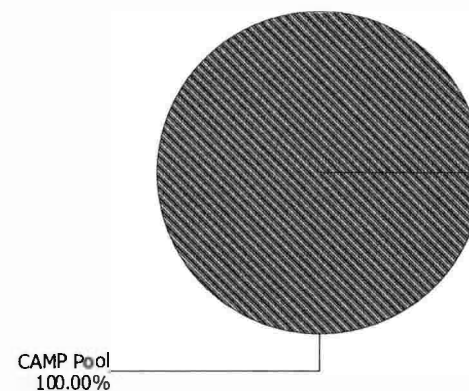
Account Statement - Transaction Summary

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

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,217,880.21
Purchases	9,567.64
Redemptions	0.00
Unsettled Trades	0.00
Change In Value	0.00
Closing Market Value	\$10,227,447.85
Cash Dividends and Income	9,567.64

Asset Summary		
	June 30, 2022	May 31, 2022
CAMP Pool	10,227,447.85	10,217,880.21
Total	\$10,227,447.85	\$10,217,880.21
Asset Allocation		



Managed Account Summary Statement

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

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account		Cash Transactions Summary - Managed Account	
Opening Market Value	\$106,389,063.48	Maturities/Calls	0.00
Maturities/Calls	(551,351.77)	Sale Proceeds	1,541,726.44
Principal Dispositions	(1,539,284.45)	Coupon/Interest/Dividend Income	65,587.33
Principal Acquisitions	1,354,236.37	Principal Payments	551,351.77
Unsettled Trades	0.00	Security Purchases	(1,923,011.37)
Change in Current Value	(752,558.52)	Net Cash Contribution	(235,654.17)
Closing Market Value	\$104,900,105.11	Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	68,029.32	Closing Cash Balance	\$0.00
Less Purchased Interest Related to Interest/Coupons	(3,775.00)		
Plus Net Realized Gains/Losses	(39,870.05)		
Total Cash Basis Earnings	\$24,384.27		

Earnings Reconciliation (Accrual Basis)	Total
Ending Amortized Value of Securities	108,507,340.62
Ending Accrued Interest	251,420.83
Plus Proceeds from Sales	1,541,726.44
Plus Proceeds of Maturities/Calls/Principal Payments	551,351.77
Plus Coupons/Dividends Received	65,587.33
Less Cost of New Purchases	(1,358,011.37)
Less Beginning Amortized Value of Securities	(109,275,135.63)
Less Beginning Accrued Interest	(209,877.90)
Total Accrual Basis Earnings	\$74,402.09

Portfolio Summary and Statistics

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

CITY OF ANTIOCH, CA - 04380500

Account Summary

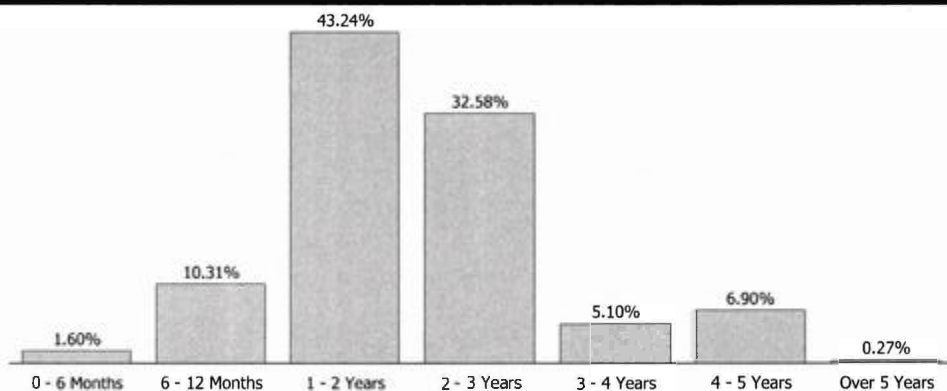
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	44,695,000.00	43,057,157.15	41.04
Supra-National Agency Bond / Note	2,925,000.00	2,821,673.35	2.69
Municipal Bond / Note	2,735,000.00	2,636,588.20	2.51
Federal Agency Mortgage-Backed Security	290,112.57	287,524.65	0.27
Federal Agency Commercial	635,416.76	633,366.67	0.60
Mortgage-Backed Security			
Federal Agency Bond / Note	18,250,000.00	17,765,355.96	16.94
Corporate Note	23,866,000.00	23,148,752.56	22.07
Certificate of Deposit	1,600,000.00	1,583,455.11	1.51
Bank Note	425,000.00	425,348.08	0.41
Asset-Backed Security	12,829,137.64	12,540,883.38	11.96
Managed Account Sub-Total	108,250,666.97	104,900,105.11	100.00%
Accrued Interest		251,420.83	
Total Portfolio	108,250,666.97	105,151,525.94	

Unsettled Trades

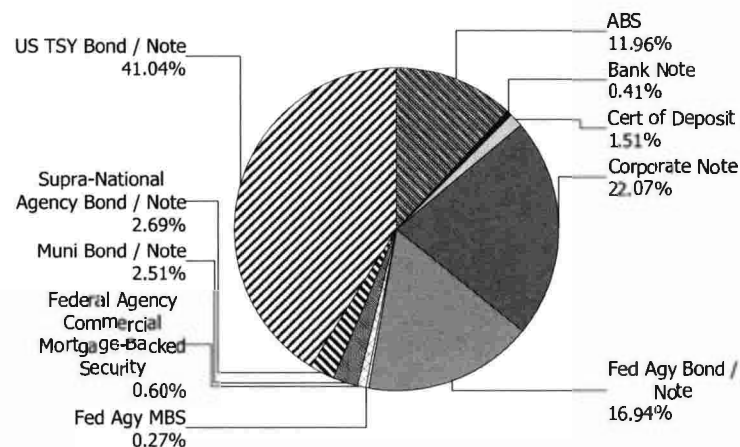
0.00

0.00

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	1.11%
Yield to Maturity at Market	3.04%
Weighted Average Days to Maturity	753

Managed Account Issuer Summary

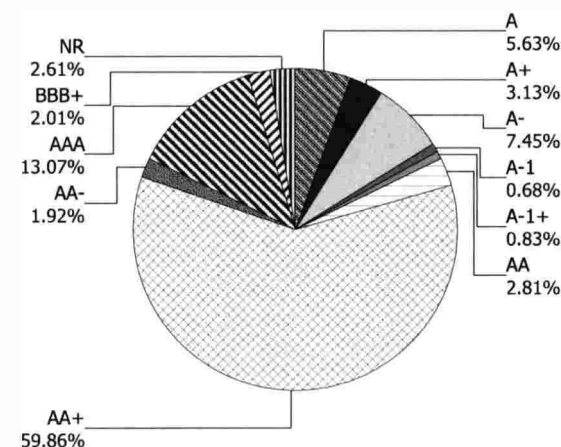
For the Month Ending **June 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	320,675.55	0.31
ALLY AUTO RECEIVABLES TRUST	518,151.69	0.49
AMAZON.COM INC	957,384.90	0.91
AMERICAN EXPRESS CO	1,515,607.49	1.44
AMERICAN HONDA FINANCE	733,522.28	0.70
ASTRAZENECA PLC	469,344.15	0.45
BANK OF AMERICA CO	1,248,362.03	1.19
BMW FINANCIAL SERVICES NA LLC	602,907.49	0.57
BMW VEHICLE OWNER TRUST	397,779.27	0.38
BRISTOL-MYERS SQUIBB CO	382,689.10	0.36
BURLINGTON NORTHERN SANTA FE	221,862.15	0.21
CALIFORNIA DEPARTMENT OF WATER RESOURCES	433,102.50	0.41
CALIFORNIA EARTHQUAKE AUTHORITY	190,000.00	0.18
CAPITAL ONE FINANCIAL CORP	1,977,973.66	1.89
CARMAX AUTO OWNER TRUST	1,227,648.13	1.17
CATERPILLAR INC	749,276.33	0.71
CHARLES SCHWAB	287,766.30	0.27
CINTAS CORPORATION NO. 2	350,503.30	0.33
CITIGROUP INC	670,638.85	0.64
COMCAST CORP	300,857.40	0.29
CREDIT SUISSE GROUP RK	710,884.98	0.68
DEERE & COMPANY	715,523.23	0.68
DISCOVER FINANCIAL SERVICES	813,675.58	0.78
DNB ASA	872,570.13	0.83
EXXON MOBIL CORP	220,081.95	0.21
FANNIE MAE	6,192,446.61	5.91
FIFTH THIRD AUTO TRUST	12,209.39	0.01
FLORIDA STATE BOARD OF ADMIN FIN CORP	220,265.50	0.21
FORD CREDIT AUTO OWNER TRUST	252,996.30	0.24
FREDDIE MAC	12,493,800.67	11.92
GENERAL DYNAMICS CORP	324,077.98	0.31
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	640,486.59	0.61

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

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

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL LEASINGTRUST	459,802.16	0.44
GOLDMAN SACHS GROUP INC	737,064.28	0.70
HARLEY-DAVIDSON MOTORCYCLE TRUST	564,928.30	0.54
HERSHEY COMPANY	231,719.50	0.22
HOME DEPOT INC	78,296.72	0.07
HONDA AUTO RECEIVABLES	296,186.55	0.28
HONEYWELL INTERNATIONAL	330,048.60	0.31
HORMEL FOODS CORP	332,190.60	0.32
HSBC HOLDINGS PLC	794,832.80	0.76
HYUNDAI AUTO RECEIVABLES	853,440.81	0.81
IBM CORP	451,046.70	0.43
INTER-AMERICAN DEVELOPMENT BANK	1,525,509.65	1.45
INTL BANK OF RECONSTRUCTION AND DEV	1,296,163.70	1.24
JP MORGAN CHASE & CO	1,310,368.63	1.25
KUBOTA CREDIT OWNER TRUST	1,014,861.56	0.97
LOS ANGELES COMMUNITY COLLEGE DISTRICT	228,448.20	0.22
MERCEDES-BENZ AUTO LEASE TRUST	98,138.29	0.09
MERCEDES-BENZ AUTO RECEIVABLES	192,039.64	0.18
MERCK & CO INC	222,045.75	0.21
MORGAN STANLEY	786,445.97	0.75
NATIONAL AUSTRALIA BANK LTD	559,726.29	0.53
NATIONAL RURAL UTILITIES CO FINANCE CORP	573,982.57	0.55
NESTLE SA	511,908.69	0.49
NEW JERSEY TURNPIKE AUTHORITY	182,157.30	0.17
NEW YORK ST URBAN DEVELOPMENT CORP	821,163.70	0.78
NISSAN AUTO RECEIVABLES	33,705.53	0.03
PACCAR FINANCIAL CORP	743,311.42	0.71
PNC FINANCIAL SERVICES GROUP	425,348.08	0.41
PRAXAIR INC	319,788.63	0.30
RABOBANK NEDERLAND	470,509.00	0.45
Roche Holding AG	1,249,911.99	1.19
STATE OF CONNECTICUT	98,953.00	0.09
STATE OF MARYLAND	462,498.00	0.44

Managed Account Issuer Summary

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

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
STATE STREET CORPORATION	709,599.77	0.68
TARGET CORP	351,029.70	0.33
THE BANK OF NEW YORK MELLON CORPORATION	941,912.95	0.90
Toyota Lease Owner Trust	244,753.95	0.23
TOYOTA MOTOR CORP	1,288,611.85	1.23
TRUIST FIN CORP	472,961.78	0.45
UNILEVER PLC	259,306.85	0.25
UNITED STATES TREASURY	43,057,157.15	41.06
UNITEDHEALTH GROUP INC	309,642.45	0.30
USAA CAPITAL CORP	521,088.23	0.50
VERIZON OWNER TRUST	796,033.25	0.76
VOLKSWAGEN AUTO LEASE TRUST	163,771.43	0.16
WORLD OMNI AUTO REC TRUST	502,621.66	0.48
Total	\$104,900,105.11	100.00%

Managed Account Detail of Securities Held

For the Month Ending **June 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 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	2,419.34	469,473.23	455,662.48
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	1,571.04	2,499,138.90	2,417,187.50
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	2,116.51	3,343,513.19	3,236,414.23
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	1,325.07	4,151,813.46	3,997,616.98
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	1,709.79	2,962,515.35	2,838,060.94
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	446.13	948,537.24	907,398.39
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	1,033.15	2,194,748.65	2,101,343.64
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	2,527.17	772,222.22	736,757.85
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	31,589.67	7,468,187.71	7,434,375.00
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	26.89	245,058.20	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	300.54	2,738,128.58	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	899.59	519,957.61	493,187.50
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	1,556.98	899,339.09	853,593.75
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	7,525.38	4,353,536.09	4,125,703.13

Managed Account Detail of Securities Held

For the Month Ending June 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	1,549.72	1,099,133.13	1,040,359.32
US TREASURY N/B NOTES DTD 08/15/2021 0.375% 08/15/2024	91282CCX7	2,000,000.00	AA+	Aaa	10/01/21	10/06/21	1,991,875.00	0.51	2,201.09	1,993,900.58	1,886,875.00
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	7,581.52	3,073,362.22	2,897,812.50
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	1,016.39	820,356.40	771,624.96
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	2,223.36	1,795,081.18	1,687,929.60
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	437.16	999,412.65	952,187.50
US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CD57	1,450,000.00	AA+	Aaa	02/01/22	02/03/22	1,438,898.44	1.39	7,525.38	1,440,424.00	1,382,484.38
Security Type Sub-Total		44,695,000.00					44,851,844.53	0.82	77,581.87	44,787,839.68	43,057,157.15
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	163.94	664,447.49	650,976.48
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	341.74	664,934.28	651,035.00
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	172.15	669,327.77	645,187.22
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	1,259.03	924,491.00	874,474.65
Security Type Sub-Total		2,925,000.00					2,921,272.35	0.41	1,936.86	2,923,200.54	2,821,673.35
Municipal Bond / Note											

Managed Account Detail of Securities Held

For the Month Ending **June 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	1,260.65	190,000.00	190,000.00
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	303.87	215,000.00	210,661.30
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	1,000.00	100,195.43	98,953.00
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	434.75	235,000.00	228,448.20
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	811.46	475,000.00	462,498.00
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	155.25	450,000.00	433,102.50
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	1,168.36	640,000.00	610,502.40
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	874.58	195,000.00	182,157.30
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	1,478.15	235,000.00	220,265.50
Security Type Sub-Total		2,735,000.00					2,735,597.00	0.69	7,487.07	2,735,195.43	2,636,588.20
Federal Agency Mortgage-Backed Security											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	290,112.57	AA+	Aaa	08/03/21	08/17/21	309,151.21	2.35	725.28	307,714.50	287,524.65
Security Type Sub-Total		290,112.57					309,151.21	2.35	725.28	307,714.50	287,524.65
Federal Agency Commercial Mortgage-Backed Security											

Managed Account Detail of Securities Held

For the Month Ending June 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 12/01/2012 2.355% 07/01/2022	3137AVXN2	59,337.87	AA+	Aaa	06/12/19	06/17/19	59,555.75	2.23	116.45	59,337.87	59,337.87
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	346,495.75	AA+	Aaa	08/13/19	08/16/19	352,234.60	1.98	724.75	347,097.52	345,201.69
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	88,418.14	AA+	Aaa	09/11/19	09/16/19	88,969.08	2.08	167.99	88,490.06	88,135.58
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	117,125.33	AA+	Aaa	09/04/19	09/09/19	118,659.78	1.86	222.54	117,324.46	116,751.03
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,840.07	AA+	Aaa	12/07/18	12/17/18	10,840.04	3.20	28.93	10,840.06	10,773.17
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	13,199.60	AA+	Aaa	11/20/19	11/26/19	13,199.28	2.09	23.01	13,199.46	13,167.33
Security Type Sub-Total		635,416.76					643,458.53	2.02	1,283.67	636,289.43	633,366.67
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	1,450,000.00	AA+	Aaa	04/17/20	04/20/20	1,446,375.00	0.46	1,072.40	1,449,030.02	1,423,186.60
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	554.17	950,219.79	931,143.45
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	965.41	1,654,804.13	1,622,149.91
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	250.52	924,099.79	904,297.58
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	473.96	1,748,436.59	1,710,833.25
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	56.25	1,618,444.80	1,578,576.60
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	1,632.81	1,374,815.79	1,338,089.50

Managed Account Detail of Securities Held

For the Month Ending June 30, 2022

CITY OF ANTIOCH, CA - 04380500

Security Typn/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	2,131.57	1,793,681.86	1,746,815.02
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	617.36	699,592.12	678,774.60
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	1,124.48	1,274,503.73	1,236,339.45
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	576.77	735,053.00	711,970.98
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	914.20	1,164,848.18	1,128,498.22
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	1,020.14	1,299,830.48	1,259,268.40
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	291.56	1,554,267.53	1,495,412.40
Security Type Sub-Total		18,250,000.00					18,224,520.57	0.32	11,681.60	18,241,627.81	17,765,355.96
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	210.74	275,000.00	271,836.13
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	779.00	379,854.68	364,293.84
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	2,099.48	156,294.58	150,348.90
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	4,198.96	314,388.24	300,697.80
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	2,950.00	237,405.51	225,770.40

Managed Account Detail of Securities Held

For the Month Ending June 30, 2022

CITY OF ANTIOCH, CA - 04380500

Security Typr/Description Dated Dain/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											
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	643.75	299,914.32	287,766.30
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	2,343.33	312,724.91	300,857.40
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	137.81	224,795.89	213,899.40
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	107.21	50,413.13	48,976.85
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/18/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	643.23	300,000.00	293,861.10
UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/18/2021 0.550% 05/15/2024	91324PEB4	325,000.00	A+	A3	05/17/21	05/19/21	324,662.00	0.59	228.40	324,788.29	309,642.45
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	261.25	474,601.61	450,455.33
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	3,083.33	799,969.66	794,832.80
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	317.63	494,971.67	469,344.15
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	176.94	340,403.44	332,190.60
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	39.00	129,894.89	124,111.52

Managed Account Detail of Securities Held

For the Month Ending **June 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
Corporate Note											
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	6,125.00	366,959.20	351,029.70
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	1,695.87	104,613.73	99,371.40
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	3,815.70	235,876.02	223,585.65
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	1,947.83	162,896.27	155,021.10
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	4,194.44	411,003.79	389,612.80
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	522.64	264,899.46	249,314.92
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	813.54	274,868.77	258,599.28
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	241.71	97,078.92	94,293.40
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	422.98	175,000.00	165,013.45
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	593.65	204,986.99	193,367.28
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	506.44	250,000.00	239,457.75

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Corporate Note											
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	468.75	249,913.70	235,046.25
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	981.64	545,000.00	511,908.69
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	716.06	475,000.00	453,018.43
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	3,227.43	496,618.26	470,509.00
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	3,500.00	499,665.91	474,923.00
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	3,492.85	329,175.59	319,788.63
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	937.50	123,983.15	119,634.12
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	1,612.50	214,994.40	205,770.70
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	2,423.44	234,727.59	222,045.75
QY OTA 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	2,415.00	357,523.21	333,644.15

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Corporate Note											
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) CTD 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	622.82	295,000.00	278,029.24
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816C00	120,000.00	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	877.50	119,891.96	115,514.16
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816C00	205,000.00	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	1,499.06	204,672.89	197,336.69
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	1,947.09	234,194.91	220,081.95
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	403.75	59,976.93	57,987.54
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	1,177.60	175,312.96	169,130.33
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	8,512.90	1,295,000.00	1,249,911.99
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	2,822.99	329,474.84	320,675.55
BURLINGTON 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	1,687.50	236,261.10	221,862.15
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	1,950.00	239,793.13	236,726.16

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Corporate Note											
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	3,325.00	499,880.08	493,996.50
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	4,875.00	748,893.46	743,485.50
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	558.00	79,871.94	78,296.72
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	670.00	228,609.90	212,004.45
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	744.44	244,554.85	235,560.50
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	3,024.31	499,934.22	494,348.00
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	805.96	144,597.69	145,208.51
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	1,139.46	204,957.33	205,294.79
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	572.25	350,650.96	327,800.90
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	1,722.66	523,340.96	521,088.23
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	340.00	74,992.84	74,705.25

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Corporate Note											
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	1,020.00	224,727.03	224,115.75
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	1,453.47	335,332.05	324,077.98
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	187.50	241,090.58	231,719.50
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	393.75	341,624.86	330,048.60
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	408.57	595,000.00	556,564.19
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	1,269.31	496,429.27	472,961.78
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	1,208.47	565,000.00	559,726.29
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	355.06	64,707.60	64,630.21
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	464.31	84,978.22	84,516.44
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	546.25	99,555.46	99,431.10

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Corporate Note											
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	24.69	224,786.45	226,199.70
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	8,542.08	488,400.80	475,775.20
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	3,950.00	224,584.10	224,943.08
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	7,669.27	489,284.00	472,386.55
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	250.00	238,097.92	227,668.00
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	1,571.40	225,000.00	216,121.73
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	5,684.09	585,000.00	561,502.89
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	3,739.87	519,096.38	493,478.04
Security Type Sub-Total		23,866,000.00					24,117,214.79	1.91	136,891.41	24,022,763.45	23,148,752.56
Certificate of Deposit											
CNB 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	1,437.92	875,000.00	872,570.13
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	1,259.49	725,000.00	710,884.98
Security Type Sub-Total		1,600,000.00					1,600,000.00	1.38	2,697.41	1,600,000.00	1,583,455.11

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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	950.35	425,000.00	425,348.08
Security Type Sub-Total		425,000.00					454,818.00	1.28	950.35	425,000.00	425,348.08
Asset-Backed Security											
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	38,256.40	AAA	Aaa	08/20/19	08/27/19	38,256.08	1.78	30.27	38,256.31	38,225.36
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	106,789.28	AAA	Aaa	09/22/20	09/29/20	106,779.05	0.45	14.68	106,785.25	106,521.92
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	1,589.02	AAA	NR	10/17/18	10/24/18	1,589.00	3.36	2.37	1,589.02	1,589.06
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	2,933.76	NR	Aaa	02/05/19	02/13/19	2,933.41	2.91	3.79	2,933.67	2,933.71
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	8,602.20	NR	Aaa	03/19/19	03/22/19	8,600.75	2.78	10.63	8,601.81	8,600.96
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	33,681.67	NR	Aaa	02/05/19	02/13/19	33,676.57	2.90	43.41	33,680.26	33,705.53
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	18,460.63	AAA	Aaa	05/21/19	05/30/19	18,456.89	2.51	20.59	18,459.48	18,471.86
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	98,746.56	AAA	NR	09/15/20	09/23/20	98,741.56	0.40	17.55	98,744.37	98,138.29
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	12,206.25	AAA	Aaa	04/30/19	05/08/19	12,203.56	2.65	14.32	12,205.40	12,209.39
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	174,795.39	AAA	Aaa	03/02/21	03/10/21	174,789.85	0.29	8.45	174,792.37	172,814.05
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	4,892.04	NR	Aaa	06/19/19	06/26/19	4,891.66	2.34	5.09	4,891.91	4,892.62
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	26,048.09	AAA	Aaa	04/09/19	04/17/19	26,045.97	2.65	28.76	26,047.38	26,056.16

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Asset-Backed Security											
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	49,010.93	AAA	NR	04/09/19	04/17/19	49,005.92	2.68	58.38	49,009.19	49,042.31
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	187,260.92	AAA	NR	10/01/19	10/08/19	187,246.48	1.94	111.00	187,255.16	187,069.33
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	249,982.42	244,753.95
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	359,964.27	353,280.24
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	117,162.19	AAA	Aaa	01/21/20	01/29/20	117,148.47	1.85	66.23	117,155.88	116,842.27
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	61,611.79	AAA	Aaa	01/21/20	01/29/20	61,598.35	1.87	51.21	61,605.25	61,495.49
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	214,794.70	AAA	Aaa	07/21/20	07/27/20	214,778.16	0.44	42.00	214,785.72	211,958.81
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	107,176.82	AAA	NR	07/08/20	07/15/20	107,168.73	0.48	8.57	107,172.44	105,770.39
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	143,724.36	AAA	NR	01/14/20	01/22/20	143,696.15	1.89	120.73	143,710.19	142,770.95
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	195,135.06	AAA	NR	07/14/20	07/22/20	195,098.52	0.48	41.63	195,114.63	192,441.44
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	194,744.15	AAA	NR	06/16/20	06/23/20	194,728.94	0.55	47.60	194,735.54	192,039.64
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	499,938.70	492,121.65
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	191,515.43	AAA	NR	06/16/20	06/24/20	191,500.41	0.63	53.62	191,506.61	188,664.91
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	NR	Aaa	06/07/22	06/14/22	164,986.87	3.44	268.03	164,987.07	163,771.43

Managed Account Detail of Securities Held

For the Month Ending **June 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											
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	209,969.05	199,606.30
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	199,984.60	193,704.36
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	349,989.64	329,604.23
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	269,951.29	257,961.19
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	224,963.50	218,422.24
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	209,959.59	200,343.21
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	254,972.70	244,395.34
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	444,940.68	427,596.94
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	157.83	294,985.09	292,008.88
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	264,951.92	248,227.20
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	269,995.61	255,603.52
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	284,993.66	281,762.94
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	174,996.17	166,250.60
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	274,990.09	266,951.80

Managed Account Detail of Securities Held

For the Month Ending June 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	329,961.02	313,956.75
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	504,932.12	485,651.03
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	764.98	519,902.03	515,217.98
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	214,983.05	205,468.60
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	499,939.20	472,755.65
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	504,919.36	498,540.19
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	244,951.09	242,711.23
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	389,942.84	388,226.63
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	499,964.24	489,660.45
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,219.56	739,882.87	741,482.18
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	841.07	569,954.58	565,448.38
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	AAA	NR	05/17/22	05/24/22	814,819.72	3.39	1,227.93	814,823.49	813,143.84
Security Type Sub-Total		12,829,137.64					12,827,416.21	1.88	10,185.31	12,827,709.78	12,540,883.38
Managed Account Sub-Total		108,250,666.97					108,685,293.19	1.11	251,420.83	108,507,340.62	104,900,105.11



Managed Account Detail of Securities Held

For the Month Ending June 30, 2022

CITY OF ANTIOCH, CA - 04380500						
Securities Sub-Total	\$108,250,666.97	\$108,685,293.19	1.11%	\$251,420.83	\$108,507,340.62	\$104,900,105.11
Accrued Interest						\$251,420.83
Total Investments						\$105,151,525.94

Managed Account Security Transactions & Interest

For the Month Ending June 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
BUY											
	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)			
	06/06/22	06/14/22	COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	(739,881.75)	0.00	(739,881.75)			
	06/07/22	06/14/22	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	(164,986.87)	0.00	(164,986.87)			
	06/22/22	06/24/22	MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	(224,581.50)	(3,775.00)	(228,356.50)			
	06/27/22	06/30/22	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	(224,786.25)	0.00	(224,786.25)			
Transaction Type Sub-Total					1,920,000.00	(1,919,236.37)	(3,775.00)	(1,923,011.37)			
INTEREST											
	06/01/22	06/01/22	JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	595,000.00	0.00	2,451.40	2,451.40			
	06/01/22	06/01/22	HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	350,000.00	0.00	2,362.50	2,362.50			
	06/01/22	06/01/22	HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	250,000.00	0.00	1,125.00	1,125.00			
	06/01/22	06/01/22	CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	0.00	931.50	931.50			
	06/01/22	06/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	364,900.83	0.00	770.02	770.02			
	06/01/22	06/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	221,633.30	0.00	434.96	434.96			
	06/01/22	06/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	224,495.21	0.00	426.54	426.54			
	06/01/22	06/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	294,947.97	0.00	737.37	737.37			

Managed Account Security Transactions & Interest

For the Month Ending June 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											
06/01/22	06/25/22		FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,868.84	0.00	29.01	29.01			
06/01/22	06/25/22		FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	36,242.05	0.00	63.18	63.18			
06/02/22	06/02/22		DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	0.00	9,024.17	9,024.17			
06/03/22	06/03/22		HORMEL FOODS CORP NOTES (CALLABLE) DTD 06/03/2021 0.650% 06/03/2024	440452AG5	350,000.00	0.00	1,137.50	1,137.50			
06/04/22	06/04/22		FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	1,555,000.00	0.00	1,943.75	1,943.75			
06/05/22	06/05/22		TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025	05531FBE2	475,000.00	0.00	8,787.50	8,787.50			
06/07/22	06/07/22		JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/10/2021 0.450% 06/07/2024	24422EVO9	130,000.00	0.00	292.50	292.50			
06/08/22	06/08/22		PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	0.00	7,437.50	7,437.50			
06/08/22	06/08/22		PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371R082	75,000.00	0.00	300.00	300.00			
06/15/22	06/15/22		HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	47,216.23	0.00	70.04	70.04			
06/15/22	06/15/22		NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	50,663.73	0.00	122.44	122.44			
06/15/22	06/15/22		KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	0.00	163.33	163.33			
06/15/22	06/15/22		HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
06/15/22	06/15/22		AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JTB8	815,000.00	0.00	1,611.66	1,611.66			
06/15/22	06/15/22		COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	26,907.05	0.00	56.28	56.28			

Managed Account Security Transactions & Interest

For the Month Ending June 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											
06/15/22	06/15/22		TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	233,282.72	0.00	85.54	85.54			
06/15/22	06/15/22		HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	0.00	63.33	63.33			
06/15/22	06/15/22		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			
06/15/22	06/15/22		CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	0.00	203.96	203.96			
06/15/22	06/15/22		DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
06/15/22	06/15/22		WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	205,680.96	0.00	107.98	107.98			
06/15/22	06/15/22		FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13			
06/15/22	06/15/22		ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	0.00	1,290.90	1,290.90			
06/15/22	06/15/22		HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	70,919.42	0.00	110.52	110.52			
06/15/22	06/15/22		US TREASURY N/B NOTES DTD 12/15/2021 1.000% 12/15/2024	91282CDN8	1,000,000.00	0.00	5,000.00	5,000.00			
06/15/22	06/15/22		US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	2,996,000.00	0.00	3,745.00	3,745.00			
06/15/22	06/15/22		MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	108,315.66	0.00	36.11	36.11			
06/15/22	06/15/22		CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
06/15/22	06/15/22		HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	213,905.43	0.00	85.56	85.56			
06/15/22	06/15/22		CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	59,471.20	0.00	132.82	132.82			
06/15/22	06/15/22		TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	695.88	695.88			
06/15/22	06/15/22		NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	116.74	0.00	0.31	0.31			

Managed Account Security Transactions & Interest

For the Month Ending **June 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											
	06/15/22	06/15/22	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	11,580.54	0.00	32.43	32.43			
	06/15/22	06/15/22	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	998.77	998.77			
	06/15/22	06/15/22	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	22,556.82	0.00	49.63	49.63			
	06/15/22	06/15/22	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	0.00	1,287.75	1,287.75			
	06/15/22	06/15/22	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/16/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
	06/15/22	06/15/22	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	0.00	222.75	222.75			
	06/15/22	06/15/22	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	0.00	173.25	173.25			
	06/15/22	06/15/22	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	19,458.57	0.00	37.94	37.94			
	06/15/22	06/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	11,504.88	0.00	27.90	27.90			
	06/15/22	06/15/22	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	2,883.82	0.00	6.39	6.39			
	06/15/22	06/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	213,211.85	0.00	97.72	97.72			
	06/15/22	06/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	156,176.28	0.00	245.98	245.98			
	06/15/22	06/15/22	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	0.00	129.50	129.50			
	06/15/22	06/15/22	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	32,913.63	0.00	76.25	76.25			
	06/15/22	06/15/22	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50			
	06/15/22	06/15/22	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
	06/15/22	06/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	0.00	97.50	97.50			

Managed Account Security Transactions & Interest

For the Month Ending June 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											
	06/16/22	06/16/22	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	0.00	225.75	225.75			
	06/16/22	06/16/22	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
	06/16/22	06/16/22	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	0.00	99.17	99.17			
	06/16/22	06/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	39,503.29	0.00	87.24	87.24			
	06/16/22	06/16/22	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	1,401.96	0.00	3.47	3.47			
	06/18/22	06/18/22	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	3,928.97	0.00	9.27	9.27			
	06/20/22	06/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	132,850.27	0.00	49.82	49.82			
	06/20/22	06/20/22	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	0.00	81.25	81.25			
	06/20/22	06/20/22	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	0.00	102.00	102.00			
	06/20/22	06/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	222,391.52	0.00	359.53	359.53			
	06/20/22	06/20/22	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			
	06/20/22	06/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	133,448.79	0.00	205.73	205.73			
	06/21/22	06/21/22	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	0.00	198.00	198.00			
	06/25/22	06/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	0.00	42.29	42.29			
	06/25/22	06/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	117,640.21	0.00	47.06	47.06			
	06/25/22	06/25/22	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	1,025.84	1,025.84			
	06/26/22	06/26/22	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	1,620,000.00	0.00	2,025.00	2,025.00			

Managed Account Security Transactions & Interest

For the Month Ending June 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					24,547,018.74	0.00	65,587.33	65,587.33			
PAYDOWNS											
06/01/22	06/25/22		FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEO4	8,152.42	8,152.42	0.00	8,152.42	(50.80)	0.00	
06/01/22	06/25/22		FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	28.77	28.77	0.00	28.77	0.00	0.00	
06/01/22	06/25/22		FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	4,835.40	4,835.40	0.00	4,835.40	(317.32)	0.00	
06/01/22	06/25/22		FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	23,042.45	23,042.45	0.00	23,042.45	0.56	0.00	
06/01/22	06/25/22		FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEO4	10,799.32	10,799.32	0.00	10,799.32	(141.48)	0.00	
06/01/22	06/25/22		FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	18,405.08	18,405.08	0.00	18,405.08	(304.83)	0.00	
06/01/22	06/25/22		FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	162,295.43	162,295.43	0.00	162,295.43	(595.94)	0.00	
06/15/22	06/15/22		HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	18,770.37	18,770.37	0.00	18,770.37	3.51	0.00	
06/15/22	06/15/22		MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	9,569.10	9,569.10	0.00	9,569.10	0.49	0.00	
06/15/22	06/15/22		COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	8,446.42	8,446.42	0.00	8,446.42	1.71	0.00	
06/15/22	06/15/22		HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	14,566.53	14,566.53	0.00	14,566.53	1.13	0.00	
06/15/22	06/15/22		HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	9,307.63	9,307.63	0.00	9,307.63	2.03	0.00	
06/15/22	06/15/22		TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	18,488.02	18,488.02	0.00	18,488.02	1.42	0.00	
06/15/22	06/15/22		FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	10,350.57	10,350.57	0.00	10,350.57	2.28	0.00	
06/15/22	06/15/22		CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	12,451.92	12,451.92	0.00	12,451.92	2.44	0.00	
06/15/22	06/15/22		HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	8,959.83	8,959.83	0.00	8,959.83	0.08	0.00	

Managed Account Security Transactions & Interest

For the Month Ending June 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
PAYDOWNS											
	06/15/22	06/15/22	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	116.74	116.74	0.00	116.74	0.02	0.00	
	06/15/22	06/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	14,165.53	14,165.53	0.00	14,165.53	1.11	0.00	
	06/15/22	06/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	18,467.70	18,467.70	0.00	18,467.70	1.44	0.00	
	06/15/22	06/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	8,571.12	8,571.12	0.00	8,571.12	1.04	0.00	
	06/15/22	06/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	16,982.06	16,982.06	0.00	16,982.06	2.57	0.00	
	06/15/22	06/15/22	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	9,991.52	9,991.52	0.00	9,991.52	0.09	0.00	
	06/15/22	06/15/22	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	2,883.82	2,883.82	0.00	2,883.82	0.38	0.00	
	06/15/22	06/15/22	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	24,311.43	24,311.43	0.00	24,311.43	4.09	0.00	
	06/15/22	06/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	10,460.27	10,460.27	0.00	10,460.27	1.07	0.00	
	06/16/22	06/16/22	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	1,401.96	1,401.96	0.00	1,401.96	0.15	0.00	
	06/16/22	06/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	13,455.20	13,455.20	0.00	13,455.20	1.09	0.00	
	06/18/22	06/18/22	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	3,928.97	3,928.97	0.00	3,928.97	0.10	0.00	
	06/20/22	06/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	16,286.60	16,286.60	0.00	16,286.60	1.91	0.00	
	06/20/22	06/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	26,060.99	26,060.99	0.00	26,060.99	2.50	0.00	
	06/20/22	06/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	35,130.60	35,130.60	0.00	35,130.60	2.71	0.00	
	06/25/22	06/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	10,463.39	10,463.39	0.00	10,463.39	0.79	0.00	
	06/25/22	06/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	204.61	204.61	0.00	204.61	0.01	0.00	

Managed Account Security Transactions & Interest

For the Month Ending June 30, 2022

CITY OF ANTIOCH, CA - 04380500

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
Transaction Type Sub-Total				551,351.77	551,351.77	0.00	551,351.77	(1,373.65)	0.00	
SELL										
06/01/22	06/08/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	400,000.00	393,956.00	200.00	394,156.00	(5,044.00)	(5,755.42)	FIFO
06/01/22	06/08/22	US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	125,000.00	124,560.55	536.52	125,097.07	(2,612.30)	(947.39)	FIFO
06/06/22	06/08/22	CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	128,664.90	111.25	128,776.15	(1,335.10)	(1,335.10)	FIFO
06/06/22	06/08/22	GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	327,265.25	700.78	327,966.03	(20,377.50)	(4,334.46)	FIFO
06/07/22	06/09/22	PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RQ82	75,000.00	73,736.25	1.67	73,737.92	(1,159.50)	(1,229.10)	FIFO
06/07/22	06/13/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	250,000.00	246,005.00	138.02	246,143.02	(3,370.00)	(3,817.49)	FIFO
06/08/22	06/14/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	100,000.00	98,413.00	56.25	98,469.25	(1,337.00)	(1,516.22)	FIFO
06/27/22	06/29/22	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	150,000.00	146,683.50	697.50	147,381.00	(3,261.00)	(3,296.75)	FIFO
Transaction Type Sub-Total				1,555,000.00	1,539,284.45	2,441.99	1,541,726.44	(38,496.40)	(22,231.93)	
Managed Account Sub-Total					171,399.85	64,254.32	235,654.17	(39,870.05)	(22,231.93)	
Total Security Transactions						\$171,399.85	\$64,254.32	\$235,654.17	(\$39,870.05)	(\$22,231.93)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer *LP*

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

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

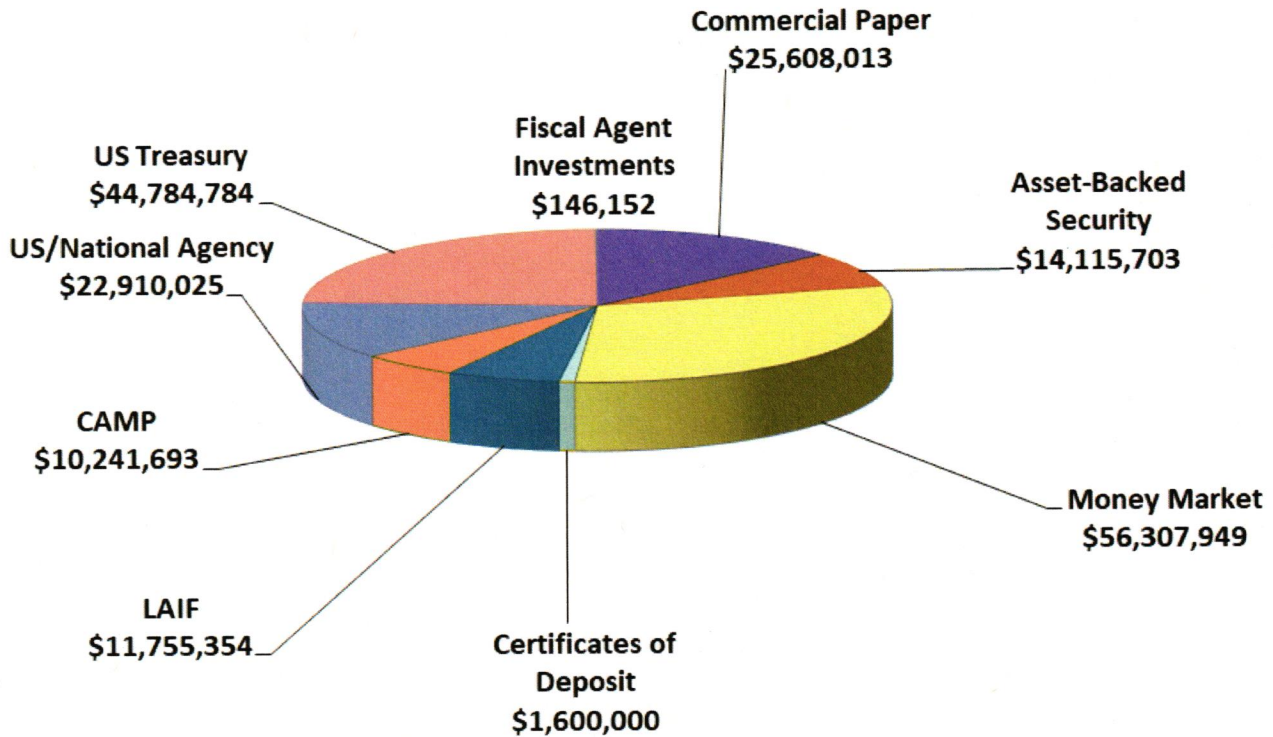
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report

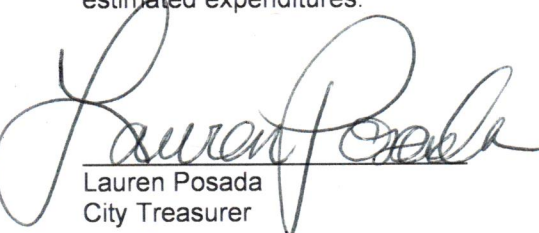
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

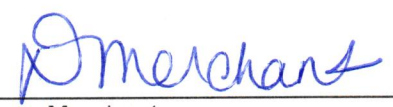
July 31, 2022



Total of City and Fiscal Agent Investments = \$187,469,673

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	52
Antioch Development Agency 2009 Tax Allocation Bonds	146,100
	<u><u>\$146,152</u></u>



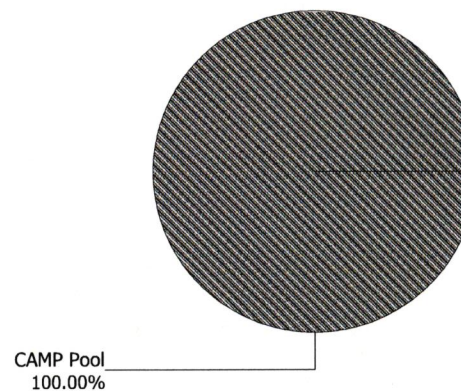
Account Statement - Transaction Summary

For the Month Ending **July 31, 2022**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,227,447.85
Purchases	14,245.16
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,241,693.01
Cash Dividends and Income	14,245.16

Asset Summary		
	July 31, 2022	June 30, 2022
CAMP Pool	10,241,693.01	10,227,447.85
Total	\$10,241,693.01	\$10,227,447.85
Asset Allocation		



Managed Account Summary Statement

For the Month Ending **July 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$104,900,105.11
Maturities/Calls	(566,958.92)
Principal Dispositions	(2,071,805.40)
Principal Acquisitions	3,216,210.11
Unsettled Trades	0.00
Change in Current Value	417,081.03
Closing Market Value	\$105,894,631.93

Cash Transactions Summary - Managed Account

Maturities/Calls	250,714.97
Sale Proceeds	2,080,775.09
Coupon/Interest/Dividend Income	93,183.94
Principal Payments	317,621.05
Security Purchases	(3,216,210.11)
Net Cash Contribution	474,940.90
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	103,530.73
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	(68,718.36)
Total Cash Basis Earnings	\$34,812.37

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	109,018,524.43
Ending Accrued Interest	259,722.36
Plus Proceeds from Sales	2,080,775.09
Plus Proceeds of Maturities/Calls/Principal Payments	568,336.02
Plus Coupons/Dividends Received	93,183.94
Less Cost of New Purchases	(3,216,210.11)
Less Beginning Amortized Value of Securities	(108,502,432.35)
Less Beginning Accrued Interest	(251,420.83)
Total Accrual Basis Earnings	\$50,478.55

Portfolio Summary and Statistics

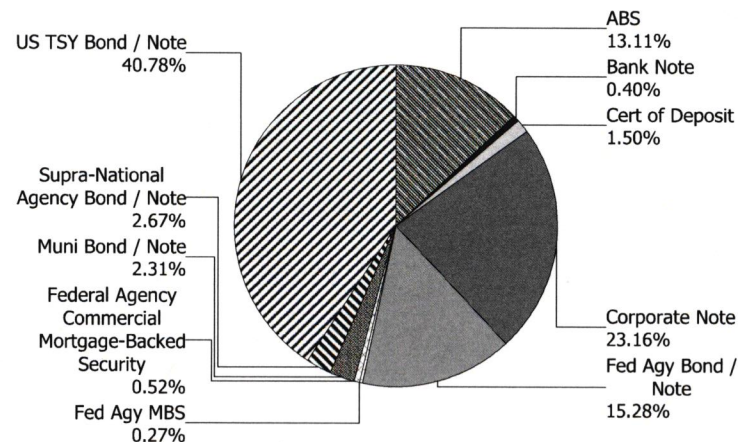
For the Month Ending **July 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	44,695,000.00	43,190,249.68	40.78
Supra-National Agency Bond / Note	2,925,000.00	2,828,185.57	2.67
Municipal Bond / Note	2,545,000.00	2,446,184.75	2.31
Federal Agency Mortgage-Backed Security	284,955.53	286,394.11	0.27
Federal Agency Commercial	550,529.44	548,368.08	0.52
Mortgage-Backed Security			
Federal Agency Bond / Note	16,595,000.00	16,179,760.78	15.28
Corporate Note	25,056,000.00	24,528,893.24	23.16
Certificate of Deposit	1,600,000.00	1,583,183.05	1.50
Bank Note	425,000.00	425,637.93	0.40
Asset-Backed Security	14,117,223.08	13,877,774.74	13.11
Managed Account Sub-Total	108,793,708.05	105,894,631.93	100.00%
Accrued Interest		259,722.36	
Total Portfolio	108,793,708.05	106,154,354.29	

Sector Allocation

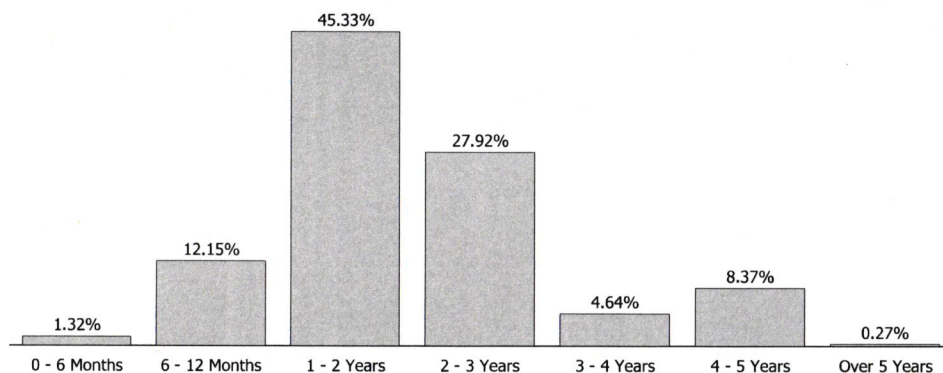


Unsettled Trades

0.00

0.00

Maturity Distribution



Characteristics

Yield to Maturity at Cost	1.21%
Yield to Maturity at Market	2.99%
Weighted Average Days to Maturity	755

Managed Account Issuer Summary

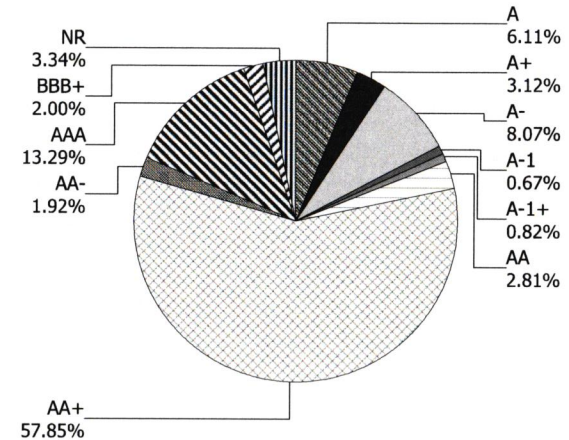
For the Month Ending **July 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	324,243.08	0.31
ALLY AUTO RECEIVABLES TRUST	516,195.32	0.49
AMAZON.COM INC	966,810.68	0.91
AMERICAN EXPRESS CO	1,525,431.29	1.44
AMERICAN HONDA FINANCE	741,291.00	0.70
ASTRAZENECA PLC	472,065.17	0.45
BANK OF AMERICA CO	1,260,847.59	1.19
BMW FINANCIAL SERVICES NA LLC	586,278.74	0.55
BMW VEHICLE OWNER TRUST	388,418.60	0.37
BRISTOL-MYERS SQUIBB CO	387,641.71	0.37
BURLINGTON NORTHERN SANTA FE	224,422.20	0.21
CALIFORNIA DEPARTMENT OF WATER RESOURCES	432,864.00	0.41
CAPITAL ONE FINANCIAL CORP	1,982,262.23	1.86
CARMAX AUTO OWNER TRUST	1,772,091.68	1.67
CATERPILLAR INC	754,501.20	0.71
CHARLES SCHWAB	288,531.90	0.27
CINTAS CORPORATION NO. 2	350,239.05	0.33
CITIGROUP INC	675,028.90	0.64
COMCAST CORP	302,043.60	0.29
CREDIT SUISSE GROUP RK	711,303.30	0.67
DEERE & COMPANY	718,929.16	0.68
DISCOVER FINANCIAL SERVICES	821,591.45	0.78
DNB ASA	871,879.75	0.82
EXXON MOBIL CORP	222,449.85	0.21
FANNIE MAE	6,184,241.85	5.83
FIFTH THIRD AUTO TRUST	2,431.21	0.00
FLORIDA STATE BOARD OF ADMIN FIN CORP	221,489.85	0.21
FORD CREDIT AUTO OWNER TRUST	245,888.95	0.23
FREDDIE MAC	10,830,281.12	10.22
GENERAL DYNAMICS CORP	327,048.15	0.31
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	972,763.69	0.92
GM FINANCIAL LEASINGTRUST	433,651.41	0.41

Credit Quality (S&P Ratings)



Managed Account Issuer Summary

For the Month Ending **July 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GOLDMAN SACHS GROUP INC	739,306.71	0.70
HARLEY-DAVIDSON MOTORCYCLE TRUST	550,585.14	0.52
HERSHEY COMPANY	233,740.25	0.22
HOME DEPOT INC	78,955.12	0.07
HONDA AUTO RECEIVABLES	287,827.01	0.27
HONEYWELL INTERNATIONAL	333,278.40	0.31
HORMEL FOODS CORP	334,597.90	0.32
HSBC HOLDINGS PLC	799,348.80	0.75
HYUNDAI AUTO RECEIVABLES	837,322.94	0.79
IBM CORP	811,574.40	0.77
INTER-AMERICAN DEVELOPMENT BANK	1,530,206.51	1.45
INTL BANK OF RECONSTRUCTION AND DEV	1,297,979.06	1.23
JP MORGAN CHASE & CO	1,319,109.78	1.25
KUBOTA CREDIT OWNER TRUST	1,692,400.93	1.60
LOS ANGELES COMMUNITY COLLEGE DISTRICT	227,703.25	0.22
MERCEDES-BENZ AUTO LEASE TRUST	86,328.10	0.08
MERCEDES-BENZ AUTO RECEIVABLES	175,646.75	0.17
MERCK & CO INC	223,022.93	0.21
MORGAN STANLEY	790,166.03	0.75
NATIONAL AUSTRALIA BANK LTD	563,211.78	0.53
NATIONAL RURAL UTILITIES CO FINANCE CORP	577,421.43	0.55
NESTLE SA	515,811.44	0.49
NEW JERSEY TURNPIKE AUTHORITY	182,081.25	0.17
NEW YORK ST URBAN DEVELOPMENT CORP	821,045.90	0.78
NISSAN AUTO RECEIVABLES	18,036.29	0.02
PACCAR FINANCIAL CORP	747,332.69	0.71
PNC FINANCIAL SERVICES GROUP	425,637.93	0.40
PRAXAIR INC	321,396.40	0.30
RABOBANK NEDERLAND	473,945.00	0.45
Roche Holding AG	1,266,854.47	1.20
STATE OF CONNECTICUT	98,759.00	0.09
STATE OF MARYLAND	462,241.50	0.44
STATE STREET CORPORATION	710,498.70	0.67

Managed Account Issuer Summary

For the Month Ending **July 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TARGET CORP	352,706.20	0.33
THE BANK OF NEW YORK MELLON CORPORATION	1,484,459.21	1.40
Toyota Lease Owner Trust	244,997.43	0.23
TOYOTA MOTOR CORP	1,278,453.30	1.21
TRUIST FIN CORP	796,559.84	0.75
UNILEVER PLC	261,197.48	0.25
UNITED STATES TREASURY	43,190,249.68	40.78
UNITEDHEALTH GROUP INC	311,098.45	0.29
USAA CAPITAL CORP	525,013.65	0.50
VERIZON OWNER TRUST	747,554.62	0.71
VOLKSWAGEN AUTO LEASE TURST	163,983.67	0.15
WORLD OMNI AUTO REC TRUST	489,826.93	0.46
Total	\$105,894,631.93	100.00%

Managed Account Detail of Securities Held

For the Month Ending **July 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 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	15.76	469,043.68	456,097.52
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	2,100.41	2,499,197.44	2,422,265.50
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	3,174.76	3,343,926.11	3,244,265.63
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	2,199.05	4,151,701.47	4,009,289.27
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	171.21	2,962,652.16	2,845,473.44
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	547.82	948,613.58	909,921.88
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	1,268.65	2,195,022.71	2,107,187.50
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	3,790.76	771,192.49	737,929.65
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	47,384.51	7,469,661.82	7,442,578.50
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	78.98	245,099.03	234,084.38
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	882.85	2,738,643.29	2,616,796.87
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	90.08	519,959.37	495,218.78
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	155.91	899,366.60	857,109.42
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	753.57	4,353,388.95	4,142,695.53

Managed Account Detail of Securities Held

For the Month Ending **July 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 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	1,902.97	1,099,167.76	1,045,000.00
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	2,832.88	1,994,134.88	1,896,250.00
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	91282YM6	3,000,000.00	AA+	Aaa	05/04/21	05/06/21	3,109,570.31	0.44	11,372.28	3,070,696.07	2,910,000.00
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	91282YV6	800,000.00	AA+	Aaa	06/15/21	06/17/21	829,093.75	0.44	2,032.79	819,641.74	775,124.96
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	91282YV6	1,750,000.00	AA+	Aaa	06/02/21	06/07/21	1,814,941.41	0.42	4,446.72	1,793,498.49	1,695,585.85
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	1,284.15	999,432.93	957,187.50
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	753.57	1,440,743.55	1,390,187.50
Security Type Sub-Total		44,695,000.00					44,851,844.53	0.81	87,239.68	44,784,784.12	43,190,249.68
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	233.21	664,505.95	651,200.59
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	618.82	664,940.51	653,470.23
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	311.74	669,368.55	646,778.47
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	1,644.44	924,510.36	876,736.28
Security Type Sub-Total		2,925,000.00					2,921,272.35	0.41	2,808.21	2,923,325.37	2,828,185.57
Municipal Bond / Note											

Managed Account Detail of Securities Held

For the Month Ending **July 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											
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	389.87	215,000.00	210,601.10
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	166.67	100,178.83	98,759.00
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	521.70	235,000.00	227,703.25
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	973.75	475,000.00	462,241.50
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	310.50	450,000.00	432,864.00
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	1,499.02	640,000.00	610,444.80
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	145.76	195,000.00	182,081.25
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	246.36	235,000.00	221,489.85
Security Type Sub-Total		2,545,000.00					2,545,597.00	0.64	4,253.63	2,545,178.83	2,446,184.75
Federal Agency Mortgage-Backed Security											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	284,955.53	AA+	Aaa	08/03/21	08/17/21	303,655.74	2.35	712.39	302,107.00	286,394.11
Security Type Sub-Total		284,955.53					303,655.74	2.35	712.39	302,107.00	286,394.11
Federal Agency Commercial Mortgage-Backed Security											
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	345,149.59	AA+	Aaa	08/13/19	08/16/19	350,866.14	1.98	721.94	345,597.95	343,738.34
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	80,055.06	AA+	Aaa	09/11/19	09/16/19	80,553.89	2.08	152.10	80,106.99	79,816.28

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
Federal Agency Commercial Mortgage-Backed Security											
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	106,046.97	AA+	Aaa	09/04/19	09/09/19	107,436.28	1.86	201.49	106,190.73	105,730.66
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,809.29	AA+	Aaa	12/07/18	12/17/18	10,809.26	3.20	28.85	10,809.28	10,732.76
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	8,468.53	AA+	Aaa	11/20/19	11/26/19	8,468.32	2.09	14.76	8,468.44	8,350.04
Security Type Sub-Total		550,529.44					558,133.89	2.00	1,119.14	551,173.39	548,368.08
Federal Agency Bond / Note											
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	851.04	950,197.67	932,995.95
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,450,000.00	AA+	Aaa	05/05/20	05/07/20	1,449,391.00	0.39	1,298.96	1,449,845.66	1,424,046.45
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	443.23	924,185.66	906,150.35
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	838.54	1,748,585.71	1,714,338.50
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	393.75	1,618,578.72	1,581,912.18
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	200.52	1,374,831.06	1,341,085.62
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	261.77	1,793,791.12	1,750,726.33
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	763.19	699,622.29	680,527.40
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	1,390.11	1,274,540.44	1,239,532.05
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	729.90	735,049.22	713,818.04

Managed Account Detail of Securities Held

For the Month Ending **July 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											
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	1,156.91	1,164,859.02	1,131,425.86
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	1,290.97	1,299,842.58	1,262,535.30
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	615.52	1,554,311.11	1,500,666.75
Security Type Sub-Total		16,595,000.00					16,573,231.67	0.31	10,234.41	16,588,240.26	16,179,760.78
Corporate Note											
GOLDMAN SACHS GROUP INC (CALLABLE) CORP 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	354.43	275,000.00	272,335.53
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	66.50	379,862.66	365,697.94
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	3,700.00	236,776.10	226,575.68
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	831.25	299,918.57	288,531.90
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	3,268.33	312,091.73	302,043.60
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	222.19	224,805.18	214,844.18
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	177.12	50,372.86	49,102.10

Managed Account Detail of Securities Held

For the Month Ending **July 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
Corporate Note											
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	1,062.74	300,000.00	294,612.60
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	377.36	324,797.88	311,098.45
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	439.38	474,619.61	452,534.40
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	5,583.33	799,971.02	799,348.80
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	606.38	494,972.93	472,065.17
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	366.53	340,826.62	334,597.90
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	87.75	129,899.50	124,228.65
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	1,020.83	366,240.00	352,706.20
BANK OF AMERICA (CALLABLE) 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	85.87	102,949.34	99,772.50
BANK OF AMERICA (CALLABLE) 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	193.20	231,886.73	224,488.13
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	62.83	162,601.80	155,671.46

Managed Account Detail of Securities Held

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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											
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	27.78	410,536.51	391,975.20
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	633.06	264,903.51	250,649.19
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	985.42	274,874.06	261,239.00
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	293.87	97,196.06	94,980.90
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	514.28	175,000.00	166,216.58
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	721.77	204,987.51	194,510.36
GOLDMAN SACHS GROUP INC (CALLABLE) CORP 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	643.31	250,000.00	240,395.50
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	598.96	249,917.02	236,750.00
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	1,256.86	545,000.00	515,811.44
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	1,036.69	475,000.00	456,074.58

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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	401.04	496,731.72	473,945.00
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	375.00	499,677.08	480,052.00
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	4,210.56	329,024.72	321,396.40
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	1,132.81	124,016.26	120,265.87
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	1,948.44	214,994.58	206,857.31
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	2,939.06	234,378.16	223,022.93
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	2,940.00	357,279.76	336,849.45
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	761.22	295,000.00	278,973.83
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	1,102.50	119,895.39	116,384.88
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	1,883.44	204,683.27	198,824.17

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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	2,455.03	233,874.28	222,449.85
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	510.00	59,977.66	58,468.74
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	1,487.50	175,303.06	170,533.83
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	10,813.68	1,295,000.00	1,266,854.47
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	3,621.94	329,320.36	324,243.08
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	2,250.00	235,879.57	224,422.20
BMW US CAPITAL LLC CORP NOTES 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	2,600.00	239,799.51	238,417.68
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	4,512.50	499,883.76	496,683.50
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	6,750.00	748,927.19	751,966.50
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	738.00	79,875.83	78,955.12

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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	970.00	228,497.65	214,389.23
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	1,077.78	244,719.06	238,210.25
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	4,420.14	499,936.20	498,371.00
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	1,222.83	144,609.74	145,099.03
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	1,728.84	204,958.61	205,140.02
CITIGROUP INC (CALLABLE) 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	858.38	350,536.11	331,314.20
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	3,199.22	523,390.65	525,013.65
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	552.50	74,993.05	75,491.70
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	1,657.50	224,735.11	226,475.10
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	2,401.39	335,007.87	327,048.15

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Corporate Note											
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	375.00	241,349.67	233,740.25
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	787.50	341,868.42	333,278.40
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE 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	817.13	595,000.00	560,077.67
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	2,733.89	495,789.89	479,690.63
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	565,000.00	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	2,856.39	565,000.00	563,211.78
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	541.94	64,716.00	65,077.54
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	708.69	84,978.84	85,101.41
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	833.75	99,568.22	100,119.30
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 06/30/2022 3.950% 06/30/2025	89236TKC8	225,000.00	A+	A1	06/27/22	06/30/22	224,786.25	3.98	765.31	224,792.49	228,481.20
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	823.33	487,993.12	480,058.28
MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	A-	A1	06/22/22	06/24/22	224,581.50	4.06	200.00	224,595.64	227,039.18

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Corporate Note											
IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	A-	A3	07/20/22	07/27/22	800,000.00	4.00	355.56	800,000.00	811,574.40
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	9,203.13	488,891.09	480,512.38
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	406.25	238,397.64	231,970.25
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	1,898.78	225,000.00	214,870.50
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	6,966.21	585,000.00	563,126.85
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	4,972.80	518,815.23	495,628.20
BANK OF NY MELLON CORP CORPORATE NOTES DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	101.15	165,000.00	167,667.89
BANK OF NY MELLON CORP CORPORATE NOTES DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	A	A1	07/20/22	07/26/22	361,173.60	4.32	220.70	361,168.77	365,820.84
TRUIST FINANCIAL CORP CORPORATE NOTES DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	49.70	140,000.00	140,830.76
TRUIST FINANCIAL CORP CORPORATE NOTES DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	A-	A3	07/26/22	07/28/22	175,175.00	4.23	62.13	175,174.52	176,038.45
Security Type Sub-Total		25,056,000.00					25,270,073.39	2.08	132,418.66	25,183,012.95	24,528,893.24
Certificate of Deposit											

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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	2,975.00	875,000.00	871,879.75
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	1,627.83	725,000.00	711,303.30
Security Type Sub-Total		1,600,000.00					1,600,000.00	1.38	4,602.83	1,600,000.00	1,583,183.05
Bank Note											
PNC BANK NA (CALLABLE) 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	2,189.93	425,000.00	425,637.93
Security Type Sub-Total		425,000.00					454,818.00	1.28	2,189.93	425,000.00	425,637.93
Asset-Backed Security											
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	29,490.67	AAA	Aaa	08/20/19	08/27/19	29,490.42	1.78	23.33	29,490.60	29,438.41
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	80,149.34	AAA	Aaa	09/22/20	09/29/20	80,141.66	0.45	11.02	80,146.54	79,899.79
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	18,036.47	NR	Aaa	02/05/19	02/13/19	18,033.74	2.90	23.25	18,035.77	18,036.29
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	10,262.49	AAA	Aaa	05/21/19	05/30/19	10,260.41	2.51	11.45	10,261.89	10,254.10
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	86,973.92	AAA	NR	09/15/20	09/23/20	86,969.52	0.40	15.46	86,972.11	86,328.10
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	2,431.50	AAA	Aaa	04/30/19	05/08/19	2,430.96	2.65	2.85	2,431.34	2,431.21
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	155,214.56	AAA	Aaa	03/02/21	03/10/21	155,209.64	0.29	7.50	155,212.02	153,350.70
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	12,803.89	AAA	Aaa	04/09/19	04/17/19	12,802.85	2.65	14.14	12,803.56	12,800.58

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Asset-Backed Security											
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	38,989.76	AAA	NR	04/09/19	04/17/19	38,985.77	2.68	46.44	38,988.44	38,966.41
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	154,275.54	AAA	NR	10/01/19	10/08/19	154,263.64	1.94	91.45	154,271.02	153,861.90
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	249,983.25	244,997.43
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	359,965.88	353,751.62
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	101,661.97	AAA	Aaa	01/21/20	01/29/20	101,650.07	1.85	57.47	101,656.73	101,183.87
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	52,356.16	AAA	Aaa	01/21/20	01/29/20	52,344.74	1.87	43.51	52,350.81	52,193.92
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	197,320.39	AAA	Aaa	07/21/20	07/27/20	197,305.20	0.44	38.59	197,312.45	194,382.05
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	96,993.53	AAA	NR	07/08/20	07/15/20	96,986.21	0.48	7.76	96,989.71	95,790.46
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	131,719.71	AAA	NR	01/14/20	01/22/20	131,693.86	1.89	110.64	131,707.17	130,587.58
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	177,058.97	AAA	NR	07/14/20	07/22/20	177,025.81	0.48	37.77	177,041.07	174,545.88
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	178,312.99	AAA	NR	06/16/20	06/23/20	178,299.06	0.55	43.59	178,305.36	175,646.75
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	499,940.67	492,508.85
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	178,171.22	AAA	NR	06/16/20	06/24/20	178,157.25	0.63	49.89	178,163.26	175,192.75
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	NR	Aaa	06/07/22	06/14/22	164,986.87	3.44	173.43	164,987.43	163,983.67

Managed Account Detail of Securities Held

For the Month Ending **July 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											
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	209,969.89	200,060.05
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	199,985.01	194,001.20
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	349,989.90	329,129.11
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	269,952.45	258,388.60
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	224,964.35	218,362.46
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	209,960.47	201,083.19
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	254,973.28	245,888.95
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	444,941.95	428,442.89
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	157.83	294,985.40	292,628.14
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	264,952.89	249,369.82
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	269,995.69	256,268.34
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	284,993.78	281,990.60
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	174,996.25	166,851.25
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	274,990.28	267,692.67

Managed Account Detail of Securities Held

For the Month Ending **July 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											
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	329,961.79	314,634.18
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	504,933.46	487,857.27
COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	AAA	NR	11/18/21	11/30/21	499,931.10	1.04	231.11	499,940.38	475,641.95
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	764.98	519,903.93	516,195.32
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	214,983.38	207,404.20
KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	NR	AAA	07/14/22	07/21/22	669,877.19	4.09	761.19	669,878.03	675,354.50
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	504,920.84	498,391.22
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	244,951.98	243,227.84
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	389,943.89	387,736.48
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	499,964.88	493,755.45
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	AAA	NR	07/12/22	07/20/22	564,986.67	3.97	685.38	564,986.76	567,995.86
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	NR	Aaa	07/06/22	07/13/22	339,997.65	3.64	618.80	339,997.68	342,479.82
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	3,371.73	739,884.91	746,342.39
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	841.07	569,955.37	572,221.63

Managed Account Detail of Securities Held

For the Month Ending **July 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											
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	1,227.93	814,826.56	818,247.04
Security Type Sub-Total		14,117,223.08					14,115,394.05	2.13	14,143.48	14,115,702.51	13,877,774.74
Managed Account Sub-Total		108,793,708.05					109,194,020.62	1.21	259,722.36	109,018,524.43	105,894,631.93
Securities Sub-Total		\$108,793,708.05					\$109,194,020.62	1.21%	\$259,722.36	\$109,018,524.43	\$105,894,631.93
Accrued Interest											\$259,722.36
Total Investments											\$106,154,354.29

Managed Account Security Transactions & Interest

For the Month Ending **July 31, 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	
BUY										
07/06/22	07/13/22	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	(339,997.65)	0.00	(339,997.65)			
07/12/22	07/20/22	CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	565,000.00	(564,986.67)	0.00	(564,986.67)			
07/14/22	07/21/22	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	(669,877.19)	0.00	(669,877.19)			
07/19/22	07/26/22	BANK OF NY MELLON CORP CORPORATE NOTES DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	165,000.00	(165,000.00)	0.00	(165,000.00)			
07/20/22	07/26/22	BANK OF NY MELLON CORP CORPORATE NOTES DTD 07/26/2022 4.414% 07/24/2026	06406RBJ5	360,000.00	(361,173.60)	0.00	(361,173.60)			
07/20/22	07/27/22	IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025	459200KS9	800,000.00	(800,000.00)	0.00	(800,000.00)			
07/25/22	07/28/22	TRUIST FINANCIAL CORP CORPORATE NOTES DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	140,000.00	(140,000.00)	0.00	(140,000.00)			
07/26/22	07/28/22	TRUIST FINANCIAL CORP CORPORATE NOTES DTD 07/28/2022 4.260% 07/28/2026	89788MAH5	175,000.00	(175,175.00)	0.00	(175,175.00)			
Transaction Type Sub-Total				3,215,000.00	(3,216,210.11)	0.00	(3,216,210.11)			
INTEREST										
06/25/22	07/12/22	BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	973.25	973.25			
07/01/22	07/01/22	TARGET CORP CORPORATE NOTES DTD 06/26/2014 3.500% 07/01/2024	87612EBD7	350,000.00	0.00	6,125.00	6,125.00			
07/01/22	07/01/22	FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	0.00	1,478.15	1,478.15			
07/01/22	07/01/22	NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	0.00	874.58	874.58			

Managed Account Security Transactions & Interest

For the Month Ending **July 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											
	07/01/22	07/01/22	CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	0.00	1,000.00	1,000.00			
	07/01/22	07/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,840.07	0.00	28.93	28.93			
	07/01/22	07/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	205,543.47	0.00	390.53	390.53			
	07/01/22	07/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	346,495.75	0.00	724.75	724.75			
	07/01/22	07/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	290,112.57	0.00	725.28	725.28			
	07/01/22	07/25/22	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	13,199.60	0.00	23.01	23.01			
	07/10/22	07/10/22	FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	3,170,000.00	0.00	3,962.50	3,962.50			
	07/10/22	07/10/22	COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	500,000.00	0.00	3,399.31	3,399.31			
	07/13/22	07/13/22	AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	500,000.00	0.00	3,750.00	3,750.00			
	07/15/22	07/15/22	US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	5,770,000.00	0.00	10,818.75	10,818.75			
	07/15/22	07/15/22	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			
	07/15/22	07/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	195,135.06	0.00	78.05	78.05			
	07/15/22	07/15/22	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	38,256.40	0.00	56.75	56.75			
	07/15/22	07/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	98,746.56	0.00	32.92	32.92			
	07/15/22	07/15/22	DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
	07/15/22	07/15/22	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	12,206.25	0.00	26.85	26.85			

Managed Account Security Transactions & Interest

For the Month Ending **July 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											
	07/15/22	07/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	0.00	97.50	97.50			
	07/15/22	07/15/22	DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	265,000.00	0.00	128.08	128.08			
	07/15/22	07/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	191,515.43	0.00	100.55	100.55			
	07/15/22	07/15/22	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13			
	07/15/22	07/15/22	US TREASURY N/B NOTES DTD 01/15/2022 1.125% 01/15/2025	91282CDS7	1,450,000.00	0.00	8,156.25	8,156.25			
	07/15/22	07/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	194,744.15	0.00	89.26	89.26			
	07/15/22	07/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	0.00	63.33	63.33			
	07/15/22	07/15/22	AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			
	07/15/22	07/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	143,724.36	0.00	226.37	226.37			
	07/15/22	07/15/22	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	214,794.70	0.00	78.76	78.76			
	07/15/22	07/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	49,010.93	0.00	109.46	109.46			
	07/15/22	07/15/22	WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026	98163KAC6	330,000.00	0.00	222.75	222.75			
	07/15/22	07/15/22	HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
	07/15/22	07/15/22	ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	520,000.00	0.00	1,434.33	1,434.33			
	07/15/22	07/15/22	HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	505,000.00	0.00	1,287.75	1,287.75			
	07/15/22	07/15/22	COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	270,000.00	0.00	173.25	173.25			
	07/15/22	07/15/22	TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026	89238FAD5	285,000.00	0.00	695.88	695.88			

Managed Account Security Transactions & Interest

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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											
	07/15/22	07/15/22	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	8,602.20	0.00	19.93	19.93			
	07/15/22	07/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	18,460.63	0.00	38.61	38.61			
	07/15/22	07/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	33,681.67	0.00	81.40	81.40			
	07/15/22	07/15/22	CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	445,000.00	0.00	203.96	203.96			
	07/15/22	07/15/22	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	1,589.02	0.00	4.45	4.45			
	07/15/22	07/15/22	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	0.00	108.50	108.50			
	07/15/22	07/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	61,611.79	0.00	96.01	96.01			
	07/15/22	07/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	2,933.76	0.00	7.11	7.11			
	07/15/22	07/15/22	JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025	46625HMN7	475,000.00	0.00	9,262.50	9,262.50			
	07/15/22	07/15/22	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
	07/15/22	07/15/22	KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	350,000.00	0.00	163.33	163.33			
	07/15/22	07/15/22	US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	2,965,000.00	0.00	1,853.13	1,853.13			
	07/15/22	07/15/22	CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	390,000.00	0.00	1,134.25	1,134.25			
	07/15/22	07/15/22	HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	210,000.00	0.00	129.50	129.50			
	07/15/22	07/15/22	COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	500,000.00	0.00	1,166.67	1,166.67			
	07/15/22	07/15/22	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	4,892.04	0.00	9.54	9.54			

Managed Account Security Transactions & Interest

For the Month Ending **July 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											
	07/16/22	07/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	26,048.09	0.00	57.52	57.52			
	07/16/22	07/16/22	GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	215,000.00	0.00	225.75	225.75			
	07/16/22	07/16/22	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
	07/16/22	07/16/22	GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	175,000.00	0.00	99.17	99.17			
	07/17/22	07/17/22	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	0.00	855.00	855.00			
	07/20/22	07/20/22	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	360,000.00	0.00	102.00	102.00			
	07/20/22	07/20/22	VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	165,000.00	0.00	567.60	567.60			
	07/20/22	07/20/22	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			
	07/20/22	07/20/22	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	0.00	81.25	81.25			
	07/20/22	07/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	117,162.19	0.00	180.63	180.63			
	07/20/22	07/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	106,789.28	0.00	40.05	40.05			
	07/20/22	07/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	187,260.92	0.00	302.74	302.74			
	07/21/22	07/21/22	HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	270,000.00	0.00	198.00	198.00			
	07/23/22	07/23/22	MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025	6174468C6	225,000.00	0.00	4,500.00	4,500.00			
	07/23/22	07/23/22	BANK OF AMERICA (CALLABLE) CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	325,000.00	0.00	6,279.00	6,279.00			
	07/25/22	07/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	174,795.39	0.00	42.24	42.24			

Managed Account Security Transactions & Interest

For the Month Ending **July 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											
07/25/22	07/25/22		BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	295,000.00	0.00	789.13	789.13			
07/25/22	07/25/22		BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	107,176.82	0.00	42.87	42.87			
07/26/22	07/26/22		BRISTOL MYERS SQUIBB CO CORP NOTES (CALL DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	0.00	2,262.00	2,262.00			
07/30/22	07/30/22		AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 07/30/2019 2.500% 07/30/2024	025816CG2	400,000.00	0.00	5,000.00	5,000.00			
07/31/22	07/31/22		US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	464,000.00	0.00	2,900.00	2,900.00			
Transaction Type Sub-Total					30,910,329.10	0.00	93,183.94	93,183.94			
MATURITY											
07/01/22	07/01/22		CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	190,000.00	190,000.00	1,260.65	191,260.65	0.00	0.00	
07/01/22	07/01/22		FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	59,337.87	59,337.87	116.45	59,454.32	(217.88)	0.00	
Transaction Type Sub-Total					249,337.87	249,337.87	1,377.10	250,714.97	(217.88)	0.00	
PAYDOWNS											
07/01/22	07/25/22		FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	1,346.16	1,346.16	0.00	1,346.16	(22.30)	0.00	
07/01/22	07/25/22		FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	4,731.07	4,731.07	0.00	4,731.07	0.11	0.00	
07/01/22	07/25/22		FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	30.78	30.78	0.00	30.78	0.00	0.00	
07/01/22	07/25/22		FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	5,157.04	5,157.04	0.00	5,157.04	(338.43)	0.00	
07/01/22	07/25/22		FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	11,078.36	11,078.36	0.00	11,078.36	(145.14)	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **July 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
PAYDOWNS											
	07/01/22	07/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	8,363.08	8,363.08	0.00	8,363.08	(52.11)	0.00	
	07/15/22	07/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	13,344.21	13,344.21	0.00	13,344.21	1.05	0.00	
	07/15/22	07/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	18,076.09	18,076.09	0.00	18,076.09	3.38	0.00	
	07/15/22	07/15/22	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	9,255.63	9,255.63	0.00	9,255.63	2.02	0.00	
	07/15/22	07/15/22	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	9,774.75	9,774.75	0.00	9,774.75	2.15	0.00	
	07/15/22	07/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	12,004.65	12,004.65	0.00	12,004.65	2.36	0.00	
	07/15/22	07/15/22	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	17,474.31	17,474.31	0.00	17,474.31	1.35	0.00	
	07/15/22	07/15/22	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	2,933.76	2,933.76	0.00	2,933.76	0.35	0.00	
	07/15/22	07/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	10,021.17	10,021.17	0.00	10,021.17	1.02	0.00	
	07/15/22	07/15/22	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	4,892.04	4,892.04	0.00	4,892.04	0.38	0.00	
	07/15/22	07/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	11,772.64	11,772.64	0.00	11,772.64	0.60	0.00	
	07/15/22	07/15/22	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	8,602.20	8,602.20	0.00	8,602.20	1.45	0.00	
	07/15/22	07/15/22	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	16,431.16	16,431.16	0.00	16,431.16	1.28	0.00	
	07/15/22	07/15/22	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	15,645.20	15,645.20	0.00	15,645.20	2.37	0.00	
	07/15/22	07/15/22	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	1,589.02	1,589.02	0.00	1,589.02	0.02	0.00	
	07/15/22	07/15/22	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	8,198.14	8,198.14	0.00	8,198.14	1.66	0.00	
	07/15/22	07/15/22	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	8,765.73	8,765.73	0.00	8,765.73	0.07	0.00	

Managed Account Security Transactions & Interest

For the Month Ending **July 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
PAYDOWNS											
	07/16/22	07/16/22	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	13,244.20	13,244.20	0.00	13,244.20	1.08	0.00	
	07/20/22	07/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	32,985.38	32,985.38	0.00	32,985.38	2.54	0.00	
	07/20/22	07/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	26,639.94	26,639.94	0.00	26,639.94	2.55	0.00	
	07/20/22	07/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	15,500.22	15,500.22	0.00	15,500.22	1.82	0.00	
	07/25/22	07/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	10,183.29	10,183.29	0.00	10,183.29	0.77	0.00	
	07/25/22	07/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	19,580.83	19,580.83	0.00	19,580.83	0.62	0.00	
Transaction Type Sub-Total					317,621.05	317,621.05	0.00	317,621.05	(526.98)	0.00	
SELL											
	07/13/22	07/20/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	175,000.00	171,594.50	164.06	171,758.56	(2,968.00)	(3,296.03)	FIFO
	07/15/22	07/21/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	375,000.00	367,398.75	355.47	367,754.22	(6,663.75)	(7,367.52)	FIFO
	07/20/22	07/22/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	450,000.00	440,914.50	431.25	441,345.75	(7,960.50)	(8,806.05)	FIFO
	07/21/22	07/25/22	IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	300,000.00	300,120.00	4,923.96	305,043.96	(29,679.00)	(13,683.95)	FIFO
	07/21/22	07/25/22	IBM CORP NOTES DTD 02/12/2014 3.625% 02/12/2024	459200HU8	150,000.00	150,060.00	2,461.98	152,521.98	(8,631.00)	(5,978.97)	FIFO
	07/21/22	07/27/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	350,000.00	342,937.00	353.65	343,290.65	(6,188.00)	(6,849.64)	FIFO
	07/26/22	07/28/22	FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	205,000.00	200,762.65	177.24	200,939.89	(4,151.25)	(4,215.21)	FIFO
	07/26/22	07/28/22	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	100,000.00	98,018.00	102.08	98,120.08	(1,732.00)	(1,921.27)	FIFO
Transaction Type Sub-Total					2,105,000.00	2,071,805.40	8,969.69	2,080,775.09	(67,973.50)	(52,118.64)	

Managed Account Security Transactions & Interest

For the Month Ending **July 31, 2022**

CITY OF ANTIOCH, CA - 04380500

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
Managed Account Sub-Total					(577,445.79)	103,530.73	(473,915.06)	(68,718.36)	(52,118.64)	
Total Security Transactions					(\$577,445.79)	\$103,530.73	(\$473,915.06)	(\$68,718.36)	(\$52,118.64)	

CITY OF
ANTIOCH
CALIFORNIA

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

227 Housing Fund

Housing

00401969	BAY AREA AFFORDABLE HOMEOWNERSHIP ALLIANCE	HOUSING SERVICES	19,625.00
00402011	HABITAT FOR HUMANITY EAST BAY	MAY 2022	26,281.88
00402062	SHELTER INC	HOUSING SERVICES	11,370.31



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Rent Stabilization Ordinance – Second Reading

RECOMMENDED ACTION:

It is recommended that the City Council waive reading and adopt the Rent Stabilization Ordinance (Attachment A).

FISCAL IMPACT

The City Attorney's Office will require staffing to perform hearings rendering decisions related to tenant Rent Reduction Petitions and landlord Fair Return Petitions. The City Attorney's Office will also require staffing to respond to legal questions associated with the Rent Stabilization Ordinance. The ordinance will also require the dedication of staff time to engage in public education and enforcement activities regarding rent stabilization. Staff will prepare a budget request for a subsequent City Council meeting.

DISCUSSION

The City Council held a Study Session on rent stabilization at a Special Meeting on July 26, 2022 and directed staff to prepare a Rent Stabilization Ordinance ("RSO"). Staff reviewed rent stabilization ordinances from other California general law cities, and applicable State law. The Rent Stabilization Ordinance (Attachment A) is based on the City's power to protect public health, safety, and welfare within the City.

Although the City of Antioch's housing prices are lower than many neighboring cities, rent in the City continues to rise. Many local residents, in particular low-income households, struggle with paying for rising housing costs and meeting other basic needs such as food, transportation and health care. The effect of high rents coupled with low incomes, critical shortages of affordable rental housing, and rapidly rising costs for other basic necessities leaves residents vulnerable to economic hardship, housing insecurity and displacement, threatening the public health, safety and welfare of a substantial number of City residents.

The Rent Stabilization Ordinance is intended to provide stability with respect to rent increases and housing by establishing additional tenant protections exceeding those set forth in State law. Many of the findings in the recitals of the Rent Stabilization Ordinance, which are found on the first three pages of the ordinance, are drawn from the City's draft

Housing Element and support the need for rent stabilization in the City as a means to address threats to public health, safety and welfare caused by cost burden, displacement, and eviction. In particular, the findings highlight the disproportionate risk and impacts borne by households headed by women, large family households, households in areas identified as “Low Resource” or “High Segregation and Poverty,” and senior households.

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 Are Some Provisions Incorporated Within the Proposed City Rent Stabilization Ordinance?

1. What Types of Limits Does the Ordinance Propose on Rent Increases?

Under the Rent Stabilization Ordinance, one increase is allowed per 12-month period. The City Council set a ceiling on rental rate increases by using a combination of a set percentage and a percent of CPI. The City Council introduced a Rent Stabilization Ordinance that proposes that increases in Rent on residential real property in the City may not exceed the lesser of three percent (3%) or sixty percent (60%) of the most recent 12-month increase in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics.

To assist the City Council in its discussion and deliberation, staff provided a table of maximum annual limits on rent increases in California general law cities is below.

General Law City	Annual Rent Increase Limit	Notes
Baldwin Park	CPI up to 5%	Increased from 3% in 2021
Beverly Hills	Greater of 3% or CPI	
Commerce	5% plus CPI up to 10%	Same as AB 1482 (2019)
East Palo Alto	80% of CPI up to 10%	Annual cap calculated by City once a year
Gardena	5%	Increases above limit subject to binding arbitration
Inglewood	Greater of 3% or CPI up to 10% Greater of 5% or CPI up to 10%	Five or more units Four or fewer units
Los Gatos	70% of CPI up to 5%	Up to 10% if no increase in two years
Oxnard	4%	Adopted in May 2022
West Hollywood	75% of CPI up to 7%	Annual cap calculated by City once a year

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

The Costa-Hawkins Rental Housing Act (“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. For this reason, the City Council is pursuing a Rent Stabilization Ordinance, which regulates rent increases during a tenancy. Costa-Hawkins also significantly restricts which units may be subject to local rent stabilization. There are two categories of units for which rent increases during a tenancy cannot be regulated by the City Council. The first, 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.

The Rent Stabilization Ordinance complies with Costa-Hawkins by exempting units protected by the statute and regulating residential rental units constructed on or before February 1, 1995 that share a property with at least one other unit that cannot be sold separately. Units first receiving a certificate of occupancy after this date but at least 15 years prior to the current date on a rolling basis would remain protected by the California Tenant Protections Act, which limits annual rent increases to 5% plus the regional consumer price index (CPI) or 10%, whichever is less, where a tenant has resided in a rental unit for at least 12 months. The Rent Stabilization Ordinance does not have a minimum residency requirement for its rent-increase protections.

At the July 26, 2022 Study Session, the City Council provided direction to staff to exclude owner-occupied duplexes and Low-Income Tax Credit Program-funded developments from the exemptions to the Rent Stabilization Ordinance. This direction was implemented by using the narrower exemption of “A unit owned, operated, or managed by a governmental unit, agency, or authority, or that is specifically exempted from municipal Rent regulation by state or federal law or regulation” instead of a broader exemption used by some cities that includes all “affordable housing” subject to deed-restriction or agreement with a government agency, which would include Low-Income Tax Credit Program-funded developments. The Rent Stabilization Ordinance exemptions do not include any duplex.

3. Implementation and Enforcement of the City’s Rent Stabilization Ordinance?

Enforcement Mechanisms

The Rent Stabilization Ordinance includes a process for tenants to report or contest unlawful rent increases. The Rent Stabilization Ordinance directs the City Manager to designate an office or department to provide information and receive tenant complaints pertaining to violation of the Rent Stabilization Ordinance and directs the City Attorney to designate a hearing officer for hearings concerning tenant and landlord petitions.

Tenant Rent Reduction Petition

The Rent Stabilization Ordinance also offers a procedure for accommodating certain tenant requests for rent reductions and landlord requests for increases in rent above the established limit if needed to comply with the constitutional right of “fair return.” The Rent Stabilization Ordinance uses a petition process that is reviewed and determined by a Hearing Officer.

A tenant may petition for a reduction of rent (“Rent Reduction Petition”) if the tenant believes that the Landlord has charged the tenant a higher rent than is permitted by the Rent Stabilization Ordinance. The Landlord shall be informed of the tenant’s complaint and shall have the opportunity to respond to the tenant’s claim of rent overcharge. The Rent Reduction Petition shall be on an application form prescribed by the City Manager or designee and shall be decided by a Hearing Officer designated by the City Attorney.

The tenant shall provide a copy of any Rent Reduction Petition submitted to the City to the applicable landlord and shall provide the City with proof of completing such service to the landlord. The landlord shall have thirty (30) days from the date of receiving the Rent Reduction Petition to reply or provide additional materials to the City in response to the Rent Reduction Petition.

The tenant shall bear the burden of establishing that a rent reduction is necessary to comply with the City’s Rent Stabilization Ordinance by providing information including the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges.

The factors the Hearing Officer may consider in deciding a Rent Reduction Petition shall be matters related to the amount of rent that the landlord could lawfully charge and the amount of rent that the landlord has actually demanded, accepted, or retained from the tenant.

A Rent Reduction Petition shall be decided by the Hearing Officer within sixty (60) calendar days of the date that the application has been deemed complete, including submission of proof of service of the Rent Reduction Petition on the applicable Landlord(s), provided that an extension of this time may be agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the applicable tenant(s), the designated representative of the tenant(s), the subject Landlord, and the Landlord's designated representative(s) for the Rent Reduction Petition, if any. The decision of the Hearing Officer shall be final and not appealable.

Landlord Fair Return Petition

A Landlord may petition for a Rent increase in excess of that provided in the Rent Stabilization Ordinance (§ 11-1.03) in order to obtain a fair and reasonable return on the Landlord's property ("Fair Return Petition").

The Fair Return Petition will be provided on an application form prescribed by the City Manager or designee and shall be decided by a Hearing Officer subject to § 1-6.01 (Antioch Municipal Code) designated by the City Attorney.

The Landlord will be required to provide a copy of any Fair Return Petition submitted to the City to the applicable tenant(s) and must provide the City with proof of completing such service to the applicable tenant(s). The tenant(s) will 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 landlord will bear the burden of establishing that a rate increase in excess of that permitted by the Rent Stabilization Ordinance (§ 11-1.03) is necessary to provide the landlord with a fair and reasonable return on the 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.

The landlord will be responsible for all costs associated with the City's review of the Fair Return Petition. Upon receipt of a Fair Return Petition, the Hearing Officer 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 landlord's request. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the landlord, and the Fair Return Petition shall not be processed until the landlord has paid to the City the estimated cost of the complete analysis. City will provide the landlord 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 landlord. If additional funds are required,

payment will be required before the landlord receives the determination on the Fair Return Petition from the City.

A Fair Return Petition shall be decided by the Hearing Officer within ninety (90) calendar days of the date that the application has been deemed complete, including submission of proof of service of the Fair Return Petition on the applicable tenant(s), unless the Landlord has failed to pay all applicable fees or an extension of this time is agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the subject landlord, the landlord'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 Hearing Officer shall be final and not appealable.

Additional Enforcement Remedies

The Rent Stabilization Ordinance also allows tenants to bring an action to recover damages, which could include actual damages (the cost of the harm suffered) or two types of statutory damages: three times the difference between the amount of rent actually charged and the amount authorized to be charged or \$1,000, whichever is greater. Persons or entities that may "fairly and adequately represent a protected class" may also bring a civil action for injunction under the Rent Stabilization Ordinance.

The Rent Stabilization Ordinance also includes a variety of enforcement remedies ranging from criminal prosecution—a declaration that is necessary for the City to utilize its authority to issue administrative citations—to a civil action for injunction by the City for injunctions to stop and prevent violations or for monetary damages.

Rent Program Fee and Registration Requirement

The Rent Stabilization Ordinance establishes a regulatory fee charged to landlords to fund the Rent Stabilization Ordinance program for the sole purpose of reimbursing the City for the costs of administering this Rent Stabilization Ordinance. The fee will be imposed on each rental unit and paid by landlords. Landlords subject to this Rent Stabilization Ordinance will be required to register all units subject to the Rent Stabilization Ordinance with the City and pay the Rent Program Fee at such time and in such manner as established by City Council resolution.

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
- B. AB 1482: The Tenant Protection Act of 2019
- C. The Costa-Hawkins Rental Housing Act (1995)
- D. The Ellis Act (1985)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADDING TITLE 11, CHAPTER 1 TO THE ANTIOCH MUNICIPAL CODE
ESTABLISHING RENT STABILIZATION REGULATIONS
INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE
INCREASES THAT EXCEED THE LESSER OF THREE PERCENT (3%) OR SIXTY
PERCENT (60%) OF THE CONSUMER PRICE INDEX ANNUALLY**

WHEREAS, the City Council of the City of Antioch (“City”) hereby finds, determines, and declares as follows:

- A. The increased cost burdens of rent and increased risk of displacement and overcrowding faced by many residents in the City threaten public health, safety, and welfare. Many City residents are struggling to pay for rent, food, clothing, and medical care for themselves and their families. The specter of eviction and increased homelessness for inability to pay rent looms as a further threat to public health, safety, and welfare in the City.
- B. The Area Median Income (“AMI”) for a household of four in the Oakland-Fremont Metro Area is \$125,600.¹ Households that earn less than 30% AMI are considered “extremely low-income,” and 18.5% or 6,233 households in the City meet this criteria. Most are renters. Conversely, the 41.5% of households in the City that earn more than 100% AMI also constitute the largest proportion of homeowners. The City is home to 49,236 employed residents, two-thirds of whom earn less than \$50,000 per year.
- C. Household income disparity is even more prevalent for City seniors, 41.2% of which are people of color, who often live on fixed incomes and are more likely to have disabilities, chronic health conditions, and/or reduced mobility. Approximately 44% of seniors making less than 30 percent of AMI are spending the majority of their income on housing, while 91% of seniors making more than 100% of AMI spend less than 30% of their income on housing and thus are not considered cost burdened. The largest proportion of senior households who rent are extremely low-income.
- D. Large family households, defined by the U.S. Census Bureau as households containing five or more persons, are also cost burdened at a higher rate due to the higher costs required for homes with multiple bedrooms and which can increase the risk of housing insecurity. Approximately 40% of large family households in the City are cost burdened, almost half of which is “severely cost burdened,” meaning the households pay more than half of their income on housing. Citywide, 21.3% of all households spend more than 50% of their income on housing.

¹ Data sources and additional information can be found in Chapter 2, Housing Needs Assessment, of the Draft Antioch Housing Element 2023-2031. Implementing Program 5.1.9 in Chapter 7 of the draft Housing Element, entitled “Tenant Protections” and pertaining to Goal 5, Fair Housing, further provides that the City will “[p]ursue the development of citywide tenant protection policies for consideration by the City Council” to address, among other things, rent stabilization.

- E. Households headed by women are also disproportionately impacted by increasing housing costs. This segment constitutes 20.4% of all households in the City, which is significantly higher than the country (12.2% of households) and the larger Bay Area region (10.4% of households). Pervasive gender equality may result in lower wages for these households, and women with children face the added barrier of childcare costs to securing adequate employment. As a result, 32.7% of households in the City headed by women with children fall below the Federal Poverty Line compared to 8.1% percent households headed by women *without* children.
- F. The City's housing stock consists of 34,028 units, approximately a quarter of which are attached to another unit. Of the 97% of total units that are occupied, 40% are occupied by a renter. Rental prices increased by 50.8% from 2009 to 2019. To rent a typical apartment in the City without cost burden, defined by the U.S. Department of Housing and Urban Development (HUD) as less than 30% of household income, a household would need to make \$64,560 per year.
- G. No neighborhoods in the City are identified as "Highest Resource" or "High Resource" areas by State-commissioned research, while 89.6% of residents live in areas identified by this research as "Low Resource" or "High Segregation and Poverty" areas. These neighborhood designations are based on a range of indicators, including education, poverty, proximity to jobs and economic opportunities, low pollution levels, and other factors. Research reveals 31.3% of households in the City live in neighborhoods that are susceptible to or experiencing displacement, and 19.2% live in areas at risk of or undergoing gentrification.
- H. The housing rent burden faced by many residents in the City 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, contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children, and impacts renters' credit histories and ability to rent and find employment opportunities. Increasing the number of City residents who are unhoused, particularly elderly residents who may need medical or other care, could create a public health and safety risk.
- I. 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. It is the intent of the City Council that this ordinance complies with the Costa-Hawkins Rental Housing Act, and all other applicable state and federal laws.
- J. The economic conditions and recognized housing shortage in the Bay Area have the potential to detrimentally impact a substantial number of City residents and impose a particular hardship on senior citizens, persons living on fixed incomes, and other vulnerable persons living in the City.
- K. 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 establish rent

stabilization policies protecting residents while ensuring that the Landlords of residential real property may earn a fair and reasonable return on their property.

- L. At the City Council meetings on June 14, 2022, June 28, 2022, and July 27, 2022, the City Council discussed and received public comment concerning tenant protections, including policies regulating rent increases on residential properties in the City.
- M. 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.
- N. 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 Landlords 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.
- O. 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 the Bay Area, including the East Bay and Contra Costa County, significant rent increases will impact a substantial number of residents in the City 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 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, property 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.
- P. This recitals for this ordinance, any amendments or supplements, and oral testimony provided on June 14, 2022, June 28, 2022, July 27, 2022, August 23, and September 13, 2022, shall be incorporated herein by this reference, and, shall constitute the necessary findings for this ordinance.
- Q. 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.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH
HEREBY ORDAINS as follows:**

- Section 1** The recitals and statements of fact set forth in the preamble to this ordinance, above, are true and correct, constitute a substantive part of this ordinance, and are incorporated herein by reference.
- Section 2** Title 11, entitled “Tenant Protections,” is hereby added to the Antioch Municipal Code.
- Section 3** Chapter 1, entitled “Rent Stabilization,” is hereby added to Title 11, Tenant Protections, of the Antioch Municipal Code to read as follows:

**CHAPTER 1
RENT STABILIZATION**

§ 11-1.01. TITLE; REFERENCE TO CHAPTER.

This Chapter 1 shall be known as the “Rent Stabilization Ordinance”.

§ 11-1.02. APPLICATION; DEFINITIONS.

(A) The provisions of this Rent Stabilization Ordinance are applicable to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by § 11-1.06. This Rent Stabilization Ordinance shall be interpreted and administered in a manner consistent with the Costa-Hawkins Rental Housing Act codified in California Civil Code Section 1954.50, *et seq.* (“**Costa-Hawkins**”), if any conflict exists between the provisions of Costa-Hawkins and this ordinance, Costa-Hawkins shall prevail.

(B) For the purposes of this Rent Stabilization Ordinance, “**Landlord**” shall mean an owner of record, lessor, sublessor or any other person, entity, or nonnatural person entitled to receive Rent for the use or occupancy of any dwelling place subject to this Rent Stabilization Ordinance, or an agent representative, affiliate, member, shareholder, trustee, or successor of any of the foregoing. If an owner of a rental unit is other than a single natural person, then all entities and persons that share ownership and/or control (direct or indirect) of the units under this Rent Stabilization Ordinance shall be considered one and the same Landlord.

(C) 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 Landlord under an agreement concerning the use or occupancy of residential real property, including without limitation all payment and consideration demanded or paid for parking, pets, furniture, and subletting.

§ 11-1.03. LIMIT ON RENTAL RATE INCREASES.

Increases in Rent on residential real property in the City may not exceed the lesser of three percent (3%) or sixty percent (60%) of the most recent 12-month increase in the Consumer Price

Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics. Only one Rent increase in any twelve (12) month period is permitted.

§ 11-1.04. REASONABLE RATE OF RETURN.

This Rent Stabilization Ordinance allows for an annual adjustment of residential real property Rent of up to the exceed the lesser of three percent (3%) or sixty percent (60%) of the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics pursuant to § 11-1.03. Such an increase is found and determined to provide a just and reasonable return on a Landlord'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, any Landlord who contends that the limit on rental increases set forth in § 11-1.03 will prevent the Landlord from receiving a fair and reasonable return on the property may petition for relief from the cap set forth in § 11-1.03 pursuant to the procedures set forth in § 11-1.05.

§ 11-1.05. TENANT PETITION FOR RENT REDUCTION AND LANDLORD PETITION FOR RENT INCREASE.

(A) A tenant may petition for a reduction of rent ("**Rent Reduction Petition**") if the tenant believes that the Landlord has charged the tenant a higher rent than is permitted by the Rent Stabilization Ordinance. The Landlord shall be informed of the tenant's complaint and shall have the opportunity to respond to the tenant's claim of rent overcharge.

- (1) Such Rent Reduction Petition shall be on an application form prescribed by the City Manager or designee and shall be decided by a Hearing Officer subject to § 1-6.01 designated by the City Attorney.
- (2) The tenant shall provide a copy of any Rent Reduction Petition submitted to the City to the applicable Landlord and shall provide the City with proof of completing such service to the applicable Landlord. The Landlord shall have thirty (30) days from the date of receiving the Rent Reduction Petition to reply or provide additional materials to the City in response to the Rent Reduction Petition.
- (3) The tenant shall bear the burden of establishing that a rent reduction is necessary to comply with the City's Rent Stabilization Ordinance by providing information including the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges.

(B) The factors the Hearing Officer may consider in deciding a Rent Reduction Petition shall be matters related to the Landlord's failure to comply with the City's Rent Stabilization Ordinance and regulations. For example, the amount of rent that the Landlord has actually demanded, accepted, or retained from the tenant exceeds the amount of rent that the Landlord could lawfully charge.

(C) A Rent Reduction Petition shall be decided by the Hearing Officer within sixty (60) calendar days of the date that the application has been deemed complete, including submission of proof of service of the Rent Reduction Petition on the applicable Landlord(s), unless an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the applicable tenant(s), the designated representative of the tenant(s), the subject Landlord, and the Landlord's designated representative(s) for the Rent Reduction Petition, if any. The decision of the Hearing Officer shall be final and not appealable.

(D) A Landlord may petition for a Rent increase in excess of that provided in § 11-1.03 in order to obtain a fair and reasonable return on the Landlord's property ("**Fair Return Petition**").

- (1) Such Fair Return Petition shall be on an application form prescribed by the City Manager or designee and shall be decided by a Hearing Officer subject to § 1-6.01 designated by the City Attorney.
- (2) The Landlord shall provide a copy of any Fair Return Petition submitted to the City to the applicable tenant(s) and shall provide the City with proof of completing such service to the applicable tenant(s). The tenant(s) shall 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.
- (3) The Landlord shall bear the burden of establishing that a rate increase in excess of that provided in § 11-1.03 is necessary to provide the Landlord with a fair and reasonable return on the property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, the Landlord will not realize a fair and reasonable return on the property.
- (4) The Landlord 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 Hearing Officer 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 Landlord's request. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the Landlord, and the Fair Return Petition shall not be processed until the Landlord has paid to the City the estimated cost of the complete analysis. City will provide the Landlord 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 Landlord. If additional funds are required, payment will be required before the Landlord receives the determination on the Fair Return Petition from the City.

(E) The factors the Hearing Officer may consider in deciding a Fair Return Petition include, but are not limited to, the following:

- (1) Changes in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics arising after commencement of the tenancy.
- (2) The length of time since the last determination by a Hearing Officer on a Rent increase application, or the last Rent increase if no previous Rent increase application has been made, after commencement of the tenancy.
- (3) The completion of any capital improvements to the residential real property specified in the Fair Return Petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the Hearing Officer deems appropriate, arising after commencement of the tenancy and averaged on a per-unit basis and amortized over a period of not less than sixty (60) months.
- (4) Documented rehabilitation work averaged on a per-unit basis and amortized over a period of not less than thirty-six (36) months.
- (5) Changes in property taxes or other taxes related to the subject residential real property arising after commencement of the tenancy.
- (6) Changes in the utility charges for the subject residential real property by the Landlord, and the extent, if any, of reimbursement from the tenants arising after commencement of the tenancy.
- (7) Changes in reasonable operating and maintenance expenses arising after commencement of the tenancy.
- (8) The need for repairs caused by circumstances other than ordinary wear and tear arising after commencement of the tenancy.
- (9) The amount and quality of services provided by the Landlord to the affected tenant(s) arising after commencement of the tenancy.

(F) A Fair Return Petition shall be decided by the Hearing Officer within ninety (90) calendar days of the date that the application has been deemed complete, including submission of proof of service of the Fair Return Petition on the applicable tenant(s), unless the Landlord has failed to pay all applicable costs associated with the City's review of the Fair Return Petition or an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the subject Landlord, the Landlord'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 Hearing Officer shall be final and not appealable.

§ 11-1.06. EXEMPTIONS.

(A) Pursuant to Costa-Hawkins, the provisions of this Rent Stabilization Ordinance regulating the amount of Rent that a Landlord may charge shall not apply to the following:

- (1) Any residential real property that has a certificate of occupancy issued after February 1, 1995 (California Civil Code Section 1954.52(a)(1));
- (2) Any residential real property that 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 California Business and Professions Code.
- (3) Any other residential real property for which Rent may not be regulated by the City pursuant to Costa-Hawkins.

(B) The provisions of this Rent Stabilization Ordinance regulating the amount of Rent that a Landlord may charge shall not apply to the following:

- (1) A unit owned, operated, or managed by a governmental unit, agency, or authority, or that is specifically exempted from municipal Rent regulation by state or federal law or regulation.
- (2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- (3) Mobile homes located in mobile home parks.
- (4) 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 30 consecutive calendar days or less, counting portions of calendar days as full days; and other transient occupancies as defined in California Civil Code Section 1940, subdivision (b).
- (5) 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.
- (6) A unit that the property Landlord or the property Landlord's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the property Landlord or the property Landlord's immediate family continues in occupancy.
- (7) Units within a dwelling unit, if the dwelling unit is the principal residence of a Landlord, and that Landlord shares the bathroom or kitchen facilities with the tenant.

§ 11-1.07. RENT INCREASE INEFFECTIVE; NO WAIVER.

- (A) No Rent increase shall be effective if the Landlord:

- (1) Fails to substantially comply with all provisions of this Rent Stabilization Ordinance, as that Ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the service of the tenant with a legally required notice of a rent increase under State law, the registration of all Rental Units and payment of all Rent Program Fees set forth in the City's Master Fee Schedule; or
- (2) 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
- (3) Fails to make repairs ordered by the City or court of competent jurisdiction.

(B) Any waiver or purported waiver by a tenant of rights granted under this article prior to the time when such rights may be exercised shall be void as contrary to public policy.

(C) If a tenant reasonably believes a Landlord has increased the tenant's Rent in violation of this section, the tenant may submit to the City a Petition to Determine Compliance for consideration by a Hearing Officer designated by the City Attorney. The Landlord shall have an opportunity to respond to the Petition to Determine Compliance and to participate in the administrative proceeding. The City Attorney shall promulgate administrative regulations to effectuate this section, in addition to those authorized by § 1-6.01 (Antioch Municipal Code). The decision of the Hearing Officer shall be final and not appealable.

§ 11-1.08. NOTICE REQUIREMENTS.

(A) On or before the date of commencement of a tenancy, the Landlord of any residential real property subject to this Rent Stabilization Ordinance shall deliver to the tenant written notice of the following in a form prescribed by the City:

- (1) The tenancy is regulated by this Rent Stabilization Ordinance, Antioch Municipal Code, Title 11, Chapter 1; and
- (2) The tenant has a right to submit a complaint to the City pursuant to § 11-1.11 for Rent charged in violation of this Rent Stabilization Ordinance; and
- (3) The Landlord has a right to respond to any Rent Reduction Petition filed by the tenant with the City pursuant to § 11-1.05.
- (4) The tenant has a right to respond to any Fair Return Petition filed by the Landlord with the City pursuant to § 11-1.05.

(B) At the same time and with any notice to increase Rent, the Landlord must deliver written notice of the following:

- (1) The tenancy is regulated by this Rent Stabilization Ordinance, Antioch Municipal Code, Title 11, Chapter 1; and
- (2) The tenant has a right to submit a complaint to the City pursuant to the procedures established pursuant to § 11-1.11 for Rent charged in violation of this Rent Stabilization Ordinance; and
- (3) The tenant has a right to respond to any Fair Return Petition filed by the Landlord with the City pursuant to § 11-1.05; and
- (4) No Rent increase is effective unless and until the requirements of this Rent Stabilization Ordinance have been met.

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

§ 11-1.09. VIOLATIONS; REMEDIES.

(A) It shall be unlawful for any person to violate or fail to comply with any provision of this Rent Stabilization Ordinance, including charging increased Rent in violation of this Rent Stabilization Ordinance or a determination by a Hearing Officer.

(B) Any person who violates or aids or incites another person to violate the provisions of this Rent Stabilization Ordinance is liable for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved party (including damages for mental or emotional distress), or for statutory damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the maximum amount that could be lawfully demanded, accepted, or retained, or for statutory damages in the sum of one thousand dollars (\$1,000), whichever is greater, and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the Landlord acted in knowing violation of or in reckless disregard of this Rent Stabilization Ordinance. The trier of fact may also award punitive damages to any plaintiff, including the City, in a proper case as defined by Civil Code Section 3294.

(C) Any person who is convicted of violating this Rent Stabilization Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not greater than one thousand dollars (\$1,000) or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

(D) Any person, including the City, may enforce the provisions of this Rent Stabilization Ordinance by means of a civil action. The burden of proof in such cases shall be by preponderance of the evidence. A violation of this Rent Stabilization Ordinance may be asserted as an affirmative defense in an unlawful detainer action.

(E) Any person who commits an act, proposes to commit an act, or engages in any pattern and practice that violates this Rent Stabilization Ordinance may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest of the protected class.

(F) This Rent Stabilization Ordinance may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein, which shall be in addition to any other existing remedies which may be available. The prevailing party in any civil action brought pursuant to this section shall be entitled to recover reasonable attorneys' fees and costs.

§ 11-1.10. RENT PROGRAM FEE AND REGISTRATION REQUIREMENT.

For the sole purpose of reimbursing the City for the costs of administering this Rent Stabilization Ordinance, there is hereby imposed on each rental unit, subject to the provisions of this Rent Stabilization Ordinance, a regulatory fee to cover the costs to provide and administer the programs created by this Chapter in such amount as the City Council may establish by resolution from time to time. Landlords subject to this Rent Stabilization Ordinance shall register all units subject to this ordinance with the City and pay the Rent Program Fee at such time and in such manner as established by City Council resolution.

§ 11-1.11. IMPLEMENTATION.

The City Manager and City Attorney shall take or cause to be taken such actions necessary to implement this Rent Stabilization Ordinance and effectuate the intent of the City Council in adopting this Rent Stabilization Ordinance, including the preparation of informational materials and forms and promulgation of administrative regulations. The City Manager shall designate a City department to provide information and receive tenant complaints pertaining to violation of this ordinance.

Section 4 Chapter 6, entitled "Hearing Procedures, Hearing Officers' Decisions and Administrative Regulations," is hereby added to Title 1, General Administration, of the Antioch Municipal Code to read as follows:

**CHAPTER 6
ADMINISTRATIVE HEARINGS; REGULATIONS**

§ 1-6.01. HEARING PROCEDURES, DECISIONS, AND ADMINISTRATIVE REGULATIONS.

(A) In any administrative proceeding conducted under this code by a Hearing Officer or Hearing Examiner:

- (1) The Hearing Officer or Hearing Examiner shall have no authority to consider the constitutionality of any Federal, State, or local law or regulation.

(2) The Hearing Officer or Hearing Examiner, in the performance of duties, shall comply with all applicable Federal, State, and local laws, regulations and codes of conduct.

(B) No administrative decision issued by a Hearing Officer or Hearing Examiner shall establish legal precedent applicable beyond the case presented by the decision.

(C) No administrative decision shall be cited as controlling or persuasive legal precedent in any subsequent administrative hearing in a separate case.

(D) This section shall not preclude the use of an administrative decision to establish factual issues, such as showing a pattern or practice in any proceeding.

(E) The City Attorney or designee may promulgate administrative regulations to implement the administrative hearing procedures set forth in this Chapter. Such regulations may set forth instructions relating to topics such as conflicts of interest, disqualification and selection of Hearing Officer or Hearing Examiners.

Section 5 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 6 If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

Section 7 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.

* * * * *

ATTACHMENT A

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:

ABSTAIN:

ABSENT:

Lamar A. Thorpe
Mayor of the City of Antioch

ATTEST:

Elizabeth Householder, MPP
City Clerk of the City of Antioch

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.	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. 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.
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.	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. 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.
Intent to demolish or to substantially remodel the property.	“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.

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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.)

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

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brad Helfenberger, Parks and Recreation Director 

SUBJECT: Addendum to License Agreement with Pacific Gas and Electric for a Community Resource Center at the Nick Rodriguez Community Center

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an Addendum to the License Agreement between the City of Antioch and Pacific Gas and Electric Company to provide a Community Resource Center (CRC) at the Nick Rodriguez Center parking lot during Emergency Events, and
2. Authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

There is no direct fiscal impact to the City Budget. PG&E funds all needed resources to establish a CRC as well as pays a daily fee to the City in the event the Community Resource Center is activated.

DISCUSSION

At the Regular Meeting of August 25, 2020, the City Council of the City of Antioch adopted resolution 2020/132 approving an agreement with PG&E to provide an indoor Community Resource Center (CRC) at the Nick Rodriguez Community Center during public safety shutoff events.

Under the agreement, PG&E has installed equipment at the Nick Rodriguez Community Center that allows an external generator to power the Multipurpose Room during a power outage. When the CRC is activated, PG&E will provide the generator and pay the City \$500 per day for use of the multipurpose room.

PG&E is now requesting an addendum to the agreement to expand this use to include "Emergency Events" which include, but are not limited to, a significant earthquake, wildland fire, major heat event or winter storm requiring a warming or cooling center,

wind event of over forty (40) miles per hour, major gas leak or gas-related fire, cyber incident that slows system response times, or other events of this scale.

ATTACHMENTS

- A. Resolution
- B. License Agreement Addendum
- C. Original Agreement

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN ADDENDUM TO THE LICENSE AGREEMENT WITH PACIFIC GAS
AND ELECTRIC TO PROVIDE AN OUTDOOR COMMUNITY RESOURCE CENTER
DURING EMERGENCY EVENTS AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

WHEREAS, on September 2, 2020, the City of Antioch entered into a license agreement with Pacific Gas and Electric to provide an indoor Community Resource Center ("CRC") at the Nick Rodriguez Community Center during public safety power shutoffs (the "License Agreement" or "Attachment C");

WHEREAS, Pacific Gas and Electric requested an addendum to the License Agreement to operate the CRC during emergency events in addition to public safety power shutoffs ("Attachment B"); and

WHEREAS, the City of Antioch desires to expand the services provided by the CRC to include emergency events.

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

1. Approves an addendum to the License Agreement between the City and Pacific Gas and Electric, in substantially the form of Attachment B, to provide a CRC at the Nick Rodriguez Community Center during emergency events.
2. Authorizes the City Manager to execute the addendum to the License Agreement subject to approval of form by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ADDENDUM TO LICENSE AGREEMENT (PUBLIC SAFETY POWER SHUTOFF)

This Addendum to the LICENSE AGREEMENT (PUBLIC SAFETY POWER SHUTOFF) ("License") dated _____, is entered into by and between the _____, ("LICENSOR") and Pacific Gas and Electric Company, a California corporation, ("PG&E"),

Through this Addendum, PG&E desires, and LICENSOR is willing, to modify the License regarding the certain real property commonly known as _____, [Address], Assessor's Parcel Number _____, hereinafter called the "Property," located in the City of _____, County of _____, State of California, and grant the additional rights as follows:

LICENSOR grants to PG&E, PG&E's Representatives, and PG&E's customers the right to use the License Area and certain interior areas of the Property in connection with an Emergency Event. For purposes of this License Agreement, an "Emergency Event" means an event, natural or human-caused, that requires an emergency response to protect life or property and is not a PG&E designated Public Safety Power Shutoff event. Examples of Emergency Events include but are not limited to a significant earthquake, wildland fire, major heat event or winter storm requiring a warming or cooling center, wind event of over forty (40) miles per hour, major gas leak or gas-related fire, cyber incident that slows system response times, or other events of this scale.

For an Emergency Event, PG&E shall be subject to the same PSPS Event terms and conditions set forth in the License.

NOW, THEREFORE, PG&E and LICENSOR agree that the License shall be modified in the manner and to the extent hereinbefore stated and LICENSOR hereby grants to PG&E the rights necessary to effect such modification.

Except as expressly set forth herein, this Addendum shall not in any way alter, modify, or terminate any provision of the License.

This Addendum may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Addendum and shall have the same force and effect as a manually executed original.

"PG&E"**"LICENSOR"**

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this 2nd day of September, 2020 (the "**Effective Date**") by the CITY OF ANTIOCH, an incorporated city in the State of California, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**."

R E C I T A L S:

A. LICENSOR owns that certain real property commonly known as the Nick Rodriguez Community Center, located at 213 F. Street, in the City of Antioch, State of California, Contra Costa County Assessor's Parcel Numbers 066-053-002-3, 066-053-011-4, and 066-054-004-8, hereinafter called the "**Property**." The Property includes a parking lot ("**Parking Lot**") containing approximately fifty (50) parking spaces.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**"). For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") and PG&E's customers the right to use the License Area described in **EXHIBIT A** attached hereto (the "**License Area**") and certain interior areas of the Property in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area, and the right to use certain exterior areas of the Property as set forth below. All of the activities of PG&E and PG&E's Representatives pursuant to this License Agreement are referred to herein as "**PG&E's Activities**."

2. Use of License Area and Interior Common Areas of the Property. During Use Days (as defined in Section 5 below), PG&E and PG&E's Representatives and customers shall have the exclusive right to use the License Area as a customer resource center. Services to be provided in the License Area may include, among other things, providing PG&E customers with water and snacks and the ability to charge phones and get up-to-date information on outages. PG&E and PG&E's Representatives shall have the right to set up tables and chairs in the License Area. In addition to the exclusive use of the License Area, PG&E and PG&E's Representatives and customers shall have the nonexclusive right, during Use Days, to use lobbies, hallways, stairways, elevators (if operational), restrooms, and other interior common areas of the Property. PG&E and

PG&E's Representatives shall also have the right to install temporary directional signage in the common areas of the Property.

3. Staging Area; Parking.

(a) Staging Area. During Use Days, PG&E and PG&E's Representatives shall have the exclusive right to use the exterior area of the Property shown on **EXHIBIT A** (the "**Staging Area**") to support the operation of an indoor customer resource center in the case of a PSPS Event. PG&E and PG&E's Representatives shall have the right to set up tents, install trailers, portable toilets, fencing, and temporary signage, park mobile vehicle units and other vehicles, and deliver and stage equipment, supplies and materials in the Staging Area.

(b) Parking. PG&E and PG&E's Representatives and customers shall have the non-exclusive right to park vehicles in portions of the Parking Lot shown on **EXHIBIT A** during Use Days.

(c) Personnel. PG&E, in its sole discretion, may elect to engage uniformed, unarmed personnel to be present in the Parking Lot and Staging Area during Use Days.

4. Generator. Subject to the terms and conditions of this Section 4, LICENSOR grants PG&E and PG&E's Representatives a license to install, maintain, operate, repair, and replace a generator and related equipment (collectively, the "**Generator**") in the exterior area of the Property shown on **EXHIBIT A** attached hereto (the "**Generator Site**"). At PG&E's option, PG&E or PG&E's Representatives may install fencing, bollards, or other barriers around the Generator Site. LICENSOR grants to PG&E and PG&E's Representatives exclusive use of the Generator Site. PG&E anticipates that the Generator may remain in place from approximately June 1 until December 31 of each year, and PG&E and PG&E's Representatives shall have the right, without prior notice to LICENSOR, to enter the Property at all times to access the Generator. PG&E, at its sole cost and expense, shall be responsible for obtaining all required permits for the Generator and complying with all laws relating to the Generator. Notwithstanding the definition of PG&E's Activities, the presence of the Generator on the Property and activities related to the Generator shall not be considered PG&E's Activities solely for purposes of determining Use Days, and PG&E shall not be required to pay any additional license fees or other sum in connection with the Generator. The Generator is solely for the benefit of PG&E and PG&E's customers. PG&E makes no representations or warranties to LICENSOR regarding the operation, capacity, or condition of the Generator, and PG&E shall have no liability to LICENSOR in connection with any failure or malfunction of the Generator. However, PG&E shall indemnify, defend and hold harmless LICENSOR from any and all Claims (as defined in Section 10 below) related to (i) injury to or death of persons or (ii) damage to property. Promptly after the expiration of the term of this License Agreement, PG&E or PG&E's Representatives shall remove the Generator and any barriers installed by PG&E or PG&E's Representatives.

5. Term. This License Agreement shall be for a term of ten (10) years, commencing on August 26, 2020 (the "**Commencement Date**"), and expiring on August 25, 2030 (the "**Termination Date**"). Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area and the Staging Area on an occasional basis, if at all, for periods of approximately two (2) to ten (10) days at a time. The days (including any partial days) during

which any of PG&E's Activities are occurring in or on the License Area or the Staging Area are referred to herein as "**Use Days**." During Use Days, PG&E shall have the exclusive right to use the License Area and the Staging Area twenty-four (24) hours per day.

6. License Fee. PG&E shall pay a license fee ("**License Fee**") of Five Hundred Dollars (\$500.00) per day for each Use Day.

7. Priority Scheduling. PG&E shall give LICENSOR at least twenty-four (24) hours' prior notice (the "**PSPS Notice**") of the dates and times that PG&E desires to access and use the Property in connection with a PSPS Event. Within four (4) hours after receipt of a PSPS Notice, LICENSOR shall confirm receipt of the PSPS Notice. PG&E's use of the Property in connection with a PSPS Event shall take priority over other uses and events. If another use or event is scheduled at the Property that would conflict with PG&E's use of the Property during the dates and times specified in the PSPS Notice, LICENSOR shall cancel such event and indemnify and defend PG&E from any and all Claims related to such cancellation. LICENSOR acknowledges that PG&E may give LICENSOR multiple PSPS Notices during any calendar year.

8. Use of License Area and Staging Area.

(a) As Is. PG&E accepts the License Area and the Staging Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area and the Staging Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area and the Staging Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time, and such alterations, repairs and/or improvement shall be made at PG&E's sole cost and expense and PG&E shall pay the full cost thereof within thirty (30) days of invoice therefor. Except in the event of an emergency, PG&E shall not make any alterations, repairs or improvements to the Property without the prior written consent of LICENSOR, which consent may be withheld in LICENSOR's sole discretion.

(b) Use. PG&E shall exercise due care in the conduct of PG&E's Activities in the License Area and the Staging Area. Without limiting the generality of the preceding sentence, PG&E shall maintain the License Area and the Staging Area in neat and orderly condition during Use Days; provided, however, that LICENSOR, as part of the License Fee and without additional compensation, shall provide all necessary janitorial services to the License Area and common areas during Use Days, including, but not limited to, removing trash and stocking restrooms with supplies. PG&E shall not use the License Area or the Staging Area or permit anything to be done in or about the License Area or the Staging Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area or the Staging Area. During Use Days, PG&E shall not allow the License Area or the Staging Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area or the Staging Area.

(c) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or

materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

(d) Restoration. Upon PG&E's ceasing to use the License Area and the Staging Area in connection with a particular PSPS Event, PG&E shall remove all personal property of PG&E from the License Area, remove all vehicles, personal property, debris and waste material of PG&E and PG&E's Representatives from the Staging Area, and repair and restore the License Area and the Staging Area to the condition that existed prior to PG&E's entry hereunder.

9. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

10. Indemnity. Except to the extent caused by the active negligence or intentional misconduct of LICENSOR, its officers, agents, or employees, PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") arising from or relating to PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims relating to (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to the property of LICENSOR, and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. In no event, however, shall PG&E be liable for any indirect or consequential damages or for loss of profits or other revenue, loss of goodwill, or loss of use. The indemnification obligations of PG&E under this Section 10 shall survive the expiration or earlier termination of this License Agreement.

11. Insurance. PG&E shall at all times during the Term of this License Agreement, self-insure for PG&E's Activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

12. Alterations to Property. LICENSOR hereby grants PG&E and PG&E's Representatives the right to perform, at PG&E's sole cost and expense, the alterations to the Property described in **EXHIBIT D** attached hereto. PG&E or PG&E's Representatives will coordinate the scheduling of the performance of such alterations with LICENSOR.

13. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations

hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Interpretation. This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

(g) Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

EXHIBIT A – License Area

- Staging Area
- Parking Lot
- Generator Site

EXHIBIT B – Notices

EXHIBIT C – Statement of Self-Insurance Program

EXHIBIT D – ADA and Electrical Alterations

(h) Electronic Signatures. This License Agreement may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(i) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(j) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes

the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: E-SIGNED by Chris Medders
on 2020-09-02 04:17:55 GMT

Name: Chris Medders _____

Its: Land Acquisition Manager _____

Date: September 02, 2020

"LICENSOR"

CITY OF ANTIOCH, an incorporated city in
the State of California

By: E-SIGNED by Rowland Bernal
on 2020-09-17 18:52:24 GMT

Name: Rowland E. Bernal, Jr. _____

Its: City Manager _____

Date: September 17, 2020

ATTEST

By: E-SIGNED by Christina Garcia
on 2020-09-22 21:04:01 GMT
Arne Simonsen, MMC, City Clerk

APPROVED AS TO FORM

By: E-SIGNED by Thomas Lloyd Smith
on 2020-09-03 17:23:46 GMT
Thomas Lloyd Smith, City Attorney

APPROVED AS TO CONTENT

By: N.K.

Nancy Kaiser

EXHIBIT A

Nick Rodriguez Community Center, 213 F. Street, Antioch, CA 94509



EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 9 of the License Agreement, shall be sent to Nancy Kaiser at the following email address:

nkaiser@antiochca.gov.

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

1. Parks and Recreation Director
Nancy Kaiser
nkaiser@antiochca.gov
(925) 779-7078 Office
(925) 437-2924 Cell

2. Deputy Public Works Director
Mike Bechtholdt
mbechtholdt@antiochca.gov
(925) 813-2965 Cell

3. Public Works Director
John Samuelson
jsamuelson@antiochca.gov
(925) 779-6958 Office
(916) 873-6403 Cell

4. Recreation Supervisor
Montserrat Cabral
mcabral@antiochca.gov
(925) 779-7077 Office
(732) 213-8582 Cell

5. Operations Supervisor
Carlos Zepeda
czepeda@antiochca.gov
(925) 779-6967 Office
(925) 382-6261 Cell

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 9 of the License Agreement shall be sent to Lauren Ruby at the following email address: lauren.ruby@pge.com, cc'ing CRCHelp@pge.com.

EXHIBIT C



**Pacific Gas and
Electric Company®**

EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

Issued to: To Whom It May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.


JANAIZE MARKLAND
Director of EORM & Insurance
Pacific Gas & Electric Company

EXHIBIT D

ADA AND ELECTRICAL ALTERATIONS

Electrical Scope of Work to back up License Area only:

- Install a new 400A automatic transfer switch (“ATS”) & 400A distribution panel mounted in adjacent meeting room near electric room
- Install new raceway between existing gear and out to ATS location
- Install (2) new 30A breakers in new dist. panel
- Provide 400A Generator docking station (to be mounted on top of landscaping area in front of generator site) and grounding
- Note: a temporary shutdown may be required during installation, testing and/or inspection of electric facilities

ADA Scope of Work:

- None

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Resolution Approving a Fifth Amendment to the Professional Services Contract with 4Leaf, Inc. to provide support to the Building Inspection Services Division of the Community Development Department and Authorizing the City Manager to enter into the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving an amended agreement with 4 Leaf, Inc., in substantially the form attached as Attachment A, to provide contract services at the Community Development Technician and Building Inspector level through June 30, 2023 in the increased amount of \$300,000 for an amount not to exceed \$900,000, and
2. Authorizing the City Manager to execute the amended agreement.

FISCAL IMPACT

The Building Inspection Services Division collects revenue through intake of every building permit. These funds are budgeted to offset many costs associated with the day-to-day operations of the Building Inspection Service Division. Funding for this contract will be offset by salary savings in the FY2022-23 General Fund Building Division budget.

DISCUSSION

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

To maintain necessary building inspection services, the Community Development Department maintains a Professional Service Agreement with 4Leaf, Inc. (4Leaf) for building inspection, technician, and plan check services. That agreement is currently used to provide two contract Building Inspectors and one contract Permit Technician. The Community Development Department is spending approximately \$40,000 per month on these contract positions.

L
Agenda Item #

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

The proposed extension will extend the contract to June 30, 2023 and will add \$300,000 to the contract. The use of contract staff will be reduced as the budgeted positions are filled.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2022/**

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

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

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

WHEREAS, the Building Inspection and supportive technician positions are essential to the operation of the Community Development Department;

WHEREAS, 4Leaf, Inc. has been providing a contract Permit Technician to provide the services of a Community Development Technician and two Building Inspectors under an existing Professional Services Agreement that have each acquired unique and specific skills related to the operation of the City of Antioch Building Inspection Services Division; and

WHEREAS, continued contract support for the Building Inspection Services Division is now requested to sustain business operations and reduce the potential for City business interruptions.

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

1. Approves a fifth amendment to the agreement with 4Leaf, Inc., in substantially the form attached as Exhibit 1, to provide continued contract services at the Community Development Technician, Building Inspector, and Building Inspection Services Manager levels through June 30, 2023 in an amount of \$300,000 for an amount not to exceed \$900,000, and
2. Authorizes the City Manager to execute the Fifth 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 13th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT 1 SCOPE OF SERVICES

Consultant has 3 key tasks:

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

Services

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

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

2. Plan Review Services

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

SCOPE OF SERVICES

- Plan Reviews will be subject to the following turn-around times (Turn-Around Times may vary with the complexity and magnitude of the projects):
 - Residential.....Up to 10 Days
 - Multi-Family.....Up to 10 Days
 - Commercial.....Up to 10 Days
 - Industrial.....Up to 10 Days

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

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

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

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

3. Building Inspection Management Services

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

Fee Schedule

FY2022-2023 FEE SCHEDULE & BASIS OF CHARGES

For the City of Antioch

All Rates are Subject to Basis of Charges

NATURE OF SERVICES	COST STRUCTURE
As-Needed Building, Planning, and Fire Services Plan Review	Plan Review Percentage Cost: 70% Plan Review Hourly Cost: \$110 Non-Structural Review, \$140 Structural Review CASp Review: \$155/hour <i>*Percentages excludes Civil & Fire plan review, which is billed on an hourly basis.</i> <i>*Fee includes initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.</i> <i>* Fee includes shipping, courier, and electronic service.</i>

Fee Structure for Building Personnel

Building Official.....	\$145/hour
Senior Combination Building Inspector (Building Inspector III).....	\$120/hour
Commercial Building Inspector (Building Inspector II)	\$95/hour
Residential Building Inspector (Building Inspector I)	\$85/hour
Code Enforcement	\$90/hour
Senior Code Enforcement.....	\$130/hour
CASp Review/Inspection	\$155/hour
Plans Examiner (Structural)	\$140/hour
Plans Examiner (Non-Structural)	\$110/hour
Civil Review	\$175/hour
Permit/Counter Manager	\$125/hour
Senior Permit Technician.....	\$75/hour
Permit Technician	\$68/hour
Clerk/Administrator	\$60/hour
Public Works Inspector	\$147/hour
Building Inspection Services Manager.....	\$160/hour
Assistant Building Inspection Services Manager	\$120/hour
Project Inspector / Inspector of Record	\$125/hour
OSHPD/DSA Certified Inspector.....	\$135/hour
Principal Planner	\$175/hour
Senior Planner	\$150/hour
Associate Planner	\$120/hour
Assistant Planner	\$115/hour
Planning Technician	\$95/hour
Off-Site Project Manager	\$160/hour
Director.....	\$175/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

Fee Schedule

Fee Structure for Fire Personnel

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

Basis of Charges

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

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the hourly rates listed.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and two (2) rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and two (2) rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2022-2023 contract period. 3% escalation for FY2023-2024 and FY2024-2025 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)..... 1 x hourly rate*
 - *Nighttime (work begun after 4PM or before 5AM) 1.125 x hourly rate*
 - *Overtime (over 8 hours M-F or Saturdays) 1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8 hours Sun) 2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays) 3 x hourly rate*
- Overtime will only be billed with prior authorization of the designated City personnel.
- All work with less than 8 hours' rest between shifts will be charged the appropriate overtime rate.

Fee Schedule

- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular time rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- If 4LEAF is requested or otherwise required to conform to Client's alternative work week schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW.
 - If 4LEAF's affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required.
- Mileage, driven during the course of inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Authorize City Manager to Execute an Agreement with Lind Marine for a total contract amount not to exceed \$220,000.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an Agreement with Lind Marine, Inc. (LMI) for a total agreement amount not to exceed \$220,000; and
2. Authorizing the City Manager to execute the agreement with Lind Marine, Inc. in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this agreement is included in the adopted Fiscal Year 2021-2023 for Code Enforcement abatement services. Salary savings from vacant code enforcement positions will be used for this one-time expense.

DISCUSSION

The City of Antioch is currently working with the California State Land Commission (SLC) to acquire and remove the existing barge located in the waters of the San Joaquin River as visible from the A Street extension. The SLC will take possession of the abandoned vessel and will transfer possession to the City of Antioch for disposal. Lind Marine, Inc. is a marine salvage company that offers this unique service and routinely works with the SLC on similar projects and thus the City is requesting entering into the agreement under sole source provisions of the City's purchasing ordinance within the Antioch Municipal Code. The City expects to contract with Lind Marine, Inc. to have the vessel removed in late September and is coordinating final transfer paperwork with the SLC.

Removal of this vessel will eliminate a public nuisance as it represents a hazard to the natural environment, visual blight, and a potential danger to persons boarding it. The vessel is not seaworthy and will need to be demolished prior to removal. Lind Marine, Inc. will manage and execute the entire removal project.

ATTACHMENTS

- A. Resolution
- B. Maintenance Services Agreement

ATTACHMENT A

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LIND
MARINE, INC. AND APPROVE THE PURCHASE ORDER FOR A TOTAL
CONTRACT AMOUNT NOT TO EXCEED \$220,000.**

WHEREAS, the City of Antioch has coordinated with the California State Lands Commission for the possession of the barge located in the San Joaquin River adjacent to the City of Antioch with the expectation that it be removed; and

WHEREAS, Lind Marine, Inc. is a uniquely qualified contractor of marine salvage and recovery services and works extensively with similar projects in the San Joaquin/Sacramento Delta; and

WHEREAS, the City Council of the City of Antioch has considered awarding the agreement with Lind Marine, Inc. under sole source provisions of the City's purchasing ordinance in the Antioch Municipal Code.

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

1. Approves the Professional Services Agreement with Lind Marine, Inc. for a total contract amount not to exceed \$220,000 as a sole source; 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 13th day of September 2022, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

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

July 22nd, 2022

Forrest Ebbs

Community Development Director

: (925) 779-7038
☎: (925) 779-7034

: www.antiochca.gov |
www.antiochisopportunity.com

City of Antioch | City Hall | 200 "H" Street | Antioch, CA 94531-5007

RE: Removal and Proper Disposal House Barge

Salvage Plan/Methodology:

Lind Marine, Inc. (LMI) crew will mobilize tugs, spud barge with 850 Sennebogen excavator with grapple, materials barge and 140 Ton YD crane barge from LMI shipyard located on Mare Island in Vallejo, CA to house barge (Lash Barge) location.

The first phase of operations will be in-situ demolition of the house and debris on top of the steel lash barge. This will be done with the Sennebogen excavator with grapple landing the debris on fully contained LMI materials barge with bin walls. Containment boom will be deployed encapsulating the house barge preventing any debris that might fall overboard from escaping into the surrounding waterways during this phase.

The second phase of operations, and with the house and all debris removed from atop the barge, will be to crane pick the lash barge out of the water and land on LMI materials barge. Currently the lash barge is spudded down in two locations, LMI crane barge will pick both spuds off and land on LMI materials barge. Once spuds have been removed LMI 140 Ton Crane Barge will rig into the lash barge, lift out of water and land on LMI materials barge.

The third and final phase of operations will be the proper disposal of the house debris and lash barge. LMI crew and equipment will transit back to LMI shipyard and tie up pier side. The Sennebogen excavator will transload the house debris into high side dump trucks for proper disposal at Potrero Hills Landfill. LMI D7 140 Ton Railway Crane will pick the lash barge off materials barge and land on shipyard blacktop. The lash barge will then be plasma cut in half for removal of nonmetal debris that was discovered inside the lash barge during site visit and for road weight restrictions. With all nonmetal debris removed LMI D7 140 Ton Railway Crane will pick each lash barge section and land on LMI Goldhofer trailer for transit to Alco Iron & Metal where it will be offloaded and scrapped.



Pricing

Item	Quantity	Unit	Cost	Total
Removal and Proper Disposal of House and Barge	1	Lump Sum	\$220,000.00	\$220,000.00
			Total	\$220,000.00

Exclusions

- 1) Existing piles may need to be removed to allow LMI barges to get close enough to house barge to perform the above-mentioned operations.
- 2) This scope of work will need to be carefully scheduled around optimal high tides as the area of operations is very shallow. Work may only be able to be performed at high tides making this potentially a two-to-three-day operation onsite.
- 3) A thorough walkthrough of the house with Contra Costa Sheriff's Marine Unit and LMI project manager will need to take place before demolition can commence to ensure no persons are inside the premises.
- 4) LMI will not be held liable should any parties claim ownership and take legal action for the destruction and removal of the house barge. LMI will be working under contract for the City of Antioch with the understanding that City of Antioch and or State Lands Commission has full legal authority to remove and dispose of the house barge.
- 5) It is unknown currently whether any large tanks containing hydrocarbons are within the house or on deck the barge. LMI will bring de-fueling equipment with storage tanks as a precaution and if any large amounts are found additional charges may be added to the lump sum pricing. Additionally, if large amounts are found and removed by LMI, City of Antioch may need to produce a temporary CA EPA ID# for proper disposal which lists City of Antioch as the generator.



Lind Marine is happy to provide this proposal to remove and properly dispose of the house barge. LMI is uniquely qualified for this project having the experience, qualified crew and equipment needed to complete this project safely, on budget and to customer satisfaction.

Please contact Scott Hynd at scott@lindmarine.com for clarifications on this proposal or requests for additional information.

Thank you in advance for your review and consideration of Lind Marine, Inc.'s proposal. If agreeable, please sign below and return at your earliest convenience.

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Cornelius H. Johnson, City Manager

SUBJECT: License Agreement for Seasonal Use of Real Property Located at Delta Fair and Century Boulevards. (APN 074-080-029)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a License Agreement for Seasonal Use of Real Property with ABC Tree Farms, LLC, for property located at Delta Fair and Century Boulevards (APN 074-080-029).

FISCAL IMPACT

The license for seasonal use of the City-owned property will generate \$20,000 of rental income for the months of September through December of 2022.

DISCUSSION

ABC Tree Farms, LLC., has had a presence in Antioch for decades. The City and ABC Tree Farms entered into a multi-year lease in 2014. ABC Tree Farms has used the property to provide seasonal sales of pumpkins and holiday trees to the Antioch and neighboring communities.

The term of the license for seasonal use of land is for four (4) months for this year only. Staff will return next year with a new License Agreement should the site still be available.

ATTACHMENTS

- A. Resolution
- B. License Agreement

RESOLUTION NO. 2022/XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR SEASONAL USE OF REAL PROPERTY WITH ABC TREE FARMS, LLC. FOR PROPERTY LOCATED AT DELTA FAIR AND CENTURY BOULEVARDS (APN 074-080-029)

WHEREAS, ABC Tree Farms, LLC., has provided seasonal sales of pumpkins and holiday trees in Antioch for decades;

WHEREAS, ABC Tree Farms, LLC., previously entered into a multi-year use agreement for the City-owned property located at Delta Fair and Century Boulevards in 2014;

WHEREAS, ABC Tree Farms, LLC. has requested to enter into a new license agreement for seasonal use of the City's property at Delta Fair Blvd. and Century Blvd. (the "License Agreement");

WHEREAS, the term of the License Agreement will be for four (4) months; and

WHEREAS, ABC Tree Farms, LLC. will pay the City a license fee of Twenty Thousand Dollars (\$20,000) for use of the property upon the execution of the License Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute a License Agreement for Seasonal Use of Real Property with ABC Tree Farms, LLC. for property located at Delta Fair and Century Boulevards (APN 074-080-029) 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 13th day of September 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

LICENSE AGREEMENT FOR SEASONAL USE OF REAL PROPERTY

This License Agreement for Seasonal Use of Real Property ("Agreement" or "License") is approved and entered into as of this ____ day of _____, 2022 ("Effective Date"), by and between the City of Antioch (the "LICENSOR"), and ABC Tree Farms, LLC (the "LICENSEE").

RECITALS

WHEREAS, the LICENSOR is the owner of certain real property located at the northeast corner of Delta Fair and Century Boulevards in Antioch, California (APN 074-080-029) and generally depicted in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the LICENSOR is willing to grant to the LICENSEE this License for use of the Property for sale of Christmas trees and/or pumpkins (the "Licensed Use") in accordance with the terms and conditions of this License; and

WHEREAS, the parties desire by this License to provide for the terms and conditions for the use of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **License.** In consideration of the License Fee set forth in Section 2 below, the LICENSOR grants a License to the LICENSEE to use the Property for the limited purposes of the Licensed Use in accordance with this Agreement. A description of the Licensed Use, and related terms and conditions, is attached hereto as **Exhibit "B"**.

2. **License Fee.** The LICENSEE shall pay the LICENSOR a fee in the amount of Twenty Thousand Dollars (\$20,000) ("License Fee") for use of the Property for the Term, as defined below. The License Fee payment shall be due upon execution of this Agreement.

3. **Term; Restoration of the Property.**

A. The term of this License shall be for four (4) months commencing on September 1, 2022 and ending on December 31, 2022 ("Term").

B. Upon the expiration or termination of this License, at any time or upon any grounds provided herein, the LICENSEE shall immediately vacate the Property and, shall restore the Property to its same condition as of the Effective Date of this Agreement, at the sole and exclusive cost of the LICENSEE. In case the LICENSEE shall fail to restore Property as aforesaid within ten (10) days after the effective date of expiration or termination, LICENSOR may proceed with such work at the expense of the LICENSEE.

4. **Conditions For Use Property.** The following shall apply during the Term:

A. Utilities. The LICENSEE shall provide and pay for all water and electricity at the Property, as well as for adequate restroom facilities for use by the LICENSEE's customers, invitees and employees, and for internet services, as may be necessary for the Licensed Use.

B. Trash Removal. The LICENSEE shall arrange and pay for trash removal from the Property. Each morning, the LICENSEE shall inspect the Property and remove all garbage and litter.

C. Lighting. The LICENSEE shall keep the Property well lighted during all evening/night hours. No activity shall be permitted on the Property prior to 8:00 a.m. or after 10:00 p.m.

D. Signage. The LICENSEE shall not construct nor install any exterior sign, banner or advertising balloon without the prior written consent of LICENSOR.

E. Security; Supervision and Safety. The LICENSEE may employ security guard services to monitor and patrol the Property on a regular basis. The LICENSEE shall be responsible for the safety and security of the Licensed Use and all employees, customers and invitees. The LICENSEE shall be responsible for supervising/staffing its Licensed Use. The LICENSEE shall designate one or more representatives at the Property, who shall be persons of authority in the LICENSEE's operational structure, and shall ensure that at least one such representative is present and available at the Property during all hours of Licensed Use operations. The LICENSEE shall provide the LICENSOR with contact information for each such representative.

F. Maintenance of Property; Cleaning Deposit.

i. The LICENSEE agrees that it will, at its sole cost and expense: (a) maintain the Property in a clean and litter-free condition, (b) maintain the surfacing on the Property, fencing and signage; and (c) promptly (within 48 hours of discovery or reporting) remove any graffiti from the Property; (d) provide a cleaning deposit in the amount of \$2,000.

ii. The LICENSEE shall be responsible for, and shall pay for, any repairs or replacements of any nature whatsoever which are occasioned or are made necessary by the negligence or misuse of the Property by the LICENSEE or its employees, customers or invitees. The LICENSEE shall notify the LICENSOR immediately of any damage caused to the Property. In the event that the LICENSEE fails to maintain or repair the Property, the LICENSOR may, at the LICENSOR's sole discretion, undertake any maintenance or repair of the Property, and the LICENSEE shall reimburse the LICENSOR for the costs of such repairs or maintenance within thirty (30) days of invoice by the LICENSOR.

G. Temporary Improvements of Property. The LICENSEE shall not make any upgrades or improvements to the Property without the prior written approval of the LICENSOR.

i. The LICENSOR makes no warranty as to the use to which the LICENSEE will put the Property or to modifications which may be required by the Americans

with Disabilities Act or any similar laws as a result of the LICENSEE's use of the Property. The LICENSEE is responsible for complying with the zoning and other applicable requirements that are appropriate for the LICENSEE's intended use.

ii. In the event the Licensed Use requires temporary modifications, and/or installation of temporary improvements in or to the Property, such modifications or improvements shall be made at the LICENSEE's sole expense in accordance with the terms contained in this License.

iii. Upon expiration or termination of this License, all temporary modifications or improvements shall be removed from the Property, unless the LICENSEE is directed otherwise by the Director of Public Works. The LICENSEE, at the LICENSEE's cost and expense, must promptly repair all damage to the Property occasioned by the removal of any temporary modifications or improvements.

H. Prohibition Against the Use of Hazardous Substances. Under no circumstances during the Term shall the LICENSEE use or cause to be used on the Property any hazardous or toxic substances or materials, and under no circumstance during the Term of this License shall the LICENSEE store or dispose of any such substances or materials in the Property.

I. Non-Interference with City Activities; Shared Use. This License shall not grant the LICENSEE the right to interfere with any activities of the LICENSOR. The LICENSEE acknowledges that billboard maintenance may occur during the Term and that the contractor will be advised to take reasonable steps to minimize its impact to any Christmas tree and/or pumpkin sales operations if maintenance is not completed prior to LICENSEE occupying the Property. If maintenance is not completed prior to the LICENSEE occupying the Property, the LICENSEE must allow contractor full access to the Property.

J. Conduct of LICENSEE, Employees, Customers and Invitees. The LICENSEE shall insure that all of its employees, customers and invitees adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, or indecent exposure on or near the Property.

K. LICENSEE's Property. All trade fixtures, equipment and personal property of the LICENSEE, if any, located on the Property will remain the property of the LICENSEE during the Term and may be removed by the LICENSEE at any time. Upon expiration or termination of the Agreement, these trade fixtures, equipment and personal property shall be removed from the Property, unless the LICENSEE is directed otherwise by the Director of Public Works. The LICENSEE, at the LICENSEE's cost and expense, must promptly repair all damage to the Property occasioned by the removal of its trade fixtures, equipment and personal property.

5. **Insurance.** The LICENSEE shall maintain during the Term of this Agreement insurance against claims or injuries to persons or damages to property arising from or in connection with the LICENSEE's operation and use of the Property. The cost of such insurance shall be borne by the LICENSEE. The LICENSEE shall maintain insurance as follows:

A. General Liability Insurance Services Office Form CG 00 01 covering commercial general liability 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 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.

The General Liability policy is to contain, or be endorsed to contain, the following provisions:

i. The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by endorsement with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10 (e.g. Form CG 20 11 01 96). The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.

ii. The LICENSEE's insurance coverage shall be primary insurance with regard to the City of Antioch, its officers, officials, agents, employees and volunteers. Any insurance maintained by the City of Antioch, its officers, officials, agents, employees and volunteers shall be excess of the LICENSEE's insurance and shall not contribute to it.

B. Property Insurance. The LICENSEE will also maintain property insurance against all risks of loss to any LICENSEE improvement or betterment at full replacement costs with no coinsurance penalty provision.

C. Worker's Compensation Insurance & Employer's Liability. LICENSEE shall also maintain Workers' Compensation Insurance as required by the State of California with Statutory limits and Employer's Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.

D. General Requirements.

i. Any deductibles or self-insured retentions must be declared to and approved by the LICENSOR. At the option of the LICENSOR, the LICENSEE shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects to the LICENSOR or its officers, officials employees and volunteers, or the LICENSEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses as approved by the City Attorney.

ii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

iii. The LICENSEE shall furnish to the LICENSOR certificates of insurance and endorsements as required by this clause. All certificates and endorsements are to be received and approved by the City before occupancy. However, failure to obtain the required documents prior to occupancy shall not waive the LICENSEE's obligation to provide them. The

LICENSOR reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications at any time.

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

v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by mail has been given to the LICENSOR.

vi. The LICENSEE hereby grants to LICENSOR a waiver of any right to subrogation which any insurer of the LICENSEE may acquire against the City by virtue of the payment of any loss under such insurance. The LICENSEE 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.

vii. LICENSOR reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

6. **Indemnification.** The LICENSEE agrees to protect, save, defend, indemnify and hold harmless, with legal counsel of the LICENSOR's choosing, the LICENSOR, its officials, officers and employees and each of them, from any and all claims, demands, liens, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any act, omission, negligence or misconduct of the LICENSEE, its officials, officers, employees, agents and volunteers, or of any third parties, regardless of whether or not the LICENSEE or any of its agents (whether authorized or unauthorized) has allowed such third parties to use or be on the Property, arising out of or in connection with the Licensed Use, the LICENSEE's use of the Property pursuant to this Agreement, and including without limitation the payment of reasonable attorneys' fees and other related costs and expenses. The LICENSEE shall reimburse the LICENSOR, its officials, officers, employees, agents and volunteers for any and all legal expenses and costs incurred by each of them in connection with any Claims subject to indemnification by the LICENSEE, or in enforcing the indemnity herein provided. The LICENSEE's indemnification obligations shall not be restricted by the amount of insurance proceeds, if any, received by any indemnitee. The LICENSEE's indemnification obligations shall survive any termination of this Agreement or revocation of the License. The sole limitation on the LICENSEE's indemnity obligation above is for Claims, attorneys' fees and costs arising due to the sole negligence or willful misconduct of the LICENSOR, its officials, officers, employees, agents or volunteers.

The LICENSEE further agrees to indemnify, defend and hold harmless the LICENSOR, its officials, officers and employees and each of them, from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement, including without limitation, the LICENSOR's authority to enter into this Agreement and/or authority to grant the LICENSEE this License.

The provisions of this Section shall survive the termination or expiration of this License.

7. **LICENSOR ACCESS.** The LICENSOR shall be permitted to enter the Property at reasonable times for purposes of routine inspections, or to make any necessary repairs to the Property. The LICENSOR shall provide the LICENSEE with reasonable notice when the LICENSOR intends to enter the Property during the hours of operation of the Licensed Use. The LICENSOR may enter the Property for any reason and at any time during non-operational hours.

8. **Compliance With Law.** The LICENSEE shall comply with all laws, ordinances, rules, and regulations applicable to the Property, enacted or promulgated by any public or governmental authority or agency, including without limitation the LICENSOR, having jurisdiction over the Property. The LICENSEE shall comply with all laws, ordinances, rules, and regulations applicable to the Licensed Use, enacted or promulgated by any public or governmental authority or agency. LICENSEE shall be responsible for obtaining and maintaining throughout the Term of the License all permits, licenses, approvals from any local, state or federal agency for the use of the Property and the Property and operation of the Licensed Use. All compliance shall be at the sole cost of the LICENSEE.

9. **Termination/Revocation Of License.** During the Term of this License, the License shall be revocable by the LICENSOR at any time upon seven (7) calendar days' written notice to the LICENSEE, in the event that the LICENSOR decides, in its sole discretion, that the LICENSEE's use of the Property is in violation of any provision of this License.

10. **Legal Interpretation Of Instrument.** The parties expressly understand and agree that this License constitutes a non-exclusive license for use of the Property. This License is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for, or on account of, the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This License shall be governed by the laws of the State of California.

11. **"As Is" Condition.** The LICENSEE accepts this License subject to the "As Is," "Where Is" condition of the Property, and subject to any condition that may exist, without any representation or warranty by the LICENSOR. The LICENSEE acknowledges and agrees that the LICENSOR makes no representations or warranties, express or implied, as to the Property. The LICENSEE has conducted all inspections of the Property to its full and complete satisfaction, and acknowledges that it will be using the Property with full knowledge of any and all conditions of the Property. The LICENSEE hereby assumes the risk that certain conditions may exist on the Property, and hereby releases the LICENSOR of and from any and all claims, actions, demands, rights, damages, costs or expenses that might arise out of or in connection with any such condition of the Property.

12. **Entire Agreement/Modification.** This Agreement contains the entire agreement of the Parties with respect to the License, and supersedes all prior negotiations, understandings or agreements as to a license to use the Property. The terms and conditions of this Agreement may be altered, modified or amended only by written agreement signed by both parties.

13. **Notices.** All request, information or other document to be given hereunder to any of the parties by any other party shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

TO LICENSOR:

City of Antioch
PO Box 5007
Antioch, California 94531
Attention: Economic Development Director

With a copy to:

City Attorney
City of Antioch
PO Box 5007
Antioch, CA 94531

TO LICENSEE:

ABC Tree Farms, LLC
Attn: Jerome Klima, Jr.
PMB 367 at NW 23rd Pl., Ste. 6
Portland, OR 97210

Any party may change the address or persons to which notices are to be sent to it by giving the other party written notice of such change of address or persons, in the manner provided for giving notice.

14. **Official Representatives.** The official representative for the LICENSOR shall be its Economic Development Director or his/her designee. The official representative for the LICENSEE shall be its Holly Prinz or his/her designee.

15. **Employees/Independent Contractors.** For purposes of this License, all persons employed by the LICENSEE in the performance of services and functions with respect to this License shall be deemed employees of the LICENSEE, and no employee of the LICENSEE shall be considered an employee of the LICENSOR or under the jurisdiction of the LICENSOR, nor shall such employee of the LICENSEE have any LICENSOR pension, civil service, or other status while an employee of the LICENSEE.

The LICENSEE shall have no authority to contract on behalf of the LICENSOR. It is expressly understood and agreed by both parties hereto that the LICENSEE, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of the LICENSOR.

16. **No Personal Liability.** No member, official or employee of LICENSOR shall be personally liable in the event of any default or breach of this Agreement.

17. **No Relocation Benefits.** The LICENSEE agrees that its use of Property or this Agreement shall not entitle the LICENSEE to any relocation benefits pursuant to federal, state or local law and waives any such claim against LICENSOR.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. Any litigation concerning this Agreement shall be subject to jurisdiction in Contra Costa County or the Northern District of California for federal court.

19. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall constitute an original and all of which shall constitute one Agreement.

20. **Severability.** The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions, which remaining portions shall remain in full force and effect.

21. **Possessory Interest Tax Notice.** The LICENSEE hereby recognizes and understands that this Agreement and License may create a possessory interest subject to property taxation, and that the LICENSOR, in accordance with California Revenue and Taxation Code Section 107.6, has given notice to the LICENSEE that the Licensee may be subject to property taxation, and that the LICENSEE may be subject to the payment of property taxes levied on the possessory interest created by this Agreement and License. The LICENSEE shall be fully responsible for the payment of all possessory interest taxes levied and/or assessed during the Term of this Agreement regarding the License.

22. **Captions.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

23. **Exhibits and Recitals.** All Exhibits and Recitals contained herein are material parts of this Agreement and are incorporated into this Agreement as if fully set forth herein by reference.

24. **No 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.

25. **No Assignment or Transfer.** The LICENSEE 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 LICENSOR. 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.

26. **Successors.** If the LICENSOR shall sell, transfer ownership, or otherwise vacate all ownership rights to said Property, the LICENSOR shall not be released from all liability and obligations hereunder without the LICENSEE'S release unless its successor agrees to be bound as if said successor were an original party hereto.

27. **Nondiscrimination.** In utilizing the License, the LICENSEE shall not discriminate against any person on account of race, color, religion, sex, marital status, national origin, or ancestry.

28. **Survival of Obligations.** All obligations of the LICENSEE hereunder not fully performed as of the termination or expiration of this Agreement in any manner shall survive the

termination or expiration of this Agreement, including without limitation, all payment obligations with respect to fees and all obligations concerning the condition of the Property.

[Signatures on following page]

**SIGNATURE PAGE TO LICENSE AGREEMENT
FOR SEASONAL USE OF REAL PROPERTY**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LICENSEE

ABC TREE FARMS, LLC

Date: _____

By: 

Name: Jerome R Klima Jr.

Its: Sole Member
8/29/2022

LICENSOR

CITY OF ANTIOCH

Date: _____

By: _____
Cornelius Johnson, City Manager

ATTEST:

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

EXHIBIT “A”

DEPICTION OF THE PROPERTY
[ATTACHED BEHIND THIS PAGE]

EXHIBIT “B”

DESCRIPTION OF THE LICENSED USE

The Property is to be used by LICENSEE for the purpose of Christmas tree and/or pumpkin sales. There shall be no barnyard animals allowed on the Property as an attraction/petting zoo, nor shall there be mechanical rides.

LICENSEE may make minor modifications to the Property in order to accommodate access to the Property by LICENSEE’S customers and invitees if approved in advance in writing by the City's Public Works Director.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

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

SUBJECT: Amendment to the Fiscal Year 2022/23 Capital Improvement and Operating Budget to Include the Bicycle Access Improvements Associated with the Antioch eBART Station

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an amendment to the fiscal year 2022/23 Capital Improvement and Operating Budget to include Hillcrest / Highway 4 Bridge Benefit District funding in the amount of \$58,750 for the Bicycle Access Improvements associated with the Antioch eBART Station.

FISCAL IMPACT

Adoption of this resolution will amend the fiscal year 2022/23 Capital Improvement and Operating Budget to include Hillcrest / Highway 4 Bridge Benefit District Funding for the Bicycle Access Improvements associated with the Antioch eBART Station ("Project") in the amount by \$58,750.

DISCUSSION

In 2019, the City Manager executed a Memorandum of Understanding ("MOU") with San Francisco Bay Area Rapid Transit District ("BART") pertaining to the Project. The Project constructed bicycle and pedestrian improvements at the intersection of Hillcrest Avenue and Slatten Ranch Road and extended east along the southern side of Slatten Ranch Road to the Highway 4 onramp.

The MOU set forth that the City is obligated to reimburse BART for the construction of the Project in the amount of \$50,000, and if the construction contract amount exceeds \$500,000, BART and City shall cooperate in a good faith effort to fund the shortfall and share construction costs with the City such that the City pays 25% and BART pays the remaining 75% of the construction contract amount above \$500,000. All work on this project was completed on June 7, 2022. The City's final reimbursement to BART is calculated to be in the amount of \$58,750.

ATTACHMENTS

- A. Resolution
- B. MOU - BART and City of Antioch
- C. BART Invoice

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN
AMENDMENT TO THE FISCAL YEAR 2022/23 CAPITAL IMPROVEMENT AND
OPERATING BUDGET TO INCLUDE HILLCREST / HIGHWAY 4 BRIDGE BENEFIT
DISTRICT FUNDING FOR THE ANTIOCH EBART STATION PROJECT**

WHEREAS, in 2019, the City entered into a Memorandum of Understanding with the San Francisco Bay Area Rapid Transit District in connection with the East Contra Costa BART ("eBART") Extension Project; and

WHEREAS, the City has considered approving an amendment to the fiscal year 2022/23 Capital Improvement and Operating Budget to include funding from the Hillcrest / Highway 4 Bridge Benefit District Fund in the amount of \$58,750 for the Bicycle Access Improvements associated with the Antioch eBART Station.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch, that the City Manager or designee is hereby authorized to amend the fiscal year 2022/23 Capital Improvement and Operating Budget to include funding from the Hillcrest / Highway 4 Bridge Benefit District Fund in the amount of \$58,750 for the Antioch eBART Station project.

* * * * *

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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A1

ATTACHMENT "B"

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AND

THE CITY OF ANTIOCH

IN CONNECTION WITH

THE EAST CONTRA COSTA BART (eBART) EXTENSION PROJECT

This Memorandum of Understanding ("MOU") is made and entered into on _____, 2019 (the "Effective Date") by and between the San Francisco Bay Area Rapid Transit District ("BART" or "District") and the City of Antioch (the "City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, on April 23, 2009, the District Board of Directors ("Board") certified that the Final Environmental Impact Report ("FEIR") for the East Contra Costa BART Extension Project ("eBART Project" or "Project") had been completed in compliance with the California Environmental Quality Act ("CEQA"), adopted the Mitigation Monitoring and Reporting Plan ("MMRP") and adopted the eBART Project (the "Adopted Project");
- B. WHEREAS, the Project consists of an approximately ten-mile extension of the BART system, using Diesel Multiple Unit ("DMU") technology, in the median of State Route 4 ("SR4") from the existing Pittsburg/Bay Point BART Station, a transfer platform, a station at Railroad Avenue in the City of Pittsburg, a station east of Hillcrest Avenue Interchange in the City of Antioch and a maintenance facility east of the Hillcrest Avenue Station;
- C. WHEREAS, pursuant to the MMRP with changes adopted on April 28, 2011, the District is committed to coordinating with the City in contributing its fair share of implementation costs for the construction of Mitigation Measure TR-2.1 Improve Hillcrest Avenue/E. 18th Street located in the City of Antioch to reduce significant traffic impacts arising from the eBART Project to less than significant impacts;
- D. WHEREAS, the City has requested that the District construct bicycle improvements at the intersection of Hillcrest Avenue and Sunset Drive/Slatten Ranch Road as part of access improvements to the Antioch Station (hereinafter "Bicycle Access Improvements");
- E. WHEREAS, based upon initial project estimates for expanding the Antioch Station Parking Lot, BART has obtained funding commitments totaling approximately \$16.0 Million. This funding includes \$1.9 Million for access improvements;
- F. WHEREAS, on December 6, 2018 the Board adopted the latest Revised Project for additional parking at Antioch Station and among other things, directed District staff to partner with the City and the Contra Costa Transportation Authority to implement pedestrian/bike access improvements at Slatten Ranch Road; and
- G. WHEREAS, the purpose of this MOU is to memorialize the understandings and agreements between the District and the City for Mitigation Measure TR-2.1 and the construction of bicycle access improvements.

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AGREEMENT

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION I: DISTRICT OBLIGATIONS

- A. The District agrees to design and construct the Bicycle Access Improvements as shown in attached **Exhibit A** as an option to a future construction contract for the construction of additional parking at the Antioch Station. The work shall consist of roadway improvements including traffic control, demolition and obliteration, concrete sidewalk, curb and gutter, pedestrian curb ramps, concrete bike ramps; asphalt paving, pavement marking and striping, signage; traffic signal modifications and conduit; landscaping including irrigation and controls, and chain link fencing.
- B. The District agrees to prepare the contract documents, advertise and award the future Antioch Station parking construction contract with an option to complete the Bicycle Access Improvements. The District also agrees to provide and retain full responsibility for all construction management services in connection with said construction, and to obtain the Caltrans Encroachment Permit.

SECTION II: CITY OBLIGATIONS

- A. The City agrees to prepare, at its own cost, all applicable environmental analyses with respect to the proposed Bicycle Access Improvements project.
- B. The City agrees to reimburse BART for the construction of the Bicycle Access Improvements in the amount of \$50,000 upon start of construction. If the construction contract amount exceeds \$500,000, BART and City shall cooperate in a good faith effort to fund the shortfall and share construction costs with the City such that the City pays 25% and BART pays the remaining 75% of the construction contract amount above \$500,000. BART may also work to reduce the construction contract amount without materially compromising the project goals or quality.
- C. With respect to the construction of the Bicycle Access Improvements, the City agrees to provide reasonable assistance and support to the District, or its contractor, in obtaining any applications, additional licenses, encroachment permits, Joint Use and Maintenance Agreements, or other agreements including, any negotiations and/or dealings as may be required by the State of California Department of Transportation (Caltrans), as long as it is consistent with the City's interests and this MOU.
- D. At no cost to the District, the City agrees to issue any and all City permits, to provide all City approvals, and to provide any City inspections, required by the City for construction of the Bicycle Access Improvements, in a timely manner and in accordance with applicable City Code. Such agreement includes but is not limited to

fees usually charged for connections to City-owned utilities which will be borne by the City.

- E. The City further agrees, at no cost to the District, that such permits and approvals will include, but not be limited to, City encroachment permits, haul route permits under the City's jurisdiction, utility connections, and other permits and authorizations as may be required from City to the District and its contractors for construction of the Bicycle Access Improvements.
- F. Upon the District's completion of the Bicycle Access Improvements, the City agrees to accept, take ownership and assume maintenance responsibilities for the Bicycle Access Improvements.

SECTION III: MUTUAL AGREEMENTS

- A. The Parties acknowledge and agree that the Bicycle Access Improvements will be designed, constructed and built by the District using District Contract Plans and Specifications, limited to the parameters as shown in **Exhibit A**.
- B. In consideration of the District's construction of the Bicycle Access Improvements, the Parties acknowledge and agree that the District no longer has obligations to fund or construct Mitigation Measure TR-2.1 Improve Hillcrest Avenue/E. 18th Street.

Mitigation Measure TR-2.1 calls for the provision of an exclusive right-turn lane along the eastbound approach at the intersection of Hillcrest Avenue and East 18th Street in Antioch. A schematic showing the improvements necessary to add the exclusive right-turn lane is shown in **Exhibit B**.

The cost for improvements at this intersection is approximately \$408,558 as shown in **Exhibit B**. The East Contra Costa BART Extension Draft EIR determined about 0.6 percent of the volume at this intersection could be attributed to the Proposed Project. The District's proportionate share is 0.6% of \$408,558 or \$2,451.

- C. Neither the City nor any officer, agent or employee of the City is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the District, its directors, officers, agents and employees, under or in connection with any work, authority or jurisdiction delegated to the District under this MOU. Pursuant to California Government Code Section 895.4, the District will fully indemnify, hold harmless and defend in any claim or litigation, the City, its officers, agents and employees from any damage or liability occurring by reason of anything done or omitted to be done by the District, its directors, officers, agents and employees under or in connection with any work, authority or jurisdiction delegated to the District under this MOU. The duty of the District to indemnify and hold harmless, as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the District to indemnify the City, its officers, agents and employees against any

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responsibility or liability in contravention of Section 2782 of the California Civil Code.

- D. Neither the District nor any director, officer, agent or employee of the District is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the City, its officers, agents and employees, under or in connection with any work, authority or jurisdiction delegated to the City under this MOU. Pursuant to California Government Code Section 895.4, the City will fully indemnify, hold harmless and defend in any claim or litigation, the District, its directors, officers, agents and employees from any damage or liability occurring by reason of anything done or omitted to be done by the City, its officers, agents and employees under or in connection with any work, authority or jurisdiction delegated to the City under this MOU. The duty of the City to indemnify and hold harmless, as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the City to indemnify the District, its directors, officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.
- E. No amendment, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- F. Any notices or communications that may be required under this MOU shall be in writing and shall be delivered by hand delivery, electronic delivery with electronic confirmation of delivery or by certified or express mail, addressed to the primary contact for each Party to this agreement as follows:

CITY:

Jon Blank
Public Works Director/City Engineer
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007
Office Phone: (925) 779-6950
Fax Number: (925) 779-6897
Email: jblank@ci.antioch.ca.us

BART:

Maurice Rattray
Group Manager
San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 21st Floor
Oakland, CA 94612-3534
Office Phone: (510) 874-7319
Fax Number: (510) 287-4896
Email: mrattra@bart.gov

- G. The District and the City agree to allow the work described in this MOU to proceed to completion in accordance with the terms set forth herein.
- H. The Recitals set forth above are incorporated herein as part of the Agreement as if fully set forth herein.

This Memorandum of Understanding is made and entered into as of the date set forth above.

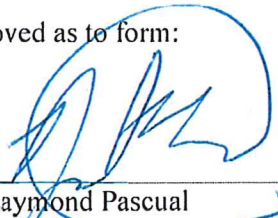
SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT

By: 
Grace Crunican
General Manager


CITY OF ANTIOCH

By: 
Ron Bernal
City Manager

Approved as to form:

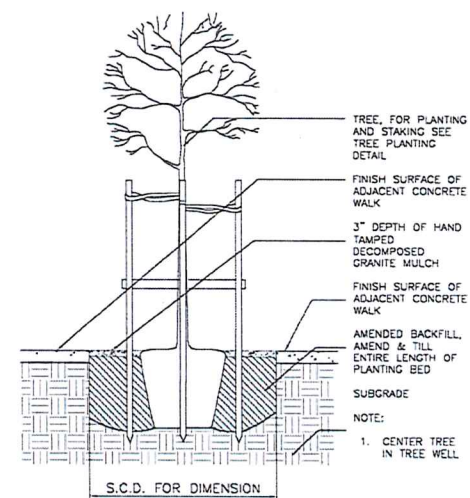
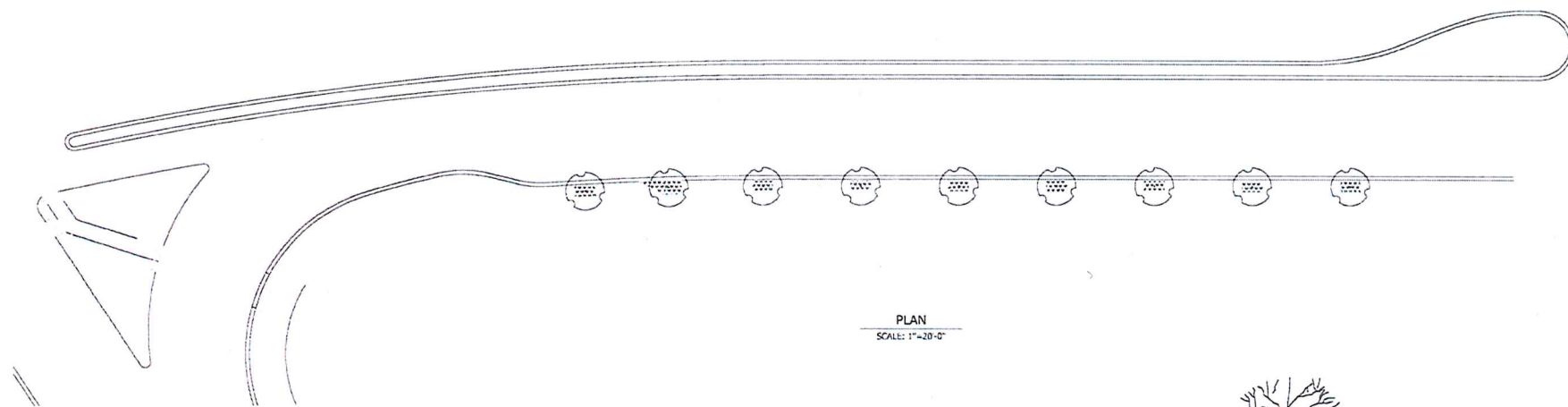
By: 
Raymond Pascual
Office of the General Counsel

Approved as to form:

By: 
Thomas Lloyd Smith
City Attorney

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EXHIBIT A



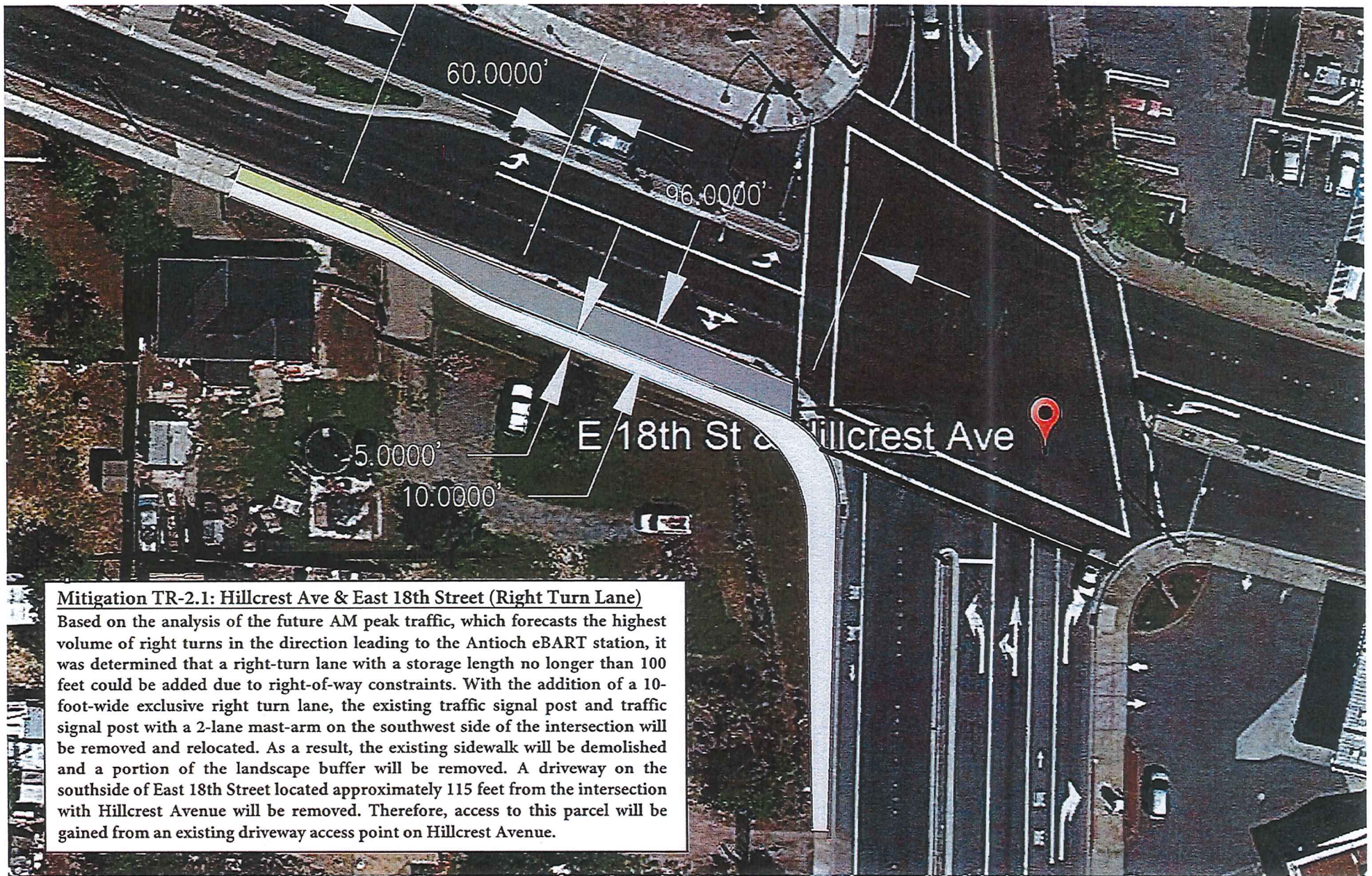
STREET TREES IN DECOMPOSED GRANITE

DETAIL SCALE: NTS

						DESIGN: R. BOGUE DRAWN: R. BOGUE CHECKED: C. KENT APPROVED:		SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT PGAdesign PGH WONG ENGINEERING, INC. SUBMITTED _____ APPROVED _____		ANTIOCH STATION PARKING EXPANSION PROJECT AND MISCELLANEOUS SITE IMPROVEMENTS PLANTING PLAN SLATEN		CADD FILE NAME: SHEET NO.: D SCALE: 1" = 20' 0" CONTRACT NO.: 04SF-190 REV: C CONTRACT SHEET NO.: L1004 PAGE NO.:	
C	02/18/2019				FINAL SUBMITTAL								
R	01/23/2019				100% SUBMITTAL								
REV.	DATE	BY	CHKD	APP'D	DSCN# (FOLDER)	DWG:							
						02/19/19							

EXHIBIT B

B11



Mitigation TR-2.1: Hillcrest Ave & East 18th Street (Right Turn Lane)

Based on the analysis of the future AM peak traffic, which forecasts the highest volume of right turns in the direction leading to the Antioch eBART station, it was determined that a right-turn lane with a storage length no longer than 100 feet could be added due to right-of-way constraints. With the addition of a 10-foot-wide exclusive right turn lane, the existing traffic signal post and traffic signal post with a 2-lane mast-arm on the southwest side of the intersection will be removed and relocated. As a result, the existing sidewalk will be demolished and a portion of the landscape buffer will be removed. A driveway on the southside of East 18th Street located approximately 115 feet from the intersection with Hillcrest Avenue will be removed. Therefore, access to this parcel will be gained from an existing driveway access point on Hillcrest Avenue.

**E 18th/Hillcrest Intersection
Improvements**

Section	Project Component	CSI #	Item Description	Quantity	Unit	Unit Cost	Amount
E 18th Street / Hillcrest Ave Intersection Improvements							\$ 408,558.00
10	Site Work & Special Conditions						\$318,558
	10. Demolition						
			Concrete Sidewalk, Curb Gutter	2,810	SF	\$ 15.00	\$42,150
			Sawcutting street tie in	160	LF	\$ 12.00	\$1,920
			Traffic Signal Post Removal	1	EA	\$ 2,500.00	\$2,500
			Traffic Signal Post and 2-Lane Mast Removal	1	EA	\$ 8,000.00	\$8,000
			Traffic Signal Foundation Removal	1	LS	\$ 12,000.00	\$12,000
			Remove Thermoplastic Crosswalk Stripe	175	LF	\$ 2.00	\$350
			Demolition Subtotal				\$66,920
	20. Site Grading & Concrete Improvements						
			Clear and Grub Topsoil	1,000	SF	\$ 0.70	\$700
			Concrete Sidewalk (0.33' Thick) AB CI 2	25	CY	\$ 80.00	\$2,000
			Concrete Sidewalk (0.33' Thick)	1,965	SF	\$ 25.00	\$49,125
			Concrete Curb/Gutter	220	LF	\$ 60.00	\$13,200
			Pedestrian Ramp	1	EA	\$ 8,000.00	\$8,000
			Site Grading Subtotal				\$ 73,025.00
	30. Drainage						
			Adjust Drainage Inlet	2	EA	\$ 5,000.00	\$10,000
			Drainage Subtotal				\$ 10,000.00
	40. Pavement						
			Aggregate Base-Class 3	45	CY	\$ 70.00	\$3,150
			Aggregate Base-Class 4	60	CY	\$ 60.00	\$3,600
			Hot Mix Asphalt Concrete, Type A	65	TONS	\$ 225.00	\$14,625
			Pavement Subtotal				\$ 21,375.00
	50. Signaling, Striping, and Pavement Marking						
			Thermoplastic Traffic Striping - 8" White (Solid)	96	LF	\$ 3.00	\$288
			Temporary Striping	1	LS	\$ 2,500.00	\$2,500
			Traffic Signal Post and Signal	1	EA	\$ 15,000.00	\$15,000
			Traffic Signal Post and 3-Lane Mast with Luminaire	1	EA	\$ 70,000.00	\$70,000
			Traffic Control	1	LS	\$ 30,000.00	\$30,000
			Raised Retroreflective Pavement Marker	5	EA	\$ 4.00	\$20
			Thermoplastic Pavement Marking, Type IV R Arrow	2	EA	\$ 350.00	\$700
			Thermoplastic Crosswalk Pavement Marking - 12" White (Solid)	190	LF	\$ 9.00	\$1,710
			Striping and Pavement Marking Subtotal				\$120,218
	60. Signage						
			R3-7 Sign with post	1	EA	\$ 250.00	\$250
			Paint Curb (2-coat)	295	SF	\$ 6.00	\$1,770
			Signage Subtotal				\$ 2,020.00
	ROW						
			Required ROW	1,000	SF	\$ 20.00	\$20,000
			ROW Subtotal				\$ 20,000.00
	70. Utility						
			Utility Coordination	1	LS	\$ 95,000.00	\$ 95,000.00
			Utility Subtotal				\$95,000
E 18th Street / Hillcrest Ave Intersection Improvements							\$408,558

B13

ATTACHMENT "C"



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

2150 Webster Street, BHQ - 10th Floor

P. O. Box 12688

Oakland, CA 94604-2688

Telephone (510) 464-6000

Invoice

Date:

Public Works Director/City Engineer
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

Progress Billing No. 1

Scott Buenting
Office Phone: (925) 779-6129
Email: sbuenting@ci.antioch.ca.us

Invoice Number: GN-12801

Please write the invoice number on your check

	Amount
Reimbursement for costs incurred through June 30, 2022 in relation to the construction of the Bicycle Access Improvements Project pursuant to Agreement between the City of Antioch and the San Francisco Bay Area Rapid Transit District.	
PLEASE PAY THIS AMOUNT	\$ 58,750.00
Make Checks Payable to: San Francisco Bay Area Rapid Transit District P. O. Box 742638 Los Angeles, CA 90074-2638 Please return a copy of invoice with payment.	Fund 6507/LT

C1

Sum of Amount			An Type	
Voucher	Project	Fund	FND	Grand Total
00424854	04SF190	6507	58,750.00	58,750.00
00424854	04SF190	802C	238,823.77	238,823.77
00424854	04SF190	8526	67,776.23	67,776.23
Grand Total			365,350.00	365,350.00

Construction Services Agreement

04SF-190 – Antioch Station Expansion Parking Project and Miscellaneous Site Improvements

O.C. Jones & Sons, Inc.
1520 Fourth Street
Berkeley, CA 94710

Invoice No.
04SF-190_10
Invoice Date
6/7/2022

Send To: San Francisco Bay Area Rapid Transit
Accounts Payable Department
Subject: Invoice Submission
2150 Webster Street
Oakland, CA 94604

BART Contact Person: David Silva (510) 381-4930

Federal Tax ID:		Work Completed		Contract ID:	
EIN# 47-1031129		From: 10/21/21 To: 3/20/22		04SF-190	
Contractor's License #: 759729		Terms		Purchase Order No:	
CA Contractor Registration: 1000002320		Net 30		04SF-190	
Billed Line Items (against Purchase Order Line-Sch Item/Description)					
(Current Period)		Projects	Gross Amount	Type	Withholding
		(if multiple)			Amount
Base		04SF-190			
A-1	Partnering		\$0.00		\$0.00
A-2	Mobilization		\$165,000.00	R	\$8,250.00
B-1	Differing Site Conditions		\$0.00		\$0.00
B-2	Signage, Striping, and Markings Allowance		\$6,691.99	R	\$334.60
B-3	Civil Site Work		\$0.00		\$0.00
B-4	Striping, Markings, and Signage		\$0.00		\$0.00
B-5	Lime-Cement Soil Stabilization		\$0.00		\$0.00
B-6	Electrical and Communications Site Work		\$10,000.00	R	\$500.00
B-7	Electrical Street Lighting		\$0.00		\$0.00
B-8	Landscaping and Irrigation		\$17,250.00	R	\$862.50
C-1	Differing Site Conditions		\$0.00		\$0.00
C-2	Irrigation		\$0.00		\$0.00
C-3	Civil Site Work		\$216.50	R	\$10.83
C-4	Station Entry House Railing		\$5,294.12	R	\$264.71
D-1	Differing Site Conditions		\$0.00		\$0.00
D-2	Access Gates		\$6,100.00	R	\$305.00
E-2	Slatten ranch Road Improvements		\$23,100.00	R	\$1,155.00
E-3	Signal Modifications		\$0.00		\$0.00
CO-002	Option 1 Multi-Use Path Differing Site Conditions		\$12,439.00	R	\$621.95
CO-003	CN 007 and CN 007		\$0.00		\$0.00
CO-004	CN 010 and CN 014		\$0.00		\$0.00
CO-005	CN 017		\$0.00		\$0.00
CO-006	CN 004 Additional Lighting at Existing Lot		\$0.00		\$0.00
CO-007	CN 005 CN 019		\$1,848.38	R	\$92.42
CO-008	CN 003 RFI 002.1 Modify Grading for ADA Stalls		\$0.00		\$0.00
CO-009	CN 006 OPT-1 Design Changes NOPC 01 NOPC 02		\$0.00		\$0.00
CO-010	CN 029 Emergency Call Box Activation		\$0.00		\$0.00
CO-011	CNs 15, 22, 23, 24, 26, 27, 28, 37, and 38		\$0.00		\$0.00
CO-012	CN 042		\$31,324.00	R	\$1,566.20
CO-013	CN 012 Exlst. Lot Irr. Repair and Bid Item C-2 Closeout		\$0.00		\$0.00
CO-014	Bid Item A-1 Partnering Allowance Closeout		\$0.00		\$0.00
CO-015	Bid Item D-1 Canal Road Differing Site Conditions Closeout		\$0.00		\$0.00
CO-016	CN 20 and Bid Item B-2 New Lot Signage Allowance Closeout		\$0.00		\$0.00
CO-017	Canal Road Sliding Gate Re-Design		\$56,086.00	R	\$2,804.30
CO-018	PG&E Gates		\$30,000.00	R	\$1,500.00

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Construction Services Agreement

04SF-190 – Antioch Station Expansion Parking Project and Miscellaneous Site Improvements

O.C. Jones & Sons, Inc.
1520 Fourth Street
Berkeley, CA 94710

Invoice No. 04SF-190_10
Invoice Date 6/7/2022

Send To: San Francisco Bay Area Rapid Transit
Accounts Payable Department
Subject: Invoice Submission
2150 Webster Street
Oakland, CA 94604

BART Contact Person: David Silva (510) 381-4930

Federal Tax ID: EIN# 47-1031129	Work Completed From: 10/21/21 To: 3/20/22	Contract ID: 04SF-190
Contractor's License #: 759729 CA Contractor Registration: 1000002320	Terms Net 30	Purchase Order No: 04SF-190
Billed Line Items (against Purchase Order Line-Sch Item/Description)		
CO-019	Miscellaneous Changes	\$0.00
CO-020	New Lot Differing Site Conditions Allowance Closeout	\$0.00
CO-021	Option 1 Miscellaneous Changes	\$0.00
CO-022	Settlement of Disputes and Delays	\$0.00
TOTAL AMOUNT	\$365,349.99	\$18,267.50 \$347,082.49
Key: R=Retention, S=Stop Notice, L=Liability Damages SEE ATTACHED SCHEDULE OF VALUES FOR COMPLETE DETAIL		

Email to: ap_supplier@bart.gov

C4

BART's Invoice email address
AP_Supplier@BART.gov

CONSTRUCTION
PAYMENT
APPLICATION

TO CONTROLLER:

PAYMENT APPLICATION FOR THE ATTACHED INVOICE

VENDOR INVOICE NO. 71011R2
PERIOD ENDING 03/20/22
VENDOR INVOICE DATE 06/07/22

PAY APP NO. 10
CONTRACT NO. 04SF-190
PO NO. 04SF-190
BART INVOICE NO. 04SF-190_10

* Note: Please refer to cover page for PO Line Information

CONTRACTOR NAME O.C. Jones & Sons Inc.
ADDRESS 1520 Fourth St
Berkeley, CA 94710
CONTRACT TITLE Antioch Station Expansion Parking Project and Miscellaneous Site Improvements

CURRENT INVOICE AMOUNT

INVOICE AMOUNT	Change Order No. 002	\$12,439.00
	Change Order No. 007	\$1,848.38
	Change Order No. 012	\$31,324.00
	Change Order No. 018	\$30,000.00
	Change Order No. 017	\$56,086.00
	Base Contract Items	\$233,652.61

TOTAL CONTRACTOR INVOICE AMOUNT

\$365,349.99

LESS BART RETENTION	\$0.00
LESS ESCROW RETENTION	\$18,267.50
LESS LIQUIDATED DAMAGES	\$0.00
LESS STOP NOTICE	\$0.00
LESS LABOR COMPLIANCE DEFICIENCIES	\$0.00
LESS OTHER DEDUCTIONS	\$0.00

PLUS BART RETENTION RELEASE	\$0.00
PLUS ESCROW RETENTION RELEASE	\$0.00
PLUS LIQUIDATED DAMAGES RELEASE	\$0.00
PLUS STOP NOTICE RELEASE	\$0.00
PLUS LABOR COMPLIANCE DEFICIENCIES	\$0.00
PLUS OTHER DEDUCTIONS RELEASE	\$0.00

AMOUNT DUE CONTRACTOR THIS PERIOD FROM BART
AMOUNT DUE CONTRACTOR THIS PERIOD FROM ESCROW

\$347,082.49

\$0.00

TOTAL PREVIOUS EARNINGS

PREVIOUS PAYMENTS	PREVIOUS BASE AMOUNT	\$9,319,214.39
	PREVIOUS TOTAL CHANGES	\$337,003.73

TOTAL PREVIOUS EARNINGS, SCHEDULE ATTACHED

\$9,656,218.12

TOTAL PREVIOUS DEDUCTIONS

PREVIOUS DEDUCTIONS	
BART RETENTION	\$0.00
ESCROW RETENTION	\$482,810.92
LIQUIDATED DAMAGES	\$0.00
STOP NOTICE	\$0.00
OTHER DEDUCTIONS	
LABOR COMPLIANCE DEFICIENCIES	\$0.00
OTHER	\$0.00

TOTAL PREVIOUS DEDUCTIONS \$482,810.92

ESCROW COMPANY Fremont Bank
ESCROW ADDRESS 25151 Clawiter Road
Hayward, California 94545
ESCROW ACCOUNT NO 25-917943
SECURITIES ON DEPOSIT: YES: _ NO: _

STATUS REPORT INCLUDING THIS INVOICE

AUTHORIZED BASE CONTRACT	\$9,835,000.00	EARNED BASE AMOUNT	\$9,552,867.00
AUTHORIZED CHANGE ORDERS	\$523,542.90	EARNED CHANGE ORDER AMOUNT	\$468,701.11
TOTAL AUTHORIZED CONTRACT	\$10,358,542.90	TOTAL EARNED AMOUNT	\$10,021,568.11
RELEASED DEDUCTIONS		TOTAL DEDUCTIONS	\$501,078.42
BART RETENTION	\$0.00	BART RETENTION	\$0.00
ESCROW RETENTION	\$0.00	ESCROW RETENTION	\$501,078.42
LIQUIDATED DAMAGES	\$0.00	LIQUIDATED DAMAGES	\$0.00
STOP NOTICE	\$0.00	STOP NOTICE	\$0.00
LABOR COMPLIANCE DEFICIENCIES	\$0.00	LABOR COMPLIANCE DEFICIENCIES	\$0.00
OTHER	\$0.00	OTHER	\$0.00
PERCENT EARNED TO DATE	96.75%	PERCENT RETENTION TO DATE	5.00%

SUBMITTED BY  Digitally signed by Neil Hannan
Date: 2022.06.14 00:20:19-07'00'
RESIDENT ENGINEER DATE

CONCURRED BY  6/15/22
Project Manager DATE

REVIEWED BY _____ DATE

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BART's Invoice email address
AP_Supplier@BART.gov

CONSTRUCTION
PAYMENT
APPLICATION

CO 001 - \$535,000.00 (Included in Base Contract Amount)

CO 002 - 12,439.00

CO 003 - \$5,929.38

CO 004 - \$7,449.70

CO 005 - \$20,907.86

CO 006 PART 1 - \$65,646.00

CO 006 PART 2 - \$0

CO 007 - \$1,848.38

CO 008 - \$42,000.00

CO 009 - \$173,000.00

CO 010 - \$22,070.79

CO 011 - \$48,605.79

CO 012 - \$31,324.00

CO 013 - (\$23,052.00)

CO 014 - (\$20,000.00)

CO 015 - (\$47,187.00)

CO 016 - (\$45,254.00)

CO 017 - \$56,086.00

CO 018 - \$30,000.00

CO 019 - \$90,912.00

CO 020 - (\$79,041.00)

CO 021 - \$26,236.00

SUBMITTED BY  Digitally signed by Neil Hannan
Date: 2022.06.14 00:20:39-07'00'
RESIDENT ENGINEER DATE

CONCURRED BY David Silva 6/15/22
Project Manager DATE

REVIEWED BY _____
DATE

C6



San Francisco Bay Area Rapid Transit District

CONTRACT 04SF-190
DESCRIPTION Antioch Station Expansion Parking Project and
Miscellaneous Site Improvements
PAYMENT NO. 10
PERIOD ENDING March 20, 2022


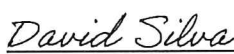
CONSTRUCTION CONTRACT PAYMENT DELIVERABLES CHECKLIST

(Completed checklist is for documentation purposes and shall be retained in R.E.'s Contract Construction File)

- ☒ 1. Monthly Progress Status Report & Schedule Update, Submitted & Reviewed (GC8.2.1, Contract Spec Sec. 01 32 16, 1.03 & 1.05),
- ☒ 2. Lien Releases, Received (GC9.7.3) Contract Requirement Yes ; No X
- ☐ 3. Material Invoices, Received (GC9.3.3.2) - For Payment of Stored Materials Only
- ☒ 4. "As-Built" or Record Drawings, Reviewed & Verified As Up-To-Date (Contract Spec Sec. 01 78 39, 1.03)
- ☒ 5. Certified Payroll, Received (GC7.1.3.5.b)
- ☒ 6. MBE/WBE/LSB Monthly Utilization Report (MUR) , Received (SC7.1.6)

Comments: Pay App request for Bid Item work including electrical site work, civil site work, Canal Rd gate work, and Slatten Ranch Rd work. This form certifies the checked items. No material invoices required for this pay app. As-Built's have been reviewed. CPR-V form included, and CPR has been provided in Elations; no CPR with this document for employee identity protection. Conditional Waiver and Release Upon Progress Payment document provided to waive and release lien, stop payment notice, etc.

With the referenced payment request, I hereby acknowledge reviewing the above listed items for Contract compliance.

	<small>Digitally signed by Neil Hannan Date: 2022.06.14 00:20:54-07'00'</small>	<u>June 14, 2022</u>
Resident Engineer		Date
		<u>6/15/22</u>
Project Manager		Date

C7

O.C. JONES & SONS, INC.

1520 Fourth Street
Berkeley, CA 94710
Direct Line: (510) 809-3422
Direct Fax: (510) 809-3522
ssharma@ocjones.com

RE RECEIVED VIA EMAIL ON
TUESDAY JUNE 7, 2022 @
3:42 PM.

LETTER OF TRANSMITTAL

TO: SF BART DISTRICT
300 LAKESIDE DRIVE
OAKLAND CA 94612

510-464-6383
nhannan@ghirardelliassoc.com

SUBJECT: BART Antloch Parking Lot
OCJ Job No. 219523

ATTN: Neil Hannan

DATE: June 7, 2022

No. of Copies	WE SEND YOU THE FOLLOWING DOCUMENTS FOR ACTION OR USE AS INDICATED	For Your Files or Information	Sign & Return Both Copies for Our Signature	Returned Signed as Requested	For Approval or Action	For Your Review and Comment	Returned as Requested	See Note Below
1	Revised Invoice #71011R2	XX			XX			XX
1	Schedule of Values	XX			XX			XX
1	Conditional Release Upon Progress	XX			XX			XX
1	Revised CPR-V Form	XX			XX			XX
1	Additional CPR Reports	XX			XX			XX

NOTES: Please let me know if you need any additional information in order to process our payment. Thank you.

Sincerely,
O.C. JONES & SONS, INC.
Sushila Sharma

Project Administrator

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O.C. JONES & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

INVOICE

SF BART DISTRICT
300 LAKESIDE DRIVE
OAKLAND CA 94612
Attention: Neil Hannan

INVOICE NO.: 71011R2
BILLING NO.: 010
DATE: 5/10/2022
OCJ JOB NO.: 219523

JOB DESCRIPTION:
BART Antioch Parking Lot

BILLED TO DATE THRU	3/20/22	\$10,021,568.11
PREVIOUS BILLED TO DATE		\$9,656,218.12
GROSS BILLING THIS INVOICE		\$365,349.99
RETENTION	5%	\$18,267.50
NET BILLING THIS INVOICE		\$347,082.49

If you have any questions regarding this billing, please contact:

Project Manager: Brandon Mink
Project Administrator: Sushila Sharma

OWNER

MAIN OFFICE ADDRESS
1520 FOURTH STREET
BERKELEY, CA 94710

TELEPHONE (510) 526-3424
FAX (510) 525-0457

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C/D

O.C. JONES & SONS, INC.

Project: BART Antioch Parking Lot
 General: SF BART DISTRICT
 OCJ Job 219523

Date 5/10/2022
 Work Complete Thru 3/20/2022
 Progress Estimate No. 010

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
CONTRACT WORK													
GROUP A - GENERAL													
A-1	PARTNERING					20,000.00							
A-1.1	PARTNERING	LS	1.00		20,000.00	20,000.00		0.00	0.00	0.00			0.00
A-2	MOBILIZATION					600,000.00							
A-2.1	30% MOB	LS	1.00		180,000.00	180,000.00	1.00	180,000.00	0.00	0.00	1.00	100%	180,000.00
A-2.2	40% MOB	LS	1.00		240,000.00	240,000.00	1.00	240,000.00	0.00	0.00	1.00	100%	240,000.00
A-2.3	10% MOB	LS	1.00		60,000.00	60,000.00	0.00	0.00	0.75	45,000.00	0.75	75%	45,000.00
A-2.4	20% MOB	LS	1.00		120,000.00	120,000.00	0.00	0.00	1.00	120,000.00	1.00	100%	120,000.00
GROUP B - ANTIOCH STATION EXPANSION PARKING LOT													
B-1	DIFFERING SITE CONDITIONS					100,000.00							
B-1.1	DIFFERING SITE CONDITIONS	LS	1.00		100,000.00	100,000.00	0.05	4,867.00	0.00	0.00	0.05	5%	4,867.00
B-2	SIGNAGE, STRIPING, AND MARKING ALLOWANCE					50,000.00							
B-2.1	SIGNAGE, STRIPING, AND MARKING ALLOWANCE	LS	1.00		50,000.00	50,000.00		0.00	0.00	0.00			0.00
B-3	CIVIL SITE WORK					2,970,000.00							
B-3.1.1	SWPPP INSTALL - 60%	LS	1.00		60,730.80	60,730.80	1.00	60,730.80	0.00	0.00	1.00	100%	60,730.80
B-3.1.2	SWPPP MAINTAIN - 20%	LS	1.00		20,243.60	20,243.60	0.98	19,737.51	0.03	506.09	1.00	100%	20,243.60
B-3.1.3	SWPPP REMOVE - 20%	LS	1.00		20,243.60	20,243.60	0.75	15,182.70	0.25	5,060.90	1.00	100%	20,243.60
B-3.2	DEMO/CLEAR & GRUB	LS	1.00		38,818.00	38,818.00	1.00	38,818.00	0.00	0.00	1.00	100%	38,818.00
B-3.3	ROUGH GRADE SUBGRADE	CY	11,900.00		\$18.42	219,198.00	11,900.00	219,198.00	0.00	0.00	11,900.00	100%	219,198.00
B-3.4	EXCAVATE BIORETENTION	CY	540.00		\$30.41	16,421.40	540.00	16,421.40	0.00	0.00	540.00	100%	16,421.40
B-3.5	FINISH GRADE SUBGRADE	SF	274,505.00		\$0.55	150,977.75	274,505.00	150,977.75	0.00	0.00	274,505.00	100%	150,977.75
B-3.6	INSTALL IMPERMEABLE LINER	LF	1,400.00		\$38.93	54,502.00	1,400.00	54,502.00	0.00	0.00	1,400.00	100%	54,502.00
B-3.7	GRADE FOR CURBS	LF	3,640.00		\$17.12	62,316.80	3,640.00	62,316.80	0.00	0.00	3,640.00	100%	62,316.80
B-3.8	CONTOUR GRADING	SF	49,715.00		\$0.85	42,257.75	49,715.00	42,257.75	0.00	0.00	49,715.00	100%	42,257.75
B-3.9	BULK IN AB	TN	7,560.00		\$32.10	242,676.00	7,560.00	242,676.00	0.00	0.00	7,560.00	100%	242,676.00
B-3.10	FINISH GRADE AB	SF	274,145.00		\$0.55	150,779.75	274,145.00	150,779.75	0.00	0.00	274,145.00	100%	150,779.75
B-3.11	PLACE HMA	TN	5,800.00		\$112.31	651,398.00	5,800.00	651,398.00	0.00	0.00	5,800.00	100%	651,398.00
B-3.12	INSTALL BIORETENTION	SF	29,250.00		\$20.92	611,910.00	29,250.00	611,910.00	0.00	0.00	29,250.00	100%	611,910.00
B-3.13	INSTALL RSP	TN	30.00		\$500.00	15,000.00	30.00	15,000.00	0.00	0.00	30.00	100%	15,000.00
B-3.14	INSTALL RC CURB	LF	1,871.00		\$38.94	72,856.74	1,871.00	72,856.74	0.00	0.00	1,871.00	100%	72,856.74
B-3.15	INSTALL RC DEEP CURB	LF	1,495.00		\$52.97	79,190.15	1,495.00	79,190.15	0.00	0.00	1,495.00	100%	79,190.15
B-3.16	INSTALL CURB ISLANDS	LF	1,700.00		\$55.71	94,707.00	1,700.00	94,707.00	0.00	0.00	1,700.00	100%	94,707.00
B-3.17	INSTALL ELECTRICAL PADS	SF	800.00		\$35.70	28,560.00	800.00	28,560.00	0.00	0.00	800.00	100%	28,560.00

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O.C. JONES & SONS, INC.

Project: BART Antioch Parking Lot
General: SF BART DISTRICT
OCJ Job 219523

Date 5/10/2022
Work Complete Thru 3/20/2022
Progress Estimate No. 010

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
B-3.18	INSTALL RC SIDEWALKS	SF	7,219.00		\$12.17	87,855.23	7,219.00	87,855.23	0.00	0.00	7,219.00	100%	87,855.23
B-3.19	INSTALL PCC PATHWAY	SF	1,860.00		\$14.20	26,412.00	1,860.00	26,412.00	0.00	0.00	1,860.00	100%	26,412.00
B-3.20	INSTALL PCC SLOPE PAVING	SF	650.00		\$20.82	13,533.00	650.00	13,533.00	0.00	0.00	650.00	100%	13,533.00
B-3.21	INSTALL HANDICAP RAMPS	EA	6.00		\$1,500.00	9,000.00	6.00	9,000.00	0.00	0.00	6.00	100%	9,000.00
B-3.22	INSTALL VALLEY GUTTER	SF	408.00		\$30.30	12,362.40	408.00	12,362.40	0.00	0.00	408.00	100%	12,362.40
B-3.23	STALL PCC ACCESS PATHWAY AND STAIRS	LS	1.00		15,050.03	15,050.03	1.00	15,050.03	0.00	0.00	1.00	100%	15,050.03
B-3.24	INSTALL ACCESS GATE PAD CONCRETE	EA	1.00		7,500.00	7,500.00	1.00	7,500.00	0.00	0.00	1.00	100%	7,500.00
B-3.25	INSTALL CHAIN LINK FENCE	LF	330.00		120.00	39,600.00	330.00	39,600.00	0.00	0.00	330.00	100%	39,600.00
B-3.26	INSTALL HANDRAILING	LF	360.00		160.00	57,600.00	360.00	57,600.00	0.00	0.00	360.00	100%	57,600.00
B-3.27	INSTALL GUARD RAIL	LF	760.00		80.00	60,800.00	760.00	60,800.00	0.00	0.00	760.00	100%	60,800.00
B-3.28	INSTALL MAINTENANCE FACILITY GATE	EA	1.00		7,500.00	7,500.00	0.85	6,375.00	0.15	1,125.00	1.00	100%	7,500.00
B-4	STRIPING, MARKINGS, AND SIGNAGE					350,000.00							
B-4.1	INSTALL WHEEL BUMPERS	EA	495.00		155.00	76,725.00	495.00	76,725.00	0.00	0.00	495.00	100%	76,725.00
B-4.2	LAYOUT & STRIPE STALLS	LS	1.00		25,431.38	25,431.38	1.00	25,431.38	0.00	0.00	1.00	100%	25,431.38
B-4.3	LAYOUT & STRIPE H/C STALLS	EA	62.00		280.00	17,360.00	62.00	17,360.00	0.00	0.00	62.00	100%	17,360.00
B-4.4	INSTALL SIGNS	EA	142.00		414.99	58,928.58	142.00	58,928.58	0.00	0.00	142.00	100%	58,928.58
B-4.5	INSTALL THERMO	SF	4,000.00		8.00	32,000.00	4,000.00	32,000.00	0.00	0.00	4,000.00	100%	32,000.00
B-4.6	INSTALL THERMO NUMBERS	EA	4,400.00		25.90	113,960.00	4,400.00	113,960.00	0.00	0.00	4,400.00	100%	113,960.00
B-4.7	INSTALL THERMO MOTORCYCLE HOOPS	EA	16.00		1,599.69	25,595.04	16.00	25,595.04	0.00	0.00	16.00	100%	25,595.04
B-5	LIME-CEMENT SOIL STABILIZATION					300,000.00							
B-5.1	LIME-CEMENT TREAT	SF	257,200.00		0.82	210,904.00	257,200.00	210,904.00	0.00	0.00	257,200.00	100%	210,904.00
B-5.2	LIME TREAT SUPPORT	LS	1.00		40,228.00	40,228.00	1.00	40,228.00	0.00	0.00	1.00	100%	40,228.00
B-5.3	FINISH GRADE LIME TREAT	SF	257,200.00		0.19	48,868.00	257,200.00	48,868.00	0.00	0.00	257,200.00	100%	48,868.00
B-6	ELECTRICAL & COMMUNICATIONS SITE WORK					3,350,000.00							
B-6.1	LAYOUT	LS	1.00		25,310.00	25,310.00	1.00	25,310.00	0.00	0.00	1.00	100%	25,310.00
B-6.2	POTHOLE	LS	1.00		30,000.00	30,000.00	1.00	30,000.00	0.00	0.00	1.00	100%	30,000.00
B-6.3	PVC CONDUIT INSTALLED (TRENCHED & BACKFILLED)	LF	41,400.00		41.00	1,697,400.00	41,400.00	1,697,400.00	0.00	0.00	41,400.00	100%	1,697,400.00
B-6.4	BOX (COMM/ELECTRIC)	EA	263.00		2,100.00	552,300.00	263.00	552,300.00	0.00	0.00	263.00	100%	552,300.00
B-6.5	GRC PVC COATED CONDUIT	LF	1,450.00		77.00	111,650.00	1,450.00	111,650.00	0.00	0.00	1,450.00	100%	111,650.00
B-6.6	FOUNDATIONS COMM / SL	EA	108.00		2,875.00	310,500.00	108.00	310,500.00	0.00	0.00	108.00	100%	310,500.00
B-6.7	POLE SL / COMM	EA	108.00		2,725.00	294,300.00	108.00	294,300.00	0.00	0.00	108.00	100%	294,300.00
B-6.8	CABINET BASE	EA	11.00		1,350.00	14,850.00	11.00	14,850.00	0.00	0.00	11.00	100%	14,850.00
B-6.9	CABINET ENCLOSURE	EA	11.00		1,000.00	11,000.00	11.00	11,000.00	0.00	0.00	11.00	100%	11,000.00

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O.C. JONES & SONS, INC.

Project: BART Antioch Parking Lot
General: SF BART DISTRICT
OCJ Job 219523

Date 5/10/2022
Work Complete Thru 3/20/2022
Progress Estimate No. 010

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
B-6.10	WIRE / CABLE	LF	97,000.00		2.00	194,000.00	97,000.00	194,000.00	0.00	0.00	97,000.00	100%	194,000.00
B-6.11	PULL ROPE	LS	1.00		70,000.00	70,000.00	1.00	70,000.00	0.00	0.00	1.00	100%	70,000.00
B-6.12	FO CABLE	LS	1.00		20,690.00	20,690.00	1.00	20,690.00	0.00	0.00	1.00	100%	20,690.00
B-6.13	TRANSFORMER PAD	EA	2.00		4,000.00	8,000.00	2.00	8,000.00	0.00	0.00	2.00	100%	8,000.00
B-6.14	TRAINING	LS	1.00		10,000.00	10,000.00	0.00	0.00	1.00	10,000.00	1.00	100%	10,000.00
B-7	ELECTRICAL STREET LIGHTS - FRONTAGE ROAD	LS	1.00		330,000.00	330,000.00							
B-7.1	LAYOUT	LS	1.00		3,500.00	3,500.00	1.00	3,500.00	0.00	0.00	1.00	100%	3,500.00
B-7.2	POTHOLE	LS	1.00		10,000.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	100%	10,000.00
B-7.3	PVC CONDUIT	LF	1,500.00		65.00	97,500.00	1,500.00	97,500.00	0.00	0.00	1,500.00	100%	97,500.00
B-7.4	BOX	EA	16.00		2,900.00	46,400.00	16.00	46,400.00	0.00	0.00	16.00	100%	46,400.00
B-7.5	SL FOUNDATION	EA	14.00		4,800.00	67,200.00	14.00	67,200.00	0.00	0.00	14.00	100%	67,200.00
B-7.6	SL POLE	EA	14.00		5,500.00	77,000.00	14.00	77,000.00	0.00	0.00	14.00	100%	77,000.00
B-7.7	WIRE	LS	1.00		28,400.00	28,400.00	1.00	28,400.00	0.00	0.00	1.00	100%	28,400.00
B-8	LANDSCAPING AND IRRIGATION	LS	1.00		450,000.00	450,000.00							
B-8.1	SOIL PREP	LS	1.00		13,503.00	13,503.00	1.00	13,503.00	0.00	0.00	1.00	100%	13,503.00
B-8.2	HYDROSEED	LS	1.00		21,000.00	21,000.00	0.75	15,750.00	0.25	5,250.00	1.00	100%	21,000.00
B-8.3	CARDBOARD MULCH	LS	1.00		19,290.00	19,290.00	1.00	19,290.00	0.00	0.00	1.00	100%	19,290.00
B-8.4	JUTE MESH	LS	1.00		10,539.50	10,539.50	1.00	10,539.50	0.00	0.00	1.00	100%	10,539.50
B-8.5	24" BOX TREES	LS	1.00		40,431.50	40,431.50	1.00	40,431.50	0.00	0.00	1.00	100%	40,431.50
B-8.6	15 GALLON TREE	LS	1.00		3,591.00	3,591.00	1.00	3,591.00	0.00	0.00	1.00	100%	3,591.00
B-8.7	5 GALLON SHRUBS	LS	1.00		35,146.50	35,146.50	1.00	35,146.50	0.00	0.00	1.00	100%	35,146.50
B-8.8	1 GALLON SHRUBS	LS	1.00		45,387.00	45,387.00	1.00	45,387.00	0.00	0.00	1.00	100%	45,387.00
B-8.9	MULCH	LS	1.00		20,879.00	20,879.00	1.00	20,879.00	0.00	0.00	1.00	100%	20,879.00
B-8.10	BIO SOIL PREP	LS	1.00		17,920.00	17,920.00	1.00	17,920.00	0.00	0.00	1.00	100%	17,920.00
B-8.11	PLANT ESTABLISHMENT	MO	4.00		6,000.00	24,000.00	2.00	12,000.00	2.00	12,000.00	4.00	100%	24,000.00
B-8.12	CONTROLLER / MCV / FS / RS	LS	1.00		15,700.00	15,700.00	1.00	15,700.00	0.00	0.00	1.00	100%	15,700.00
B-8.13	BFP / PRV	LS	1.00		4,483.00	4,483.00	1.00	4,483.00	0.00	0.00	1.00	100%	4,483.00
B-8.14	REMOTE CONTROL VALVES	LS	1.00		17,607.50	17,607.50	1.00	17,607.50	0.00	0.00	1.00	100%	17,607.50
B-8.15	QUICK COUPLER / GATE VALVES	LS	1.00		9,299.00	9,299.00	1.00	9,299.00	0.00	0.00	1.00	100%	9,299.00
B-8.16	MAIN LINE	LS	1.00		22,060.00	22,060.00	1.00	22,060.00	0.00	0.00	1.00	100%	22,060.00
B-8.17	LATERAL LINE	LS	1.00		38,100.00	38,100.00	1.00	38,100.00	0.00	0.00	1.00	100%	38,100.00
B-8.18	DRIP LINE	LS	1.00		17,605.00	17,605.00	1.00	17,605.00	0.00	0.00	1.00	100%	17,605.00
B-8.19	BUBBLERS / SPRAY	LS	1.00		11,340.00	11,340.00	1.00	11,340.00	0.00	0.00	1.00	100%	11,340.00

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O.C. JONES & SONS, INC.

Project: BART Antioch Parking Lot
 General: SF BART DISTRICT
 OCJ Job 219523

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 Progress Estimate No. 010

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
B-8.20	MISC MATERIAL	LS	1.00		8,000.00	8,000.00	1.00	8,000.00	0.00	0.00	1.00	100%	8,000.00
B-8.21	SLEEVES / CONDUIT	LS	1.00		49,818.00	49,818.00	1.00	49,818.00	0.00	0.00	1.00	100%	49,818.00
B-8.22	WIRE / FS WIRE	LS	1.00		4,300.00	4,300.00	1.00	4,300.00	0.00	0.00	1.00	100%	4,300.00
GROUP C - ANTIOCH STATION EXISTING PARKING LOT													
C-1	DIFFERING SITE CONDITIONS					100,000.00							
C-1.1	DIFFERING SITE CONDITIONS	LS	1.00		100,000.00	100,000.00	1.00	100,000.00	0.00	0.00	1.00	100%	100,000.00
C-2	IRRIGATION					50,000.00							
C-2.1	IRRIGATION	LS	1.00		50,000.00	50,000.00		0.00	0.00	0.00			0.00
C-3	CIVIL SITE WORK					275,000.00							
C-3.1	STAGING & TRAFFIC CONTROL	LS	1.00		15,598.00	15,598.00	1.00	15,598.00	0.00	0.00	1.00	100%	15,598.00
C-3.2	SWPPP	LS	1.00		4,330.00	4,330.00	0.95	4,113.50	0.05	216.50	1.00	100%	4,330.00
C-3.3	DEMO/CLEAR & GRUB	LS	1.00		19,973.00	19,973.00	1.00	19,973.00	0.00	0.00	1.00	100%	19,973.00
C-3.4	SUBGRADE	LS	1.00		36,472.00	36,472.00	1.00	36,472.00	0.00	0.00	1.00	100%	36,472.00
C-3.5	PLACE AB	LS	1.00		38,864.00	38,864.00	1.00	38,864.00	0.00	0.00	1.00	100%	38,864.00
C-3.6	PLACE AB	LS	1.00		20,882.00	20,882.00	1.00	20,882.00	0.00	0.00	1.00	100%	20,882.00
C-3.7	UD PIPE	LS	1.00		10,429.00	10,429.00	1.00	10,429.00	0.00	0.00	1.00	100%	10,429.00
C-3.8	FOG SEAL	LS	1.00		2,000.00	2,000.00		0.00	0.00	0.00			0.00
C-3.9	INSTALL PCC BIKE PAD	SF	651.00		22.00	14,322.00	651.00	14,322.00	0.00	0.00	651.00	100%	14,322.00
C-3.10	INSTALL RC DEEP CURB	LF	538.00		53.00	28,514.00	538.00	28,514.00	0.00	0.00	538.00	100%	28,514.00
C-3.11	INSTALL RC SIDEWALK	SF	2,463.00		22.00	54,186.00	2,463.00	54,186.00	0.00	0.00	2,463.00	100%	54,186.00
C-3.12	RELOCATED BIKE LOCKERS	LS	1.00		10,500.00	10,500.00	1.00	10,500.00	0.00	0.00	1.00	100%	10,500.00
C-3.13	STRIPING & SIGNAGE	LS	1.00		18,930.00	18,930.00	1.00	18,930.00	0.00	0.00	1.00	100%	18,930.00
C-4	STATION ENTRY HOUSE RAILING					180,000.00							
C-4.1	INSTALL RAILING AND PLYWOOD	LF	170.00		1,058.82	180,000.00	165.00	174,705.88	5.00	5,294.12	170.00	100%	180,000.00
GROUP D - CANAL ROAD BART MOW ACCESS GATES													
D-1	DIFFERING SITE CONDITIONS					50,000.00							
D-1.1	DIFFERING SITE CONDITIONS	LS	1.00		50,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00		0.00
D-2	ACCESS GATES	LS	1.00		125,000.00	125,000.00							
D-2.1	TEMP FENCE	LS	1.00		2,400.00	2,400.00	1.00	2,400.00	0.00	0.00	1.00	100%	2,400.00
D-2.2	DEMO & GRADE FOR SLIDING GATE	LS	1.00		4,500.00	4,500.00	1.00	4,500.00	0.00	0.00	1.00	100%	4,500.00
D-2.3	INSTALL EAST & WEST END GATE PACKAGES	LS	1.00		30,000.00	30,000.00	0.90	27,000.00	0.10	3,000.00	1.00	100%	30,000.00
D-2.4	INSTALL MOW GATE PACKAGE	LS	1.00		22,000.00	22,000.00	0.90	19,800.00	0.10	2,200.00	1.00	100%	22,000.00
D-2.5	INSTALL TRANSFER PLATFORM GATE PACKAGE	LS	1.00		18,000.00	18,000.00	0.95	17,100.00	0.05	900.00	1.00	100%	18,000.00

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O.C. JONES & SONS, INC.

Project: BART Antioch Parking Lot
 General: SF BART DISTRICT
 OCJ Job 219523

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 Work Complete Thru 3/20/2022
 Progress Estimate No. 010

ITEM NO.	DESCRIPTION	UNIT MEAS	ORIG QTY	REV QTY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO DATE QTY	%	TO DATE AMOUNT
D-2.6	CONDUIT INSTALLATION	LF	1,500.00		15.00	22,500.00	1,500.00	22,500.00	0.00	0.00	1,500.00	100%	22,500.00
D-2.7	NEMA BOX	EA	9.00		500.00	5,400.00	9.00	5,400.00	0.00	0.00	9.00	100%	5,400.00
D-2.8	BOX	EA	6.00		1,200.00	7,200.00	6.00	7,200.00	0.00	0.00	6.00	100%	7,200.00
D-2.9	POLE	EA	2.00		2,000.00	4,000.00	2.00	4,000.00	0.00	0.00	2.00	100%	4,000.00
D-2.10	WIRE	LS	1.00		9,000.00	9,000.00	1.00	9,000.00	0.00	0.00	1.00	100%	9,000.00
						0.00		0.00	0.00	0.00			0.00
SUBTOTAL CONTRACT WORK						9,300,000.00		8,807,314.39		210,552.61			9,017,867.00

CHANGE ORDERS													
OPTION 1													
E-2	SLATTEN RANCH ROAD IMPROVEMENTS												
E-2.1	TRAFFIC CONTROL	LS	1.00		5,000.00	5,000.00	1.00	5,000.00	0.00	0.00	1.00	100%	5,000.00
E-2.2	SWPPP	LS	1.00		4,000.00	4,000.00	0.85	3,400.00	0.15	600.00	1.00	100%	4,000.00
E-2.3	DEMO	LS	1.00		55,000.00	55,000.00	1.00	55,000.00	0.00	0.00	1.00	100%	55,000.00
E-2.4	CLEAR & GRUB	LS	1.00		17,000.00	17,000.00	1.00	17,000.00	0.00	0.00	1.00	100%	17,000.00
E-2.5	SUBGRADE	LS	1.00		44,000.00	44,000.00	0.95	41,800.00	0.05	2,200.00	1.00	100%	44,000.00
E-2.6	AGGREGATE BASE	LS	1.00		52,000.00	52,000.00	0.95	49,400.00	0.05	2,600.00	1.00	100%	52,000.00
E-2.7	HMA	LS	1.00		34,000.00	34,000.00	0.95	32,300.00	0.05	1,700.00	1.00	100%	34,000.00
E-2.8	PLANTING & IRRIGATION	LS	1.00		55,000.00	55,000.00	0.95	52,250.00	0.05	2,750.00	1.00	100%	55,000.00
E-2.9	CONCRETE	LS	1.00		105,000.00	105,000.00	0.90	94,500.00	0.10	10,500.00	1.00	100%	105,000.00
E-2.10	CHAIN LINK FENCE	LS	1.00		34,000.00	34,000.00	1.00	34,000.00	0.00	0.00	1.00	100%	34,000.00
E-2.11	STRIPING AND SIGNAGE	LS	1.00		55,000.00	55,000.00	0.95	52,250.00	0.05	2,750.00	1.00	100%	55,000.00
E-3	SIGNAL MODIFICATIONS												
E-3.1	SIGNAL MODIFICATIONS	LS	1.00		75,000.00	75,000.00	1.00	75,000.00	0.00	0.00	1.00	100%	75,000.00
CO-008	MODIFY GRADING FOR ADA STALLS AT EXISTING PARKING LOTS	LS	1.00		42,000.00	42,000.00	1.00	42,000.00	0.00	0.00	1.00	100%	42,000.00
CO-009	OPT-1 DESIGN CHANGES	LS	1.00		173,000.00	173,000.00	1.00	173,000.00	0.00	0.00	1.00	100%	173,000.00
CO-003	WATERBOARD FEE	LS	1.00		894.70	894.70	1.00	894.70	0.00	0.00	1.00	100%	894.70
CO-003	ADDITIONAL STRIPING NEW LOT	LS	1.00		5,034.68	5,034.68	1.00	5,034.68	0.00	0.00	1.00	100%	5,034.68
CO-006-1	ADDITIONAL LIGHTING PART 1	LS	1.00		65,646.00	65,646.00	1.00	65,646.00	0.00	0.00	1.00	100%	65,646.00
CO-004	MAINTENANCE FACILITY EGRESS CAMERAS	LS	1.00		9,299.70	9,299.70	1.00	9,299.70	0.00	0.00	1.00	100%	9,299.70
CO-004	MODIFY SIGNAGE & MARKING EXISTING LOT	LS	1.00		-1,850.00	-1,850.00	1.00	-1,850.00	0.00	0.00	1.00	100%	-1,850.00
CO-007	ADDED LIGHTING MAINTENANCE FACILITY GATE	LS	1.00		1,848.38	1,848.38	0.00	0.00	1.00	1,848.38	1.00	100%	1,848.38
CO-010	EMERGENCY CALL BOX ACTIVATION	LS	1.00		22,070.79	22,070.79	1.00	22,070.79	0.00	0.00	1.00	100%	22,070.79

C/S

O.C. JONES & SONS, INC.

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CO-005	GENERATOR CONNECTION BOX	LS	1.00		20,907.86	20,907.86	1.00	20,907.86	0.00	0.00	1.00	100%	20,907.86
CO-012	CHANGE ORDER 12	LS	1.00		31,324.00	31,324.00		0.00	1.00	31,324.00	1.00	100%	31,324.00
CO-018	CHANGE ORDER 18	LS	1.00		30,000.00	30,000.00		0.00	1.00	30,000.00	1.00	100%	30,000.00
CO-017	CHANGE ORDER 17	LS	1.00		56,086.00	56,086.00		0.00	1.00	56,086.00	1.00	100%	56,086.00
CO-002	CHANGE ORDER 2	LS	1.00		12,439.00	12,439.00		0.00	1.00	12,439.00	1.00	100%	12,439.00
								0.00	0.00	0.00			
SUBTOTAL CHANGE ORDERS						1,003,701.11		848,903.73		154,797.38			1,003,701.11

TOTAL
 RETENTION
 NET AMOUNT OF ESTIMATE

10,303,701.11	9,656,218.12	365,349.99	10,021,568.11
	482,810.91	18,267.50	501,078.41
	9,173,407.22	347,082.49	9,520,489.70



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710

OCJ# 71011R2

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

IDENTIFYING INFORMATION

Name of Claimant: O.C. JONES & SONS, INC.
Name of Customer: SF BART DISTRICT
Job Location: 1780 Slatten Ranch Rd. Antioch CA 94509
Owner: SF BART District
Through Date: March 20, 2022

CONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: SF BART DISTRICT
Amount of Check: \$347,082.49
Check Payable to: O.C. JONES & SONS, INC.

EXCEPTIONS

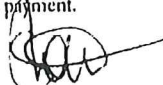
This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3)

The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: 
Claimant's Title: Sushila Sharma, Project Administrator
Date of Signature: 5/10/2022

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O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION

Name of Claimant: O. C. JONES & SONS, INC.
Name of Customer: SF BART DISTRICT
Job Location: 1780 SLATTEN RANCH RD.,
ANTIOCH 94509
Owner: SF BART DISTRICT
Through Date: 10/31/21

UNCONDITIONAL WAIVER AND RELEASE


This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:
\$ 290,987.21

EXCEPTIONS

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: 
PROJECT ADMINISTRATOR
Claimant's Title: _____
Date of Signature: 03/16/22

C17



1 Page(s)

11/30/21

Bay Area Rapid Transit District
300 Lakeside Drive, 21st Floor
Oakland, CA 94604

Project: Antioch Bart Parking Expansion
BART Contract #04SF-190
O.C. Jones Job #219523

Attn: Neil Hannan

Re: 04SF-190 Monthly Progress Report – November 2021 Billing

The critical path on the baseline currently runs through punchlist work in the new lot. O&M and testing procedures have been submitted by the subcontractors, but revisions are being required. Trainings are scheduled for OJO/Tesco/irrigation. Option 1 is complete. Miscellaneous CN work and punch list items are being completed at Option 1/Canal/New lot. Punchlist work is ongoing at Canal.

Sincerely,

Brandon Mink
Project Manager
O.C. Jones & Sons, Inc.



O.C. Jones & Sons, Inc.

1 Page(s)

12/31/21

Bay Area Rapid Transit District
300 Lakeside Drive, 21st Floor
Oakland, CA 94604

Project: Antioch Bart Parking Expansion
BART Contract #04SF-190
O.C. Jones Job #219523

Attn: Neil Hannan

Re: 04SF-190 Monthly Progress Report – December 2021 Billing

The critical path on the baseline currently runs through punchlist work in the new lot. O&M and testing procedures have been submitted by the subcontractors, but revisions are being required. Trainings are scheduled for OJO/Tesco. Irrigation training is complete. Option 1 is complete. Punchlist work is ongoing at Canal.

Sincerely,

Brandon Mink
Project Manager
O.C. Jones & Sons, Inc.



O.C. Jones & Sons, Inc.

1 Page(s)

1/31/22

Bay Area Rapid Transit District
300 Lakeside Drive, 21st Floor
Oakland, CA 94604

Project: Antioch Bart Parking Expansion
BART Contract #04SF-190
O.C. Jones Job #219523

Attn: Neil Hannan

Re: 04SF-190 Monthly Progress Report – January 2022 Billing

The critical path on the baseline currently runs through punchlist work in the new lot. O&M and testing procedures have been submitted by the subcontractors, but revisions are being required. Trainings are scheduled for Tesco. Ojo training is complete. Option 1 is complete. Punchlist work is ongoing at Canal.

Sincerely,

Brandon Mink
Project Manager
O.C. Jones & Sons, Inc.



1 Page(s)

2/28/22

Bay Area Rapid Transit District
300 Lakeside Drive, 21st Floor
Oakland, CA 94604

Project: Antioch Bart Parking Expansion
BART Contract #04SF-190
O.C. Jones Job #219523

Attn: Neil Hannan

Re: 04SF-190 Monthly Progress Report – February 2022 Billing

The critical path on the baseline currently runs through punchlist work in the new lot. O&M and testing procedures have been submitted by the subcontractors. Hard copies are being provided as O&M's are approved. Training is scheduled for Tesco. Ojo training is complete. Option 1 is complete. Canal work is complete.

Sincerely,

Brandon Mink
Project Manager
O.C. Jones & Sons, Inc.



1 Page(s)

3/31/22

Bay Area Rapid Transit District
300 Lakeside Drive, 21st Floor
Oakland, CA 94604

Project: Antioch Bart Parking Expansion
BART Contract #04SF-190
O.C. Jones Job #219523

Attn: Neil Hannan

Re: 04SF-190 Monthly Progress Report – March 2022 Billing

The critical path on the baseline currently runs through punchlist work in the new lot. O&M and testing procedures have been submitted by the subcontractors. Hard copies are being provided as O&M's are approved. Training for Tesco is complete. Option 1 is complete. Canal is complete.

Sincerely,

Brandon Mink
Project Manager
O.C. Jones & Sons, Inc.

C22

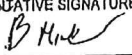
MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

CONTRACT NUMBER: 04SF-190		MONTH: November	YEAR: 2021	FEDERAL AID NUMBER: N/A		
PRIME CONTRACTOR: OC Jones & Sons		Job #219523				
		BUSINESS ADDRESS: 1520 Fourth Street, Berkeley, CA 94710				
WORK DESCRIPTION	DBE FIRM NAME AND BUSINESS ADDRESS	DBE TYPE	DATE OF PAYMENT	AMOUNT PAID	TOTAL PAID-TO-DATE	COMMENTS
Trucking - Semi Bottoms	ABSL 39393 Pacific St., Hayward, 94544	DBE			\$ 7,410.00	
Trucking - Semi Bottoms	All City Trucking PO Box 1275, Fremont 94538	MBE			\$ 99,172.75	
Fence	Golden Bay Fence 4104 South B Street, Stockton 95206	DBE			\$ 394,826.06	
SWPPP Materials	K&K Construction Supply 11280 Sunrise Park Drive Suite #B Rancho Cordova, 95742	WBE			\$ 44,824.53	
Landscape - Irrigation	RMT Landscape 421 Pendleton Way, Oakland 94621	DBE			\$ 462,900.53	
Trucking - Super Dumps	S&S Trucking 477 Roland Way, Oakland, 94621	MBE			\$ 40,417.40	
SWPPP	Tully Consulting 1650 N Lincoln St #A, Dixon, 95620	WBE	11/23/2021	\$ 500.00	\$ 21,450.00	
Building Supplies	Water Components & Building Supplies 44 Simms Street, San Rafael CA 94901	DBE			\$ 6,518.16	
CONTRACTOR REPRESENTATIVE SIGNATURE: <i>B. Mink</i>		CONTRACTOR'S REPRESENTATIVE NAME: Brandon Mink		BUSINESS PHONE NUMBER: (510) 526-3424		DATE: 12 / 10 / 2021

MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

CONTRACT NUMBER: 04SF-190		MONTH: December	YEAR: 2021	FEDERAL AIO NUMBER: N/A		
PRIME CONTRACTOR: OC Jones & Sons		BUSINESS ADDRESS: 1520 Fourth Street, Berkeley, CA 94710				
Job #219523						
WORK DESCRIPTION	DBE FIRM NAME AND BUSINESS ADDRESS	DBE TYPE	DATE OF PAYMENT	AMOUNT PAID	TOTAL PAID-TO-DATE	COMMENTS
Trucking - Semi Bottoms	ABSL 39393 Pacific St., Hayward, 94544	DBE			\$ 7,410.00	
Trucking - Semi Bottoms	All City Trucking P.O. Box 1275, Fremont 94538	MBE			\$ 99,172.75	
Building Supplies	The Construction Zone 4961 Pacheco Blvd., Martinez CA 94553	DBE	12/22/2021	\$ 47.85	\$ 47.85	
Fence	Golden Bay Fence 4104 South B Street, Stockton 95206	DBE			\$ 394,826.65	
SWPPP Materials	K&K Construction Supply 11280 Sunrise Park Drive Suite #B Rancho Cordova, 95742	WBE			\$ 44,824.53	
Landscape - Irrigation	RMT Landscape 421 Pendleton Way, Oakland 94621	DBE			\$ 462,900.53	
Trucking - Super Dumps	S&S Trucking 477 Roland Way, Oakland, 94621	MBE			\$ 40,417.40	
SWPPP	Tully Consulting 1650 N Lincoln St #A, Dixon, 95620	WBE			\$ 21,450.00	
Building Supplies	Water Components & Building Supplies 44 Simms Street, San Rafael CA 94901	DBE			\$ 6,518.16	
CONTRACTOR REPRESENTATIVE SIGNATURE: <i>Dr. B. Hink</i>		CONTRACTOR'S REPRESENTATIVE NAME: Brandon Mink		BUSINESS PHONE NUMBER: (510) 526-3424		DATE: 1/10/2022


MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

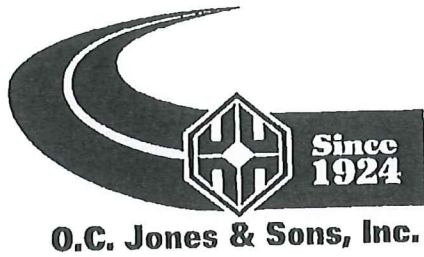
CONTRACT NUMBER: 04SF-190		MONTH: January	YEAR: 2022	FEDERAL AID NUMBER: N/A		
PRIME CONTRACTOR: OC Jones & Sons		Job #219523				
		BUSINESS ADDRESS: 1520 Fourth Street, Berkeley, CA 94710				
WORK DESCRIPTION	DBE FIRM NAME AND BUSINESS ADDRESS	DBE TYPE	DATE OF PAYMENT	AMOUNT PAID	TOTAL PAID-TO-DATE	COMMENTS
Trucking - Semi Bottoms	ABSL 39393 Pacific St., Hayward, 94544	DBE			\$ 7,410.00	
Trucking - Semi Bottoms	All City Trucking PO Box 1275, Fremont 94538	MBE			\$ 99,172.75	
Building Supplies	The Construction Zone 4961 Pacheco Blvd., Martinez CA 94553	DBE	1/21/2022	\$ 169.78	\$ 217.63	
Fence	Golden Bay Fence 4104 South B Street, Stockton 95206	DBE			\$ 394,826.65	
SWPPP Materials	K&K Construction Supply 11280 Sunrise Park Drive Suite #B Rancho Cordova, 95742	WBE			\$ 44,824.53	
Landscape - Irrigation	RMT Landscape 421 Pendleton Way, Oakland 94621	DBE			\$ 462,900.53	
Trucking - Super Dumps	S&S Trucking 477 Roland Way, Oakland, 94621	MBE			\$ 40,417.40	
SWPPP	Tully Consulting 1650 N Lincoln St #A, Dixon, 95620	WBE			\$ 21,450.00	
Building Supplies	Water Components & Building Supplies 44 Simms Street, San Rafael CA 94901	DBE	1/6/2022	\$ 1,052.13	\$ 7,570.29	
CONTRACTOR REPRESENTATIVE SIGNATURE: 		CONTRACTOR'S REPRESENTATIVE NAME: Brandon Mink		BUSINESS PHONE NUMBER: (510) 526-3424		DATE: 2 / 10 / 2022

MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

CONTRACT NUMBER: 04SF-190		MONTH: February	YEAR: 2022	FEDERAL AID NUMBER: N/A		
PRIME CONTRACTOR: OC Jones & Sons		BUSINESS ADDRESS: 1520 Fourth Street, Berkeley, CA 94710				
Job #219523						
WORK DESCRIPTION	DBE FIRM NAME AND BUSINESS ADDRESS	DBE TYPE	DATE OF PAYMENT	AMOUNT PAID	TOTAL PAID-TO-DATE	COMMENTS
Trucking - Semi Bottoms	ABSL 39393 Pacific St., Hayward, 94544	DBE		\$0.00	\$ 7,410.00	
Trucking - Semi Bottoms	All City Trucking PO Box 1275, Fremont 94538	MBE		\$0.00	\$ 99,172.75	
Building Supplies	The Construction Zone 4961 Pacheco Blvd., Martinez CA 94553	DBE		\$0.00	\$ 217.63	
Fence	Golden Bay Fence 4104 South B Street, Stockton 95206	DBE		\$0.00	\$ 394,826.65	
SWPPP Materials	K&K Construction Supply 11280 Sunrise Park Drive Suite #B Rancho Cordova, 95742	WBE		\$0.00	\$ 44,824.53	
Landscape - Irrigation	RMT Landscape 421 Pendleton Way, Oakland 94621	DBE		\$0.00	\$ 462,900.53	
Trucking - Super Dumps	S&S Trucking 477 Roland Way, Oakland, 94621	MBE		\$0.00	\$ 40,417.40	
SWPPP	Tully Consulting 1650 N Lincoln St #A, Dixon, 95620	WBE		\$0.00	\$ 21,450.00	
Building Supplies	Water Components & Building Supplies 44 Simms Street, San Rafael CA 94901	DBE		\$0.00	\$ 7,570.29	
CONTRACTOR REPRESENTATIVE SIGNATURE: <i>Brandon Mink</i>		CONTRACTOR'S REPRESENTATIVE NAME: Brandon Mink		BUSINESS PHONE NUMBER: (510) 526-3424		DATE: 3 / 10 / 2022

MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

CONTRACT NUMBER: 04SF-190		MONTH: March	YEAR: 2022	FEDERAL AID NUMBER: N/A		
PRIME CONTRACTOR: OC Jones & Sons		Job #219523				
		BUSINESS ADDRESS: 1520 Fourth Street, Berkeley, CA 94710				
WORK DESCRIPTION	DBE FIRM NAME AND BUSINESS ADDRESS	DBE TYPE	DATE OF PAYMENT	AMOUNT PAID	TOTAL PAID-TO-DATE	COMMENTS
Trucking - Semi Bottoms	ABSL 39393 Pacific St., Hayward, 94544	DBE		\$0.00	\$ 7,410.00	
Trucking - Semi Bottoms	All City Trucking PO Box 1275, Fremont 94538	MBE		\$0.00	\$ 99,172.75	
Building Supplies	The Construction Zone 4961 Pacheco Blvd., Martinez CA 94553	DBE	3/23/2022	\$1,282.27	\$ 1,499.90	
Fence	Golden Bay Fence 4104 South B Street, Stockton 95206	DBE		\$0.00	\$ 394,826.65	
SWPPP Materials	K&K Construction Supply 11280 Sunrise Park Drive Suite #B Rancho Cordova, 95742	WBE		\$0.00	\$ 44,824.53	
Landscape - Irrigation	RMT Landscape 421 Pendleton Way, Oakland 94621	DBE		\$0.00	\$ 462,900.53	
Trucking - Super Dumps	S&S Trucking 477 Roland Way, Oakland, 94621	MBE		\$0.00	\$ 40,417.40	
SWPPP	Tully Consulting 1650 N Lincoln St #A, Dixon, 95620	WBE		\$0.00	\$ 21,450.00	
Building Supplies	Water Components & Building Supplies 44 Simms Street, San Rafael CA 94901	DBE		\$0.00	\$ 7,570.29	
CONTRACTOR REPRESENTATIVE SIGNATURE: 		CONTRACTOR'S REPRESENTATIVE NAME: Brandon Mink		BUSINESS PHONE NUMBER: (510) 526-3424		DATE: 4 / 10 / 2022



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

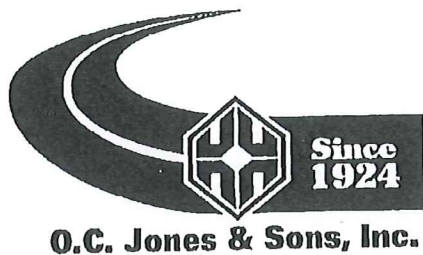
SUBCONTRACTOR: Pavement Engineering, Inc.

The above Sub-Contractor has been paid in full for a total amount of \$ 104,477.50
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: Wendi C. Drumheiser

Date of Signature: 3/21/2022

C28



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Pavement Engineering, Inc.

The above Sub-Contractor has been paid in full for a total amount of \$104,477.50
by O. C. Jones & Sons, Inc. through 11/30/21

Subcontractor Signature: Wendi C. Drumkeiser

Date of Signature: 3/17/2022

C29



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Statewide Traffic Safety & Signs

The above Sub-Contractor has been paid in full for a total amount of \$ 0.00
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: *At cm*

Date of Signature: March 8, 2022

SSS Job 6Z0141/6F0014

C30



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: M. F. Maher, Inc.

The above Sub-Contractor has been paid in full for a total amount of \$ 0.00
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: *Jim Johnson*

Date of Signature: 3-17-22

C31



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

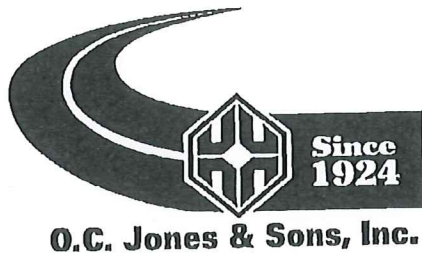
SUBCONTRACTOR: Golden Bay Fence Plus Iron Works, Inc.

The above Sub-Contractor has been paid in full for a total amount of \$ 394,826.55
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: 

Date of Signature: 16 MARCH 2022

C32



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774


PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Golden Bay Fence

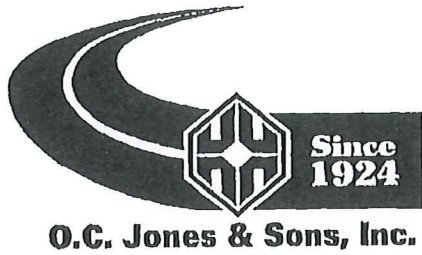
SUB-TIER: Cole Concrete

The above Sub-Contractor has been paid in full for a total amount of \$ 7,955.00
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: 
E6E94C8E4193487..

Date of Signature: 3/17/2022

C33



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Bayside Stripe & Seal, Inc.

The above Sub-Contractor has been paid in full for a total amount of \$ 28,229.13

by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: Kathleen Mughannam

Date of Signature: 3-10-2022

C34



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Tully Consulting Group

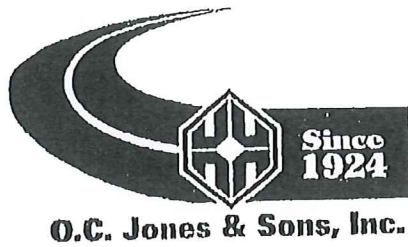
The above Sub-Contractor has been paid in full for a total amount of \$ 21,450.00

by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: Karen Tonks Digitally signed by Karen Tonks
Invoicing Manager Date: 2022.03.08 11:41:41 -08'00'

Date of Signature: 3/8/2022

C35



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Harrison Concrete Cutting, Inc.

The above Sub-Contractor has been paid in full for a total amount of \$ 0.00
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: *Jon O'Kear*

Date of Signature: 3/8/22

C36



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

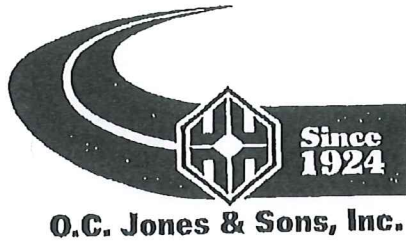
Re: Antloch Bart Parking Expansion
1780 Slatten Ranch Rd. Antloch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: RMT Landscape Contractors, Inc.

The above Sub-Contractor has been paid in full for a total amount of \$ 9
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: RMT Landscape

Date of Signature: 3/4/2022



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

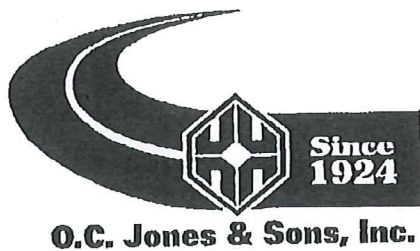
SUBCONTRACTOR: Central Concrete Supply Co.

The above Sub-Contractor has been paid in full for a total amount of \$ 0
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: [Signature]

Date of Signature: 3-4-22

C38



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Fine Line Sawing & Drilling, Inc.

The above Sub-Contractor has been paid in full for a total amount of \$ 0.00

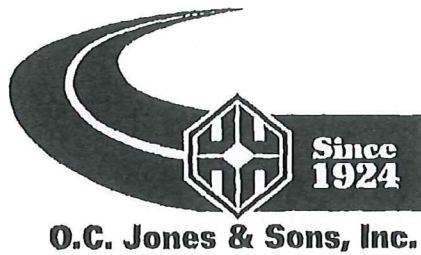
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature:

Date of Signature:

03/4/2022

C39



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: ABSL Construction

The above Sub-Contractor has been paid in full for a total amount of \$ 0.00
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: Daryl Vorne

Date of Signature: 3/4/22

C40



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

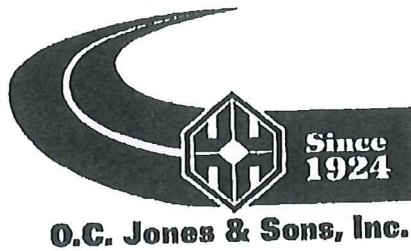
SUBCONTRACTOR: Sturgeon Electric California, LLC.

The above Sub-Contractor has been paid in full for a total amount of \$78,919.11
by O. C. Jones & Sons, Inc. through 2/28/2021.

Subcontractor Signature: 

Date of Signature: 01/25/2022

C41



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

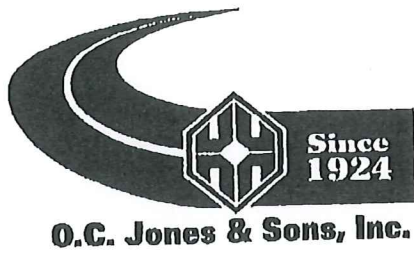
SUBCONTRACTOR: Statewide Construction Sweeping

The above Sub-Contractor has been paid in full for a total amount of \$ 0.00
by O. C. Jones & Sons, Inc. through 02/28/22

Subcontractor Signature: Anne Chartier

Date of Signature: 3/4/22

C42



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Statewide Construction Sweeping

The above Sub-Contractor has been paid in full for a total amount of \$ 0.00
by O. C. Jones & Sons, Inc. through 11/30/21

Subcontractor Signature: Anne Chaikin

Date of Signature: 3/4/22

C43



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

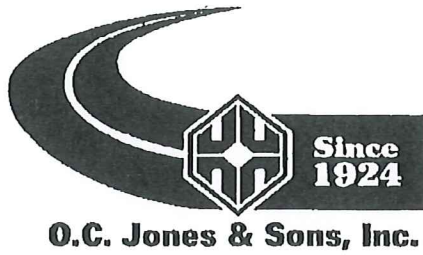
SUBCONTRACTOR: Statewide Construction Sweeping

The above Sub-Contractor has been paid in full for a total amount of \$ 100
by O. C. Jones & Sons, Inc. through 06/30/21

Subcontractor Signature: Anne Chaiten

Date of Signature: 3/4/22

C44



O.C. JONES & SONS, INC.
GENERAL ENGINEERING CONTRACTOR
1520 FOURTH STREET
BERKELEY, CA 94710-1774

PAYMENT RECEIPT

Re: Antioch Bart Parking Expansion
1780 Slatten Ranch Rd. Antioch, CA 94509
BART Contract #04SF-190
O.C. Jones Job #219523

SUBCONTRACTOR: Coral Construction Company

The above Sub-Contractor has been paid in full for a total amount of \$7,769.41
by O. C. Jones & Sons, Inc. through **FINAL PAYMENT.**

Subcontractor Signature:

V. Talmadge

Date of Signature:

4/6/22

C45

C46

BART Certified Payroll Report Verifications						
Last Updated: 5/19/2022						
Contract #: 04SF-190						
Contract Name: Antioch Station Parking Lot Expansion						
Pay Application #: 010						
Pay Application Date: 04/28/2022						
Pay Period Beginning: 10/21/2021						
Pay Period Ending: 03/20/2022						
List all prime and/or subcontractors that have performed work or provided no work performed reports. Enter Y for CPR submitted or NW for report of no work performed.						
Submitted Payroll	Y					Missing
No Work Performed Statement Submitted	NW	Final - Contractor will not return to the				MP
	11/6/2021	11/13/2021	11/20/2021	11/27/2021		
OC Jones & Sons	NW	NW	NW	Y		
ABSL Construction						
Bayside Stripe and Seal	NW	Y	Y	NW		
Central Concrete Supply						
Cole Concrete (For Golden Bay Fence)						
Commercial Power Sweep	NW	NW	NW	NW		
F3 & Associates						
Fineline Sawing & Drilling, Inc.	NW	NW	NW	NW		
Golden Bay Fence	Y	NW	NW	Y		
Harrison Concrete Cutting						
MF Maher Inc.	NW	NW/F				
Pavement Engineering						
RMT Landscape Contractors, Inc.	NW	NW	Y	Y		
Statewide Construction Sweeping	NW	NW	NW	NW		
Statewide Traffic Safety & Signs						
Sturgeon Electric California, LLC	Y	Y	Y	Y		
Szeremi Sweeping Service, LLC	NW	NW	NW	NW		

I certify that the above original signed certified payroll reports are in our possession and copies have been submitted to the Office of Civil Rights (OCR) or have been entered fully into BART's electronic payroll system.
 Resident Engineer, print name and also sign: *Neil Hanman*

Digitally signed by Neil Hanman
 Date: 2022.06.14 02:21:40 -0700

Submit with pay application to OCR.

47

Last Updated: 5/19/2022						
Contract #: 04SF-190						
Contract Name: Antioch Station Parking Lot Expansion						
Pay Application #: 010						
Pay Application Date: 04/28/2022						
Pay Period Beginning: 10/21/2021						
Pay Period Ending: 03/20/2022						
Use Y to indicate and/or subcontractors that have performed work or provided no work performed reports. Enter Y for CPR submitted or NW for reported no work performed.						
Submitted Payroll	Y					Missing MP
No Work Performed Statement Submitted	NW	Final - Contractor will not return to the				F
	12/4/2021	12/11/2021	12/18/2021	12/25/2021	1/1/2022	
OC Jones & Sons	Y	Y	NW	Y	Y	
ABSL Construction						
Bayside Stripe and Seal	NW	NW	NW	NW	NW	
Central Concrete Supply						
Cole Concrete (For Golden Bay Fence)						
Commercial Power Sweep	NW	NW	NW	NW	NW	
F3 & Associates						
Fineline Sawing & Drilling, Inc.	NW	NW	NW	NW	NW	
Golden Bay Fence	Y	NW	Y	Y	Y	
Harrison Concrete Cutting						
MF Maher Inc.						
Pavement Engineering						
RMT Landscape Contractors, Inc.	Y	NW	NW	NW	NW	
Statewide Construction Sweeping	Y	NW	NW	NW	NW	
Statewide Traffic Safety & Signs						
Sturgeon Electric California, LLC	Y	Y	Y	Y	NW	
Szeremi Sweeping Service, LLC	NW	NW	NW	NW	NW	

I certify that the above original signed certified payroll reports are in our possession and copies have been submitted to the Office of Civil Rights (OCR) or have been entered fully into BART's electronic payroll system.

Resident Engineer, print name and also sign:

[Signature]

Digitally signed by Noll
Harrison
Date: 2022.06.14
20:21:54 -0700

Submit with pay application to OCR.

C48

BART Certified Payroll Report/Verification						
Last Updated: 5/19/2022						
Contract #: 04SF-190						
Contract Name: Antioch Station Parking Lot Expansion						
Pay Application #: 010						
Pay Application Date: 04/28/2022						
Pay Period Beginning: 10/21/2021						
Pay Period Ending: 03/20/2022						
Total Payroll Submitted/Onsite Contractors that have performed work or provided no work performed reports: Enter Y for CR submitted or NW for reported no work performed						
Submitted Payroll	Y				Missing	MP
No Work Performed Statement Submitted	NW	Final - Contractor will not return to the				F
	1/8/2022	1/15/2022	1/22/2022	1/29/2022		
OC Jones & Sons	NW	NW	Y	NW		
ABSL Construction						
Bayside Stripe and Seal	NW	NW	NW	NW		
Central Concrete Supply						
Cole Concrete (For Golden Bay Fence)						
Commercial Power Sweep	NW	NW	NW	NW		
F3 & Associates						
Fineline Sawing & Drilling, Inc.	NW	NW	NW	NW		
Golden Bay Fence	NW	NW	NW	NW		
Harrison Concrete Cutting						
MF Maher Inc.						
Pavement Engineering						
RMT Landscape Contractors, Inc.	NW	NW	Y	Y		
Statewide Construction Sweeping	NW	NW	NW	NW		
Statewide Traffic Safety & Signs						
Sturgeon Electric California, LLC	Y	NW	NW	Y		
Szeremi Sweeping Service, LLC	NW	NW	NW	NW		

I certify that the above original signed certified payroll reports are in our possession and copies have been submitted to the Office of Civil Rights (OCR) or have been entered fully into BART's electronic payroll system.
 Resident Engineer, print name and also sign: *Ned Harrison*

Digitally signed by Ned Harrison
 Date: 2022.06.14
 09:25:09 -0700

c49

5/19/2022						
Contract #: 04SF-190						
Contract Name: Antioch Station Parking Lot Expansion						
Pay Application #: 010						
Pay Application Date: 04/28/2022						
Pay Period Beginning: 10/21/2021						
Pay Period Ending: 03/20/2022						
I certify that the above original signed certified payroll reports are in our possession and copies have been submitted to the Office of Civil Rights (OCR) or have been entered fully into BART's electronic payroll system.						
Submitted Payroll	Y					Missing
No Work Performed Statement Submitted	NW	Final - Contractor will not return to the				MP
		2/5/2022	2/12/2022	2/19/2022	2/26/2022	
OC Jones & Sons	NW	NW	Y	NW		
ABSL Construction						
Bayside Stripe and Seal	NW	NW	NW	NW		
Central Concrete Supply						
Cole Concrete (For Golden Bay Fence)						
Commercial Power Sweep	NW	NW	NW	NW		
F3 & Associates						
Fineline Sawing & Drilling, Inc.	NW	NW	NW	NW		
Golden Bay Fence	NW	NW	NW/F			
Harrison Concrete Cutting						
MF Maher Inc.						
Pavement Engineering						
RMT Landscape Contractors, Inc.	Y/F					
Statewide Construction Sweeping	NW	NW	NW	NW		
Statewide Traffic Safety & Signs						
Sturgeon Electric California, LLC	NW	NW	NW	NW		
Szeremi Sweeping Service, LLC	NW	NW	NW	NW/F		

I certify that the above original signed certified payroll reports are in our possession and copies have been submitted to the Office of Civil Rights (OCR) or have been entered fully into BART's electronic payroll system.
 Resident Engineer, print name and also sign: *[Signature]*

Digitally signed by Neil Hoffman
 Date: 2022.05.14
 09:23:37 -0700

Submit with pay application to OCR.

C50

BART Central Payroll Report Verification						
5/5/2022						
Contract #: 04SF-190						
Contract Name: Antioch Station Parking Lot Expansion						
Pay Application #: 010						
Pay Application Date: 04/28/2022						
Pay Period Beginning: 10/21/2021						
Pay Period Ending: 03/20/2022						
I certify that the above original signed certified payroll reports are in our possession and copies have been submitted to the Office of Civil Rights (OCR) or have been entered fully into BART's electronic payroll system.						
Submitted Payroll	Y					Missing IMP
No Work Performed Statement Submitted	NW	Final - Contractor will not return to the				F
	3/5/2022	3/12/2022	3/19/2022	3/26/2022		
OC Jones & Sons	NW	Y	NW	NW		
ABSL Construction						
Bayside Stripe and Seal	NW	NW	NW	NW		
Central Concrete Supply						
Cole Concrete (For Golden Bay Fence)						
Commercial Power Sweep	NW	NW	NW	NW		
F3 & Associates						
Fineline Sawing & Drilling, Inc.	NW	NW	NW	NW		
Golden Bay Fence						
Harrison Concrete Cutting						
MF Maher Inc.						
Pavement Engineering						
RMT Landscape Contractors, Inc.						
Statewide Construction Sweeping	NW	NW	NW	NW		
Statewide Traffic Safety & Signs						
Sturgeon Electric California, LLC	NW	Y	NW	NW		
Szeremi Sweeping Service, LLC						

I certify that the above original signed certified payroll reports are in our possession and copies have been submitted to the Office of Civil Rights (OCR) or have been entered fully into BART's electronic payroll system.
 Resident Engineer, print name and also sign: *Neil*

Digitally signed by Neil
 Date: 2022.05.14
 09:20:47 -0700

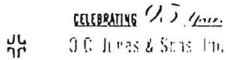
Submit with pay application to OCR.

From: Sushila Sharma
To: AP Supplier
Cc: Neil Hannan; Wing-Sze Wong; Lawrence Aviado; David Silva
Received: Tuesday, June 21, 2022 7:52:51 AM
Date: Tuesday, June 21, 2022 7:51:51 AM
Subject: FW: 219523 - Bart Antioch Revised NOV-MAR2022 Invoice #71011R2

Good morning,

Please see attached our complete and signed pay application for processing.
Let me know if you have any questions.

Thank you.



Sushila Sharma
Project Administrator
1520 Fourth Street,
Berkeley, CA 94710
Direct Line: (510) 809-3422
Direct Fax: (510) 809-3522

C51

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

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

SUBJECT: Consideration of Bids for the Water Main Replacement at Various Locations; P.W. 503-19

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to the fiscal year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Water Main Replacement at Various Locations by \$500,000;
2. Awarding the construction agreement to the lowest, responsive, and responsible bidder, W. R. Forde Associates, Inc.;
3. Approving the construction agreement with W. R. Forde Associates, Inc. in the amount of \$2,766,500 in substantially the form included in Exhibit A to the Resolution; and
4. Authorizing the City Manager to execute the construction agreement with W. R. Forde Associates, Inc. for a total amount of \$2,766,500.

FISCAL IMPACT

Adoption of this resolution will amend the fiscal year 2022/23 Capital Improvement and Operating Budget to increase the Water Enterprise Fund budget for the Water Main Replacement at Various Locations ("Project") by \$500,000 to include the cost of the construction contract, engineering, inspection, testing and contract administration of the project.

DISCUSSION

On August 16, 2022, five (5) bids were received and opened as shown on the attached tabulation for the Project. The low bid was submitted by W. R. Forde Associates, Inc. of Richmond in the amount of \$2,766,500. The bids have been checked and found to be without any errors or omissions.

This project will replace the deteriorating water facilities on August Way from Bart Avenue to East 16th Street, Louis Drive from East 13th Street to East 16th Street, East 13th Street from A Street to Cavallo Road, Eagleridge Drive from Bluerock Drive to near Carpinteria Drive and all of Nash Avenue and Inland Court. In addition, cathodic protection will be installed on the facilities in Eagleridge Drive to reduce derogation from the corrosive soils in this area.

ATTACHMENTS

- A: Resolution
- B: Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AMENDMENT TO INCREASE THE FISCAL YEAR 2022/23
CAPITAL IMPROVEMENT AND OPERATING BUDGET, AWARDING THE
CONSTRUCTION AGREEMENT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH W. R. FORDE ASSOCIATES, INC. FOR THE
WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS
P.W. 503-19**

WHEREAS, the Consideration of Bids for the Water Main Replacement at Various Locations ("Project") was published and advertised in the East Bay Times on July 8, 2022 and July 11, 2022, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on August 16, 2022, five (5) bids were received for the Project;

WHEREAS, the City Council has considered an amendment to the fiscal year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Water Main Replacement at Various Locations by \$500,000;

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive, and responsible bidder, W. R. Forde Associates, Inc.;

WHEREAS, the City Council has considered approving the Agreement with W. R. Forde Associates, Inc. in the amount of \$2,766,500 in substantially the form included in Exhibit A; and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with W. R. Forde Associates, Inc. for a total amount of \$2,766,500.

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

1. Approves an amendment to the fiscal year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Water Main Replacement at Various Locations by \$500,000;
2. Awards the construction agreement to the lowest, responsive, and responsible bidder, W. R. Forde Associates, Inc.;
3. Approves the construction agreement with W. R. Forde Associates, Inc. in the amount of \$2,766,500 in substantially the form included in Exhibit A; and

RESOLUTION NO. 2022/**

September 13, 2022

Page 2 of 2

4. Authorizes the City Manager to execute an agreement with W. R. Forde Associates, Inc. in the amount of \$2,766,500 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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

EXHIBIT "1"
AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of September, 2022 by and between W.R. FORDE ASSOCIATES, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

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

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 503-19**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be one hundred seventy (170) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Two million, seven hundred sixty-six thousand, five hundred dollars (\$2,766,500.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES FOR WATER MAIN REPLACEMENT
AT VARIOUS LOCATIONS
P.W. 503-19**

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price	\$ 100,000.00	\$ 100,000.00
2.	LS	1	Traffic control, complete in place for the lump sum price	\$ 140,000.00	\$ 140,000.00
3.	LS	1	Water pollution control, complete in place for the lump sum price	\$ 50,000.00	\$ 50,000.00

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
4.	LF	110	New 6-inch C900 PVC water main, including valves and fittings, complete in place for the unit price per lineal foot	\$ 3.50	\$ 38,500.00
5.	LF	5,900	New 8-inch C900 PVC water main, including valves and fittings, complete in place for the unit price per lineal foot	\$ 245.00	\$ 1,445,500.00
6.	LF	750	New 10-inch C900 PVC water main, including valves and fittings, complete in place for the unit price per lineal foot	\$ 272.00	\$ 204,000.00
7.	EA	165	New 1-inch copper water service, including valves and fittings, complete in place for the unit price per each	\$ 3,100.00	\$ 511,500.00
8.	EA	15	Remove and replace fire hydrant, including 6-inch C-900 hydrant stubs, new valves and fittings, complete in place for unit price per each	\$ 12,000.00	\$ 180,000.00
9.	EA	2	Furnish and install 2" blow-off assembly, including 2-inch copper water line, complete in place for the unit price per each	\$ 3,500.00	\$ 7,000.00
10.	EA	6	Elbow cathodic protection per Detail 1/6, complete in place for the unit price per each	\$ 2,000.00	\$ 12,000.00
11.	EA	2	Fire hydrant cathodic protection per Detail 2/6, complete in place for the unit price per each	\$ 2,000.00	\$ 4,000.00
12.	EA	2	Valve cathodic protection per Detail 3/6, complete in place for the unit price per each	\$ 2,000.00	\$ 4,000.00
13.	EA	6	Tee cathodic protection per Detail 4/6, complete in place for the unit price per each	\$ 2,000.00	\$ 12,000.00
14.	EA	1	Cross cathodic protection per Detail 5/6, complete in place for the unit price per each	\$ 3,000.00	\$ 3,000.00
15.	EA	20	Service cathodic protection per Detail 6/6, complete in place for the unit price per each	\$ 2,000.00	\$ 40,000.00
16.	LS	1	Thermoplastic Traffic Stripes, Pavement Markers and Pavement Markings, complete in place for the lump sum price	\$ 15,000.00	\$ 15,000.00
TOTAL BID PRICE				\$ 2,766,500.00	

A4

4. COMPONENT PARTS

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

- A. Agreement
- B. Project Stabilization Agreement
- C. Notice Inviting Bids
- D. Description of Project
- E. General Conditions (2006 Caltrans Standard Specifications)
- F. Special Provisions
- G. Construction Details
- H. Contract Plans
- I. Addenda No. (N/A)
- J. Performance Bond
- K. Payment bond
- L. Bid Forms

5. SERVICE OF NOTICE

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

6. GOVERNING LAW

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

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: W. R. Forde Associates, Inc.
985 Hensley Street
Richmond, CA 94801

A5

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

CONTRACTOR:

W. R. FORDE ASSOCIATES, INC.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA

A Municipal Corporation

By: _____
Cornelius H. Johnson, Interim City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

Alp

**CITY OF ANTIOCH
TABULATION OF BIDS**

JOB TITLE: Water Main Replacement at Various Locations
(P.W. 503-19)

BIDS OPENED: August 16, 2022 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	W.R. Forde Associates Richmond	Ranger Pipelines, Inc. San Francisco	Con-Quest Contractors, Inc. San Francisco	Cratus, Inc. San Francisco	Mitchell Engineering San Francisco
TOTAL BID PRICE	\$2,500,000.00	\$2,766,500.00	\$2,925,200.00	\$3,074,530.00	\$3,285,700.00	\$3,419,449.00

LIST OF SUBCONTRACTORS

<i>W.R. Forde Associates</i>	<i>Ranger Pipelines, Inc.</i>	<i>Con-Quest Contractors, Inc.</i>	<i>Cratus, Inc.</i>	<i>Mitchell Engineering</i>
<u>Striping</u> Bayside Stripe & Seal	<u>None</u>	<u>Pavement Reconstruction</u> QA Constructors	<u>Striping</u> Chrisp Company	<u>Striping</u> Tri-Valley Striping

ATTACHMENT "B"

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

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

SUBJECT: Acceptance of Work and Notice of Completion for the Speed Hump, Speed Table and Raised Crosswalk System Installation Project;
P.W. 282-19

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Speed Hump, Speed Table and Raised Crosswalk System Installation Project.

FISCAL IMPACT

The Capital Improvement Budget includes adequate funding for the Speed Hump, Speed Table and Raised Crosswalk System Installation Project.

DISCUSSION

On July 27, 2021, the Council awarded a contract in the amount of \$242,760 to Consolidated Engineering, Inc. ("CEI") for the installation of traffic calming facilities in various areas throughout the City. The work included constructing a speed table on Second Street adjacent to the Antioch Senior Center and installing speed hump systems on the following streets:

- East 13th Street between E. Lake Drive and Minaker Drive (two sets)
- Mission Drive from Buchanan Road to Palo Verde Way/Los Altos Way (two sets)
- Eagleridge Drive between Bluerock Drive and Rockford Drive
- Hidden Glen Drive between Hillcrest Avenue to Ridgeline Drive

A proposed raised crosswalk on Second Street between 'G' and 'I' Street was deleted from this contract to allow the facility to be further evaluated. A raised crosswalk system

in this location is expected to be included in the next phase of traffic calming facility installation.

All work on this project was completed on February 11, 2022.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING
WORK AND DIRECTING THE CITY MANAGER OR DESIGNEE TO FILE A NOTICE
OF COMPLETION FOR THE SPEED HUMP, SPEED TABLE AND RAISED
CROSSWALK SYSTEM INSTALLATION
P.W. 282-19

WHEREAS, on June 23, 2020, the City Council adopted the 5 Year Capital Improvement Program 2020-2025, which included funding for the Speed Hump, Speed Table and Raised Crosswalk System Installation ("Project");

WHEREAS, the Project was published and advertised in the East County Times on June 1, 2021, and June 3, 2021, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on July 6, 2021, and three (3) bids were received;

WHEREAS, the lowest responsive and responsible bidder was submitted by Consolidate Engineering Inc. ("CEI") of Valley Springs, CA;

WHEREAS, on July 27, 2021, CEI was awarded a construction agreement ("Agreement") by the City of Antioch to perform work associated with the Project;

WHEREAS, the City Council has considered accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project; and

WHEREAS, all work on the Project was completed on February 11, 2022, at a final contract price of \$106,341.00 in accordance with plans and specifications referred to therein.

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

1. The work on the Speed Hump, Speed Table and Raised Crosswalk System Installation is hereby completed and accepted; and
2. The City Manager or designee is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Speed Hump, Speed Table and Raised Crosswalk System Installation.

* * * * *

A-1

RESOLUTION NO. 2022/**

September 13, 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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

ATTACHMENT "B"

**RECORDED AT THE REQUEST
OF:**
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR THE
SPEED HUMP, SPEED TABLE AND RAISED CROSSWALK SYSTEM
INSTALLATION
(P.W. 282-19)**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on the February 11, 2022, the work of improvements on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was Consolidated Engineering, Inc.
6. The surety for said project was One Republic Surety Company.
7. This project consisted of installation of asphalt concrete speed humps and speed tables on East 13th Street between E. Lake Drive and Minaker Drive (two sets), Eagleridge Drive between Bluerock Drive and Rockford Drive, Hidden Glen Drive between Hillcrest Avenue to Ridgeline Drive, Mission Drive from Buchanan Road to Palo Verde Way/Los Altos Way, and Second Street between 'E' and 'F' Streets in Antioch, California.

**THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

Date

JOHN SAMUELSON, P.E.
Public Works Director/City Engineer
City of Antioch

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

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

SUBJECT: Acceptance of Work and Notice of Completion for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/2022; P.W. 507-18

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to the fiscal year 2022/23 Capital Improvement and Operating Budgets to include \$75,000 from the Metropolitan Transportation Commission Transportation Development Act Article 3 Pedestrian/Bicycle Grant Program;
2. Authorizing the City Manager to execute the first amendment to the construction agreement with MG and JC Concrete for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/2022 in the amount of \$23,059.25 from the Metropolitan Transportation Commission Transportation Development Act Article 3 Pedestrian/Bicycle Grant Program and \$2,570.28 from the Water Enterprise Fund for a total contract amount of \$349,579.53; and
3. Accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project.

FISCAL IMPACT

Adoption of this resolution will amend the fiscal year 2022/23 Capital Improvement and Operating Budgets to include \$75,000 from the Metropolitan Transportation Commission Transportation Development Act ("TDA") Article 3 Pedestrian/Bicycle Grant Program and increase the construction agreement ("Agreement") with MG and JC Concrete ("MG&JC") for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/2022

R

Agenda Item #

("Project") in the amount of \$23,059.25 from the Metropolitan Transportation Commission ("MTC") Transportation Development Act Article 3 Pedestrian/Bicycle Grant Program and \$2,570.28 from the Water Enterprise Fund for a total contract amount of \$349,579.53.

DISCUSSION

On July 27, 2021, Council awarded the Project to MG&JC in the amount of \$323,950 to perform various concrete repairs throughout the City for a period of one year. During this past year MG&JC removed and replaced 1,081 lineal feet of concrete curb and gutter, 6,824 square feet of sidewalk, 2,310 square feet of driveway approach, 3 curb ramps, 28 square feet of valley gutter, 2 storm drain catch basin tops and removed 6 trees that were causing damage to concrete facilities.

On July 28, 2021, the City was awarded a TDA Article 3 Pedestrian/Bicycle Grant for pedestrian safety improvements in the vicinity of Fremont and Turner Elementary schools. The work proposed under this grant included upgrading concrete curb ramps, school crossing signage and legends, installing enhanced crossing facilities, a speed radar sign and pedestrian warning devices near these schools. In addition to the contracted work, MG&JC installed curb ramps on Desrys Boulevard and 'F' Street.

All work on this project was completed on July 29, 2022.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN
AMENDMENT TO INCREASE THE FISCAL YEAR 2022/23 CAPITAL
IMPROVEMENT AND OPERATING BUDGETS, AUTHORIZING THE CITY
MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION
AGREEMENT AND ACCEPT WORK AND DIRECTING THE CITY MANAGER OR
DESIGNEE TO FILE A NOTICE OF COMPLETION FOR THE CURB, GUTTER, AND
SIDEWALK REPAIR PROJECT INCLUDING TREE REMOVAL AND STUMP
GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT
MISCELLANEOUS LOCATIONS 2021/2022
P.W. 507-18**

WHEREAS, on June 22, 2021, the City Council adopted the 5-Year Capital Improvement Program 2021-2026, which included funding for the Curb, Gutter, and Sidewalk Repair Project Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/2022 ("Project");

WHEREAS, the Project was published and advertised in the East County Times on June 4, 2021 and June 7, 2021, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, six (6) Project bids were received and the Project bids were publicly opened and read on July 6, 2021;

WHEREAS, the lowest responsive and responsible bidder was submitted by MG and JC Concrete ("MG&JC");

WHEREAS, on July 27, 2021, MG&GC was awarded a construction agreement by the City of Antioch to perform work associated with the Project;

WHEREAS, the City Council has considered an amendment to the fiscal year 2022/23 Capital Improvement and Operating Budgets to include \$75,000 from the Metropolitan Transportation Commission Transportation Development Act Article 3 Pedestrian/Bicycle Grant Program;

WHEREAS, the City has considered authorizing the City Manager to execute the first amendment to the Agreement with MG&JC for this Project in the amount of \$23,059.25 from the Metropolitan Transportation Commission Transportation Development Act Article 3 Pedestrian/Bicycle Grant Program and \$2,570.28 from the Water Enterprise Fund for a total contract amount of \$349,579.53;

WHEREAS, the City Council has considered accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project; and

AI

RESOLUTION NO. 2022/**

September 13, 2022

Page 2

WHEREAS, all work on the Project was completed on July 29, 2022 at a final contract price of \$349,579.53 in accordance with plans and specifications referred to therein.

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

1. Approves an amendment to the fiscal year 2022/23 Capital Improvement and Operating Budgets to include \$75,000 from the Metropolitan Transportation Commission Transportation Development Act Article 3 Pedestrian/Bicycle Grant Program;
2. Authorizes the City Manager or designee to execute the first amendment to the construction agreement with MG & JC Concrete for this Project in the amount of \$25,629.53 for a total contract amount of \$349,579.53 in a form approved by the City Attorney;
3. Determines that the work on the Curb, Gutter, and Sidewalk Repair Project Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2021/2022 is hereby completed and accepted; and
4. Authorizes the City Manager or designee to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project.

* * * * *

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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

**RECORDED AT THE REQUEST
OF:**
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR THE
CURB, GUTTER, AND SIDEWALK REPAIR PROJECT INCLUDING TREE
REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB
RAMPS AT MISCELLANEOUS LOCATIONS 2021-2022
(P.W. 507-18)**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on the July 29, 2022, the work of improvements on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was MG and JC Concrete.
6. The surety for said project was Western National Mutual Insurance Company.
7. This project consisted of removing and replacing existing uneven, damaged and/or deteriorated concrete curb, gutter, sidewalk, driveway and valley gutter sections and other miscellaneous concrete work at various locations in the City of Antioch (See Exhibit "A").

**THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

Date

JOHN SAMUELSON, P.E.
Public Works Director/City Engineer
City of Antioch

Bl

EXHIBIT "A"
CURB, GUTTER AND SIDEWALK REPAIR
P.W. 507-18
LIST OF LOCATIONS

5665 Leitrim Way	1507 W. 4th Street
3009 Sunset Avenue	W. 10th St. & O Street
3017 Sunset Avenue	913 W. 10th Street
4516 Thoroughbred Court	814 F Street
Prewett Ranch Drive	1301 D Street
2405 Beasley Avenue	1913 Marie Avenue
4108 Lone Tree Way	3028 Elmo Road
2829 Garrow Drive	2943 Roosevelt Lane
2725 Stamm Drive	9536 Wagon Trail Way
2106 Barbano Court	2952 Sequoia Drive
2926 Morro Court	1522 Wisner Drive
1209 Beverly Street	2915 Sunflower Drive
Bourton Court	Honeysuckle Court
905 Rotherham Drive	3012 Coconut Court
2372 Hilliard Circle	1307 W. 4th Street
3116 Camby Road	2116 Reseda Way
Mt. Conness Way & Prewett Ranch Drive	2924 Camby Road
2724 Almondridge Drive	Centennial Court
118 W. 9th Street	2810 Fortuna Court
605 Joseph Avenue	127 Campbell Avenue
4250 Lone Tree Way	709 W. 6th Street
2465 Stanford Way	W. 18th Street
1205 San Jose Drive	113 W. 18th Street
87 Greensboro Way	Sunset Drive & Bryan Avenue
1050 Putnam Street	1501 Marie Avenue
2849 Enea Way	3934 Westbourne Drive
2850 Enea Way	2615 Crow Street
1217 Mission Street	4013 Rimrock Drive
2529 Hilliard Circle	313 Bluerock Drive
Sommersville Rd & James Donlon Blvd.	Simms Mountain Court
1111 James Donlon Blvd.	37 Palm Beach Way
Perth Court	3415 Camby Road
Ellis Court	Sommersville Road & Buchanan Road
1817 Vender Court	1969 Windy Peak Court
Prewett Ranch Drive & Deer Valley Road	1971 Windy Peak Court
4420 Shannondale Drive	5675 Leitrim Way
151 Beede Way	919 Coyote Court
2209 Viera Avenue	Cordova Way
5634 Roscommon Way	4213 Null Drive
1787 Sanger Peak Way	4217 Null Drive
5104 Springcrest Court	417 Lawton Street
4536 Wagon Trail Way	3521 Gentrytown Drive
San Carlos Drive & Contra Loma Blvd.	F Street
San Jose Drive & Contra Loma Blvd.	Willow Avenue

EXHIBIT "A"
CURB, GUTTER AND SIDEWALK REPAIR
P.W. 507-18
LIST OF LOCATIONS

1557 Jacobsen Street	128 E. Madill Court
9025 St. Andrews Way	1111 Sunset Drive
5241 Hansen Drive	1835 Cushendall Way
1846 Black Mountain Court	Campbell Ave & W. Madill Street
925 Blade Court	5045 Winterglen Way
Roanwood Court	4024 Deerfield Drive
3250 Westbourne Drive	Pismo Court
3120 Westbourne Drive	4500-4529 Bighorn Court
2411 Lindberg Street	5530 Coachford Way
3337 Bear Ridge Way	4101 Rocky Point Drive
4761 Broomtrail Court	3016 Bellflower Drive
906 W. 7th Street	5213 McCormick Court
2695 Crown Court	
1119 W. 5th Street	
4064 Mesa Ridge Drive	
1009 Brighton Court	
Mellissa Court	
43 E. 18th Street	
3134 Westbourne Drive	
3100 Westbourne Drive	
3108 Westbourne Drive	
3130 Westbourne Drive	
4516 Golden Hills Court	
1000 Worthington Court	
2894 Dandelion Circle	
14 Bryan Avenue	
1214/1215 Sunset Drive	
804 Donham Court	
110 W. 20th Street	
430 W. 20th Street	
617 W. 11th Street	
Kelsey Peak Street	
5012 Brookcrest Way	
Wightman Court	
1420 St. Frances Drive	
W. 5th Street	
814 F Street	
70 E. 19th Street	
7 E. Madill Court	
3601 Dimaggio Way	
4712 Parkland Court	
1071 S. Royal Links Circle	
4536 Dunes Way	
4017 St. Andrews Way	

B3

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

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

SUBJECT: Consideration of Bids for the Community Development Block Grant
Downtown Roadway Pavement Rehabilitation, Phase 9;
P.W. 678-9

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding the construction agreement to the lowest, responsive, and responsible bidder, Redgwick Construction Co. for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9 Project;
2. Approving the construction agreement with Redgwick Construction Co. in the amount of \$685,000 in substantially the form included in Exhibit A to the Resolution; and
3. Authorizing the City Manager or designee to execute the construction agreement with Redgwick Construction Co. for a total amount of \$685,000.

FISCAL IMPACT

The fiscal year 2022/23 Capital Improvement Budget includes \$933,000 of Community Development Block Grant funds for the construction contract, engineering, inspection, testing and contract administration for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9 Project ("Project").

DISCUSSION

On August 16, 2022, three (3) bids were received and opened as shown on the attached tabulation. The low bid was submitted by Redgwick Construction Co. of Oakland in the amount of \$685,000. The bids have been checked and found to be without any errors or omissions.

This Project will remove and replace the asphalt concrete over the full width of West Eighth Street from 'A' to 'D' Streets. Portions of the roadway on West Eighth Street at the 'B' and 'C' Street intersections will be fully reconstructed. Eight new curb ramps will be installed. Deteriorating, damaged and uneven concrete curb, gutter, sidewalk and driveway approaches adjacent to the roadways will be replaced and various storm drainage improvements will be performed.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING
THE COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY
PAVEMENT REHABILITATION, PHASE 9 CONTRACT AND EXECUTION OF A
CONSTRUCTION AGREEMENT WITH REDGWICK CONSTRUCTION CO.
P.W. 678-9**

WHEREAS, the Consideration of Bids for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9 Project ("Project") was published and advertised in the East Bay Times on July 8, 2022 and July 11, 2022, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on August 16, 2022, three (3) bids were received for the Project;

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest responsive and responsible bidder, Redgwick Construction Co.;

WHEREAS, the City Council has considered approving the Agreement with Redgwick Construction Co. in the amount of \$685,000 in substantially the form included in Exhibit A; and

WHEREAS, the City has considered authorizing the City Manager or designee to execute the Agreement with Redgwick Construction Co. for a total amount of \$685,000.

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

1. Awards the construction agreement to the lowest, responsive, and responsible bidder, Redgwick Construction Co.;
2. Approves the construction agreement with Redgwick Construction Co. in the amount of \$685,000 in substantially the form included in Exhibit A; and
3. Authorizes the City Manager or designee to execute an agreement with Redgwick Construction Co. in the amount of \$685,000 in a form approved by the City Attorney.

RESOLUTION NO. 2022/**

September 13, 2022

Page 2 of 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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

EXHIBIT "1"
AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of September, 2022 by and between W.R. FORDE ASSOCIATES, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

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

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 503-19**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be one hundred seventy (170) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Two million, seven hundred sixty-six thousand, five hundred dollars (\$2,766,500.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES FOR WATER MAIN REPLACEMENT
AT VARIOUS LOCATIONS
P.W. 503-19**

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price	\$ 100,000.00	\$ 100,000.00
2.	LS	1	Traffic control, complete in place for the lump sum price	\$ 140,000.00	\$ 140,000.00
3.	LS	1	Water pollution control, complete in place for the lump sum price	\$ 50,000.00	\$ 50,000.00

A3

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
4.	LF	110	New 6-inch C900 PVC water main, including valves and fittings, complete in place for the unit price per lineal foot	\$ 3.50	\$ 38,500.00
5.	LF	5,900	New 8-inch C900 PVC water main, including valves and fittings, complete in place for the unit price per lineal foot	\$ 245.00	\$ 1,445,500.00
6.	LF	750	New 10-inch C900 PVC water main, including valves and fittings, complete in place for the unit price per lineal foot	\$ 272.00	\$ 204,000.00
7.	EA	165	New 1-inch copper water service, including valves and fittings, complete in place for the unit price per each	\$ 3,100.00	\$ 511,500.00
8.	EA	15	Remove and replace fire hydrant, including 6-inch C-900 hydrant stubs, new valves and fittings, complete in place for unit price per each	\$ 12,000.00	\$ 180,000.00
9.	EA	2	Furnish and install 2" blow-off assembly, including 2-inch copper water line, complete in place for the unit price per each	\$ 3,500.00	\$ 7,000.00
10.	EA	6	Elbow cathodic protection per Detail 1/6, complete in place for the unit price per each	\$ 2,000.00	\$ 12,000.00
11.	EA	2	Fire hydrant cathodic protection per Detail 2/6, complete in place for the unit price per each	\$ 2,000.00	\$ 4,000.00
12.	EA	2	Valve cathodic protection per Detail 3/6, complete in place for the unit price per each	\$ 2,000.00	\$ 4,000.00
13.	EA	6	Tee cathodic protection per Detail 4/6, complete in place for the unit price per each	\$ 2,000.00	\$ 12,000.00
14.	EA	1	Cross cathodic protection per Detail 5/6, complete in place for the unit price per each	\$ 3,000.00	\$ 3,000.00
15.	EA	20	Service cathodic protection per Detail 6/6, complete in place for the unit price per each	\$ 2,000.00	\$ 40,000.00
16.	LS	1	Thermoplastic Traffic Stripes, Pavement Markers and Pavement Markings, complete in place for the lump sum price	\$ 15,000.00	\$ 15,000.00
TOTAL BID PRICE				\$ 2,766,500.00	

A4

4. COMPONENT PARTS

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

- A. Agreement
- B. Project Stabilization Agreement
- C. Notice Inviting Bids
- D. Description of Project
- E. General Conditions (2006 Caltrans Standard Specifications)
- F. Special Provisions
- G. Construction Details
- H. Contract Plans
- I. Addenda No. (N/A)
- J. Performance Bond
- K. Payment bond
- L. Bid Forms

5. SERVICE OF NOTICE

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

6. GOVERNING LAW

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

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: W. R. Forde Associates, Inc.
985 Hensley Street
Richmond, CA 94801

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

CONTRACTOR:

W. R. FORDE ASSOCIATES, INC.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA

A Municipal Corporation

By: _____
Cornelius H. Johnson, Interim City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Water Main Replacement at Various Locations
(P.W. 503-19)

BIDS OPENED: August 16, 2022 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	W.R. Forde Associates Richmond	Ranger Pipelines, Inc. San Francisco	Con-Quest Contractors, Inc. San Francisco	Cratus, Inc. San Francisco	Mitchell Engineering San Francisco
TOTAL BID PRICE	\$2,500,000.00	\$2,766,500.00	\$2,925,200.00	\$3,074,530.00	\$3,285,700.00	\$3,419,449.00

LIST OF SUBCONTRACTORS

<i>W.R. Forde Associates</i>	<i>Ranger Pipelines, Inc.</i>	<i>Con-Quest Contractors, Inc.</i>	<i>Cratus, Inc.</i>	<i>Mitchell Engineering</i>
<u>Striping</u> Bayside Stripe & Seal	<u>None</u>	<u>Pavement Reconstruction</u> QA Constructors	<u>Striping</u> Chrisp Company	<u>Striping</u> Tri-Valley Striping

ATTACHMENT "B"

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Shaun Connelly, Water Distribution Superintendent

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

SUBJECT: Approval of Purchase of Hydro Excavation Truck Utilizing a Sourcewell Cooperative Purchasing Agreement 101221-VAC with Municipal Maintenance Equipment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the purchase of one (1) new Vac-Con VX312LHEM/1100 for an amount not to exceed \$568,175.45;
2. Approving an amendment to the fiscal year 2022/23 Water Enterprise Operating budget to make the purchase of one (1) Hydro Excavation Vac-Con VX312LHEM/1100 truck; and
3. Authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Agreement 101221-VAC with Municipal Maintenance Equipment of Sacramento CA.

FISCAL IMPACT

Funding for the replacement of vehicle #306 Vac-Con is included in the adopted fiscal year 2022/23 Water Enterprise Operating budget in the amount of \$198,674.00 and the Vehicle Replacement Internal Services Fund in the amount of \$157,020.00. However, due to significant inflationary factors over the past two years, an additional \$212,481.45 is needed to complete the replacement purchase. An amendment to the fiscal year 2022/23 Water Enterprise Operating budget will be needed to offset the Vehicle Replacement Fund deficit. The total purchase price will be \$568,175.45. The replaced vehicle, #306 Vac-Con, will be sold at auction and revenue from the sale will be returned to the Vehicle Replacement Fund.

DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and which divisions have new operational needs. Criteria includes, but is not limited to, vehicles which have reached or exceeded 100,000 miles, vehicles which require frequent and

costly maintenance repairs and older model vehicles that lack available parts. We considered VACTOR but their pricing was more expensive than Municipal Maintenance Equipment.

City staff recommends replacing the 2012 Vac-Con #306 with a 2023 Vac-Con VX312LHEM/1100. The Water Distribution Division utilizes the hydro excavator to excavate safely around underground utilities, improve emergency responses for water breaks and conduct routine maintenance of the City's Water Distribution System. This Vac-Con truck is recommended for replacement because it is ten (10) years old and experiences frequent breakdowns which impact response times for service calls. Replacement of Vac-Con #306 with a new Vac-Con truck will improve the efficiency of the Water Distribution Division when responding to service and repair calls.

The City received a quote for the purchase of one (1) New 2023 Vac-Con VX312LHEM/1100 from Municipal Maintenance Equipment, a Sourcewell Cooperative Purchasing vendor. The City can utilize Sourcewell Cooperative Purchasing contracts for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services. Many public agencies, including neighboring cities and special districts, use certain national cooperative purchasing programs such as Sourcewell to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

ATTACHMENTS

- A. Resolution
- B. Quote

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SOURCEWELL QUOTE FROM MUNICIPAL MAINTENANCE
EQUIPMENT FOR A VAC-CON VX312LHEM/1100, AUTHORIZING A FY2022/23
BUDGET AMENDMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
PURCHASE WITH MUNICIPAL MAINTENANCE EQUIPMENT FOR AN AMOUNT
NOT TO EXCEED \$568,175.45**

WHEREAS, Vac-Con Truck #306 is ten (10) years old and breaks down frequently when used;

WHEREAS, the Water Distribution Division utilizes the hydro excavator to excavate safely around underground utilities, improve emergency responses for water breaks and conduct routine maintenance of the City's Water Distribution System;

WHEREAS, the Water Distribution Division received a quote from Municipal Maintenance Equipment, a Sourcewell cooperative purchasing vendor with fair pricing for government agencies;

WHEREAS, by utilizing Sourcewell Cooperative Purchasing Contract 101221-VAC, the City will be guaranteed a significant cost savings while maintaining the principles of fair and open competition in public procurement; and

WHEREAS, funding for the replacement of vehicle #306 Vac-Con is included in the adopted fiscal year 2022/23 Water Enterprise Operating budget in the amount of \$198,674.00 and the Vehicle Replacement Internal Services Fund in the amount of \$157,020.00; an additional \$212,481.45 is needed to complete the replacement purchase due to inflationary increases.

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

1. Approves the purchase of one (1) Vac-Con VX312LHEM/1100 truck utilizing the Sourcewell Contract with Municipal Maintenance Equipment in the amount not to exceed \$568,175.45;
2. Authorizes the Finance Director or designee to make an amendment to the fiscal year 2022/23 Water Enterprise Operating budget to offset the Vehicle Replacement Fund deficit for the purchase of one (1) Hydro Excavation Vac-Con VX312LHEM/1100 truck; and
3. Authorizes the City Manager or designee to execute the Sourcewell Cooperative Purchasing Agreement 101221-VAC with Municipal Maintenance Equipment of Sacramento CA.

* * * * *

RESOLUTION NO. 2022/**

September 13, 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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"



CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

August 31, 2022

City of Antioch
1201 W. 4th Street
Antioch, CA 94509

Tel: 925-779-6950
sconnelly@ci.antioch.ca.us

Attention: Shaun Connelly, Water Distribution Superintendent

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 101221-VAC for the Vac-Con VX312LHEM/1100 mounted on a new 2023 Freightliner 114SD 6x4 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Antioch, CA	\$517,683.78
	9.75% Estimated Sales Tax	50,474.17
	CA Tire Fee (10 @ \$1.75)	17.50
	Total	<u>\$568,175.45</u>

- **City's Purchase Order to be prepared and sent directly to Vac-con, Inc.**
969 Hall Park Drive, Green Cove Springs, FL 32043
M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Vac-Con products.
- Pricing includes delivery and on-site training.
- Normal delivery 180-210 days A.R.O., depending on chassis availability.
- Due to California emissions requirements, special permits may be required on engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quotation valid for 15 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,

A handwritten signature in blue ink that reads "James Wheeler".

James Wheeler,
General Manager

Enclosure

4634 Mayhew Road
Sacramento, CA 95827
Office: 916-922-1101
Fax: 916-922-1034

4750 Caterpillar Road, #D
Redding, CA 96003
Office: 530-243-4856
Fax: 530-243-1447

13922 Gracebee Avenue
Norwalk, CA 90650
Office: 714-528-8770
Fax: 714-528-8744

1930 W. Winton Avenue, #1
Hayward, CA 94545
Office: 510-670-0230
Fax: 510-670-9003



08/31/2022

HYDRO-EXCAVATOR
SOURCEWELL CONTRACT: 101221-VAC

Customer: CITY OF ANTIOCH

Shipping: CALIFORNIA

Requirement Specification	
Hydro-Excavator with all standard equipment VX312LHE/1100 M H	
2023 Freightliner model 114SD 6 x 4 chassis with 370HP engine, 66,000 GVWR, 3000 RDS Allison transmission and A/C *Special Order Chassis	
Body mounting on chassis	
8' x 8" Rear Mounted Telescoping Power Flex Boom with Pendant Control Station	
1100 Gallon polyethylene water tank capacity with 10 year warranty	
12 yard Debris tank 3/16" corten steel, (5 year warranty) with full opening rear door, minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and over-fill protection	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM with cyclone separator	
Hydraulic tail gate door latches with hydraulic door grabber and safety latch	
Hydrostatic drive blower	
Water pump system rated 20 GPM @ 4000 PSI with smooth continuous pressure	
8" Knife valve, lower rear door	
Flat style rear door	
Built in body prop	
Electric vibrator	
Rear splash shield - rear flange mounted	
Stainless steel ball on debris body level indicator	

Requirement Specification	
100' capacity hand gun hose reel	
Debris body "Power Flush" system, 8 jets	
Flush out connection for rear door valve	
12V DC auxiliary hydraulic pump	
Automatic lube kit for centrifugal compressor	
Centrifugal compressor quiet silencer, stainless steel construction	
Two cone storage racks	
Hydraulic power tool option	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease assembly	
LED 4 Strobes, two front bumper, two rear bumper	
LED Arrow board	
LED Boom mounted flood lights with guards	
LED Lighting for tool box	
Two LED mid body flood lights with guards	
LED Rear mounted flood lights with guards	
Two LED strobe with limb guards, rear debris tank mounted	
Mid body LED strobes	
Two Mirror mounted LED strobe light with guard	
6 Way pendant control station	
Low water alarm with light	
Wireless remote control	
Air operated 8" knife valve on rear door	

Requirement Specification	
Birds Eye camera system, Brigade 360r	
Factory inspection for two city employees	
Folding spray bar with in cab controls	
Lakos sand separator	
Mount City's water meter	
Lazy Susan Pipe rack - 5 tubes	
20' 6" aluminum intake pipe (1 - 3', 1 - 5', 1 - 6' and 1 - 6.5' catch basin nozzle)	
ICC lighting	
Hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of ½" hand gun hose	
Safety Striping: White	
Paint module: Elite Deep Blue PPG 918377	
Upgrade Freightliner chassis tires & wheels to 315/80r 22.5	
Freightliner Chassis Manual on either thumb drive or paper	
Freightliner Service Manual	
Local dealer pre delivery and inspection	
On site customer training	
Delivery to customer facility	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$517,683.78
Sales Tax - 9.75%	\$50,474.17
California Tire Tax	\$17.50
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER AFTER TAX	\$568,175.45

Delivery is _____ Days after receipt of chassis

SOURCEWELL CONTRACT NO 101221-VAC

CONTRACT HOLDER/VENDOR: VAC-CON, INC. 969 HALL PARK RD, GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS

EMAIL

MJDUBOIS@DUCOLLC.COM

PHONE:

410-924-1004

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Carlton Thompson, Assistant City Engineer CT

SUBMITTED BY: John Samuelson, Public Work Director/City Engineer JS

SUBJECT: Resolution Approving the Final Map for Laurel Ranch Subdivision 8741 (KB Homes North Bay) (PW 698)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the final map and improvement plans for Laurel Ranch Subdivision 8741.

FISCAL IMPACT

There is no projected financial impact. The developer has paid all required fees and is responsible for all costs of construction and maintenance until the City of Antioch accepts the improvements.

DISCUSSION

On September 13, 2016, the City of Antioch Council adopted Resolution No. 2016/95 approving a Vesting Tentative Map, Final Development Plan for the development of 180 single-family homes, neighborhood parks and open space parcels for the Laurel Ranch Subdivision project.

On September 27, 2016, the City of Antioch Council adopted Ordinance No. 2115-C-S approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc. for the Laurel Ranch Subdivision project.

On June 14, 2005, the City of Antioch Council adopted Ordinance 1049-C-S rezoning the project site from Planned Development (PD) to Planned Development District (PD-15-03).

On February 7, 2017, the adopted development agreement between the City of Antioch and Richland Planned Communities, Inc. was recorded by the Contra Costa County Recorder's Office.

On December 15, 2021, the City of Antioch Planning Commission approved Resolution No. 2021-31 for the Use Permit and design review application request from KB Homes North Bay for the Laurel Ranch Subdivision Project.

The subject final map for this project creates 180 single family lots. The subject final map is in substantial conformance with the Vesting Tentative Map and is consistent with the Antioch General Plan.

ATTACHMENTS

- A. Resolution
- B. Vicinity Map

ATTACHMENT "A"

RESOLUTION NO. 2022/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE FINAL MAP AND IMPROVEMENT PLANS FOR LAUREL RANCH SUBDIVISION 8741 (KB HOMES NORTH BAY) (P.W. 698)

WHEREAS, KB Homes North Bay has filed with the City Engineer and requested approval of a final map entitled, "Final Map Subdivision 8741";

WHEREAS, on September 13, 2016, the City Council adopted Resolution No. 2016/95 approving a Vesting Tentative Map and Final Planned Development for the Laurel Ranch Subdivision project;

WHEREAS, on September 27, 2016, the City Council adopted an ordinance approving a Development Agreement between the City and Richland Planned Communities, Inc. regarding the property and project;

WHEREAS, on September 27, 2016, the City Council adopted an ordinance rezoning the project site from Planned Development (PD) to Planned Development District (PD-15-03);

WHEREAS, on February 7, 2017, the adopted development agreement between the City of Antioch and Richland Planned Communities, Inc. was recorded by the Contra Costa County Recorder's Office;

WHEREAS, on December 15, 2021, the City Planning Commission approved the Use Permit and Design Review request from KB Homes North Bay for the Laurel Ranch Subdivision Project;

WHEREAS, this City Council has specifically found that the final map is in complete compliance with the provisions of the Antioch General Plan;

WHEREAS, this City Council has specifically found that the site of this final map is specifically suitable for the type of development proposed;

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause substantial environmental damage and is not likely to substantially and avoidably injure fish or wildlife or their habitats;

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause serious public health problems;

WHEREAS, this City Council has specifically found that the design of the subdivision will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision;

WHEREAS, the Subdivider has paid all the necessary fees, made all deposits required to date, and submitted a Subdivision Improvement Agreement and the required bonds;

NOW, THEREFORE, BE IT RESOLVED that the final map for Laurel Ranch Subdivision 8741, and improvement plans relating thereto, are hereby approved.

BE IT FURTHER RESOLVED that all street and other easements offered for dedication on said final map are hereby accepted.

BE IT FURTHER RESOLVED that the City Manager of the City of Antioch is hereby authorized to sign the Subdivision Improvement Agreement.

* * * * *

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 13th day of September 2022, by the following vote:

AYES:

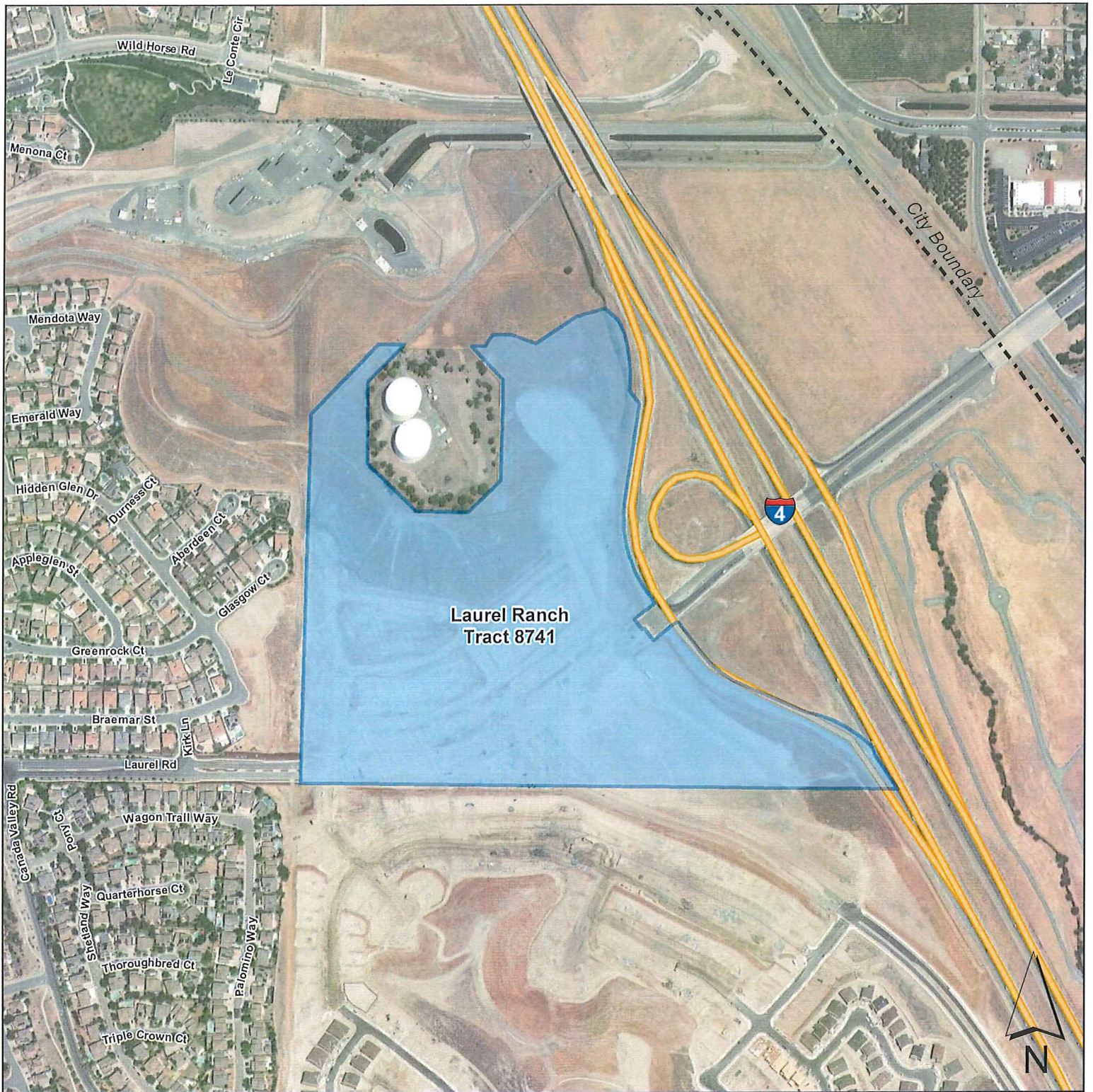
NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Awarding an Agreement with Frontier Energy for a Zero Emission Vehicle Feasibility Assessment and Project Management Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding an agreement with Frontier Energy for Zero Emission Vehicle Assessment and Project Management Services for an amount not to exceed \$135,054;
2. Authorizing the Finance Director to make the necessary budget adjustments to the current fiscal year 2022/23 internal services Vehicle Maintenance Fund budget; and
3. Authorizing the City Manager to enter into an agreement with Frontier Energy in a form approved by the City Attorney.

FISCAL IMPACT

This project is not included in the approved fiscal year 2022/23 internal services Vehicle Maintenance budget and requires a budget adjustment. The attached resolution includes action to increase the Vehicle Maintenance Fund operating budget by \$135,054.

DISCUSSION

At the January 25, 2022 regular council meeting, Council directed staff to bring a policy back that would transition the City's vehicle fleet from internal combustion engines ("ICE") to Zero Emissions Vehicles ("ZEV"). Approval of this proposal from Frontier Energy is the first step in developing a ZEV Policy for the City of Antioch. Frontier Energy will assist the City of Antioch in transitioning to a ZEV fleet by providing the following tasks:

1. Analyze existing fleet and develop a transition plan;
2. Infrastructure assessment;
3. Phased Implementation plan and technical reports;

4. Construction Documents and technical specifications;
5. Evaluate existing vehicle maintenance facility;
6. Citywide strategy for public and workplace charging at public facilities; and
7. City of Antioch ZEV Infrastructure Plan/Policy.

Once the ZEV feasibility assessment is completed, staff would bring back to Council the assessment and a draft ZEV policy for approval.

The Public Works Department published the Zero Emission Vehicle Feasibility Assessment and Project Management Request for Qualifications ("RFQ") on June 28, 2022. The RFQ closed on July 21, 2022. Two (2) complete and qualified RFQ responses were received. Frontier Energy was selected as the most qualified consultant meeting the needs of the City of Antioch as outlined in the scope of work of the RFQ.

ATTACHMENTS

- A. Resolution
- B. Proposal
- C. RFQ

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING AN AGREEMENT WITH FRONTIER ENERGY FOR ZERO EMISSION
VEHICLE FEASIBILITY ASSESSMENT AND PROJECT MANAGEMENT SERVICES,
AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT AND AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO
EXCEED \$135,054.00.**

WHEREAS, Council has directed staff to bring a Zero Emission Vehicle ("ZEV") Fleet policy to council for approval;

WHEREAS, an assessment of the City's current vehicle fleet and electrical infrastructure is needed to implement a successful and cost-effective transition from an internal combustion engine fleet to a ZEV fleet;

WHEREAS, Public Works published a RFQ for Zero Emission Vehicle Feasibility Assessment and Project Management Services on June 28, 2022, which closed on July 21, 2022;

WHEREAS, the City received two (2) complete and qualified RFQ responses with Frontier Energy selected as the most qualified consultant; and

WHEREAS, the City desires to contract with Frontier Energy for Zero Emission Vehicle Feasibility Assessment and Project Management Services.

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

1. Awards an agreement with Frontier Energy for Zero Emission Vehicle Assessment and Project Management Services for an amount not to exceed \$135,054.00.
2. Authorizes the Finance Director to make the necessary budget adjustment to the current FY 2022/23 internal services Vehicle Maintenance Fund budget.
3. Authorizes the City Manager to enter into an agreement with Frontier Energy in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2022/**

September 13, 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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Scope of Work for the City of Antioch

Task 1: Project Management

- Kick-off meeting
- Regular project meetings
- Reporting and invoicing

Task 2: Fleet Analysis

- Gather data about the City fleet (light-, medium-, and heavy-duty and off road) via data transfer from asset management or telematics systems, if available, and identify gaps.
- Meet with fleet manager(s) and department heads to collect data and use assumption data and necessary
- Work collaboratively with agency staff to evaluate vehicle use and suitability to task.
- Extrapolate charging requirements.
- Develop a 10-year one-to-one vehicle replacement plan.
- Estimate EV replacement cost
- Identify vehicle incentives and grant opportunities

Task 3: Assess Facilities for Fleet Charging

- Collect information about facilities
- Conduct virtual and physical site assessments
- Calculate electrical capacity and existing available electrical infrastructure at each fleet domicile
- Review electricity use as provided by the utility
- Investigate approaches that can reduce charging capital and operating costs, like dynamic load management, charger sharing, mobile chargers and/or other technologies.
- Evaluate the costs and benefits of various charging strategies
- Identify the number and types of charging stations to install at each domicile
- Estimate capital and O&M costs by facility or by department
- If desired, evaluate the potential and cost-effectiveness of resiliency strategies for back-up power.

Task 4: Phased Implementation Plan

- Create an interactive dashboard based on PowerBI that shows the annual transition plan for EVs and installation of infrastructure with estimated capital costs, total cost of ownership, and greenhouse gas reduction
- Deploy the dashboard on a password-protected website
- Submit a brief written report

Task 5: Construction Documents

- Prepare up to five construction plan sheets with 30%, 60%, and 90% plans
- List technical specifications for construction and utility connection
- Perform engineering estimates and CAD drafting for civil improvements (e.g., striping)
- Prepare electrical plan sheets, calculate of voltage drops, fill out panel schedule tables and drawing details
- Coordinate with PG&E and reviewing agencies to address comments

Task 6: Evaluate Maintenance Facility

- Recommend equipment and training to service EVs

Task 7: Public Charging Plan

- Assess demand for public and workplace charging
- Identify city-owned properties that can host public/workplace charging stations
- Conduct virtual and physical site assessments
- Calculate electrical capacity and existing available electrical infrastructure at up to five primary locations
- Review electricity use as provided by the utility
- Evaluate the costs and benefits of various charging strategies
- Identify the number and types of charging stations to install up to five locations
- Estimate capital and O&M costs

Task 8: Citywide ZEV Plan

- Summary of recommendations by user group
- Recommend one or more financial strategies
- Identify regulations and codes that can impact the plan
- Identify and recommend revisions/additions to internal policies
- Develop and deliver public-facing reports

Task 9: As-needed Professional Services

- To be determined with City staff

Budget

The following is a not-to-exceed budget for a seven-month project and is based on time and materials. It is the same rates and terms that Frontier Energy has with other municipalities. Frontier Energy submits monthly invoices with the level of detail the City requests.

Task	Cost Estimate
Task 1. Project Management	\$6,532.00
Task 2. Fleet Analysis	\$17,410.00
Task 3: Fleet Charging	\$22,030.00
Task 4: Implementation Plan	\$21,990.00
Task 5: Construction Documents	\$15,122.00
Task 6: Evaluate Maintenance Facility	\$10,920.00
Task 7: Public Charging Plan	\$25,780.00
Task 8: Citywide ZEV Plan	\$15,070.00
Task 9: On-call Services	TBD
Travel costs	\$200.00
Total Program Cost for All Tasks	\$135,054.00

<i>Schedule of Hourly Labor Rates by Position Type</i>	<i>Hourly Rate</i>
Sr. Manager/Director	\$280
Sr. Program Consultant/Project Manager	\$153
Engineer	\$168
Sr. Program Coordinator	\$112
Practice Lead (Grade 40)	\$260
Electromobility Engineer (Grade 21)	\$170

ATTACHMENT "C"



Statement of Qualifications

Zero Emission Vehicle Feasibility Assessment and Project Management Services

Request for Qualifications No. P.W. 690-1

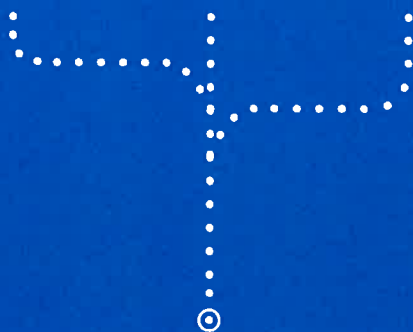
Prepared for

ANTIOCH
CALIFORNIA



FRONTIER ENERGY, INC.
12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583-1323
Contact: Chris White
(916) 371-2899
cwhite@frontierenergy.com

Qualifications and Experience



"They're easy to work with. One of the best contractors I've worked with. They're good at bringing in partners like station providers and automakers."



*Client quote from Frontier Energy
2020 "Voice of the Customer" Survey*



12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583

FrontierEnergy.com
510.444.8707

July 19, 2022

City of Antioch
Public Works Department
1201 W 4th Street
Antioch, CA 94509
Re: RFQ P.W. 600-1
Zero Emission Vehicle Feasibility Assessment and Project Management Services

Dear Mr. Samuelson

I am pleased to offer Frontier Energy's proposal for the City of Antioch's ZEV Feasibility Assessment. For more than 30 years, Frontier Energy has worked with local governments, utilities, and private industry to define and develop strategies for energy production, energy efficiency, and advanced transportation. It aligns with our company mission provide exceptional services, programs, and tools that encourage the intelligent use of energy.

Frontier and our long-time partner DKS Associates have completed and are completing nearly 50 EV transition plans for cities, counties, and private fleets. We bring hands-on knowledge fleet electrification and helping cities plan for public charging stations. Together, we have the resources, knowledge, and capabilities to complete all the tasks in the scope of work within the City's budget and time frame.

Frontier Energy will perform services and adhere to the requirements described in this RFP and will comply with the terms and standard clauses. Additionally, Frontier agrees extend the terms of resulting contracts, inclusive of price, to other interested municipalities. Frontier and DKS both have staff in Oakland and Sacramento that will staff this project. Chris White, Sr. Manager, is the point of contact and her information is at the bottom of this letter.

Our company fully supports this project.

Sincerely,

A handwritten signature in blue ink that reads "Larry Brand".

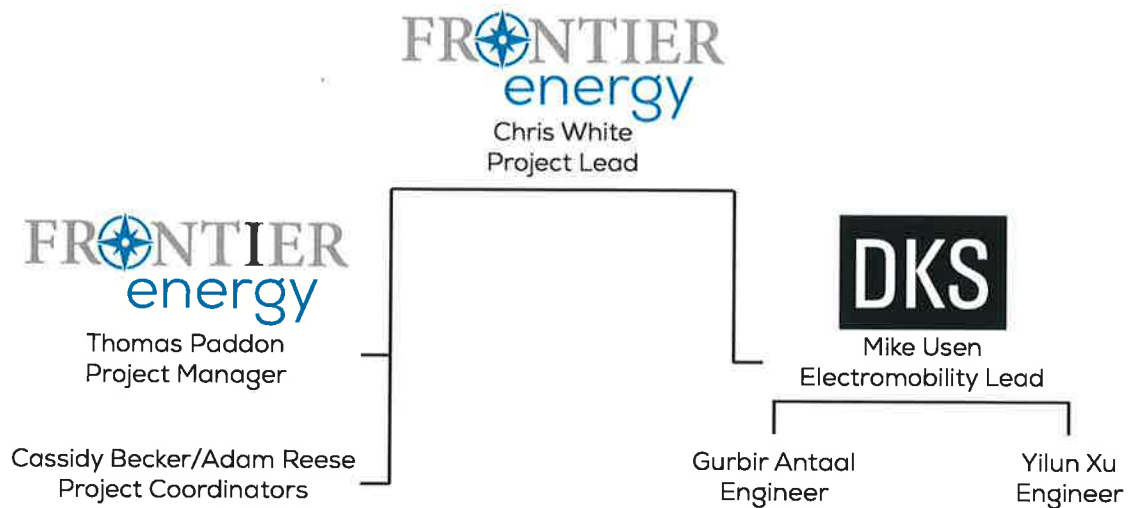
Larry Brand, President
Frontier Energy, Inc.
12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583
lbrand@frontierenergy.com

Chris White, Sr. Manager (she/her)
Phone: 916-371-2899
cwhite@frontierenergy.com

2. Team Qualifications

Frontier Energy, Inc. is the lead applicant and is partnering with DKS Associates. Frontier's Thomas Paddon, PMP, will be the project manager. Frontier Energy and DKS each have more than 100 expert staff who can supplement the project to provide specific expertise.

Organizational Chart



Resumes are at the end of the proposal.

3. Lead Staff

Chris White, Sr. Manager

Chris has been with Frontier Energy since 2004 and leads the vehicle electrification business unit. Under her supervision, Frontier Energy staff support clients by conducting extensive market research, leading community and stakeholder outreach, developing EV transition plans, creating public infrastructure plans, developing financial strategies, ensuring regulatory compliance, and implementing workforce development and training. Chris also provides technical support to the U.S. DOE's Clean Cities Program and leads workshops about fleet electrification nationwide.

Similar projects:

- SMUD Multifamily Program (includes EVSE)
- City of Davis Public Charging Plan
- Madera CTC ZEV Infrastructure Plan
- East Bay Community Energy EV Fleet Transition
- Private construction firm EV fleet transition planning



Project Roles & Responsibilities

- Contract authority
- Conduct the financial analysis
- Develop public charging strategy
- Support other tasks.

Thomas Paddon, PMP, Sr. Program Consultant

Thomas joined Frontier Energy in 2021 to manage fleet transition planning and vehicle electrification projects. He joined the company from CALSTART where he developed vehicle electrification strategies and roadmaps, fleet transition plans with a focus on support for ZEV programs for disadvantaged communities. He has developed various economic and TCO models for different fleet and market segments, and currently develops digital dashboards and interactive planning tools using PowerBI for each client.

Similar projects:

- East Bay Community Energy EV Fleet Transition
- City of Spokane Green Fleet transition
- City of Elk Grove EV Fleet Transition
- City of Duluth (MN) EV Fleet Transition



Project Roles & Responsibilities

- Project management
- Client communication
- Vehicle analysis
- Digital dashboards

Mike Usen, Electromobility Practice Lead

Mike has dedicated his environmental planning career to the pursuit of environmental sustainability for nearly 30 years. He joined DKS 2017 and leads the company-wide electric vehicle charging infrastructure planning and design practice. Mike oversaw development of DKS' EVSE cost calculator and has completed 16 electromobility projects. He is well-known in the electromobility industry among other consultants, electric vehicle OEMs, charging networks and manufacturers, EV tech startups, shared mobility providers, electric utilities, etc. and is a frequent presenter at the many electromobility conferences he attends.

Similar projects:

- City of Spokane Green Fleet Transition
- East Bay Community Energy EV Fleet Transition
- City of Davis Public Charging Plan
- Madera CTC ZEV Infrastructure Plan
- Lawrence Berkeley National Laboratory Electromobility Plan

Yilun Xu, Electromobility Engineer

Yilun has eight years experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, credit planning, bi-directional charging planning and operational cost analysis.

Similar projects:

- King County Metro Non-bus Fleets to Zero Emissions
- University of California Davis Campus Electric Vehicle Study
- City of Davis Public Charging Plan

Gurbir Antaal, Electromobility Engineer

Gurbir is an electrical and transportation engineer who brings six years of experience and a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals.

Similar projects:

- UC Davis Campus Electric Vehicle Study
- City of Fremont Fleet Electrification Study
- East Bay Community Energy EV Fleet Transition
- City of Spokane Green Fleet Transition

DKS

Project Roles & Responsibilities

- Site feasibility
- Charging demand analysis
- Cost analysis

DKS

Project Roles & Responsibilities

- Charging strategies
- Utilization planning
- Financial models

DKS

Project Roles & Responsibilities

- Site feasibility
- Electrical engineering
- Utility coordination

4. & 5. Qualifications, Experience, and Subconsultants

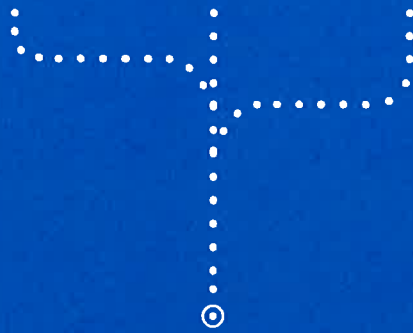
Frontier Energy, a C Corporation, has 30+ years of experience in delivering programs that address energy efficiency and alternative transportation. With nearly than 150 staff in offices in the highly advanced energy markets of New York, California, Texas, and Minnesota, we have the skills, experience, and resources to support ZEV deployment programs and customer engagement. For 22 years, Frontier Energy has operated the California Fuel Cell Partnership and in the 1990s we established and operated the first EV charger testing center in the U.S. The Frontier team has expertise in ZEV planning for light-, medium-, and heavy-duty vehicles and off-road equipment, forecasting ZEV adoption to help cities and counties plan for public charging and hydrogen fueling, and helping clients navigate the complexities of regulations and funding programs. Our building engineering team assesses facilities for measures that improve energy efficiency through conservation, storage, and onsite production.

DKS Associates, an employee-owned firm, provides specialized transportation planning, design, and engineering services to public agencies across the country and has an office in Seattle. DKS's comprehensive suite of electromobility includes planning for municipal-scale ZEV charging programs, designing site scale charging infrastructure, and assisting clients with financing and permitting. DKS has completed or is completing 21 separate electromobility projects that include charging infrastructure master planning, site evaluation, cost analysis, and planning and design. DKS staff include Professional Engineers (PE). DKS will perform the facility analysis.

Together and independently, our companies have worked with local, state, and federal governments; utilities and CCAs; transit agencies; and school districts on infrastructure master plans and ZEV transitions. As a team, we jointly completed or are conducting fleet transition plans for nearly 20 municipalities and private fleets. The table lists some of the 50 projects similar to the City's scope that the team has completed or are currently underway.

Client; project	Fleet Electrification	Fleet Management	Infrastructure & Engineering	Charging Strategies	Public Charging Masterplan	Financing
City of Elk Grove (CA) Fleet Transition Planning	✓	✓	✓	✓	✓	✓
EBCE EV Transition Planning (14 municipal fleets)	✓		✓	✓		✓
City of Spokane (WA) EV Fleet Transition	✓		✓	✓		✓
Private Company, ZEV Fleet Planning	✓	✓		✓		✓
City of Davis Public Charging Strategy	✓	✓	✓	✓	✓	✓
City of Sacramento, EV Blueprint			✓	✓	✓	✓
CARB: Medium- and Heavy-duty ZEV Blueprints	✓		✓	✓		
Beaufort County (SC); EV Fleet Transition	✓		✓	✓		
Madera County: Infrastructure Planning			✓	✓	✓	✓
California Central Coast ZEV Strategy			✓	✓	✓	✓
San Joaquin County: Infrastructure Planning			✓	✓	✓	✓
Snohomish PUD (WA): EV Fleet Planning (6 public agencies)	✓	✓	✓	✓		✓

Approach to Scope of Work



"Frontier staff are diligent about answering technical questions. They get answers, whether from current expertise or their willingness to research a subject."



*Client quote from Frontier Energy
2020 "Voice of the Customer" Survey*

6. Summary of Approach to Completing the Work

Most of our fleet electrification clients want answers to two questions: “What electrical upgrades do we need to make to support EV charging?” and “How much is it going to cost?” A third question is emerging, “How are we going to comply with the Advanced Clean Fleet regulation?” During our work with fleets, both creating transition plans and leading workshops in coordination with Clean Cities Coalitions and sponsoring organizations, we’ve learned that:

- Telematics software on vehicle is the exception, not the rule. We know how to find the duty cycle data we need and, when necessary, use placeholder data from fleets.
- Fleet vehicle replacement policies and processes vary by department and vehicle type. We work with you to determine how each department group specs and procure EVs.
- Older facilities are often at maximum electrical capacity. We look holistically to understand the impact of past upgrades and the opportunities for building and vehicle electrification.
- The first duty of City employees is to effectively serve the residents and businesses. EVs and charging stations need to help them do their jobs the same or better, not reduce services or operating efficiency.
- An EV may not be the perfect fit for every duty cycle and every vehicle. We explore other options that fit the fleet’s needs and achieve zero vehicle emissions.
- Every plan is as unique as the department, the municipality, and staff. Attitudes and behavior shape our recommendations as much as data does.

The Frontier and DKS (the Frontier team) have close relationships with the companies that manufacture and sell EVs, charging stations, software, and training. We maintain a database of available and “coming soon” EVs and infrastructure, costs to buy and operate EVs, funding and incentives, and best practices for implementation. We’ve worked with dozens of public agency fleets from municipalities to states are familiar with the challenging duty cycles of public works, public safety, and emergency preparedness and response vehicles, and of take-home EVs and leased facilities.

We’ve developed several tools to identify replacement vehicles, estimate charging energy needed, and identify the numbers and types of charging stations for fleet vehicles and public charging. We recommend systems and strategies that fit the need at each site, and facilitate introductions and demonstrations as requested.

Our approach to the scope of work is based on best practices and lessons learned from similar fleet transition plans. We know that fleet electrification is a daunting task that department staff must include in their already-overwhelmed schedules. The Frontier team has a streamlined process to make the best use of time and to minimize the requirements and resources from City staff. Our standard process is to:

OUR PROCESS

1. Collect data about current and planned vehicles, current and planned domicile facilities, and other City policies and priorities. Clean and validate the data. If data is missing, we fill gaps by meeting with the client’s team or using assumption data developed from other projects.
2. Identify vehicles/vehicle classes that can be electrified within 10 years and deliver a year-by-year vehicle transition plan that aligns with the client’s sustainability and decarbonization goals and with the pending Advanced Clean Fleet regulation.

3. Assess each facility for its ability to support charging stations, or identify alternatives. Evaluate electricity demand and impacts on PG&E rates.
4. Identify the infrastructure needed to support fleet EVs, including how charging will impact facility energy use and strategies to mitigate higher capital and energy costs. We deliver a plan for charging stations, distributed energy resources, charge management systems, and other recommended equipment or software.
5. Identify the infrastructure that can support EV adoption by employees and the public, including financial strategies, and how the City's plan fits into regional efforts for ZEV fuels.
6. Prepare a Total Cost of Ownership analysis and identify potential sources of funding for infrastructure and EVs.
7. Develop an interactive digital dashboard year-by-year transition planning.
8. Prepare documents, calculations, maps, construction plans, and technical specifications that the City or other stakeholders can use for bid packages, and in grant and incentive applications.

The City will receive the following deliverables:

- An interactive, password protected digital dashboard of their transition plan that shows vehicles and charging station implementation by year and the total estimated budget by year. The client will always have access to their dashboard.
- A written report that can be submitted to a city/county/board docket.
- A PowerPoint that can be shared with a commission or council meeting. If desired, Frontier will participate in the meeting to answer questions.
- Drawings, documentation, calculations, and other materials that the client requires for bid packages, procurement contracts, grant proposals, and incentive applications.

The following sections overview our unique approach to successfully completely the bullet points in the RFQ Scope of Work and tasks that other municipalities have found beneficial. Tasks are not necessarily in chronological order, and some tasks need to occur simultaneously.

7. Detailed Scope of Work

Task 1. Project management

Frontier Energy will schedule and facilitate a project kick-off with internal stakeholders, which typically includes fleet and facility managers, department leads, the executive office, and sustainability office and sometimes includes procurement and a council representative. Prior to the meeting we send an introductory email with a meeting agenda and a list of the data we want to obtain about fleet vehicles and facilities so that everyone is prepared with answers and questions.

During this meeting we will ensure that everyone understands the fleet transition planning project and review the data requests and templates we sent prior to meeting. Our goals are: to identify the information each department has, set a process and timeline for collecting other data, understand processes that are countywide and those that are department-specific, and make sure everyone has the same understanding of the project goals, timelines, and processes. We'll also use this meeting to understand procurement practices, existing contracts, and other factors that can influence the EV transition.

At the end of the meeting, we will create an action plan with next steps and assignments and send a meeting summary via email. We'll set up a regular project team meeting and develop a project plan with milestones and deadlines. Frontier will schedule future meetings and send agendas before and notes afterward.

Deliverables: Project management plan, meeting agendas and notes

Task 2: Analyze the existing fleet and develop a transition plan

It's important to understand the vehicles that the City wants to include and exempt from the analysis. For example, some cities omit police patrol vehicles and others want to include contractors' vehicles.

For the vehicles to include in the analysis, we'll set up data transfers from software programs (asset management, telematics, and GPS) if applicable, and collect data from departments. Table 1 lists the data we prefer and alternatives if that data isn't available. For many vehicle types, the Frontier team can make assumptions based on duty cycles of vehicles in similar agency departments.

Table 1: Vehicle Data Collection

Ideal Vehicle Information	Alternative #1	Alternative #2
Vehicle ID/VIN, make, model, year, owned or leased	Vehicle ID, make, model, vehicle type/class, fuel, owned or leased	Make, model, vehicle type/class, fuel, owned or leased
Date placed into service and scheduled to be replaced	Life cycle (years or miles)	Blank if no schedule
Assigned division	Assigned department	Specific vehicle use case
Vehicle dwell times by address	Addresses where vehicles park during the day and overnight	Domicile address
Daily duty cycle: days of the week, hours in operation, average miles, driver assignment	Weekly duty cycle: days of the week, hours in operation, average miles, driver assignment	Assumption data for vehicle class from team
Fuel data or telematics data	One year of data	Assumption data from team
Annual O&M cost: fuel, maintenance, insurance, licensing, fuel infrastructure	Annual O&M cost: subset	Assumption data from team
Notes about configuration or use (e.g., emergency response vehicle, has a liftgate, runs a generator)		

With the data in hand, we will recommend a replacement schedule that shows the year to transition to an EV or, if desired, an alternative mode of transportation a pool of shared EVs. For vehicles that will be replaced by 2025, we can recommend a make and model (e.g., Chevy Bolt, Ford F-150 Lightning) based on the City's preference and the availability of EVs. After 2026, we'll recommend a class of vehicle (e.g., a Class 2 pick-up, a Class 1 sedan) to allow flexibility for new EV makes and models. We use the duty cycle of the existing vehicle to estimate the daily energy needed to charge the new EV at its parking facility (the "domicile"). This information will help inform infrastructure needs.

The City will have to comply with the pending Advanced Clean Fleet regulation that will take effect in January 2024. We will create a specific plan for vehicles that must comply with the regulation in 2024-2026 that will include documentation to apply for exemptions from the regulation as needed.

Deliverables: Cleaned and validated fleet data, energy use estimates, transition plan

Task 3: Assess sites for fleet charging

To identify charging locations, DKS collects the following information for each fleet domicile/parking area:

- 12 months of facility electric meter readings from PG&E to determine baseline energy use at facilities/parking areas
- Existing electric rates and planned changes (e.g., making to a renewable rate)
- Output of onsite PV (if applicable)
- Existing or planned EVSE (if applicable)
- Usage data from existing EVSE and other fueling infrastructure

We identify facilities that are leased, if a department plans to move to a new facility in the next five years, and planned upgrades that may include changes or upgrades to electrical service. We also ask for as-built drawings and wiring diagrams to see the existing electrical design and the layout of the parking lot.

DKS will use the fleet replacement plan (in Task 2) to:

- Identify charging needs for each facility
- Estimate the additional electric load caused by fleet charging at each facility
- Evaluate charging strategies to reduce capital and/or operating costs
- Estimate capital costs to buy and install charging stations
- Estimate operation and maintenance costs for charging stations and software
- As needed, recommend alternative strategies that may include using public charging stations, home-based charging, creating charging hubs or plazas, or using hydrogen or other low-carbon fuels.

We conduct virtual and physical site assessments to make sure that the facilities can accommodate charging stations, which includes distance from the electrical service, capacity of the panel and transformer, and potential improvements to the parking lot. We can also recommend facility upgrades or improvements to increase efficiency and decrease utility costs, like adding solar technology, energy storage, controls for electric load management, and back-up power systems for resiliency. We'll coordinate PG&E about new, upgraded, planned, and expanded electrical service to identify potential barriers.

The team developed and will use three tools to help estimate costs and operation models:

1. The Charging Strategy Cost Evaluation Tool assesses the capital costs of five charging strategies based on expected charging demand and procurement/installation costs for each facility and considers a phased approach that includes "stub outs" to reduce future construction costs.
2. The Operational Cost Evaluation Tool calculates annual operating costs and includes cost of electricity, equipment depreciation and maintenance, parking revenues, network fees, and labor for facility staffing. It can also estimate cost recovery from credit programs and charging station use fees.
3. The Revenue Option Tool evaluates the cost and revenue of the County owning and operating the charging stations, shared ownership with a service provider, or Charging as a Service in which a vendor owns and operates the charging stations for a monthly fee.

After reviewing all results with City staff, we'll finalize a charging strategy for each facility to support fleet EV deployment.

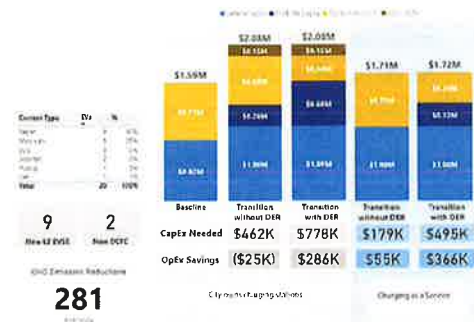
Deliverables: Charging infrastructure plan, energy use by facility

Task 4: Phased implementation plan and technical reports

The team will work with the City to create a phased implementation plan for EV transition that aligns with City goals and budget periods. The plan will include:

- A 10-year one-to-one vehicle replacement plan based on the City's desired strategy: oldest vehicles first, greatest GHG reduction, best operational savings, regulatory compliance, etc. The plan will be specific through 2025, and broader after 2025 to accommodate additional EV availability. For vehicles that are not feasible for EV transition, the team can recommend plug-in hybrids and other options that will reduce GHGs and comply with California regulations for clean air vehicles.
- Compliance with the pending Advanced Clean Fleet regulation that will take effect in January 2024.
- Numbers and types of charging stations at each facility for fleet vehicles. We will call out high-priority facilities based on the fleet EV plan, GHG reduction, funding, and/or capital cost reduction. The plan will include recommendations to add solar panels, battery storage systems, and use load management software when it is cost effective and will help achieve the City's goals.
- Year-by-year cost analysis that includes procurement of vehicles and charging stations, construction costs, operating costs, and potential revenue from incentives, fees, and carbon credits.
- GHG reduction based on PG&E's standard and 100% renewable energy plans.

Frontier creates an interactive dashboard so all stakeholders can visualize the needs and gaps to procure and install EVs, charging stations, and resiliency with estimated capital costs, total cost of ownership, and greenhouse gas reduction. The dashboard shows the overall plan, and results by department, facility, and year. The dashboard's website is password protected and will remain available after the project is over. You can see a sample dashboard at <https://frontierenergy.com/visualization-sample/>

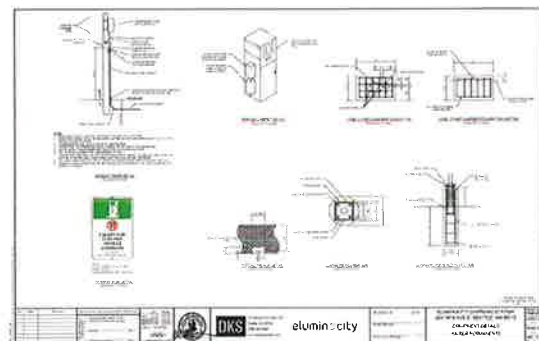


Deliverables: Interactive dashboard, spreadsheets and brief written reports with recommendations.

Task 5: Construction documents and technical specifications

DKS will work closely with the City to review available drawings and PG&E requests for connection point upgrades. For each location, DKS can:

- Prepare up to five construction plan sheets with 30%, 60%, and 90% plans
- List technical specifications for construction and utility connection
- Perform engineering estimates and CAD drafting for civil improvements (e.g., striping)
- Prepare electrical plan sheets, calculate of voltage drops, fill out panel schedule tables and drawing details
- Coordinate with PG&E and reviewing agencies to address comments



Optionally, DKS can provide design services that include cost estimating, permitting and environmental review, construction reviews, inspections, plan modifications, and contractor requests for information.

Deliverables: Technical documents and bid documents as requested

Task 6: Evaluate existing vehicle maintenance facility

Frontier Energy will work with the Public Works Department and fleet maintenance personnel to inspect vehicle maintenance facilities and recommend retrofitting and/or equipment required to service the vehicles identified in the transition plan.

Most vehicle and charging station manufacturers offer training on their equipment. Frontier will identify vendor-provided training and training that the City will need to source, and types of training that all City staff should receive about driving and charging EVs.

Deliverable: Written report with recommendations for equipment and training to support EVs

Task 7: Citywide strategy at for public and workplace charging at public facilities

The Frontier team uses three-part process to identify locations for charging stations for public and/or employee use.

1. Community input: Using Social Pinpoint, a collaborated map-based website, we ask community members and people who work in the City to identify locations at which charging stations would be beneficial. The team will also meet with community groups and City commissions if desired.
2. Geographical data: Using GIS systems and data, we identify gaps in the locations of current and planned EV chargers and how charging stations at public facilities could encourage adoption and use of EVs by residents, commuters, and through travelers.
3. Site feasibility: Using a scoring methodology, we assess each site for installation costs and for usability (e.g., walking distance to amenities and lighting for personal safety).

We use the same tools identified in Task 3 to identify costs and potential revenue, and owner/operator models to reduce City staff time needed to manage charging stations. We then develop an implementation plan that includes sources of funding. As in Task 3, we conduct assessments to ensure the facilities can accommodate charging stations and evaluate the cost/benefit of building efficiency, solar, and storage. After reviewing all results with City staff, we'll finalize an implementation plan for public and workplace charging at public facilities.

Deliverable: A plan with the number of charging stations for employee and public use; types of stations; estimated costs; and a recommended schedule for installation that aligns with funding opportunities.



Task 8: Citywide ZEV Infrastructure Plan

The Citywide ZEV Infrastructure Plan is a final report that will summarize recommendations by user group (fleet, employees, public) and present an overall financial strategy. We'll include best practices and considerations for adding charging during renovations or when moving to a new facility, working with landlords at leased facilities, and for a phased implementation plan that includes financing, procurement, and policies.

In addition to addressing the when, where, and how of deploying the charging stations, the Frontier team will address important issues that include:

- Options for cost recovery from charging stations: fees for public/employee use of a charging stations, managing California's Low Carbon Fuel Standard credits, and charge-back fees to City departments
- Adhering to ADA and local code requirements for public and employee charging.
- Policies and requirements for sharing charging stations between the fleet and non-fleet EVs
- Compensating employees when charging a work vehicle during non-work hours or at a non-work facility
- Types of data that the City can (and must) collect and analyze, and requirements to use, share, and protect the data
- Upcoming regulations and the impact those can make on the plan

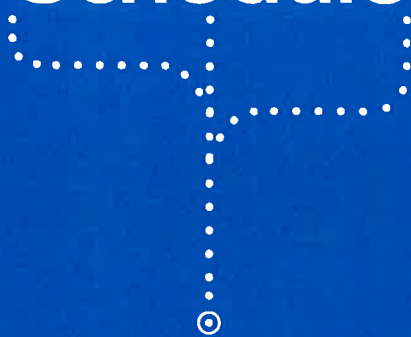
Deliverables: A plan as a PDF document that can be shared with the public and in a PowerPoint presentation that staff can deliver to commissions, councils, and at conferences.

Task 9: As-needed professional services

The Frontier team can offer support for the following tasks:

- Assistance with grants and funding/incentive applications
- GIS mapping
- Draft RFPs for charging stations, construction, and software, and review bid results
- Arrange for vendors and manufacturers to meet with and present the products to departments and procurement personnel.
- Conduct ASHRE level 1, 2, and 3 building energy audits to reduce overall energy use
- Develop a transition plan for building electrification

Declarations, Effort, and Schedule



"It comes down to trust. My team trusts the Frontier people they work with, and I think the feeling is mutual."



*Client quote from Frontier Energy
2020 "Voice of the Customer" Survey*

8-10. Declarations

Frontier Energy, Inc. has not had contracts or agreements terminated for convenience, cause, or default within the past three years.

Frontier Energy, Inc. does not have any litigation that currently affects or may affect in the future the firm's ability to perform work.

Frontier Energy, Inc. confirms the firm's ability to meet contract and insurance requirements.

11. Anticipated Labor Effort by Task and Classification

The following table is an estimate for a seven month project and estimates for a plan that is only light-duty vehicles (cars, light trucks, light vans), a plan that includes all vehicles, and a plan that also includes off-road vehicles (construction, landscaping). The team will provide accurate budgets on a task-order basis. Frontier Energy submits monthly invoices with the level of detail the City requests.

Task	Sr. Manager	Project Manager	Sr. Project Coordinator	Practice Lead	Electric Engineer
Task 1. Project management	4	28	4	4	4
Task 2. Analyze the existing fleet and develop a transition plan					
Only light-duty vehicles		60	20		
Light-, medium-, and heavy-duty vehicles	5	75	20		
Light-, medium-, and heavy-duty vehicles and off-road	5	90	20		
Task 3. Infrastructure assessment for fleet vehicles (assumes four domiciles)					
Only light-duty vehicles		10		20	40
Light-, medium-, and heavy-duty vehicles		10		20	65
Light-, medium-, and heavy-duty vehicles and off-road		10		20	70
Task 4. Phased implementation plan and technical reports	10	90	10	10	10
Task 5: Construction documents and technical specifications					
Per location			2		35
Task 6: Evaluate existing vehicle maintenance facility	35		10		
Task 7: Citywide strategy at for public and workplace charging at public facilities	30		40	30	30
Task 8: Citywide ZEV Infrastructure Plan	25	10	20	10	10

12. Milestone Schedule for Project Completion

The schedule below assumes that Frontier Energy and DKS will complete all tasks in the scope of work with a project start date of September 1, 2022. Some tasks can be staggered to accommodate City staff time and budgets.

Task	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Task 1. Project management							
Task 2. Analyze the existing fleet and develop a transition plan							
Task 3. Infrastructure assessment for fleet vehicles							
Task 4. Phased implementation plan and technical reports							
Task 5: Construction documents and technical specifications							
Task 6: Evaluate existing vehicle maintenance facility							
Task 7: Citywide strategy at for public and workplace charging at public facilities							
Task 8: Citywide ZEV Infrastructure Plan							

References

Sacramento Metro Air Quality Management District

Gina O'Neal, Project Manager

916-874-2636 | goneal@airquality.org

Regional Plan for Zero-Emission Vehicle Deployment 2017-2020

Ongoing technical support for programs and grants

airquality.org

SMUD

Eric Cahill, Sr. Strategic Business Planner, Electric Transportation

Distributed Energy Strategy

714-625-6604 | eric.cahill@smud.org

Sacramento Regional Electrification Blueprint, current

smud.org

City of Davis

Kerry Loux, Sustainability Coordinator, Staff Liaison to Natural Resources Commission

530-747-8246 | kloux@cityofdavis.org

City of Davis Public Charging Plan, current

www.cityofdavis.org

City of Spokane

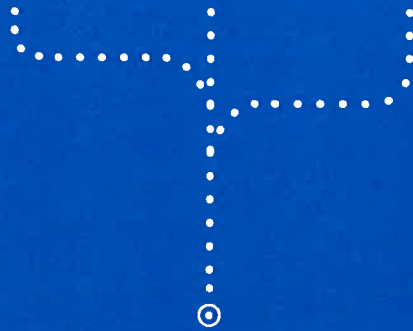
Rick Giddings, Fleet Manager

rgiddings@spokanecity.org

Green Fleet Transition, current

myspokanecity.org

Resumes and Attachments



"They're very responsive, accommodating, and thorough. They're good about taking time to listen and understand our requirements. They make sure we're satisfied."



*Client quote from Frontier Energy
2020 "Voice of the Customer" Survey*

Chris White

Senior Manager



PROFILE

Chris White has been with Frontier Energy since 2004. She directs engagement and outreach activities, develops vehicle electrification strategies and roadmaps, creates fleet transition plans, and plans and implements pilot programs. Under her supervision, Frontier Energy staff conduct extensive market research, develop print and digital marketing materials, conduct community and stakeholder outreach, and develop models for vehicle adoption. Chris's clients include air districts, state and local governments, associations, utilities, and private companies.

EDUCATION/CERTIFICATIONS/TRAINING

B.A., Communications, Union University, California

TOP-certified meeting facilitator

FRONTIER ENERGY EXPERIENCE

MCE – 2022-present

- Technical consulting for EV adoption, EVSE planning, and calculating electrical loads

Madera County (CA) Transportation Commission – 2021-present

- Forecast deployment of battery and fuel cell electric vehicles through 2040
- Identify barriers and opportunities to speed deployment and adoption of ZEVs

SMUD Medium- and Heavy-Duty Blueprint – 2021-present

- Assess the adoption of Class 3 and above ZEVs through 2045
- Identify locations and grid capacity for charging stations and hydrogen stations
- Facilitate technical panels, financing workgroups, and equity-focused outreach

City of Davis (CA) – 2021-present

- Developing a prioritization plan for public charging stations in Davis
- Lifecycle cost analysis to identify the net present value of various ownership models

City of Sacramento (CA) – 2022-present

- Facilitate a technical panel to consider the impacts of a building electrification ordinance

SMUD Multifamily Program – 2020-present

- Lead outreach to multifamily property owners and managers
- Provide technical consulting to multifamily properties that want to install EV charging stations

California Air Resources Board Zero Emission Truck Pilots – 2018-present

- Leading outreach, market research, and workforce engagement
- Oversee data collection and analysis

Various Training and Workforce Programs – 2017-present

- Community outreach and planning for hydrogen readiness efforts.
- Conducted focus groups about alternative transportation for the U.S. Department of Energy.
- Manage DOT-funded HazMatVirtual virtual reality training for fire departments.

Private clients – 2021-present

- On-call consulting for a regional retailer's DCFC implementation.
- ZEV transition plan for a private construction firm's fleet of 900 trucks.
- Facilitate focus groups about fleet adoption of heavy-duty zero emission vehicles.

Southern California Edison – 2021

- Develop business-focused outreach materials for SCE's Charge Ready Program

City of Sacramento EV Blueprint – 2019

- Researched and wrote a comprehensive plan for citywide public EV charging.
- Prepared the City to win a \$1.8 million grant from the California Energy Commission.

Sacramento Metro Air Quality Management District Regional ZEV Readiness Plan – 2017-2019

- Developed a set of tools and maps that identify locations for hydrogen stations and DC Fast Charging stations for vehicles that drive 100 miles or more a day in a six-county region.

California Fuel Cell Partnership Communication Director– 2014-2020

- Develop strategy and positioning reports and documents
- Plan and execute outreach campaigns and safety training events

ACTIVITIES AND PROFESSIONAL DEVELOPMENT

- 2022 West Sacramentan of the Year award
- 2019 Clean Air Champion Individual Award by Sacramento Clean Cities
- 2014 awardee of a Public Relations Society of America Crystal Merit Award
- Chair, West Sacramento Community Foundation
- Director, Yolo Basin Foundation
- Chair, West Sacramento Economic Development and Housing Commission
- Commissioner, Yolo County Climate Commission
- Member, Association of Women in Water, Energy, and the Environment
- Member, Women of EVs

Thomas Paddon, PMP

Sr. Program Consultant



PROFILE

Thomas Paddon joined Frontier Energy in 2021 to manage fleet transition planning and vehicle electrification projects. He joined the company from CALSTART where he managed high-profile clean transportation projects, developed vehicle electrification strategies and roadmaps, fleet transition plans, and tools to support the transition to zero emissions. Thomas created and executed digital marketing outreach and engagement campaigns for small fleets and to support ZEV programs for disadvantaged communities. He has developed various economic and TCO models for different fleet and market segments, and currently develops digital dashboards and interactive planning tools using PowerBI for each client.

EDUCATION/CERTIFICATIONS/TRAINING

M.A., Management, University of Redlands

B.A., French/Int'l Business, University of South Florida

PMP-certified project management professional

Commercial, Instrument-rated SEL Pilot

CURRENT AND PRIOR EXPERIENCE

City of Elk Grove Fleet Transition Planning—present

- Transition planning for municipal fleet vehicles to EVs, including infrastructure, distributed energy systems, and cost analysis.
- Development of interactive digital dashboard.

San Joaquin County Council of Governments—present

- Forecast deployment of battery and fuel cell electric vehicles through 2040.
- Identify barriers and opportunities to speed deployment and adoption of ZEVs.
- Identify opportunities for green hydrogen production.

Madera County (CA) Transportation Commission—2021-present

- Forecast deployment of battery and fuel cell electric vehicles through 2040.
- Identify barriers and opportunities to speed deployment and adoption of ZEVs.

SMUD Medium- and Heavy-Duty Blueprint—2021-present

- Project management and reporting to the California Energy Commission.

Beaufort County (SC) Fleet Transition Planning—current

- Transition planning for municipal fleet vehicles to EVs, including infrastructure, distributed energy systems, and cost analysis.
- Development of interactive digital dashboard

City of Duluth (MN) Fleet Transition Planning—2021-2022

- Transition planning to move the city's fleet of light-duty vehicles to EVs and plan for charging infrastructure at one facility as a pilot.

East Bay Community Energy (CA)—current

- Transition planning for 14 municipal fleets to EVs, including infrastructure, distributed energy systems, and cost analysis.
- Development of interactive digital dashboards for each fleet.

Spokane (WA) Green Fleet Transition Planning – current

- Transition planning to move the city's fleet of light-duty, heavy-duty, and construction equipment to renewable fuels and electric vehicles.
- Development of an interactive digital dashboard.

Private Construction Firm – current

- Phase 1 of transition planning to move the fleet of light-duty, heavy-duty, and construction equipment to zero emission vehicles and fuels.

California Air Resources Board Zero Emission Freight Facilities and Truck Demonstrations – 2017- 2021

- Co-managed \$30.8M fleet electrification project for Frito-Lay/Pepsi to deploy electric and CNG vehicles and an RNG fueling station in Modesto.
- Managed \$12.9M CARB fleet pilot project for Aramark to deploy 21 Class 5 electric step vans and charging stations in the San Joaquin Valley.
- Managed \$6.7M CARB fleet pilot project for USPS to deploy 15 Class 4 electric step vans in the San Joaquin Valley.

California Air Resources Board ZEV Mobility Pilot - Green Commuter – 2019 - 2020

- Created and executed multiple digital outreach and needs assessment campaigns to support community-based and environmental justice organizations.

South Coast Air Quality Management District – 2019-2021

- Managed electric school bus data collection program including outreach and engagement.
- Developed customized TCO calculator tool for school districts.



MIKE USEN, AICP, Electromobility and Resiliency Lead

Relevant expertise: Mike Usen leads DKS' company-wide electric vehicle charging infrastructure planning and design practice. Mike is a nationally recognized subject matter expert in charging infrastructure master planning for light-, medium- and heavy-duty electric vehicles. With support from DKS' rapidly growing electromobility team, Mike assists sustainability directors, fleet and facility managers plan smart electric vehicle charging infrastructure for transit systems, electric vehicle fleets as well as public, workplace and residential applications. Clients include vehicle fleets, regional transportation planning agencies, utilities, ports, school districts, universities and other workplaces. For much of the past three decades, Mike has worked at the intersection of transportation and sustainability for market-leading consulting firms and large public agencies including King County Metro Transit where he developed the agency's award-winning Sustainability Program.

Registrations:

American Institute of
Certified Planners No.
012577

Education: Master of
Urban Planning,
University of
Washington | BA,
Environmental Studies,
University of Vermont

**Years of
experience:** 30

FLEET ELECTRIFICATION PROJECTS

Port of Tacoma Clean Energy Services, WA. Mike is serving as transportation electrification subject matter expert to help the port electrify its transportation operations. This includes researching best practices, policies, and guidelines for vehicle electrification. Based on this information, Mike will develop an approach to management of fleet electrification process and summary of potential charging strategies.

Seattle Public Schools Sustainability, Resource Conservation and Energy and Carbon Reduction Policies and Procedures, WA. As part of its efforts to decarbonize its operations, Mike is assisting Washington State's largest school district plan the electrification of its mixed vehicle fleet and yellow school bus operations based on analysis district transportation operations. Actions include evaluating vehicle fleets for electrification, analyzing alternative charging strategies, assessing facilities for charging capacity, estimating project costs.

City of Bellevue Green Fleet Strategy | Bellevue WA Mike is leading development of Bellevue's Green Fleet Strategy to replace the City's existing vehicle fleet with electric vehicles. This involves engaging stakeholders on department operations, conducting a right-sizing analysis, identifying market-ready EVs to replace existing ICE-powered fleet vehicles, and planning for EV infrastructure needs at key City-owned buildings. The project will result in a comprehensive report to guide charger deployment and recommendations for a 5-to-10-year vehicle replacement plan.

City of Spokane Green Fleet Plan | Spokane WA Mike led development of an EV charging infrastructure plan for Spokane's 1,600-unit vehicle fleet. The project resulted in a site-by-site plan for charging stations, recommended charging strategy including type of EV charging station, vehicle to charger ratio, load management options, estimated project cost per fleet facility, recommendations for shared charging with employees and the public, implementation phasing timeline for charging system installation.

City of Tacoma Electric Vehicle Supply Equipment Siting Study Feasibility Study |

Tacoma, WA. Mike is leading development of Tacoma's plan to guide EV charging to expand electrification of the City's fleet and expand EV use by City staff and visitors. This plan also provides information, best practices, and guidance on current and potential future EV charging equipment and standards, EV growth and funding opportunities, performance metrics, and policy and procedure approaches for EVSE siting, operations and shared use opportunities.

East Bay Community Energy Municipal Fleet Electrification Study | Alameda County, CA.

Mike is leading DKS' efforts to determine vehicle energy requirements and charging needs for the municipal fleets of the cities of Oakland, Berkeley, Dublin, Albany, Hayward, Emeryville, Livermore, Newark, Piedmont, Pleasanton, Tracy, Union City, San Leandro, and Alameda County California, including estimation of fleet electrical load calculations and associated charging infrastructure requirements, and cost evaluations for infrastructure upgrades at each fleet facility.

South San Francisco Electric Vehicle Selection | South San Francisco, CA. Mike evaluated battery electric (BEVs) and plug-in hybrid vehicles (PHEVs) for use by South San Francisco's fleets and recommended which vehicles to purchase. The evaluation considered economics, safety features, vehicle reliability, anticipated public perception and impacts on the City's workforce.

City of Fremont Fleet Electrification Study | Fremont, CA. This project assessed opportunities for municipal fleet vehicle conversion to plug-in battery electric and the role of solar photovoltaic (PV) renewable energy systems paired with energy storage systems (ESS) and electric vehicle supply equipment (EVSE). Mike's oversaw evaluation of the fleet's existing energy demands and project the future energy requirements of an electrified fleet.

City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment | Seattle, WA.

The City of Seattle is in the process of converting its award-winning 4,100 vehicle motor pool to an all-electric fleet by planning charging infrastructure upgrades at 11 garages, 5 warehouses and over 25 other facilities. Mike's team evaluated the City's existing facilities, conducted internal stakeholder engagement, assessed the EV market and charging technology, evaluated facility electric load capacity and recommended load management alternatives.

South San Francisco Electric Vehicle Charging Master Plan | South San Francisco, CA. Mike led the development of a master plan for electrification of City of South San Francisco vehicle fleet through designation and location of electric vehicle charging infrastructure. This masterplan also provides direction to commercial charging for the general public at large employers, commercial businesses, multifamily housing, and public facilities.

EV CHARGING INFRASTRUCTURE INSTALLATION DESIGN

SMUD EV Charging Technical Conditions | Sacramento, CA Mike served as EV charging subject matter expert to prepare technical conditions (design specifications) to guide EV charger installation for the utility's Charging as a Service program.

Electric Vehicle Charger Design: Eluminocity | Seattle, WA. DKS Associates provided EV infrastructure design services for Eluminocity, helping the City of Seattle implement the Electric Vehicle Charging in the Right of Way (EVCROW) program, performing engineering for Level 2 and DC Fast Chargers. Mike oversaw DKS' services included installation design and design review, facilitating compliance with City of Seattle street-use requirements including permitting of EVSE, and general logistical support related to project implementation.

WSDOT Zero Emissions Vehicle Infrastructure Partnership grant applications | Bellevue & Walla Walla WA. Mike is leading efforts to prepare and submit grant applications on behalf of both cities to apply for state funding for EV charging infrastructure. These grants will fund multiple publicly accessible high powered DC Fast Charging stations consistent with the National EV Infrastructure program funded by IIJA.

PUBLIC CHARGING ROADMAPS

San Joaquin COG Alternative Fuels Vision Plan | San Joaquin County, CA Mike serves as electric vehicle subject matter expert on this county-wide planning effort to site alternative fueling stations serving light, medium and heavy-duty vehicles. Mike's role is to lead development and implementation of siting methodologies including development of charging and fueling facilities accessible to all users including traditionally underserved populations.

Encinitas Electric Vehicle Charging Station Master Plan | City of Encinitas, CA Mike is leading development of an EV Charging Station Master Plan to evaluate and locate charging stations within the City; conducting a needs assessment; defining alternatives; and determining where to install EV charging stations at nearly all City-owned worksites and public facilities; and providing recommendations to support residential transitioning to EVs.

Madera County Zero Emission Vehicle Readiness and Implementation Plan | Madera County CA Mike is leading planning effort to assess the existing ZEV infrastructure environment, recommend infrastructure improvements and investments and identify implementation strategies and policies to promote ZEV infrastructure adoption for Madera County communities. The planning process will identify key community challenges and barriers to ZEV advancement, and provide tools to procure, site and install battery electric vehicles and fuel cell electric vehicle infrastructure.

California Central Coast Zero Emission Vehicle Strategy, CA.

Mike is the electromobility subject matter expert to improve EV charging infrastructure to support interregional travelers, freight and transit throughout Ventura, Santa Barbara, San Luis Obispo, Monterey, Santa Cruz, and San Benito counties.

City of Davis EV Charging Infrastructure Phase 1 | Davis CA

Mike is leading an electric vehicle infrastructure analysis project for the City of Davis that includes site feasibility and cost analysis for DC Fast Chargers and smart level 2 public chargers.

Sacramento Electric Vehicle Implementation Blueprint | Sacramento, CA. Mike provided strategies to advance the next generation of ZEV mobility applications and programs, including an EV Toolkit and an advanced EV Mobility Opportunities Report.

WORKPLACE CHARGING

Lawrence Berkeley National Laboratory Electromobility Plan | Berkeley CA. Mike helped LBNL modernize its charging infrastructure by recommending standardized hardware, centralized control and monitoring, and an integrated payment system, appropriate for LBNL's unique site requirements.

UC Davis Campus Electric Vehicle Study | Davis CA Mike was the subject matter expert for electric distribution system, load analysis, asset service connections, technical design and operation of smart charging, outlining a flexible infrastructure that will accommodate future adoption of electric mobility and ensures the reliability and resiliency of the University's electric grid.



YILUN XU, PE, MBA

Electromobility Consultant

Yilun has experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, Low-carbon fuel standard (LCFS) credit planning, bi-directional charging planning, and operational cost analysis. Yilun regularly supports DKS clients including counties, cities, transit agencies, and Universities. Yilun has over 9 years of professional experience in the transportation industry, has advanced engineering and business degrees coupled with a strong passion for electromobility.

Registrations:

Washington Professional Engineer (Civil), No. 19110740 | Minnesota Professional Engineer (Civil), No. 54149

Education:

M.S, Civil Engineering (Transportation & Statistics minor), North Carolina State University | MBA, Carlson School of Management, University of Minnesota | B.Eng., Traffic Engineering, Tongji University, China

Years of experience: 9

Relevant Skills:

- Project management
- Team leadership
- Data analytics and visualization
- Economic analysis
- Business case development
- Sustainability
- Fleet analysis

City of Davis EV Charging Infrastructure Phase 1 | Davis, CA.

Yilun developed a business case comparison for the City of Davis for installing and managing the EV charging infrastructure. The business cases examined ownership alternatives and operational models and explore important aspects of charging such as the charger utilization, charging rates, idling and overcharging management, Low Carbon Fuel Standard (LCFS) credit, etc.

City of Bellevue Green Fleet Strategy | Bellevue, WA. Yilun served as the project manager for the Bellevue Green Fleet Strategy project. Yilun made sure all data is aligned with the analysis needs and actively communicates with the client and the stakeholders to ensure the project is meeting the client's tight schedule needs. Yilun supported the Total Cost of Ownership (TCO) assessment of the EV and Internal Combustion Engine (ICE) fleets and led the operational cost and budget analysis for the project, which involves crucial elements such as the future Washington Clean Fuel Standard.

City of Tacoma Electric Vehicle Supply Equipment Siting Study Feasibility Study | Tacoma, WA. Yilun is serving as the project manager for the Tacoma EVSE siting study. The project aims to develop a strategic action plan for municipal fleet electrification. The project scope covers the entire fleet including light, medium, heavy-duty vehicles, and specialty vehicles, with a focus on the light-duty fleet primarily at 4 domicile sites with the largest fleet vehicle aggregation. Yilun is also leading the operational cost analysis for the project, which is a critical element of the electrification strategic plan.

City of SeaTac Fleet Electrification Strategy | SeaTac, WA. Yilun is serving as the project manager for the SeaTac Fleet Electrification Strategy project. Yilun is coordinating with both external and internal resources for fleet and facility data, stakeholder interviews, and analytics. Yilun is also leading the data visualization and operational cost analysis of the project.

King County Metro Non-bus Fleets to Zero Emissions | King County, WA. Yilun analyzed the utility rate structures of both major utility providers in King County. Utility rate structures involve base utility rates, demand charging, time-of-day charges, transformer fees, a variety of utility credits, etc. Yilun also developed an operational and maintenance costing tool for EV infrastructure, which has been tremendously valuable for the client. Yilun provided crucial supports to the development of the electric vehicle fleet charging strategies that manage electrical utility expenditures. Yilun also customized an EVSE cost estimator, including EVSE operational costs, to meet the project needs.



GURBIR ANTAAL, Electromobility Engineer

Gurbir is DKS' most experienced electromobility engineer, especially on fleet electrification projects. On every transportation electrification project, Gurbir combines his electrical engineering background with his transportation operations expertise, using his wide variety of skills relating to the analysis of electric vehicle charging requirements for municipal fleets. Gurbir has served as a trusted advisor for EV-focused projects to public agencies throughout California and Washington State, where he is able to communicate with his public agency clients in a timely manner and truly understand their needs. His relevant project experience includes work for both power providers and public agencies including SMUD, East Bay Community Energy, California Department of Transportation, Berkeley, Fremont, Oakland, San Jose City, Mountainview, Dublin, Alameda County, Hayward, Albany, Davis, and Spokane, King County and Tacoma Washington. He is also to convey technical information to a broad audience in an understandable, approach manner, and made sure all the deadlines are met well in time and overall budget of the projects.

Registration: P.Eng,
Canada – 100502010 |
Traffic Signal Level – 1
Supervisor, IMSA
Ontario Work Zone
Traffic Control & Safety
Supervisor

Education: MS in
Electrical and Computer
Engineering, McMaster
University, Canada
| BS in Electronics and
Communications,
Chandigarh Engineering
College, India

Years of experience: 6

Unique Qualifications for the City of Elk Grove Project:

- Gurbir has worked on ten fleet electrification projects and three additional EV planning projects in the past three years
- An EV charging technology and cost estimates expert
- Currently working with SMUD
- Electrical load calculation expert based on the duty cycles and dwell times of the vehicles

East Bay Community Energy Municipal Fleet Electrification Studies, CA.

Gurbir is responsible for calculating the charging needs for each vehicle fleet site for the cities of Berkeley, Hayward, Albany, Dublin, Oakland, and Alameda County. His role as deputy project manager and subsequently project manager, includes field visits, evaluating fleet data, and calculating EV charger quantities required at each site based on electric load calculations, EV battery size and power consumptions for Level 1, Level 2, and DC Fast Chargers. He is also responsible for estimating project costs for each site.

City of Fremont Fleet Electrification Study, Fremont, CA. Gurbir calculated the energy demands of each light and emergency (pursuit) vehicle fleet component and evaluated each of Fremont's fleet vehicle domicile locations for EV charger installation. He was responsible for evaluating the fleet data, calculating the appropriate quantity of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 2 and DC Fast Chargers.

UC Davis Campus Electric Vehicle Study, Davis CA. Gurbir led site assessment and electrical evaluation of charging infrastructure for an electric vehicle study focused on load analysis, asset service connections, technical design and operation of smart charging at the largest campus in the UC system.

SMUD EV Charging Technical Conditions, CA. Gurbir recently supported Sacramento Municipal Utility District (SMUD) and the prime consultant in writing the Technical Conditions per industry standards that describe the scope and standards for the work to be performed for the Charging as a Service program.

City of Davis EV Charging Infrastructure Phase 1, | Davis CA

Gurbir is performing technical feasibility and design of public level 2 and DC Fast Charging electric vehicle charging infrastructure for the City of Davis California. This includes conducting site feasibility and cost analysis, determining vehicle energy requirements and charging needs, and performing site design for each charger installation.

City of Tacoma Electric Vehicle Supply Equipment Siting Study Feasibility Study | Tacoma, WA.

Gurbir is serving as the electrical manager for the Tacoma EVSE siting study. The project scope covers the entire fleet including light, medium, heavy-duty vehicles, and specialty vehicles, with a focus on the light-duty fleet primarily at 4 domicile sites with the largest fleet vehicle aggregation. His role consists of evaluating the fleet data, calculating number of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 1, Level 2 and DC Fast Chargers. Gurbir is also responsible for creating build-out cost's spreadsheet for each site.

City of Bellevue Green Fleet Strategy | Bellevue, WA. Gurbir leads the charging analysis needs for replacement of light duty fleet vehicles to EVs. His work includes evaluating the electrical energy needs of each type of vehicle and reviewing facilities drawings and calculating number of EV chargers required on each site based on the load calculations and costs for installation of EV chargers.

City of Spokane Green Fleet Plan | Spokane, WA

Gurbir is conducting the charger and cost analysis for replacement of fleet vehicles to EVs by evaluating the fleet data, calculating the number chargers required based on the charging required for Level 1, Level 2 and DC Fast Chargers.

King County Metro Non-bus Fleets to Zero Emissions | King County, WA

Gurbir had led the technical evaluation of charging needs for light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. This work includes evaluating the electrical energy needs of each type of vehicle and reviewing facilities drawings and data for passenger facilities and transit bases to evaluate feasibility and costs for installation of EV chargers.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 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 ^{جس}

SUBJECT: Awarding an Agreement with Stommel, Inc. dba LEHR for Police Vehicle Upfitting Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding a Maintenance Services Agreement with Stommel, Inc. dba LEHR to provide police vehicle upfitting services for three (3) years, with an option to extend two (2) additional years, for an estimated amount not to exceed \$1,090,536.07; and
2. Authorizing the City Manager to execute the agreement in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this expenditure is included in the adopted fiscal year 2022/23 budget in the Vehicle Replacement Fund and the General Fund. Funding for the remaining years of the contract will be presented to Council as part of the budget approval process.

DISCUSSION

On May 24, 2022, Council approved the replacement of nine (9) police vehicles that are at or beyond their useful life, and the purchase of two (2) new-to-fleet police vehicles. The upfitting of these eleven (11) police vehicles is the next step in preparing the vehicles for service. Upfitting a police vehicle includes the installation of emergency lights, partitions, and other auxiliary equipment needed to complete the patrol vehicle build which optimizes officer safety and productivity.

The term of the contract is for three (3) years ending on June 30, 2025, with an option to extend two (2) additional years for a total of five years. The City reserves the right to adjust the quantity of vehicles to be upfitted each fiscal year according to the needs of the Police Department and City of Antioch Fleet Policy. The current estimate of the number of police vehicles to be upfitted for years two (2) through five (5) are included in Attachment D.

The Public Works Department published a Request for Proposal ("RFP") on June 8, 2022. The RFP closed on July 13, 2022. Proposals were solicited and Stommel Inc. dba LEHR was the only vendor to submit a proposal. City staff reviewed the proposal and determined that they are qualified to perform the work.

ATTACHMENTS

- A. Resolution
- B. Proposal
- C. Agreement
- D. Estimated Cost Schedule

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING AN AGREEMENT WITH STOMMEL, INC. DBA LEHR FOR POLICE
VEHICLE UPFITTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT IN AN AMOUNT NOT TO EXCEED \$1,090,536.07.**

WHEREAS, on May 24, 2022, Council approved the replacement of nine (9) police vehicles that were at or beyond their useful life, and the purchase of two (2) new-to-fleet vehicles for anticipated new hires;

WHEREAS, upfitting these eleven (11) police vehicles is the next step in preparing the vehicles for service in order to optimize officer safety and productivity;

WHEREAS, the Public Works Department published a Request for Proposal ("RFP") on June 15, 2022, for upfitting police vehicles, and request for submittals closed on July 13, 2022; and

WHEREAS, Stommel, Inc. dba LEHR participated in a competitive and open proposal process and submitted a complete and competitive proposal which gives best value to the City for the services of upfitting its police vehicles.

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

1. Awards a Maintenance Services Agreement with Stommel, Inc. dba LEHR to provide police vehicle upfitting services for three (3) years, with an option to extend two (2) additional years, for an estimated amount not to exceed \$1,090,536.07; and
2. Authorizes the City Manager to execute the agreement in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2022/**

September 13, 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 13th day of September 2022, by the following vote:

AYES:

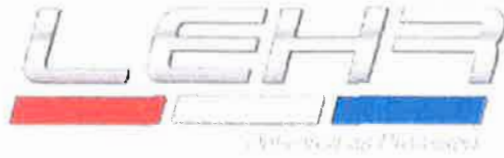
NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"



7/01/2022

City of Antioch - Public Works
Carlos Zepeda - Director
1201 W. Fourth St.
Antioch, CA 94509

It is our great privilege to have had the opportunity to present to you the enclosed bid response for your review for RFP No. 070-0713-22A POLICE VEHICLE UPFITTING: FORD UTILITY INTERCEPTORS.

We know that we can meet the City of Antioch's bid *as specified*. Enclosed you will find a Comprehensive Package to include (3) Line Item Quotes to include Tax and Freight for each type vehicle requested.

LEHR Pittsburg is one of our 5 Installation Locations, located in the East Bay Area at 661 Garcia Ave, Pittsburg CA. Our Pittsburg location is a mere 6 miles away from the City of Antioch. LEHR is a Master Distributor of Whelen, Setina, HAVIS, and many more of the products you're specifying.

LEHR has the experience, manufacturers support, and commitment to our customers that will keep this project moving forward. We know that through LEHR Pittsburg our Team of Experts in Technology and Law Enforcement Equipment and Installation have what it takes to meet the requirements of the City of Antioch.

We look forward to hearing back from you and thank you for the opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike McGee", is written over a light blue horizontal line.

Mike McGee
Fleet/Technology
Sales Manager - LEHR

III. COST SUBMITTAL WORK SHEET - RFP NO. 070-0713-22A

Your Company Name: Stommel Inc. dba LEHR Pittsburgh
 Contact Name: Mike McGee
 Contact Phone: (925) 303-9513
 Contact Email: mcmgee@LEHRauto.com

Cost Per Unit listed on the following pages shall be final and shall include all parts, labor, incidentals, delivery, and taxes necessary to upfit the police vehicles per the specifications in this RFP. Please provide costs for Years 1-3 of the Contract, and optional years, i.e.: Years 4-5. Additional costs not accounted for within bid will not be covered by the City.

Please quote the vehicles price per FY. This cost will be directly associated with the point system (max 50pts to lowest proposed price)

Unit Cost

Initial Contract Term (3yrs)			
	K9	Patrol	Admin/Investigation
FY 22/23	\$ 26,543.27	\$ 24,157.56	\$ 4,397.50
FY 23/24	\$ C.P.I. %	\$ C.P.I. %	\$ C.P.I. %
FY 24/25	\$ C.P.I. %	\$ C.P.I. %	\$ C.P.I. %
Optional Two Years			
FY 25/26	\$ C.P.I. %	\$ C.P.I. %	\$ C.P.I. %
FY 26/27	\$ C.P.I. %	\$ C.P.I. %	\$ C.P.I. %
Total (based on combined unit cost for Five Years)	\$ N/A	\$ N/A	\$ N/A

Total Upfitting Cost for Year 1

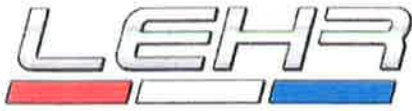
FY 22/23 Vehicle Count	Units	Type	Cost Per Unit	Total Cost
	8	Patrol	\$ 24,157.56	\$ 193,260.48
	3	K9	\$ 26,543.27	\$ 79,629.81

TOTAL YEAR 1 (FY 22/23) COST: \$ 272,890.29

* C.P.I. = Annual Consumer Price Index %
 Increase, Based on that said year/Average.

**FORD INTERCEPTOR INVESTIGATION/ADMINISTRATION VEHICLE**

	PRODUCT #	DESCRIPTION	CAN PROVIDE (Circle)	COMMENTS
Whelen Visor Lights				
1	AVC21RB	WHELEN AVENGER II Dual LED DASH DECK LIGHT	<u>YES</u> / NO	
2	TIONBKT1	WHELEN ION T-SERIES L BRACKET (QTY-2)	<u>YES</u> / NO	
Siren/ Siren Controller				
3	ALPHA SL	WHELEN SIREN AMPLIFIER	<u>YES</u> / NO	
4	ALPHA 5	WHELEN 3 POSITION TOGGLE SWITCH	<u>YES</u> / NO	
5	SA315P	NYLON COMPOSITE SPEAKER	<u>YES</u> / NO	
6	SAK66D	DRIVER'S SIDE MOUNTING BRACKET	<u>YES</u> / NO	
			YES / NO	
			YES / NO	
			YES / NO	
Rear Quarter Panel Window				
7	TL12J	ION T-SERIES RED/BLUE LIGHTS (QTY-2)	<u>YES</u> / NO	
8	TIONBKT1	WHELEN ION T-SERIES L BRACKET (QTY-2)	<u>YES</u> / NO	
			YES / NO	
Grille Lights				
9	TL12J	ION T-SERIES RED/BLUE LIGHTS (QTY-2)	<u>YES</u> / NO	
10	TIONBKT1	WHELEN ION T-SERIES L BRACKET (QTY-2)	<u>YES</u> / NO	
			YES / NO	
Rear Warning - Tail light				
11	VTX9J	WHELEN VERTEX DUO SUPER-LED HIDEAWAY LIGHT-DUEAL COLOR (QTY-2)	<u>YES</u> / NO	
			YES / NO	
Wiring/Circuit				
12	CH15-1-20	911 CIRCUIT WIRING HARNESS	YES / <u>NO</u>	Patrol Power Harness Substitute
			YES / NO	
			YES / NO	



Sales Quote

Page: 1

661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 36594
Document Date: 6/30/2022
Terms: Net 30
Payment Method:

Sell City of Antioch
To: Carlos Zepeda
1201 West 4Th Street
Antioch, CA 94509
Phone:

Ship City of Antioch
To: Carlos Zepeda
1201 West 4Th Street
Antioch, CA 94509
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 2117
SalesPerson Mike McGee

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
ANTIOCH 2022 BID ADMIN					
Front End Equipment					
TLI2J	ION T-SERIES LINEAR SUPER-LED DUO RED/BLUE	Whelen	2	84.99	169.98
TIONBKT1	ION T-SERIES UNIV "L" MTG BKT	Whelen	2	9.60	19.20
GRILL LIGHTS					
MI0001	GEN 1 MINI HARNESS	Patrol Power	1	446.60	446.60
SA315P	SIREN SPEAKER 100W	Whelen	1	179.99	179.99
SAK66D	SPEAKER BRACKET-D/S UTILITY 2020	Whelen	1	27.00	27.00
Roof Equipment					
CSM - ROOF ANTENNA FOR POLICE RADIO					
I	INSTALLATION CHARGES	Labor Items	0.5	105.00	52.50
Drivers Compartment					
AVC21RB	DUAL AVENGER II SOLO RED/BLU	Whelen	1	234.00	234.00
TIONBKT1	ION T-SERIES UNIV "L" MTG BKT	Whelen	2	9.60	19.20
CSM - POLICE RADIO					
ALPHASL	ALPHA REMOTE SIREN	Whelen	1	166.20	166.20
ALPHA5	ALPHA 3 POSTION TOGGLE SWITCH	Whelen	1	72.00	72.00
Back End Equipment					
TLI2J	ION T-SERIES LINEAR SUPER-LED DUO RED/BLUE	Whelen	2	84.99	169.98



Sales Quote

Page: 2

661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 36594
Document Date: 6/30/2022
Terms: Net 30
Payment Method:

Sell City of Antioch
To: Carlos Zepeda
1201 West 4Th Street
Antioch, CA 94509
Phone:

Ship City of Antioch
To: Carlos Zepeda
1201 West 4Th Street
Antioch, CA 94509
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 2117
SalesPerson Mike McGee

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
TION8KT1	ION T-SERIES UNIV "L" MTG BKT REAR QUARTER PANEL	Whelen	2	9.60	19.20
VTX9J	OMNI DIRECTIONAL LIGHTHEAD, DUO COLOR, RED/BLUE, 9' CABLE	Whelen	2	76.99	153.98
I	INSTALLATION CHARGES	Labor Items	1	2,152.00	2,152.00
INSTALL	INSTALL MATERIALS	Service Items	1	125.00	125.00

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
4006.83

Amount Exempt from Sales Tax
0.00

Subtotal: 4,006.83
Total Sales Tax: 390.67
Total: 4,397.50

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



FORD INTERCEPTOR POLICE K9 VEHICLE

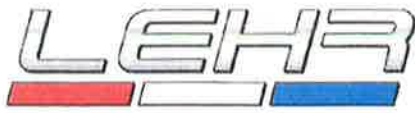
Quote #36606

	PRODUCT #	DESCRIPTION	CAN PROVIDE (Circle)	COMMENTS
Whelen Lightbar – Legacy Duo WCX				
1	EB2DEDE	LEGACY WCX 54" RW/BW/RW/BW	YES / NO	
2	MKAJ105	ADJ LIGHTBAR MOUNT KIT #105; Police Interceptor Utility, Adjustable Leveling Foot / 2020 / Liberty™ II, Legacy®, Freedom® IV 48"-55" and Justice® 56"	YES / NO	
Siren Controller, Speaker, and Options:				
3	C399	CENCOM CORE WCX CONTROL CENTER	YES / NO	
4	C399K4	OBDII CANPORT CABLE KIT FORD	YES / NO	
5	CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	YES / NO	
6	CEM16	WeCanX 16 OUTPUT EXPANSION MOD	YES / NO	
7	SA315P	SA315P SPEAKER, BLACK PLASTIC	YES / NO	
8	SAK9	SA315 SIREN MT KIT UNIV SWIVEL	YES / NO	
9	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	YES / NO	
Side Mirror Warning options below if not using Ford Factory 63B				
10	MBFX20	ION MIRROR-BEAM HSGS UTILITY	YES / NO	
11	MBIONVB	MIRROR-BEAM MT ION-V LT BLUE	YES / NO	
12	MBIONVR	MIRROR-BEAM MT ION-V LT RED	YES / NO	
Rear Quarter Panel Window				
13	IONR	ION LIGHT RED	YES / NO	
14	IONB	ION LIGHT BLUE	YES / NO	
15	IONK1B	SWIVEL MOUNT KIT FOR ION BLK	YES / NO	
Rear Warning - Tail light				
16	VTX609R	VERTEX SUPER-LED LIGHT RED; Omni Directional Lighthead, Red, Blue, Amber or White, 9' Cable	YES / NO	
17	VTX609B	VERTEX SUPER-LED LIGHT BLUE; Omni Directional Lighthead, Red, Blue, Amber or White, 9' Cable	YES / NO	
Options below if not using Ford Factory 66C - for rear liftgate glass and underside				
Rear Spoiler exterior				
18	IONBKT8	ION REAR SPOILER MTG BKT (PR)	YES / NO	
19	IONR	ION LIGHT RED	YES / NO	
20	IONB	ION LIGHT BLUE	YES / NO	
Rear Liftgate (Underside)				
21	TLIR	ION T-SERIES LINEAR LT RED	YES / NO	
22	TLIB	ION T-SERIES LINEAR LT BLUE	YES / NO	
Additional Whelen Lighting				
Interior Lighting - to be mounted in headliner between bucket seats				
23	60CREGCS	12V WHT/RED 6" COMPARTMENT LT	YES / NO	
Rear Taillight Housing				
24	VTX609B	VERTEX SUPER-LED LIGHT BLUE	YES / NO	
25	VTX609R	VERTEX SUPER-LED LIGHT RED	YES / NO	
Whelen Cloud Components - Will be provided by Antioch PD				

26	VSG	Whelen Vehicle Safety Gateway	YES/NO	Direct From Whelen
27	WCP-Antenna	Whelen Cloud Platform Antenna	YES/NO	Direct From Whelen
Havis VSX console				
28	PKG-VSX-1800-INUT	Package - 2020-2021 Ford Interceptor Utility VSX Console with Front Bin, Cup Holder and Fuse Block	YES/NO	
29	C-ARM-109	Armrest for top mount, console, large pad	YES/NO	
30	C-AP-0325-L	3" accessory pocket w/hinged lid & lock, 2.5" deep	YES/NO	
31	C-EBX-WHE-1	VSX Console - Equipment Bracket Kit for Front Tray Siren Light Control - Whelen	YES/NO	
32	C-USB-2	Dual USB charge only ports	YES/NO	
Mounting brackets and filler plates as needed Mounting Solution				
33	MD-ARM-0603	Swivel Arm Mount With 6" Base, 3" Extension	YES/NO	
34	C-KBM-202	Havis Rugged Keyboard Mount & Adapter Combination (keyboard not included)	YES/NO	
Hint Dash Mount - per customer request				
35	TM-5124-PIU	ON-DASH MOUNT with Double Pivot and G.R.I.P. Tilt/Swivel for Ford POLICE INTERCEPTOR SEDAN / UTILITY	YES/NO	
Havis K-9 Solution				
36	K9-F28-1-B	2020-2021 Ford Interceptor Utility Black K9 Transport system	YES/NO	
37	K9-A-201	K9 Transport Heat alarm unit option	YES/NO	ACK HP50/20 Mark #
38	K9-A-110-B	Headliner Protection Inserts for Havis 2020-2021 Ford Interceptor Utility Black K9 Transport	YES/NO	
39	K9-A-103	K9 Transport water bowl option	YES/NO	
40	Ace Watchdog	Ace Watchdog Custom Web App	YES/NO	
Havis Rear Storage and window bars				
41	WBI-F28-RC	2020-2021 Ford Interceptor Utility Interior window bars	YES/NO	
42	C-TTP-INUT-1201	2020-2021 Ford Interceptor Utility Full width Trunk Top Plate Tray	YES/NO	
43	C-TTP-INUT-4	2020-2021 Ford Interceptor Utility Full width Trunk Bottom Plate Tray	YES/NO	
44	SBX-3003	Open Storage Drawer Topper	YES/NO	
45	SBX-1008	Large Modular Storage Drawer with Simplex Lock	YES/NO	
Westin Push Bumper - per customer request				
46	36-2125	Westin Push Bumper Elite - w/two light option	YES/NO	
47	36-2125PB	Westin Pit Bar Elite	YES/NO	
Misc Items				
48	MMSU-1	Magnetic Mic	YES/NO	
49	SO-APD	2021 Core AFS Harness	YES/NO	I would suggest Patrol Power
50	BS-7721	BS-7721 Blue Sea - Mega Amp Safety Fuse Block - Weatherproof	YES/NO	
51	BS-5032	BLUE SEA St Blade Split Fuse Block	YES/NO	
52	BS-7615B	Blue Sea ATD Automatic Timer Disconnect, 12 VDC, 3/8" Stud (M10), 120A Continuous Rating, 7 Preset Timed Intervals, Three Low Voltage Disconnect Points, OVD: 16.0V @ 5 Sec.	YES/NO	

We would prefer to use Patrol Power. I have Quoted/Included AFS as requested.

MKM



Sales Quote

Page: 1

661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 36606
Document Date: 6/30/2022
Terms: Net 30
Payment Method:

Sell City of Antioch
To: Carlos Zepeda
1201 West 4Th Street
Antioch, CA 94509
Phone:

Ship City of Antioch
To: Carlos Zepeda
1201 West 4Th Street
Antioch, CA 94509
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 2117
SalesPerson Mike McGee

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
ANTIOCH PD 2022 PATROL K9 BID					
Front End Equipment					
36-2125	ELITE PUSH BUMPER 2020 PIU	Westin	1	474.32	474.32
36-2125PB	Pitt Bar, WESTIN 2020 Utility (requires 36-2125)	Westin	1	495.88	495.88
OEM - 66A					
NPN	SO-APD // AFS HARNESS	Service Items	1	1,500.00	1,500.00
OPTION Patrol Power can be supplied for \$715.00					
SA315P	SIREN SPEAKER 100W	Whelen	1	179.99	179.99
SAK9	SPEAKER BRACKET	Whelen	1	27.00	27.00
MBFX20 ION-MIRROR BEAM-PAIR HOUSING UTILITY					
MBIONVB	MIRROR-BEAM ION-V LT BLUE	Whelen	1	60.60	60.60
MBIONVR	MIRROR-BEAM ION-V LT RED	Whelen	1	60.60	60.60
Roof Equipment					
EB2DEDE-LEHR 54" LEGACY BAR WCX					
STPKT105	STRAP KIT UTILITY 2020-	Whelen	1	1,899.00	1,899.00
CSM - VSG ANTENNA					
CSM - RADIO ANTENNA					
CSM - DOCK ANTENNA					
Drivers Compartment					
PKG-VSX-1800-INUT	Package - 2020-2021 Ford Interceptor Utility VSX Console with Front Bin, Cup Holder and Fuse Block	Havis	1	483.19	483.19



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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
C-ARM-109	INTERNAL MOUNT ARMREST-FLIP UP 4"	Havis	1	200.08	200.08
C-AP-0325-L	ACCY BOX 3" W/HINGED LID/LOCK	Havis	1	73.72	73.72
C-EBX-WHE-1	VSX CONSOLE EQUIPMENT BRACKET KIT FOR FRONT TRAY SIREN LIGHT CONTROL-WHELEN	Havis	1	4.21	4.21
C-USB-2	DUAL 4.8A USB CHARGE MODULE	Havis	1	55.38	55.38
PKG-MD-ARM-0603	PKG,ACTADP,ACSY,VSX,LD,SWGARM,9",	Havis	1	216.43	216.43
MMSU-1	MAGNETIC MIC KIT	Magnetic Mic	1	29.71	29.71
	CSM - POLICE RADIO				
	CSM - DOCKING STATION				
	CSM - DOCKING POWER SUPPLY				
	CSM - IN CAR VIDEO SYSTEM				
TM-5124-PIU-V2	DASH MNT NO KB	Hint	1	271.44	271.44
C-KBM-202	RUGGED KEYBOARD MNT ADAPTER COMBO	Havis	1	114.64	114.64
60CREGCS	12V WHY/RED 6" COMPARTMENT LT	Whelen	1	134.40	134.40
	NO WEAPON MOUNT HAS BEEN REQUESTED				
	Back End Equipment				
C-TTP-INUT-1201	FOLD-UP CARGO PLATE, 2020-2021 PIU RAISED	Havis	1	620.78	620.78
C-TTP-INUT-4	EQUIPMENT TRAY 2020 UTILITY	Havis	1	222.28	222.28
SBX-3003	OPEN STORAGE DRAWER TOPPER	Havis	1	137.80	137.80
SBX-1008	LARGE MODULAR STORAGE DRAWER W/PUSH-BUTTON LOCK	Havis	1	1,173.63	1,173.63
IONR	ION SERIES LED LIGHTHEAD- RED	Whelen	1	94.99	94.99
IONB	ION SERIES LED LIGHTHEAD- BLUE	Whelen	1	94.99	94.99
IONK1B	ION SWIVEL MNT	Whelen	1	22.80	22.80
	REAR QUARTER GLASS				
VTX609R	VERTEX SUPER-LED LIGHT RED	Whelen	2	76.99	153.98



Sales Quote

Page: 3

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Customer ID 2117
SalesPerson Mike McGee

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
VTX609B	VERTEX SUPER-LED LIGHT BLUE REAR TAILLAMP'S (2) PAIR REQUESTED ON K9 SPEC SHEET 16/17-24/25	Whelen	2	76.99	153.98
TLIR	ION T-SERIES LINEAR SUPER-LED, RED	Whelen	1	79.99	79.99
TLIB	ION T-SERIES LINEAR SUPER-LED, BLUE REAR LIFTGATE CSM - VSG MODEM	Whelen	1	79.99	79.99
IONR	ION SERIES LED LIGHthead- RED	Whelen	1	94.99	94.99
IONB	ION SERIES LED LIGHthead- BLUE	Whelen	1	94.99	94.99
IONBKT8	ION REAR SPOILER MTG BKT (PR) REAR SPOILER	Whelen	1	20.40	20.40
WBI-F28-RC	WINDOW BARS, REAR CARGO AREA	Havis	1	496.03	496.03
C399	CENCOM CORE WCX CONTROL CENTER	Whelen	1	919.00	919.00
C399K4	OBDII CANPORT CABLE KIT FORD W/O OEM OPTION 61B	Whelen	1		
CCTL7	WECAN-X 21 BUTTON/SLIDE CONTROL HEAD	Whelen	1		
CEM16	WeCanX 16 OUTPUT EXPANSION MODULE	Whelen	1	152.40	152.40
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	Whelen	1	193.80	193.80
K9 Equipment					
K9-F28 1 B	HAVIS K9 TRANSPORT SYSTEM -STD 36" BLK 2020 PIU	Havis	1	2,385.49	2,385.49
K9-A-110-B	HEADLINER PROTECTION INSERTS-BLACK 20-22 UTILITY	Havis	1	154.20	154.20
K9-A-103	H2O K9 BOWL	Havis	1	56.03	56.03
HP-5020	K9 HOT-N-POP PRO ** NO WINDOW FAN HAS BEEN QUOTED**	Ace K-9	1	1,259.10	1,259.10
IC-7040	ACE WATCHDOG ** REQUIRES CELL CONTRACT W/ MANF**	Ace K-9	1	809.10	809.10



Sales Quote

Page: 4

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Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 2117
SalesPerson Mike McGee

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
NO WINDOW TINT HAS BEEN REQUESTED					
7721B	MEGA FUSE BLOCK	Blue Sea Systems	1	23.85	23.85
5032B	FUSE BLOCK	Blue Sea Systems	1	66.39	66.39
7615B	TIMER DISCONNECT	Blue Sea Systems	1	126.05	126.05
I	INSTALLATION CHARGES	Labor Items	1	7,166.25	7,166.25
INSTALL	INSTALL MATERIALS	Service Items	1	250.00	250.00
F	Shipping Charges	Service Items	1	595.00	595.00

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
23643.07

Amount Exempt from Sales Tax
595.00

Subtotal: 24,238.07
Total Sales Tax: 2305.20
Total: 26,543.27

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.


FORD INTERCEPTOR POLICE PATROL VEHICLES
Quote # 3618

	PRODUCT #	DESCRIPTION	CAN PROVIDE (Circle)	COMMENTS
Whelen Lightbar - Legacy Duo WCX				
1	EB2DEDE	LEGACY WCX 54" RW/BW/RW/BW	<u>YES</u> / NO	
2	MKAJ105	ADJ LIGHTBAR MOUNT KIT #105; Police Interceptor Utility, Adjustable Leveling Foot / 2020 / Liberty™ II, Legacy®, Freedom® IV 48"-55" and Justice® 56"	<u>YES</u> / NO	
Siren Controller, Speaker, and Options:				
3	C399	CENCOM CORE WCX CONTROL CENTER	<u>YES</u> / NO	
4	C399K4	OBDII CANPORT CABLE KIT FORD	<u>YES</u> / NO	
5	CCTL7	WeCanX 21 BUTTON/SLIDE CTRL HD	<u>YES</u> / NO	
6	CEM16	WeCanX 16 OUTPUT EXPANSION MOD	<u>YES</u> / NO	
7	SA315P	SA315P SPEAKER, BLACK PLASTIC	<u>YES</u> / NO	
8	SAK9	SA315 SIREN MT KIT UNIV SWIVEL	<u>YES</u> / NO	
9	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	<u>YES</u> / NO	
Side Mirror Warning options below if not using Ford Factory 63B				
10	MBFX20	ION MIRROR-BEAM HSGS UTILITY	<u>YES</u> / NO	
11	MBIONVB	MIRROR-BEAM MT ION-V LT BLUE	<u>YES</u> / NO	
12	MBIONVR	MIRROR-BEAM MT ION-V LT RED	<u>YES</u> / NO	
Rear Quarter Panel Window				
13	IONR	ION LIGHT RED	<u>YES</u> / NO	
14	IONB	ION LIGHT BLUE	<u>YES</u> / NO	
15	IONK1B	SWIVEL MOUNT KIT FOR ION BLK	<u>YES</u> / NO	
Rear Warning - Tail light				
16	VTX609R	VERTEX SUPER-LED LIGHT RED; Omni Directional Lighthouse, Red, Blue, Amber or White, 9' Cable	<u>YES</u> / NO	
17	VTX609B	VERTEX SUPER-LED LIGHT BLUE; Omni Directional Lighthouse, Red, Blue, Amber or White, 9' Cable	<u>YES</u> / NO	
Options below if not using Ford Factory 66C - for rear liftgate glass and underside				
Rear Spoiler exterior				
18	IONBKT8	ION REAR SPOILER MTG BKT (PR)	<u>YES</u> / NO	
19	IONR	ION LIGHT RED	<u>YES</u> / NO	
20	IONB	ION LIGHT BLUE	<u>YES</u> / NO	
Rear Liftgate (Underside)				
21	TLIR	ION T-SERIES LINEAR LT RED	<u>YES</u> / NO	
22	TLIB	ION T-SERIES LINEAR LT BLUE	<u>YES</u> / NO	
Additional Whelen Lighting Suggested Items				
Interior Lighting - to be mounted in headliner between the bucket seats				
23	60CREGCS	12V WHT/RED 6" COMPARTMENT LT	<u>YES</u> / NO	
Rear Taillight Housing				
24	VTX609B	VERTEX SUPER-LED LIGHT BLUE	<u>YES</u> / NO	
25	VTX609R	VERTEX SUPER-LED LIGHT RED	<u>YES</u> / NO	

Whelen Cloud Components - Will be provided by Antioch PD

26	VSG	Whelen Vehicle Safety Gateway	YES / NO	Direct From Whelen
27	WCP-Antenna	Whelen Cloud Platform Antenna	YES / NO	Direct From Whelen

Havis VSX console

28	PKG-VSX-1800-INUT	Package - 2020-2021 Ford Interceptor Utility VSX Console with Front Bin, Cup Holder and Fuse Block	YES / NO	
29	C-ARM-109	Armrest for top mount, console, large pad	YES / NO	
30	C-AP-0325-L	3" accessory pocket w/hinged lid & lock, 2.5" deep	YES / NO	
31	C-EBX-WHE-1	VSX Console - Equipment Bracket Kit for Front Tray Siren Light Control - Whelen	YES / NO	
32	C-USB-2	Dual USB charge only ports	YES / NO	

Mounting brackets and filler plates as needed Mounting Solution

33	MD-ARM-0603	Swivel Arm Mount With 6" Base, 3" Extension	YES / NO	
34	C-KBM-202	Havis Rugged Keyboard Mount & Adapter Combination (keyboard not included)	YES / NO	

Hint Dash Mount - per customer request

35	TM-5124-PIU	ON-DASH MOUNT with Double Pivot and G.R.I.P. Tilt/Swivel for Ford POLICE INTERCEPTOR SEDAN / UTILITY	YES / NO	
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Setina Equipment-Gun Lock

36	GK11191B1SSSCA	Dual T-Rail Mount - "Blac-Rac" Tactical Lock and "Small" Shotgun Lock 1 Small 1 1082E Blac-Rac, Trigger Guard and Receiver ***NEW COLD WIRE TECHNOLOGY INCLUDED***SOLD SEPARATELY Momentary Switch, Required if NOT wiring into SmartSiren Controller	YES / NO	
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Front Partition

38	PK0419ITU20TM	#10VS RP C Horizontal Sliding Window Coated Polycarbonate With Expanded Metal Window Security Screen Recessed Panel Partition TM (Tall Man)	YES / NO	
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Rear Prisoner Transport Area

39	QK2121ITU20	Full REPLACEMENT Transport Seat TPO Plastic With SETINA SMARTBELT SYSTEM	YES / NO	
40	DK0100ITU20	Door Panel VS TPO Plastic Black Installs Over OEM Door Panels	YES / NO	
41	WK0514ITU20H	Window Barrier VS Steel Horizontal	YES / NO	
42	QK0491ITU20	Floor Pan TPO Plastic	YES / NO	

Rear Cargo Area

43	PK0123ITU202ND	Cargo Area Rear Partition #12VS Stationary Window Vinyl Coated Expanded Metal *FOR USE WITH: -2nd Row Seat	YES / NO	
44	TK0843ITU20	CARGO BOX LFR- Lift Top, Fixed Box With Electric RFID LockBSN- Base Sliding With No Lock	YES / NO	

Rear Cargo Area - Continued

45	TPA9289	Cargo Radio Tray With No lock TRN	YES / NO	
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Westin Push Bumper - per customer request

46	36-2125	Westin Push Bumper Elite	YES / NO	
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47	36-2125PB ₂	Westin Pit Bar Elite	YES / NO	
Misc Items				
48	MMSU-1	Magnetic Mic	YES / NO	
49	SO-APD	2021 Core AFS Harness	YES / NO	<i>Should suggest Potol Power</i>
50	BS-7721	BS-7721 Blue Sea - Mega Amp Safety Fuse Block - Weatherproof	YES / NO	
51	BS-5032	BLUE SEA St Blade Split Fuse Block	YES / NO	
52	BS-7615B	Blue Sea ATD Automatic Timer Disconnect, 12 VDC, 3/8" Stud (M10), 120A Continuous Rating, 7 Preset Timed Intervals, Three Low Voltage Disconnect Points, OVD: 16.0V @ 5 Sec.	YES / NO	

we would prefer to use Potol Power Harness. its our default harness
 I have quoted and included your spec'd AFS harness as
 requested.

MKM



Sales Quote

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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	ANTIOCH PD 2022 PATROL BID				
	Front End Equipment				
36-2125	ELITE PUSH BUMPER 2020 PIU	Westin	1	474.32	474.32
36-2125PB	Pitt Bar, WESTIN 2020 Utility (requires 36-2125)	Westin	1	495.88	495.88
	OEM - 66A				
NPN	SO-APD // AFS HARNESS	Service Items	1	1,500.00	1,500.00
SA315P	SIREN SPEAKER 100W	Whelen	1	179.99	179.99
SAK9	SPEAKER BRACKET	Whelen	1	27.00	27.00
	Side Equipment				
MBFX20	ION-MIRROR BEAM-PAIR HOUSING UTILITY	Whelen	1	259.20	259.20
MBIONVB	MIRROR-BEAM ION-V LT BLUE	Whelen	1	60.60	60.60
MBIONVR	MIRROR-BEAM ION-V LT RED	Whelen	1	60.60	60.60
	Roof Equipment				
EB2DEDE-LEHR	WHELEN 54" LEGACY BAR WCX	Whelen	1	1,899.00	1,899.00
STPKT105	STRAP KIT UTILITY 2020-	Whelen	1		
	CSM - VSG ANTENNA				
	CSM - RADIO ANTENNA				
	CSM - DOCK ANTENNA				
	Drivers Compartment				



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Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
PKG-VSX-1800-INUT	Package - 2020-2021 Ford Interceptor Utility VSX Console with Front Bin, Cup Holder and Fuse Block	Havis	1	483.19	483.19
C-ARM-109	INTERNAL MOUNT ARMREST-FLIP UP 4"	Havis	1	200.08	200.08
C-AP-0325-L	ACCY BOX 3" W/HINGED LID/LOCK	Havis	1	73.72	73.72
C-EBX-WHE-1	VSX CONSOLE EQUIPMENT BRACKET KIT FOR FRONT TRAY	Havis	1	4.21	4.21
C-USB-2	SIREN LIGHT CONTROL-WHELEN	Havis	1	55.38	55.38
PKG-MD-ARM-0603	DUAL 4.8A USB CHARGE MODULE	Havis	1	216.43	216.43
MMSU-1	PKG,ACTADP,ACSY,VSX,LD,SWGARM,9"l, MAGNETIC MIC KIT	Magnetic Mic	1	29.71	29.71
	CSM - POLICE RADIO				
	CSM - DOCKING STATION				
	CSM - DOCKING POWER SUPPLY				
	CSM - IN CAR VIDEO SYSTEM				
TM-5124-PIU-V2	DASH MNT NO KB	Hint	1	271.44	271.44
C-KBM-202	RUGGED KEYBOARD MNT ADAPTER COMBO	Havis	1	114.64	114.64
60CREGCS	12V WHT/RED 6" COMPARTMENT LT	Whelen	1	134.40	134.40
GK11191B1S	DUAL T-RAIL GUN MT 1 BLAC-RAC LOCK/1 SHOTGUN LOCK	Setina	1	689.25	689.25
	Prisoner Compartment				
PK0419ITU20TM	#10VSC RP COATED POLY PARTITION W/WINDOW SCREEN	Setina	1	786.75	786.75
QK2121ITU20	REPL SEAT SMART BELT W/CENTER PULL SEAT BELT	Setina	1	1,214.25	1,214.25
PK0123ITU202ND	#12VS VINYL COATED EXP METAL REAR PARTITION	Setina	1	434.25	434.25
WK0514ITU12H	WINDOW BARS HORIZONTAL	Setina	1	239.25	239.25
DK0100ITU20	TPO DOOR PANELS BLK, UTIL 2020	Setina	1	231.75	231.75
QK0491ITU20	TPO FLOOR PAN 2020 UTIL	Setina	1	179.25	179.25

Back End Equipment



Sales Quote

Page: 3

661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 36618
Document Date: 6/30/2022
Terms: Net 30
Payment Method:

Sell City of Antioch
To: Carlos Zepeda
1201 West 4th Street
Antioch, CA 94509
Phone:

Ship City of Antioch
To: Carlos Zepeda
1201 West 4th Street
Antioch, CA 94509
Phone:

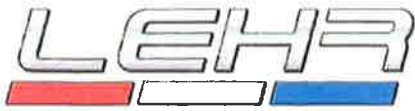
Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 2117
SalesPerson Mike McGee

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
NPN	TK0843ITU20 // CARGO BOX	Service Items	1	1,416.75	1,416.75
TPA9209	CARGO BOX RADIO TRAY	Setina	1	292.49	292.49
IONR	ION SERIES LED LIGHthead- RED	Whelen	1	94.99	94.99
IONB	ION SERIES LED LIGHthead- BLUE	Whelen	1	94.99	94.99
IONK1B	ION SWIVEL MNT	Whelen	1	22.80	22.80
	REAR QUARTER GLASS				
VTX609R	VERTEX SUPER-LED LIGHT RED	Whelen	2	76.99	153.98
VTX609B	VERTEX SUPER-LED LIGHT BLUE	Whelen	2	76.99	153.98
	REAR TAILLAMPS				
	2 PAIR REQUESTED 16/17-24/25				
TLIR	ION T-SERIES LINEAR SUPER-LED, RED	Whelen	1	79.99	79.99
TLIB	ION T-SERIES LINEAR SUPER-LED, BLUE	Whelen	1	79.99	79.99
	REAR LIFTGATE				
	CSM - VSG MODEM				
IONR	ION SERIES LED LIGHthead- RED	Whelen	1	94.99	94.99
IONB	ION SERIES LED LIGHthead- BLUE	Whelen	1	94.99	94.99
IONBKT8	ION REAR SPOILER MTG BKT (PR)	Whelen	1	20.40	20.40
	REAR SPOILER				
WBI-F28-RC	WINDOW BARS, REAR CARGO AREA	Havis	1	496.03	496.03
C399	CENCOM CORE WCX CONTROL CENTER	Whelen	1	919.00	919.00
C399K4	OBDII CANPORT CABLE KIT FORD W/O OEM OPTION 61B	Whelen	1		
CCTL7	WECAN-X 21 BUTTON/SLIDE CONTROL HEAD	Whelen	1		
CEM16	WeCanX 16 OUTPUT EXPANSION MODULE	Whelen	1	152.40	152.40
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	Whelen	1	193.80	193.80
7721B	MEGA FUSE BLOCK	Blue Sea Systems	1	23.85	23.85



Sales Quote

Page: 4

661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 36618
Document Date: 6/30/2022
Terms: Net 30
Payment Method:

Sell City of Antioch
To: Carlos Zepeda
1201 West 4Th Street
Antioch, CA 94509
Phone:

Ship City of Antioch
To: Carlos Zepeda
1201 West 4Th Street
Antioch, CA 94509
Phone:

Ship Via Installation at Lehr
Tax Ident. Type Legal Entity

Customer ID 2117
SalesPerson Mike McGee

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
5032B	FUSE BLOCK	Blue Sea Systems	1	66.39	66.39
7615B	TIMER DISCONNECT	Blue Sea Systems	1	126.05	126.05
I	INSTALLATION CHARGES	Labor Items	1	6,641.25	6,641.25
INSTALL	INSTALL MATERIALS	Service Items	1	250.00	250.00
F	Shipping Charges	Service Items	1	250.00	250.00

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax

21783.65

Amount Exempt from Sales Tax

250.00

Subtotal: 22,033.65

Total Sales Tax: 2123.91

Total: 24,157.56

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

CITY OF ANTIOCH
POLICE VEHICLE PFITTING
PROPOSAL No. 070-0713-22A

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

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

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

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

Company Name Stommel Inc. dba LEHR Pittsburg

Contact Name Mike McAule

Title Territory Sales Manager

Address 661 Garcia Ave

City/State/Zip Pittsburg CA 94565

Telephone (925) 370-2144 FAX N/A

Email Address mcaule@LEHRauto.com

Contractor's License No. _____ Exp. Date _____

City of Antioch Business License No. 30105104 Exp. Date 6-30-22 *in Renewal Process*

Signature [Signature] Date 7-8-2022

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

DELIVER PROPOSAL SUBMITTAL TO:

CITY OF ANTIOCH, DEPARTMENT OF PUBLIC WORKS
PROPOSAL NO. 070-0713-22A
1201 W 4th STREET,
Antioch, CA 94509

NON-COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH
POLICE VEHICLE UPFITTING
PROPOSAL No. 070-0713-22A

The Proposer, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME Mike McCreSIGNATURE MMTITLE Territory Sales Manager

Subscribed and sworn to before me by:

This _____ day of _____, 20____

Notary Public

Jurat Certificate Attached

CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

Subscribed and ~~sworn~~ to (or affirmed) before me on this 29 day of

June, 2022, by _____

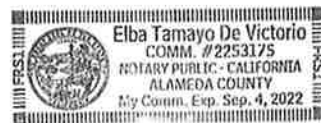
Michael Mcgee

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____



(Seal)



IV. RESPONSE TO QUESTIONS**Upfitting Ford Police Interceptors**

RFQ 070-0713-22A

50 points

On Additional Pages, please provide a brief narrative entitled, "Response to Questions for Upfitting Ford Police Interceptors RFP 070-0713-22A" answering the questions in Sections 1 through 4 below. (Please include your company's complete legal name and initials on each page)

Do not provide marketing materials in place of the requested narrative which answers the specific questions below. Up to 20 pages of marketing materials may be provided in addition to the requested narrative, but you cannot replace the requested narrative.

Section 1: Previous Experience in providing a superior level of service upfitting Police Vehicles for Government Agencies (Up to 20 Points).

1. How many years has your organization been in business upfitting Police Vehicles?
2. Describe your previous experience providing upfitting services to like-sized, City of Antioch, public agencies.
3. Describe the different types of emergency Police vehicles your company has upfitted.
4. Describe management personnel's experience with accounts of similar size and scope, company structure, and number of staff that would be assigned to a possible contract with the City of Antioch.
5. State all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous upfitting contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: References: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients. (Up to 10 points)

1. List three (3) like-sized Government agencies that you have provided Police vehicle upfitting services to within the last three (3) years. Provide the following information for each contact:
 - a. Customer Name
 - b. Customer Contact Name
 - c. Phone Number
 - d. E-Mail Address
 - e. Number of years your firm has provided Police vehicle upfitting services to this Government agency.

Section 3: Qualifications of Staff to be assigned to provide Police vehicle upfitting services to the City of Antioch. (Up to 10 points)

1. Attach an organizational chart for your company, or the local office that would service this contract.
2. List the following:
 - a. Total number of staff assigned to City of Antioch.
 - b. Names and qualifications of key staff including years in the industry and with your firm.
 - c. Number of new hires in the last six months.
3. Briefly describe your employee training program and requirements.

Section 4: Estimated time to complete upfitting, Quality Control plan and Customer service. (Up to 10 points)

1. Please provide a time estimate of the number of days needed for your company to upfit and Deliver to the City of Antioch eight (8) Patrol cars, three (3) K9 cars according to the specifications described in this RFQ.
2. Describe your existing customer service program, how you would monitor customer satisfaction and how will complaints be resolved. Describe your plan for quality control.
3. Please state your warranty guarantee on all parts and labor for all vehicles upfitted.
4. Please state that you agree to the City of Antioch Maintenance Service Agreement (Exhibit B) and Insurance Requirements.

RESPONSES TO QUESTIONS MUST BE INCLUDED WHEN
SUBMITTING PROPOSAL

(Attach your answers behind Section IV "Response to Questions" of your Official Bid Submittal. Company Name and Address MUST be on each additional page.) Answers to be legible, typed preferred and no more than 12pt font.



Stommel Inc. dba. LEHR

Response to Questions for Upfitting Ford Police Interceptors RFP 070-0713-22A

Section 1:

1. 30+ years
2. LEHR Pittsburg has successfully quoted, built, and maintained Fleets not only similar size to Antioch Police Department, but also Antioch Police Department in the past.
3. LEHR works with each Agencies Unique needs, but are well versed in Standard Patrol Builds, Slick Top Builds, Detective Builds, CSO Builds, Administrative Builds, Undercover, K9 Patrol Builds, and Prisoner Transport Vans. In all types of OEM Platform I.C.E , E.V. , and Hybrid.
4. LEHR Pittsburg would be the City of Antioch's local install shop. Less than a 6 mile drive away located at 661 Garcia, Pittsburg CA 94565. We have (2) Full Time Office Personnel, (9) Full Time Technicians, (1) Full Time Shop Manager with 25+ Years' Experience in the industry as well as myself also with 25+ Years Industry Experience in Shop Install, Sales, Technology Sales. Assignment of Technicians would be based on actual workload and existing contracts in house.
5. None

Section 2:

1. Pittsburg Police Department
Greg Justice or Eric Severe
(925) 252-4035
gjustice@ci.pittsburg.ca.us
10+ Years
2. BART Police Department
Francis Cheung
(510) 464-7072
fcheung@bart.gov
10+ Years
3. Concord Police Department
James Nakayama
(925) 671-3260
James.nakayama@cityofconcord.org
10+ Years

MKM

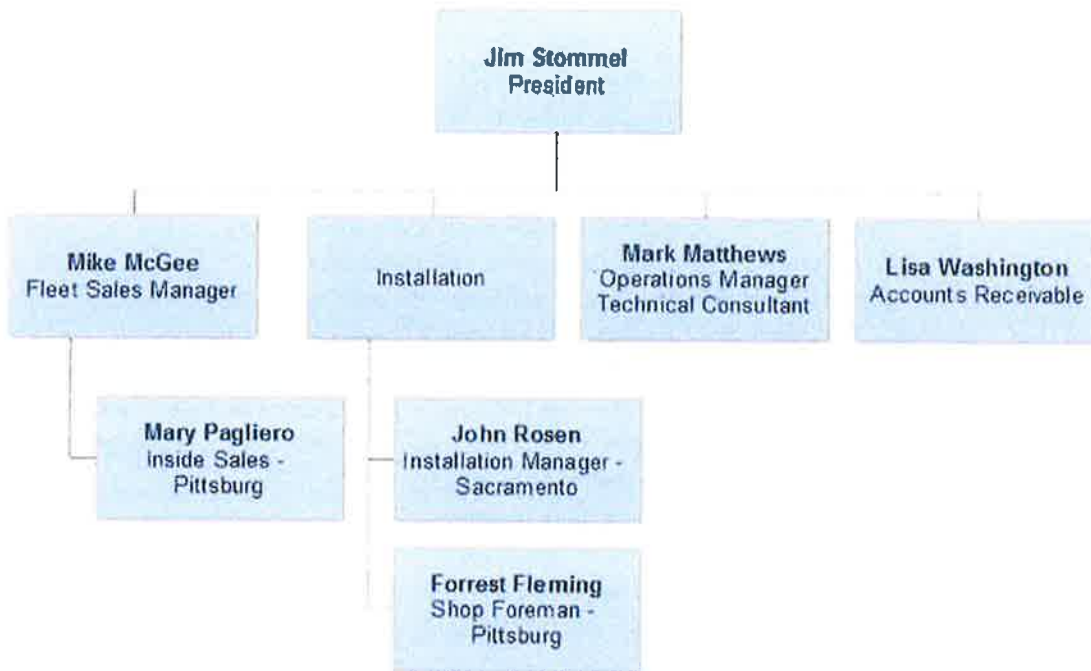


Stommel Inc. dba. LEHR

Response to Questions for Upfitting Ford Police Interceptors RFP 070-0713-22A

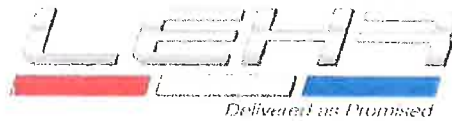
Section 3:

1. Organizational Chart Attached:



Primary Point of Contact Mr. Mike McGee Fleet/Tech Sales Manager mmcgee@lehrauto.com Phone 925-303-9513	Corporate Executive Mr. Jim Stommel President jim@lehrauto.com Phone 916-646-6676
Installation Services - Pittsburg Mr. Forrest Fleming Installation Manager forrest@pursuitnorth.com Phone 925-370-2144	Customer Support - Pittsburg Mrs. Mary Pagliero Office Manager mary@pursuitnorth.com Phone 925-370-2144
Customer Support - Pittsburg Mrs. Kim Buckman Office Manager kim@pursuitnorth.com Phone 916-646-6640	Accounts Receivable Ms. Lisa Washington AR Manager Lisa@lehrauto.com Phone 916-569-8508

MKM



Stommel Inc. dba. LEHR

Response to Questions for Upfitting Ford Police Interceptors RFP 070-0713-22A

Section 3:

2. a. Staff assigned to Antioch would be based upon current workload @ date/time – existing contracts – equipment arrival and vehicle delivery from Ford. Estimated 1-3 Techs.

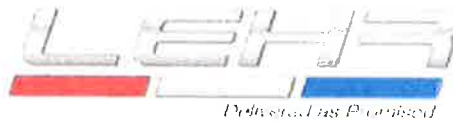
b. Romero – EVI Certified – 10+ years' Experience – 10 years with LEHR
Manny – EVI Certified – 10+ years' Experience – 10 years with LEHR
Junior – EVI Certified – 15+ years' Experience – 10 years with LEHR
Eric – EVI Certified – 15+ years' Experience – 10+ years with LEHR
Ryan – EVI Certified – 5+ years' Experience – 5+ years with LEHR
Michael – EVI Certified – 3+ years' Experience – 3+ years with LEHR
Adrian – EVI Certified – 2.5 years' Experience – 2.5 years with LEHR
Forrest Fleming Shop Manager 25+ Years in Industry (Sales – Service – Installation)
Mike McGee – Territory Manager 25+ Years in Industry (Sales – Service – Installation)

c. Dillon – New Hire – Shop - Less than 6 months OTJ
Hunter – New Hire – Shop – Less than 6 months OTJ
3. All LEHR Shop Personnel upon completion of Application, Drug Screen, Background, DMV Checks are interviewed and offered position. We currently have all shop personnel as Full Time w/Benefits. Our employees are our successes. For the first 6-9 months any entry level employee is partnered with a seasoned technician with guidance and instruction from the shop manager to learn the intricacies of the jobs, there are many. A new employee may not even build a vehicle by themselves within the 1st year of employment. They are trained and tested daily, weekly, monthly. We also attend annual trainings when offered by Manufacturers to stay atop of the constant changing vehicles, electrical, and hardware installation.

Section 4:

1. Based on your current list of equipment for a "Patrol Unit" and/or "K9 Unit" we would estimate 5-7 business days per scheduled vehicle. We are unable to state a total number of days currently as there are many factors between any award of bid, customer provided equipment, newly ordered/purchased equipment timeline, Ford manufacturing/delivery dates and workload.
2. In regards to customer service, satisfaction or complaints. Upon award of any contract

MKM



Stommel Inc. dba. LEHR

Response to Questions for Upfitting Ford Police Interceptors RFP 070-0713-22A

LEHR would sit down with the City of Antioch and go over each vehicle, specifications, expectations, timelines to ensure we all have the best understanding at the time for the contract. This should alleviate many concerns up front. During the contract the City of Antioch will have the ability to speak directly to any of the LEHR Pittsburg Office staff listed to address questions/concerns or fulfillment of orders. LEHR Pittsburg has an open door policy. Should a complaint arrive, we would look to resolve in the best time/manner possible.

Quality Control – before any vehicle is deemed complete, a technician is required to go over the installation and perform checks based on an internal document. Upon completion of such, the Technician then contacts their Supervisor who performs a 2nd check and go over the vehicle with the Technician. Once completed the vehicle is deemed ready for Invoice.

3. LEHR Warranty Statement has been included.
4. We Agree to the City of Antioch Maintenance Service Agreement and Insurance Requirements.

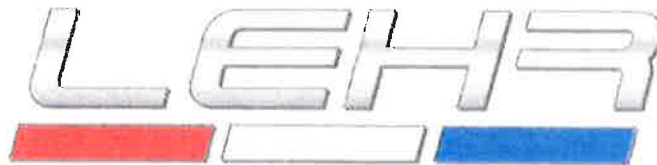


Warranty Statement

Lehr hereby guarantees all installation, wiring, and fabrication for the period of one year from the customer's receipt of their vehicle. All warranty work is to be completed at Lehr's facility, exceptions to this requirement will be made on a case-by-case basis.

Should a product that we installed fail within our warranty period, Lehr will provide the labor to remove and re-install the product. All warranty of the product will be by the manufacturer as described in the warranty statement for the defective product. Lehr will help facilitate return of the product to the manufacturer for repair/exchange at the manufacturer's discretion. We will not necessarily replace the product at the time of the repair.

During our installation, we will work with the customer to pre-wire the vehicle for subsequent installation by an outside vendor, i.e.: radio vendor, LoJack installer. Should our installation be modified by the outside vendor, Lehr reserves the right to void our warranty at our discretion based upon the extent of the modification.



Delivered as Promised

LEHR is a Value Added Solutions Provider specializing in emergency vehicle equipment for public safety and private security markets. Lehr Auto Electric was formed in 1945 as an automotive electrical repair facility. In the early 1990's, Lehr was approached by many municipal customers seeking a viable supplier for emergency lighting and equipment. In 2005, Lehr was purchased by Stommel Inc, Jim Stommel, who brought over 25 years of automotive accessory experience to the business. Since that time, Lehr has purchased Pursuit North in Pittsburg, CA, opened a facility in Anaheim, CA, and most recently purchased Auto Additions in Salem, OR in February 2013 expanding to 4 locations supporting our customer across the West Coast.

Our mission is to be one of the dominant players in this highly specialized market. Fulfillment of this mission clearly requires many core product lines, and Lehr has developed relationships with the largest manufacturers in the industry to meet our customers demands. Some of our biggest product lines include: Whelen and Code 3 for Emergency lighting and sirens, Gamber Johnson, Havis, and Troy Products for equipment mounting consoles and computer mounts, Setina and Go Rhino for prisoner partitions and pushbumpers. Not to mention our technology partners Panasonic for rugged computing products, Sierra Wireless and Cradlepoint for mobile connectivity, and Vigilant Solutions for license plate recognition. Lehr has cultivated a knowledgeable and competent sales and technical staff, and the services and support systems to make it all work.

LEHR employs some of the most talented individuals with skill sets to equip vehicles to the highest standards that our customers deserve. All of our personnel are well trained as they go through a rigorous set of training programs and mentoring to ensure we maintain our quality of workmanship. The services we provide encompass the complete design from bumper to bumper. Providing expertise in lighting and hardware requirements and configuration, scheduling and project deployment.

Our value proposition is very straight forward. We service one market. We provide the best brands of products with the reputations and expertise in their fields. We offer the complete solution from pre-deployment to deployment to post-deployment. We truly are experts in Emergency Vehicle Equipment. Project Management is a key component in our offering and is done at the corporate level with in field implementation. This value proposition differentiates us from our competition and usually makes us the vendor of choice.

LEHR will provide the necessary assets to maintain a strong and dominant company who operates to very high standards with respect to our employees, our products, and the communities in which we reside.



POLICE VEHICLE UPFITTING: FORD UTILITY INTERCEPTORS RFP No. 070-0713-22A

Response to Questions Dated June 29th, 2022

Reminder – RFP's are due July 13th, 2022 at 2:30 pm at 1201 W 4th St – Maintenance Yard/Public Works, Antioch, CA 94509.

Response to Questions:

1. Question - Section dd. Prevailing Wage – this section is highlighted, but we do not have a DIR#, nor do I believe it is applicable to our industry. "shall be required DIR# be written on sealed bid, if not stated submitted bid package will not be reviewed." Is this applicable?

Answer - Prevailing wage is required, however a DIR Number will not be required.

2. Question – Police Vehicles have many OEM Options available – I did not see any list of OEM Ordered Equipment, is this correct? Example, Ford OEM Option 66A, 66B, 63B, 86T, etc. Can you please provide as these would all tie into labor/time.

Answer – Please see attached vehicle order specification sheets. Vehicles will come from the factory with the items listed.

3. Question – What additional equipment will the City of Antioch PD be providing for installation that is Not listed on this bid document? (Answers in blue)

Police Radio? – Yes

Computer? – No

Computer Dock? – Yes

Modem? (VSG was listed is there modem for PD CPU or ICV) – Yes

In Car Video System? – Yes

4. Question - Has the City of Antioch already purchased these vehicles? Looking on the RFP website, I don't see any open or recently closed bids for vehicles. What is your expected timeframe to order and/or receive vehicles?

Answer – The Vehicles were purchased in May 2022 through a Sourcewell Cooperative Purchasing agreement. The current expected time of delivery from the dealer for all eleven (11) vehicles is September/October 2022.

This addendum must be included with your bid:

Company Name Stommel Inc. dba. LEHR

Date Received 6/29/2022

Signature

Michael M. O'Neil

Name

Michael M'One

Title

Territory Sales Manager

ATTACHMENT "C"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **13th** day of **September, 2022** ("**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 **Stommel, Inc. dba LEHR**, a **Corporation** with its principal place of business at **661 Garcia Ave, Pittsburg, CA 94565** ("**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 **Police Vehicle Upfitting** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Police Vehicle Upfitting RFP 070-0713-22A** 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 **Police Vehicle Upfitting** 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, 2025** with the option to extend an additional two (2) years, unless earlier terminated as provided herein. The City reserves

ATTACHMENT "C"

the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

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

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

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

3.2.4 City's Representative. The City hereby designates **Carlos Zepeda**, 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 **Mike McGee**, 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

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

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

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

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

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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.

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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

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

3.2.13 Bonds.

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

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

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

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

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make

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transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Seventy Two Thousand Eight Hundred Ninety Dollars and Twenty Nine Cents (\$272,890.29)** for the first year. On July 1st of each of the following four years, the cost for each vehicle build: Patrol, K9, and Administration/Investigation shall increase by the percentage increase of the Consumer Price Index, All Urban Consumer Index (CPI-U) for the San Francisco Bay Area for the previous year as published in April of the current contract year by the Bureau of Labor Statistics (BLS). Any additional increase is not approved without written approval of City's **Finance Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 California Labor Code Requirements

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

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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

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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:

**Attn: Mike McGee
Stommel Inc. dba LEHR
661 Garcia Ave
Pittsburg, CA 94565**

City:

**Carlos Zepeda
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007**

City:

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

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

3.5.2 Indemnification.

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

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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

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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.

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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.

ATTACHMENT "C"

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]

ATTACHMENT "C"

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND STOMMEL INC. DBA LEHR**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **13th** day of **September, 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

STOMMEL, INC. DBA LEHR

Signature

Name

Title

EXHIBIT "A"

SCOPE OF SERVICES

REFER TO PROPOSAL ATTACHED

EXHIBIT "B"

SCHEDULE OF SERVICES

Values Following the First Year (22/23) are estimated based on a 3% CPI Increase and can be adjusted per actual CPI at time of contract.

PD Upfitting

Price Increase per Year per Vehicle CPI 3%			
	K9	Patrol	Admin/Investigation
FY 22/23	\$ 26,543.27	\$ 24,157.56	\$ 4,397.50
FY 23/24	\$ 27,339.57	\$ 24,882.29	\$ 4,529.43
FY 24/25	\$ 28,159.76	\$ 25,628.76	\$ 4,665.31
FY 25/26	\$ 29,004.55	\$ 26,397.62	\$ 4,805.27
FY 26/27	\$ 29,874.68	\$ 27,189.55	\$ 4,949.42

5 Year Replacement Schedule							
	K9	Units	Patrol	Units	Admin/Investigation	Units	Total
FY 22/23	\$ 26,543.27	3	\$ 24,157.56	8	\$ 4,397.50	0	\$ 272,890.29
FY 23/24	\$ 27,339.57	2	\$ 24,882.29	6	\$ 4,529.43	2	\$ 213,031.71
FY 24/25	\$ 28,159.76	0	\$ 25,628.76	7	\$ 4,665.31	3	\$ 193,397.21
FY 25/26	\$ 29,004.55	0	\$ 26,397.62	8	\$ 4,805.27	3	\$ 225,596.75
FY 26/27	\$ 29,874.68	1	\$ 27,189.55	5	\$ 4,949.42	4	\$ 185,620.12

5yr Total	\$ 1,090,536.07
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EXHIBIT "C"
COMPENSATION

REFER TO PROPOSAL ATTACHED

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ____ Bid Bond
- ____ Performance Bond
- ____ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

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

___ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X___ 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 "D"

PD Upfitting

Price Increase per Year per Vehicle CPI 3%			
	K9	Patrol	Admin/Investigation
FY 22/23	\$ 26,543.27	\$ 24,157.56	\$ 4,397.50
FY 23/24	\$ 27,339.57	\$ 24,882.29	\$ 4,529.43
FY 24/25	\$ 28,159.76	\$ 25,628.76	\$ 4,665.31
FY 25/26	\$ 29,004.55	\$ 26,397.62	\$ 4,805.27
FY 26/27	\$ 29,874.68	\$ 27,189.55	\$ 4,949.42

5 Year Replacement Schedule							
	K9	Units	Patrol	Units	Admin/Investigation	Units	Total
FY 22/23	\$ 26,543.27	3	\$ 24,157.56	8	\$ 4,397.50	0	\$ 272,890.29
FY 23/24	\$ 27,339.57	2	\$ 24,882.29	6	\$ 4,529.43	2	\$ 213,031.71
FY 24/25	\$ 28,159.76	0	\$ 25,628.76	7	\$ 4,665.31	3	\$ 193,397.21
FY 25/26	\$ 29,004.55	0	\$ 26,397.62	8	\$ 4,805.27	3	\$ 225,596.75
FY 26/27	\$ 29,874.68	1	\$ 27,189.55	5	\$ 4,949.42	4	\$ 185,620.12

5yr Total	\$ 1,090,536.07
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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

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

SUBJECT: Approval of Purchase of Eight (8) 2023 Ford Hybrid Police Vehicles Utilizing the Sourcewell Cooperative Purchasing Contract No. 091521-NAF with National Auto Fleet Group

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving the purchase of Eight (8) 2023 Ford Hybrid Police vehicles from National Auto Fleet Group for an amount not to exceed \$444,257.40; and
2. Authorizing the City Manager to execute the purchase of eight (8) Ford Hybrid Police vehicles utilizing Sourcewell Cooperative Purchasing Contract No. 091521-NAF with National Auto Fleet Group.

FISCAL IMPACT

Funding for eight (8) replacement hybrid police vehicles is included in the adopted fiscal year 2022/23 budget within the Vehicle Replacement Fund and the General Fund Police Equipment Budget. Replaced vehicles will be sold at auction and revenue from the sales will be returned to the Vehicle Replacement Fund.

DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and which divisions have new operational needs. The Fleet Division explored the purchase of alternative fuel options such as all electric Patrol and K9 police vehicles but did not find any available options at this time that would meet the safety and performance standards for use as Patrol and K9 units. Due to the urgent need to replace certain vehicles which are at or exceed their expected useful life, City staff recommends purchasing eight (8) 2023 Ford Hybrid engine models for the Patrol and K9 units. City staff will pursue purchasing all electric police vehicles that can perform to the safety and performance standards needed to ensure officer safety as they become available.

X

Agenda Item #

Once replacement and operational needs were identified for the Police Department, the City obtained quotes for the purchase of eight (8) 2023 Ford Hybrid Police vehicles from National Auto Fleet Group. This recommended purchase replaces six (6) gas Police patrol vehicles, and two (2) gas K9 Vehicles at or beyond their useful life as follows:

Vehicles to be Replaced

Replacement Vehicle Purchases

Veh. #	Year	Make	Model	Type		Year	Make	Hybrid Model	Type
1328	2011	Ford	Crown Victoria	Patrol		2023	Ford	Utility Interceptor	Patrol
1330	2011	Ford	Crown Victoria	K9		2023	Ford	Utility Interceptor	K9
1335	2011	Ford	Crown Victoria	Patrol		2023	Ford	Utility Interceptor	Patrol
1349	2011	Ford	Crown Victoria	Patrol		2023	Ford	Utility Interceptor	Patrol
1353	2011	Ford	Crown Victoria	Patrol		2023	Ford	Utility Interceptor	Patrol
1362	2014	Chevy	Tahoe	Patrol		2023	Ford	Utility Interceptor	Patrol
1368	2016	Ford	Interceptor	K9		2023	Ford	Utility Interceptor	K9
1375	2016	Chevy	Caprice	Patrol		2023	Ford	Utility Interceptor	Patrol

National Auto Fleet Group holds a Sourcewell Contract for Enforcement Vehicles and Police Pursuit Utility vehicles. The City can utilize cooperative purchasing and dispense with bidding procedures for the purchases of goods and services under its Municipal Code Section 3-4.12 (C) (1) and (2) which authorizes the use of Cooperative Purchasing Agreements.

ATTACHMENT

- A. Resolution
- B. Sourcewell Quotes

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE PURCHASE OF EIGHT (8) 2023 FORD HYBRID POLICE
VEHICLES AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE
VEHICLES FROM NATIONAL AUTO FLEET GROUP UTILIZING SOURCEWELL
COOPERATIVE PURCHASING CONTRACT NO. 091521-NAF FOR AN AMOUNT
NOT TO EXCEED \$444,257.40.**

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

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

WHEREAS, the City of Antioch received a quote from National Auto Fleet Group, a Sourcewell cooperative purchasing vendor with fair pricing for government agencies; and

WHEREAS, by utilizing Sourcewell Cooperative Purchasing Contract No. 091521-NAF, the City will be guaranteed a significant cost savings while maintaining the principles of fair and open competition in public procurement.

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

- 1) Approves the purchase of Eight (8) 2023 Ford Hybrid Police vehicles from National Auto Fleet Group for an amount not to exceed \$444,257.40; and
- 2) Authorizes the City Manager or designee to execute the Sourcewell Cooperative Purchasing Contract No. 091521-NAF with National Auto Fleet Group for the purchase of the eight (8) 2023 Ford Hybrid police vehicles.

* * * * *

RESOLUTION NO. 2022/**

September 13, 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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"



National Auto Fleet Group

A Division of Chevrolet of Watsonville
480 Auto Center Drive, Watsonville, CA 95078
(855) 289-8572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/7/2022

Quote ID: 32790

Order Cut Off Date: TBA

Carlos Zepeda
City of Antioch
Public Works
1201 West Fourth St
Antioch, California, 94509

Dear Carlos Zepeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Six (6) New/Unused (2023 Ford Police Interceptor Utility (K8A) AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (6)	Total Savings
Contract Price	\$57,010.00	\$55,022.98	3.485 %	\$330,137.88	\$11,922.12
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$9.75		\$58.50	
Total		\$55,032.73		\$330,196.38	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Farnham
Account Manager
Email: jimf@watsonvillefleetgroup.com
Office: (925) 408-8736
Fax: (831) 480-8497



GMC



National Auto Fleet Group

A Division of Chevrolet of Watsonville
480 Auto Center Drive, Watsonville, CA 95076
(855) 289-8572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/7/2022

Quote ID: **32791**

Order Cut Off Date: **TBA**

Carlos Zepeda
City of Antioch
Public Works

1201 West Fourth St
Antioch, California, 94509

Dear Carlos Zepeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2023 Ford Police Interceptor Utility (K8A) AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$59,115.00	\$57,020.76	3.543 %	\$114,041.52	\$4,188.48
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$9.75		\$19.50	
Total		\$57,030.51		\$114,061.02	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Farnham
Account Manager
Email: jimf@watsonvillefleetgroup.com
Office: (925) 408-8736
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Joe Vigil, Police Lieutenant

APPROVED BY: Steven Ford, Interim Chief of Police *Stef Ford*

SUBJECT: Critical Incident Stress Management & Wellness Contract

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a one-year sole source contract with Public Safety Family Counseling Group, INC. to provide critical incident stress management and facilitate the emotional wellness roof of Police Department personnel from July 1, 2022, to June 30, 2023, and authorizing the City Manager to execute an agreement with Public Safety Family Counseling Group, INC., not to exceed \$75,000 for a period of one year with an option to extend.

FISCAL IMPACT

The cost for one year of service is \$75,000 and was initially budgeted for an estimate of \$49,995 in the Police Department's fiscal year 22/23 budget. It is anticipated that vacancy savings will cover the cost increase over the budgeted amount.

DISCUSSION

The Antioch Police Department has been utilizing the services of Public Safety Family Counseling Group, INC., for several years. Public Safety Family Counseling Group, INC. provides ongoing support, training, and oversight to the Antioch Police Department Peer Support and Wellness team. They also provide the Police Department with Critical Incident Stress Management programs and facilitate the emotional wellness of City personnel 24 hours per day, seven days a week.

Through their various services, Public Safety Family Counseling Group, INC. provides counseling and relationship services to employees in a variety of areas. They are available to members of the Antioch Police Department day or night, in person, or via telephone. Additionally, Public Safety Family Counseling Group, INC, provides department-wide training to all employees in mental health, resiliency, and how to cope with a variety of issues an individual encounters in this line of work. Public Safety Family

Y

Agenda Item #

Counseling Group, INC. works with the Department's Peer and Wellness Team, as well as supervisors, on developing policies and procedures for incidents in the workplace as well as giving them the knowledge on how to counsel peers and make recommendations on different areas of wellness.

The one-year contract would cover all their services as well as 24/7 availability for Officers relating to personal and department critical incidents.

Public Safety Family Counseling Group, INC. is the only organization in geographic proximity to the city of Antioch that offers these services with an immediate response for critical incidents. As a result, City Council's approval is requested per sole source provisions of the City of Antioch Municipal Code.

ATTACHMENTS

A. Resolution

Exhibit A – Scope of Services and Compensation

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A ONE-YEAR CONTRACT WITH PUBLIC SAFETY FAMILY
COUNSELING GROUP, INC. TO PROVIDE SERVICES FROM JULY 1, 2022 TO
JUNE 30, 2023, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH PUBLIC SAFETY FAMILY COUNSELING GROUP, INC. NOT TO
EXCEED \$75,000 OVER A ONE-YEAR PERIOD WITH AN OPTION TO EXTEND**

WHEREAS, Public Safety Family Counseling Group, INC. has provided the City of Antioch, Police Department with Critical Incident Stress Management and Wellness services for several years; and

WHEREAS, the City of Antioch Police Department desires to continue using the services of the Public Safety Family Counseling Group, INC.; and

WHEREAS, the continued use of Public Safety Family Counseling Group, INC.'s services will enhance Officer wellness and manage incidents in a constructive and effective manner; and

WHEREAS, Public Safety Family Counseling Group, INC.'s services are unique in the field and they are the only organization within reasonable proximity to Antioch; and

WHEREAS, due to the unique nature of the services provided and proximity to Antioch, it is requested to approve the agreement under sole source provisions within the City of Antioch's purchasing ordinance in the Antioch Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, the City Council of the City of Antioch hereby approves a one-year agreement with Public Safety Family Counseling Group, INC., under sole source provisions, to provide services from July 1, 2022 to June 30, 2023, with an option to extend, and authorizing the City Manager to execute an agreement with Public Safety Family Counseling Group, INC. not to exceed \$75,000 over a one-year period 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 13th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Public Safety Family Counseling Group, INC. (Consultant)

Exhibit A – Scope of Services and Compensation

SCOPE OF SERVICES

The primary purpose of this service contract is the ongoing support, training, and oversight of the Antioch Police Department (City) peer support team, Critical Incident Stress Management (CISM) programs, and facilitation of the emotional wellness of City personnel while providing 24/7/365 response and support services to City and its employees.

SERVICES

1. 24/7 On-Call/Standby Availability
 - 1.1. Consultant will be available 24 hours a day, 7 days a week for Crisis Response and Stabilization Services for City and City's personnel.
2. Unlimited Crisis Response and Stabilization services. Such services may include, but are not limited to critical incident stress debriefings, crisis management briefings, on-site response, crisis intervention, and in person consultation as necessary following extraordinary events encountered by City's personnel or impacting the performance of City personnel's duties. Crisis Response and Stabilization services also include Consultant's expert response to and intervention with personnel experiencing a suicidal crisis.
 - 2.1. Crisis Response and Stabilization Services may be rendered at City's offices, in the field, at Consultant's offices, virtually, or any other location as deemed necessary and approved by Consultant.
 - 2.2. In the event that Consultant is requested to respond to an active scene or incident, City personnel shall accompany Consultant when requested.
 - 2.3. In the event of a catastrophic incident, loss of life, significant injury to personnel, or other major incident, Critical Incident Stress Management services will be extended to spouses and significant others of City personnel.
3. Individual Crisis Stabilization and Counseling Services
 - 3.1. Consultant will provide Individual Crisis Stabilization and Counseling Services as requested for City personnel, including 24/7 availability as needed.
 - 3.2. Consultant will provide first responder specialized support and individual crisis intervention and, as necessary, appropriate professional referrals to City's employee assistance program or other suitable venue as necessary subject to the terms of 3.2.2 below.
 - 3.2.1. Individual crisis intervention is defined as up to fifty-two (52) one-hour, one-on-one crisis intervention sessions per year without the need for referral or authorization from City. Such sessions may be provided either in-person at Consultant's offices or virtually.

- 3.2.2. Referrals to third party services such as employee assistance programs, outside wellness training, or recovery/treatment retreats are not covered under this Agreement and are subject to other agreements between City and the third-party provider.
- 3.2.3. Additional Individual Crisis Intervention and Stabilization services may be rendered on a case-by-case basis as requested by City and approved by Consultant.
- 3.3. Consultant will provide up to five (5) individual transition specialized sessions for retired personnel or personnel approaching retirement in order to help with the adjustment from active to retired status.
- 3.4. Consultant will provide up to five (5) individual sessions for employees placed on administrative leave in order to facilitate healthy coping and transition through any related process. Sessions will specifically focus on preparing personnel to return to duty following administrative leave or, where warranted, their transition out of the Department.
- 3.5. Consultant will provide one (1) session for any new hire and their spouse or significant other while the employee is in a POST Basic Academy in order to facilitate resiliency and successful completion of their training. This session should occur either just prior to or within the first two weeks of starting the academy. One (1) additional session may be offered to the new employee when entering the Field Training Program.
- 4. Workers Compensation
 - 4.1. While Consultant does not accept Workers Compensation cases, Consultant will provide up to five (5) individual sessions for injured personnel with the specific goal of navigating the stress and transition of the Workers Compensation process. The Consultant shall not treat, diagnose, or otherwise engage or interfere in any part of the formal Workers Compensation process, treatment, or legal process. Consultant shall not provide reports of these sessions to the City or any other party without a properly executed release, legal mandate, or court order.
- 5. Marriage and Relationship Services
 - 5.1. Consultant will provide an initial package of Gottman Method Relationship Assessment and Treatment Resources to City Personnel as requested. City employees are limited to one (1) utilization of this package due to the restrictions placed by the Gottman Institute. The initial package will include the following resources.
 - 5.1.1. An Introductory phone call or virtual orientation
 - 5.1.2. Gottman testing and fees paid by Consultant
 - 5.1.3. Review and analysis of the testing with an initial treatment plan recommendation.
 - 5.1.4. Test results and interpretation copies provided to the couple.
 - 5.1.5. One (1) individual session for each member of the couple.
 - 5.1.6. One (1) combined session for the couple to discuss the test, issues at hand, and the treatment plan recommendations.

5.1.7.A review and discussion of available outside resources such as other providers, online or in person seminars, etc.

5.1.8.The couple may choose to continue counseling with Consultant's Gottman clinicians at a discounted rate of \$185 per hour (normally \$250 per hour).

5.1.9.Additional Information on the Gottman Institute approach to relationships.

5.1.9.1. RESEARCH-BASED - Developed from over 40 years of scientific research by Dr. John Gottman, this relationship assessment tool relies on intensive, detailed, and evidence-based information on why relationships succeed or fail.

5.1.9.2. The Gottman Relationship Checkup automatically scores a relationship's strengths and challenges and provides specific recommendations for interventions.

5.1.9.3. IN-DEPTH, fully HIPAA compliant, questionnaire consisting of 480 questions about friendship, intimacy, emotions, conflict, values, and trust, as well as parenting, partnership, finances, individual areas of concern, and more.

6. Telephone, email, and virtual Consultations

6.1. Expert collaboration with City Personnel regarding issues related to Critical Incident Stress, crisis intervention, education needs, organizational matters, disciplinary matters, terminations, or separation from service, and other psychological services as requested.

6.2. Provide on-going consultation to the City's Peer Support Team on topics including, but not limited to, program development, team selection, and team operations.

6.3. Consult with City Personnel regarding critical incident stress management support education services for line, supervisory, and management staff as requested.

6.4. Unlimited telephone, email, and virtual consultations are provided as "Base Services" under this agreement.

7. Peer Support Team Member Services

7.1. Consultant will provide four (4), one-on-one check-in appointments per year for each peer support team member, coordinator, and liaisons for the purpose of fostering professional wellness in their assigned role and to support positive wellness habits.

8. Training Services

8.1. Introductory Program Presentations

8.1.1. Consultant will conduct up to six, introductory patrol briefing presentations for the purpose of introducing Consultant's firm, services, and program goals. Consultant will periodically solicit and compile peer support team member nominations following a blind nomination process as requested by City.

8.1.2. City agrees to make arrangements for professional, non-sworn, and other administrative personnel to attend one of the aforementioned trainings.

8.2. Command Presentation and Training

- 8.2.1. Consultant will conduct presentations and trainings for Command Staff as requested in order to familiarize them with CISM and peer support team program goals and operations.

8.3. Management/Supervisory Presentation and Training

- 8.3.1. Consultant will conduct presentations and trainings for management and supervisory staff as requested in order to familiarize them with CISM and peer support team program goals and operations.

8.4. Line Personnel Training

- 8.4.1. Consultant will provide up to four (4), two-hour training blocks per year covering CISM, wellness, and resiliency for line level personnel.
- 8.4.2. Training will be presented at City facilities and may be open to outside agencies upon City's request with Consultant approval.

8.5. Spouses Program Training and Consultation

- 8.5.1. Consultant may provide up to two (2) four-hour training blocks during a Spouse's Academy or Family Day event. Such training will be custom tailored to issues facing spouses or families and may include specialized topics as requested by City.

8.6. Regional Peer Support Continuing Education Training

- 8.6.1. Participation in Regional Peer Support Continuing Education Training for all City designated liaisons, coordinators, and peers is included as a Base Service.
- 8.6.2. Participating agencies share a rotating responsibility for hosting Regional Peer Support and Coordinator Meetings. Responsibility for hosting said trainings and meetings is split among participating agencies on a rotating basis.
- 8.6.3. Regional training may be offered in person or via a virtual electronic platform.

8.7. Peer Led Trainings

- 8.7.1. Upon request, Consultant shall design and supply two (2) 15-minute training programs designed to be presented by peer support team members during briefing or other short format gatherings. These training programs shall be designed to enhance resiliency, increase mental wellness, and/or address specific problems within the agency or industry as a whole (i.e., healthy alcohol consumption, dealing with personal crisis, available CISM resources). Consultant will train designated personnel in the delivery of this training program.
- 8.7.2. Upon request, Consultant shall design and supply one (1) new hire training and orientation program designed to be presented by peer support team members during the first few weeks of a new employee's orientation to the City. These training programs shall be designed to increase stress awareness, understand the negative impacts of long-term stressors, enhance resiliency, increase mental wellness, orient new employees to peer

support and other wellness resources within and outside of the agency, and/or address specific topics as requested by City. Consultant will train designated personnel in the delivery of this training program.

- 8.8. Consultant will provide up to two (2) "Blue Sky" Strategic Planning Sessions per fiscal year. Blue Sky sessions may be utilized by any work group within the Department; however, they are highly recommended for Peer Support Team program planning and development.
- 8.9. Consultant may provide Critical Incident Stress Management or other training services within Consultant's scope of practice for line, supervisory, and/or management staff as requested by City.

8.9.1. Training requests must be submitted at least 90 days in advance.

9. Meetings

- 9.1. Consultant will help facilitate and attend regular peer support team meetings exclusively for City's peer support team members. Said meetings shall be set up by a Peer Support Team Coordinator or Liaison and should occur at least once per quarter. These meetings may be held/attended in-person or virtually.
- 9.2. Consultant will help facilitate and attend a monthly peer support team coordinator and liaison meeting. Said meetings shall be set up by a peer support team coordinator or liaison. These meetings may be held/attended in-person or virtually.
- 9.3. Consultant shall attend Command Staff meetings as requested for the purpose of discussing and making recommendations as to CISM, wellness, and peer support needs within the Department.
- 9.4. Consultant shall attend Supervisory Staff meetings as requested for the purpose of discussing and making recommendations as to CISM, wellness, and peer support needs within the Department.
- 9.5. Consultant may provide or attend additional meetings or other gatherings beyond those outlined above as requested by City.
- 9.6. Consultant may prepare and provide presentations on topics of concern, within Consultant's specialty, as requested at any meeting.
- 9.7. Having Consultant periodically attend Command and Supervisory meetings provides the opportunity to embed wellness and mental health resources within the culture of the Department thereby enhancing the acceptance and delivery of Consultant's resources. It also allows for the discussion of sensitive or challenging issues facing the Department, as well as the identification of future challenges. Clinical presence at the command level helps serve as a reminder of the importance of wellness and resiliency that can then be modeled to the rest of the Department in order to enhance and promote a culture of resiliency and wellness. Additionally, it allows for the presentation of current research, industry trends, and other pertinent information in a timely manner allowing for rapid implementation and response to emerging issues.

10. Policy Development and Review

- 10.1. Consultant will supply City with a Sample Peer Support Policy and assist City personnel with review and recommendations for creating a comprehensive Peer Support Team and CISM Policy.
- 10.2. City shall have their own City Attorney and/or risk manager review any recommended policy prior to implementation. City is responsible for ensuring that any proposed policy is compliant with city, state, and federal law.
11. When City requests services to be rendered onsite, City shall make suitable space available to Consultant. When suitable space is not available, City shall make other location arrangements appropriate for the services to be rendered.
12. When Consultant is unavailable or unable to render services as indicated above, Consultant shall make necessary arrangements for referral to appropriate mental health professionals for coverage and make contact information available to City personnel.
13. Consultant shall not be responsible for computer, video, audio, or other technological needs for City or City's personnel to attend training or access services.

COMPENSATION

1. City shall compensate Consultant a flat base fee of \$75,000.00 per annum (Fiscal Year) for all services outlined under Scope of Services Sections 1 through 13, subject to the following provisions.
 - 1.1. Services may be rendered in-person, via telephone, email, or virtual platform based on the specific circumstances, nature, and needs of the service, City, and Consultant. Response services shall be provided in-person except under extraordinary circumstances.
 - 1.2. Regional Peer Support Continuing Education Training may be provided in person or virtually and may be rescheduled, postponed, or cancelled for extraordinary events.
 - 1.3. In the extraordinary circumstance that Consultant is unavailable or unable to provide 24/7 standby/on-call availability, Consultant shall make necessary arrangements with appropriate mental health professionals for coverage and any expense incurred by Consultant in doing so shall be the sole responsibility of Consultant.
2. Additional Service Terms
 - 2.1. Services rendered under this Agreement do not include expert witness fees, deposition, court fees, representation, or testimony for or during any legal or formal administrative proceeding. Fees related to any actual or proposed action in any proceeding start at \$500.00 per hour and are subject to a minimum advanced deposit prior to any required appearance.
 - 2.2. Copyright and Right of Use
 - 2.2.1. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes or any original works of authorship created by Consultant or its subcontractors or subconsultants in connection with services performed under this Agreement shall be deemed the exclusive intellectual or otherwise licensed

property of Consultant and Consultant shall retain all rights therein except where provided by a separate agreement.

2.3. Third Party Insurance Verification

- 2.3.1. In the event that City utilizes a Third-Party Insurance Verification Service or requires specialized terms in addition to the insurance industry standard terms provided for in Consultant's current insurance policies an additional fee of \$250 per month shall apply.

2.4. HIPAA Requirements

- 2.4.1. Confidentiality of Consultant's services and records are governed by State and Federal statutes, court decisions, ethical standards, and generally accepted business practices for their profession. Notwithstanding any other section of this Agreement, no record or other identifying information, including but not limited to HIPAA protected information shall be released without a valid court order, written authorization from the individual(s) affected by the information release, or other legal authority compelling release of such information. Additionally, compliance with any audit or inspection requirement contained herein necessitates an investment of Consultant's time, efforts, and resources in order to maintain the required confidentiality of records subject to audit or inspection and as such, shall be considered billable hours and compensated according to this Agreement. This section shall supersede all other sections and shall survive termination, cancellation, or expiration and remain in effect indefinitely.

2.5. Confidentiality of Consultant's Information

- 2.5.1. The terms of this Agreement are considered public information pursuant to the California Public Records Act (Government Code section 6250 et seq.). The Parties agree to exercise at least the same care, legal and professional standards, security, and confidentiality for any confidential information received from the other party as they would for their own confidential and protected information.

- 2.6. All services are subject to suitability for any given circumstance based on the professional clinical judgement of Consultant, in compliance with the Standard of Care, Professional Ethics, and legal standards of the Consultant's profession. Services may be adjusted, altered, or declined when/where deemed necessary based on the presenting circumstances and the servicing clinician's judgement. Alternative resources may be provided where appropriate.

- 2.6.1. Referrals to third party services such as employee assistance programs, outside wellness training, or recovery/treatment retreats are not covered under this Agreement and are subject to other agreements between City and the third-party provider.

2.7. Billing and Invoices

- 2.7.1. Consultant shall endeavor to provide a monthly utilization statement to the City no later than the 10th day of each month following the month in which services are provided. The utilization will include a description of services rendered and the date on which such services were provided. Due to HIPAA restrictions individual client information will at no time be included in accounting information. Utilization statements shall be combined with monthly invoices for convenience.

- 2.7.2. City shall ensure timely requests for and utilization of Consultant's services. Any services not utilized within any Fiscal Year while this Agreement in effect are non-refundable and will be lost as of June 30th of each Fiscal Year. Failure of City to utilize Consultant's services in a timely manner shall not be cause for a refund or extension of time.
3. The term of this Agreement shall be July 1, 2022, through June 30, 2023. This Agreement may be extended by amendment subject to City's purchasing policies.

CITY OF ANTIOCH
SOLE SOURCE/BRAND REQUEST

**THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO
ANY SOLE SOURCE PURCHASE OR CONTRACT**

When a request is made for a non-competitive purchase of goods or services, then the specification, special circumstances or special qualifications that justify limiting the bidding or contracting to one source must be justified in writing and approved by the City Manager or, if the amount of the contract exceeds the City Manager's authority, the City Council. In such cases, the requesting department must complete this form for approval. Please answer in the space provided, and/or in an attachment and address, by specific reference, each question listed below (1-5) in your justification. ***Be sure to answer each part of each question.*** Failure to respond fully to any of the questions could result in delay or rejection of your request due to inadequate justification.

1. Using appropriate detail, such as brand name, model number etc., briefly describe the product you wish to purchase. In the case of a service, use enough detail to clearly describe to someone not familiar with the process what you are purchasing.

The Psychological Services Group provides training and guidance regarding the mental health of our personnel, typically after a critical incident or officer involved shooting, in the form of debriefings and often one on one counseling sessions.

2. Please check one:

- a. ☒ **SOLE SOURCE:** Item is available from one source only; or item is one-of-a kind and is not sold through distributors; or manufacturer is exclusive distributor; or special circumstances and/or qualifications merit consideration of sole source to save money and/or time.
- b. ☐ **SOLE BRAND:** Various sources can supply the specified model and brand; competitive bids will be solicited for the requested brand only. Meets form, fit and function - nothing else will do.
- c. ☐ **STANDARDIZATION REQUEST:** The Department requires the item to standardize parts, design, quality etc. **(This requires a detailed memo with analysis and justification.)**
3. What are the unique performance features of the product, brand or service requested that are not available in any other product, brand or service? (For services: What unique qualifications, experience, rights, and/or licenses does this vendor possess?)

The Psychological Group has specialized training in the area of Law Enforcement and the service they provide is not available from another source in this immediate area.

4. (a) Why are the unique performance features required (not merely preferred), and how would your requirement be inhibited without this particular service/item? or (b) What are the unique circumstances that compel (not merely make easier) the recommendation of this service/item at this particular time?

Psychologists or counselors without specialized Law Enforcement training and experience would be ineffective in understanding and dealing with the aftermath of these sort of incidents. Failure to handle these incidents effectively could lead to a breakdown of our personnel's mental health. It could also lead to future disciplinary issues as well as personnel loss.

5. What other products/services, if any, have been examined and rejected, and why? *(Please provide a specific meaningful explanation, one vendor one feature at a time. For products be sure to clearly identify the product by name and model number and include the name, address, and telephone number of the company representative who's product you tested.)*

The Psychological Group has specialized training in the area of Law Enforcement and the service they provide is not available from another source in this immediate area.

6. If justification is based on matching and/or intermixing with existing equipment (refer to 1.c.), list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required not simply preferred.

N/A


I HEREBY CERTIFY THAT:

1. I am an approved department representative, and aware of the City's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and considered comparable and/or equal equipment/service.
3. I believe that a sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

REQUESTOR J. Vigil # 6159

DATE: 7/14/2022

DEPT. HEAD/ DIRECTOR:

 #3320

DATE: 9/8/22

FINANCE DIRECTOR:

APPROVED: _____

NOT APPROVED: _____

DATE: ____/____/____

COMMENTS:

BY: _____

FINAL APPROVAL:

(Council Agenda date and Item)

City Manager
(Up to \$50,000.00)

City Council
(Over \$50,000.00)

SOLE SOURCE/BRAND REQUEST

B. PROCEDURE

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. Your request will then be restrictive and non-competitive, and will fall into a sole source/sole brand category.

Such a request should not be made unless you are confident that your request is reasonable and appropriately justified to meet the City's requirements and withstand any possible audit. The City's requirements and the format for submitting such requests are contained herein. Please make copies of the Sole Source/Brand Request form for your future use.

The following factors do not apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor.
2. Vendor performance, and local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for "unique factors" (refer to questions 2 and 3 from the Sole Source/Brand Request form).
5. A request for "no substitution" submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *725*

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 13th day of September, 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 September 13, 2022
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Kevin Scudero, Senior Planner *KS*
SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*
SUBJECT: 300 G St. Retail Cannabis Dispensary (UP-22-01)

RECOMMENDED ACTION

It is recommended that the City Council adopt the Resolution approving a Use Permit to operate a retail cannabis dispensary subject to findings and Conditions of Approval (UP-22-01).

FISCAL IMPACT

There are no direct fiscal impacts incurred by the City for the approval of this Use Permit application. If approved, the proposed use will generate revenue for the City of Antioch through sales taxes and an operating agreement.

DISCUSSION

Recent Review

This item was considered at the August 23, 2022 City Council meeting. A motion to approve the project failed and no other action was taken. The application is again before the City Council for consideration.

Requested Approvals

The Applicant, 300 G Retail, Inc., requests approval of a Use Permit to operate a retail cannabis dispensary at 300 G Street (APN 066-062-012).



Image 1. Site Location



Image 2. Street View of Subject Property

Environmental Review

This project has been determined to be Categorically Exempt from the provisions of CEQA, pursuant to Section 15301 – Class 1 “Existing Facilities.” The cannabis dispensary will occupy space in an existing commercial building with no physical expansion proposed.

BACKGROUND

Antioch Municipal Code (AMC) Section 9-5.3845 is contained in the Zoning Ordinance and provides the zoning and operational standards for cannabis businesses and establishes a unique approval process.

On October 26, 2021 the Antioch City Council adopted Amendments to the Cannabis Business Ordinance by approval of Ordinance No. 2199-C-S. The purpose of the amendments was to allow retail cannabis dispensaries in the Downtown Specific Plan area and the Somersville District, to modify the definition of sensitive uses to match state standards, and to establish location restrictions in each of the areas between retail cannabis businesses and between a cannabis business and a sensitive use.

Planning Commission Hearing

On June 1, 2022 the Planning Commission voted 5-0 to recommend that the City Council approve the Use Permit to operate a retail cannabis dispensary at the project site.

ANALYSIS

Project Overview

The applicant proposes to establish a retail cannabis dispensary at 300 G Street. The hours of operation will be from 8:00 AM to 8:00 PM seven (7) days a week. The operation will consist of the on-site sale of retail cannabis products. There will be no retail delivery of cannabis products from this location. The applicant is the owner of the building and intends to select an operator for the dispensary after the project entitlements have been secured. The future operator will be required to comply with all application requirements and Conditions of Approval. They will also be required to enter into an operating agreement with the City that is subject to City Council approval.

The retail sales will be conducted in an approximately 1,500 square foot sales area. All customers must enter the lobby first and present a valid identification to a security guard prior to entering the sales area. A detailed description of the cannabis retail operations is included as Attachment B to the staff report.

In addition to retail cannabis, the applicant is proposing to sell rolling papers, pipes, vape pens, vape pen batteries, and chargers which are used to administer cannabis

concentrates. The cannabis guidelines prohibit the sale of cannabis related paraphernalia unless explicitly authorized through the use permit. A project specific Condition of Approval is included and limits the cannabis paraphernalia sold on site unless approved in writing by the Zoning Administrator.

Project Specific Condition

39. Paraphernalia. *The only cannabis paraphernalia allowed to be sold at the site are pipes, rolling papers, vape pens, vape pen batteries, and chargers unless approved in writing by the Zoning Administrator.*

Site Plan

The site is approximately .25 acres in size with two buildings that total approximately 10,300 sq. ft. There is a private alleyway at the western end of the property. The proposed cannabis dispensary will occupy the 6,800 square foot building at the northern portion of the site. Construction improvements includes tenant improvements and the installation of a new wrought iron gate at the alleyway entrance at the western end of the site.

The building entrance is at the corner of 3rd and G Streets and will contain a 685 sq. ft. lobby where customers are required to check in with security personnel and provide valid identification before being allowed to enter the sales area. A retail salesroom will be located beyond the lobby. The salesroom is approximately 1,500 square feet. The remainder of the building is comprised of storage area and office space.

The proposed site is located in the Mixed-Use zone within the Downtown Specific Plan. Off-street parking is not provided or required. All customer and employee parking will be on downtown city streets and nearby public parking lots. All cannabis deliveries to the site will occur in the private alleyway on the western end of the site behind a secure gate with an armed security guard present.

Security Plan

As part of their application the applicant submitted a security plan for the site. The security plan addresses the following issues:

- Electronic security such as motion sensors, controlled access areas, and surveillance cameras.
- Compliance and procedures such as inventory management, cash handling, and employee training.
- On site physical security services related to the number of physical security guards present at the site.

The security plan was reviewed by the Antioch Police Department. The applicant participated in a pre-application conference with City staff that included a representative from the Police Department. In this meeting the Police Department representative

communicated their expectations for site security and provided feedback on the proposed project. As part of the entitlement application, a formal security plan was submitted which was then reviewed by the Police Department. The proposed security plan is consistent with the security expectations detailed in the Cannabis Guidelines.

Staff has included a project specific Condition of Approval requiring the Antioch Police Department to conduct a site inspection to assess the security of the site prior to a Certificate of Occupancy being issued for the site.

Project Specific Condition

43. Police Inspection. *Prior to a certificate of occupancy being issued for the site, the Antioch Police Department shall conduct a site inspection to assess the security of the site. Any changes the Antioch Police Department deems necessary upon site inspection shall be incorporated into a revised site security plan that is then submitted for their review and approval. No certificate of occupancy will be issued without final approval of a site security plan by the Antioch Police Department.*

Operational Issues

Staff has included conditions of approval to mitigate the potential off-site impacts of the proposed cannabis business. The applicant has submitted an odor mitigation plan certified by a registered professional engineer that demonstrates the measures they will take to ensure that cannabis odors will not be detected at or beyond the site. Staff has included a Condition of Approval requiring that adequate on-site odor control measures are maintained at all times and that cannabis odors cannot be readily detected outside the structure in which the business operates.

Staff has also included a Condition of Approval addressing site management and requiring the cannabis business operator to take “reasonable steps” to discourage and address objectionable conditions that constitute a nuisance on sidewalks, and areas surrounding the premises during business hours if directly related to patrons of the business. Additionally, a Condition of Approval prohibiting the smoking or ingestion of cannabis products on-site is also included.

ATTACHMENTS

- A. Resolution recommending Approval of UP-22-01 with Exhibit A Conditions of Approval
- B. Project Description
- C. Project Plans
- D. Project Application
- E. Neighborhood Responsibility Plan
- F. Site Photographs
- G. CCCFD Comment Letter
- H. Correspondence Received

ATTACHMENT A

**CITY COUNCIL
RESOLUTION NO. 2022/****

**A RESOLUTION OF THE CITY OF ANTIOCH CITY COUNCIL
APPROVING A USE PERMIT (UP-22-01) FOR A RETAIL CANNABIS DISPENSARY
LOCATED AT 300 G STREET
(APN 066-062-012)**

WHEREAS, 300 G Retail Inc. requests approval of use permit for a retail cannabis dispensary at 300 G Street (APN 066-062-012) date received January 12, 2022;

WHEREAS, the project was deemed complete on April 21, 2022;

WHEREAS, the subject site is located in the CB 2 Downtown Antioch Overlay District, which allows for retail cannabis dispensaries subject to approval issuance of a Use Permit pursuant to Section 9-5.3845 of the Antioch Municipal Code;

WHEREAS, a Type 10 Cannabis Retailer license is required through the Department of Cannabis Control;

WHEREAS, this project is Categorically Exempt pursuant to Section 15301 "Existing Facilities" from the provisions of CEQA;

WHEREAS, the Planning Commission on June 1, 2022 held a public hearing and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request;

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 August 12, 2022 for the public hearing held on August 23, 2022; and

WHEREAS, the City Council on August 23, 2022 held a public hearing and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

WHEREAS, the City Council on September 13, 2022 held a public hearing and 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 a Cannabis Business 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.

ATTACHMENT A

Finding: The proposed cannabis distribution use includes operational Conditions of Approval to minimize impacts. On-site armed security is required at all times. Annual audits of the site security plan are required. The business shall also maintain on-site odor control so that cannabis related odors are not readily detected outside the structure. Based upon the conditions imposed, the cannabis distribution use will not create adverse impacts to the surrounding businesses and residents.

- b) The use applied at the location indicated is properly one for which a Use Permit is authorized.

Finding: The site is zoned Cannabis Overlay District. The Cannabis Overlay District allows cannabis dispensaries with the approval of a use permit.

- c) The site for the proposed use is adequate in size and shape to accommodate such use, all parking, and other features required.

Finding: The proposed cannabis dispensary use will take place in an existing commercial building in the Downtown Specific Plan Area where no on-site parking is required. The site has a secure area for cannabis deliveries.

- d) 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 currently developed and is located at the intersection of Third Street and G Street, which are adequate in width and pavement type to carry the traffic generated by the proposed use.

- e) The granting of such Use Permit will not adversely affect the comprehensive General Plan.

Finding: The use will not adversely affect the comprehensive General Plan because the project is consistent with the General Plan designation for the site of Downtown Specific Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby makes the following additional finding pursuant to Section 9-5.3845 (D) (1) "Cannabis Businesses" of the Antioch Municipal Code:

- (1) The location and site characteristics of the proposed cannabis business are consistent with all applicable state laws and city standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the city.

ATTACHMENT A

Finding: The conditions of approval on the project are consistent with the cannabis guidelines. The security plan has been reviewed by the Antioch Police Department and security conditions have been included per their direction. The revenue generated through the required operating agreement will provide a financial benefit to the City of Antioch.

BE IT FURTHER RESOLVED that the City Council of the City of Antioch hereby **APPROVES** the use permit for a cannabis dispensary located at 300 G Street (APN 066-062-012), subject to the Conditions of Approval attached hereto in Exhibit A.

* * * * *

I HEREBY CERTIFY the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch

EXHIBIT A: CONDITIONS OF APPROVAL

General Conditions		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
1.	Project Approval. This Use Permit approval is for 300 G Street, as substantially shown and described on the project plans, except as required to be modified by conditions herein or in the Development Agreement. Plans date received March 30, 2022, as presented to the City Council on August 23, 2022. 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 Use Permit approval expires on August 23, 2024. An extension may be granted by the Zoning Administrator for a period up to one (1) year, provided that, at least ten (10) days before expiration of one (1) year from the date when the approval becomes effective, an application for renewal of the approval is filed with the Community Development Department.	City of Antioch	On-Going	Planning Department	
3.	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.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	<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>				
4.	Pass-Through Fees. The developer shall pay all pass-through fees. Fees include but are not limited to: a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance. b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance. c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s). d. Contra Costa County Flood Control District Drainage Area fee. e. School Impact Fees. f. Delta Diablo Sanitation Sewer Fees. g. Contra Costa Water District (CCWD) Fees.	City of Antioch	On-Going	Community Development Department	
6.	Requirement for Building Permit. Approval granted by the City Council 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 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	City of Antioch	On-Going	Planning Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	the Planning staff shall require further Planning Commission or City Council approval through the discretionary review process.			
8.	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.		On-Going	Planning Department

Fire Standards		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
9.	All requirements of the Contra Costa County Fire Protection District shall be met.	Contra Costa County Fire Protection District (CCCFPD)	Timing Required	Contra Costa County Fire Protection District (CCCFPD)	

At the Time of Building Permit Issuance		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
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EXHIBIT A: CONDITIONS OF APPROVAL

10.	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	Public Works Department	
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At the Time of Construction		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
11.	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	
12.	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 Engineer. days/times restricted to the hours of 8:00 a.m. to 6:00 p.m.	City of Antioch	On-Going	Building Department / Public Works	
13.	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	

Prior to Issuance of Occupancy Permit		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
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EXHIBIT A: CONDITIONS OF APPROVAL

14.	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	
15.	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	
16.	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.	City of Antioch	Prior to Occupancy Permit	Fire Dept (CCCFPD)	
Project Specific Conditions		Regulation Source	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and signature)
17.	Type 10 License. This use permit approval applies to the operation of a cannabis dispensary depicted on the project plans and application materials submitted to the Community Development Department date stamped received March 30, 2022. Any forthcoming plans submitted for any purpose shall be entirely consistent with these received plans and application materials and conditions of approval herein.	City of Antioch	On-Going	Community Development Department	
18.	Hours of Operation. The hours of operation shall be from 8:00 AM – 8:00 PM. Any changes to the hours of operation shall be subject to the review and approval of the Zoning Administrator.	City of Antioch	On-Going	Community Development Department	
19.	State Licensing. All necessary licenses from the State of California shall be obtained prior to opening.	City of Antioch	Prior to Occupancy Permit	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

20.	Age Restrictions. All persons entering the business must be at least 21 years of age with a valid identification card. An electronic reader shall be used to read and validate identification cards.	City of Antioch	On-Going	Community Development Department	
21.	Smoking Prohibited. Smoking or ingestion of cannabis products on-site is prohibited.	City of Antioch	On-Going	Community Development Department	
22.	Samples Prohibited. Free samples of cannabis products are strictly prohibited.	City of Antioch	On-Going	Community Development Department	
23.	Secure Storage. Cannabis products that are not used for display purposes or immediate sale shall be stored in a secured and locked room, safe, or vault, and in a manner reasonably designed to prevent diversion, theft, and loss.	City of Antioch	On-Going	Community Development Department	
24.	Waste Disposal. Cannabis related waste shall be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.	City of Antioch	On-Going	Community Development Department	
25.	Nuisance Prevention. The operator shall take reasonable steps to discourage and correct objectionable conditions that constitute a nuisance in parking areas, sidewalks and areas surrounding the premises during business hours if directly related to patrons of the business.	City of Antioch	On-Going	Community Development Department	
26.	Business License/ Use Permit On-Site. A copy of this use permit and City of Antioch business license, as well as any other State licenses, shall be on display during business hours and in a conspicuous place so that they may be readily seen by all persons entering the facility.	City of Antioch	On-Going	Community Development Department	
27.	Window Visibility. No signs, tinting, or other graphic material may be used to obscure the storefront windows.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

28.	Sale Location Area. Transactions and sales of cannabis are limited to the interior building area only. No drive-through, drive-up, or walk-up window services or sales are permitted.	City of Antioch	On-Going	Community Development Department	
29.	Security Plan Modifications. Any changes to the site security plan shall be subject to the review and approval of the Chief of Police or their designee.	City of Antioch	On-Going	Police Department	
30.	Armed Security Guards. No fewer than two uniformed and armed security guards who are employed by a Private Patrol Operator (Security Company) who is currently licensed with the California Department of Consumer Affairs shall be on-site during business operating hours. One security guard shall be on-site when the facility is closed. A copy of the contract with the Security Company shall be provided to the Community Development Director and City Attorney for review and approval prior to issuance of a certificate of occupancy.	City of Antioch	On-Going	Police Department	
31.	Registered Security. The name of the Security Company, proof of liability insurance including a copy of all exceptions, their State license number, and the guard registration numbers for the employed guards shall be provided to the Community Development Department and City Attorney. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director and City Attorney shall be notified within 5 business days.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

32.	<p>Revocation. The City Council may require modification, discontinuance or revocation of this use permit if it finds that the use is operated or maintained in a manner that it:</p> <ul style="list-style-type: none">• Adversely affects the health, peace or safety of persons living or working in the surrounding area; or• Contributes to a public nuisance; or• Has resulted in excessive nuisance activities including disturbances of the peace, illegal drug activity, diversion of Cannabis or Cannabis Products, public intoxication, smoking in public, harassment of passersby, littering, or obstruction of any street, sidewalk or public way; or• Has resulted in or has been the target of criminal activity requiring undue attention and dedication of the Antioch Police Department resources; or• Violates any provision of Antioch Municipal Code or condition imposed by a City issued permit, or violates any provision of any other local, state, regulation, or order including those of state law or violates any condition imposed by permits or licenses issued in compliance with those laws.• Results in more than three distinct unresolved odor complaints in a twelve (12) month period.	City of Antioch	On-Going	Community Development Department	
33.	<p>Odor Control Measures. The business shall incorporate and maintain adequate on-site odor control measures in such a manner that the odors of cannabis and cannabis-related products shall not be readily detected from outside of the structure in which the business operates or from other non-Cannabis businesses adjacent to the site.</p>	City of Antioch	On-Going	Community Development Department	
34.	<p>Operating Inspections. During regular business hours all cannabis business premises shall be accessible, upon request, to an authorized City of Antioch employee or representative for random and/or unannounced</p>	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	inspections. An inspection fee maybe charged to the business for cost recovery of staff time.				
35.	Annual Audit. An annual audit of the site's security plan shall be submitted to the Antioch Police Department. The audit shall be conducted by City staff or a third-party company subject to the approval of the Antioch Police Department.	City of Antioch	On-Going	Community Development Department	
36.	Building Security. All points of ingress and egress to the business shall be secured with Building Code compliant commercial-grade, non-residential door locks and/or window locks. Entry and exit doors to restricted cannabis areas shall be made of reinforced metal with metal frames and have a security lock system.	City of Antioch	On-Going	Community Development Department	
37.	Signage. Building signage shall not state that cannabis or cannabis products are stored, sold or handled on the site. Images of cannabis leaves, green crosses, or similar commonly identifiable graphics are not allowed. All building signage shall be subject to staff review and approval.	City of Antioch	On-Going	Community Development Department	
38.	Exterior Modifications. Any proposed exterior changes to the site shall be shown on the building permit plan submittal. Exterior changes may be subject to administrative design review approval.	City of Antioch	On-Going	Community Development Department	
39.	Paraphernalia. The only cannabis paraphernalia allowed to be sold at the site are pipes, rolling papers, vape pens, vape pen batteries, and chargers unless approved in writing by the Zoning Administrator.	City of Antioch	On-Going	Community Development Department	

EXHIBIT A: CONDITIONS OF APPROVAL

40.	Delivery to the Site. All delivery of cannabis to the site shall take place in a caged/gated delivery area with a dedicated armed security guard to be present during all deliveries. Any changes to this requirement shall be subject to the review and approval of Chief of Police or their designee.	City of Antioch	On-Going	Community Development Department	
41.	Bollard Location. The location and design of the bollards shown on the site plan shall be subject to the review and approval of City Staff. The bollards shall be architecturally compatible with the downtown streetscape.	City of Antioch	Prior to Occupancy Permit	Community Development Department / Public Works Department	
42.	Surveillance Signage. Visible signage shall be placed at the entrance of the facility notifying the public of surveillance on site.	City of Antioch	Prior to Occupancy Permit	Community Development Department	
43.	Police Inspection. Prior to a certificate of occupancy being issued for the site, the Antioch Police Department shall conduct a site inspection to assess the security of the site. Any changes the Antioch Police Department deems necessary upon site inspection shall be incorporated into a revised site security plan that is then submitted for their review and approval. No certificate of occupancy will be issued without final approval of a site security plan by the Antioch Police Department.	City of Antioch	Prior to Occupancy Permit	Police Department	
44.	Emergency Access. Security measures shall be designed to ensure emergency access is provided to the Antioch Police Department and the Contra Costa Fire Department for all areas on the premises in case of an emergency.	City of Antioch	On-Going	Police Department	
45.	Surveillance Cameras. Security surveillance cameras shall be installed and maintained in good working order to provide coverage on a twenty-four (24) hour real-time basis of all internal and external areas of the site where cannabis is stored, transferred and dispensed, where any money is handled, and all parking areas. The cameras shall be oriented in a	City of Antioch	On-Going	Police Department	

EXHIBIT A: CONDITIONS OF APPROVAL

	manner that provides clear and certain identification of all individuals within those areas. Cameras shall remain active at all times and be capable of operating under any lighting condition. Security video must use standard industry format to support criminal investigations and shall be maintained for a minimum of sixty (60) days.				
46.	Alarm System. A professionally monitored security alarm system shall be installed and maintained in good working condition. The alarm system shall include sensors to detect entry exit from all secure areas and all windows. The name and contact information of the alarm system installation and monitoring company shall be kept as part of the onsite books and records.	City of Antioch	On-Going	Police Department	
47.	Security Contact. A local contact who will be responsible for addressing security and safety issues shall be provided to, and kept current with, the Antioch Police Department.	City of Antioch	On-Going	Police Department	
48.	Operating Agreement. The applicant shall enter into an operating agreement with the City of Antioch prior to a certificate of occupancy being issued for the site. No business license shall be issued without an approved operating agreement.	City of Antioch	Prior to Occupancy Permit	City Attorney	

Applicant 300 G Retail Inc. (“300 G”) proposes the operation of a cannabis retail facility at the premises located at 300 G Street in downtown Antioch. The operator, who has not yet been selected, will meet all the requirements and commitments discussed herein and all conditions of the Conditional Use Permit, as well as all applicable state and local laws and regulations.

Characteristics of the Proposed Cannabis Business

The site is a building approximately 6,500 square feet in size, on the corner of G Street and 3rd Street. A detailed site plan is included with this application package. The size of the building will allow for a significant lobby, a large retail showroom, as well as secure storage and office space.

The location meets all of the site requirements applicable to cannabis retail businesses in downtown expected to be approved by the City Council. There is no existing cannabis retail business downtown, and there are no schools, day care centers, or youth centers, as defined by applicable law, within 600 feet of the proposed location.

300 G would bring valuable foot traffic to the downtown area, and further the City’s goal of continuing revitalization and economic development of the downtown core. By bringing more shoppers to the downtown area, 300 G would help drive business to the other shops and restaurants in the downtown area. This increase in business would also encourage other businesses to fill vacant storefronts and other areas.

The new property owner, SRV LLC, and its affiliate, Sean McCauley Investments, Inc., have a proven track record of revitalization in the Antioch Downtown area, including the rehabilitation of over 14 buildings, landscape and lighting upgrades, over 47 new commercial and residential quality tenants, and other non-profit activities. Here are just some of their projects:

- Smith’s Landing
- Monica’s Riverview
- LUX Salon Suites
- Guadalajara Taqueria
- Chelsea Sushi
- Chill Coffee and Tea
- Vibes Tea House (opening November 2021)

- Rivertown Business Center
- The Lofts at 2nd Street
- First Five of California

Upcoming projects include:

- Diggers Diner
- 4 Legs Tap Room
- Azul Tequila Bar

The proposed cannabis retail business at 300 G Street complements these other projects, and they would work together to bring residents, businesses, and shoppers to downtown Antioch, and the jobs and tax revenue that follow.

Hours of Operation

We anticipate store operating hours will be seven days a week from 9:00am to 8:00pm, unless additional hours of operation are approved by the City and applicable regulations.

Number of Employees

300 G takes pride in their thorough recruiting and training strategy that will help them retain a full-time team of up to 25 individuals, including management and security personnel. 300 G's founding team has long-standing roots in the Antioch area and will make it a priority to source employees from the local community, emphasizing social equity and marginalized groups.

Nature of the Products Produced, Stored, Sold or Handled

As required by state law and the regulations applicable to a cannabis retail store, 300 G will receive all cannabis products from state-licensed cannabis distributors in final form and ready for retail sale. This includes being fully packaged and tested by a state-licensed lab.

300 G is committed to offering products that meet medicinal and wellness needs of patients and customers. That means offering a wide range of hard-to-find products with high ratios of CBD to THC, as well as products containing other emerging cannabinoids such as THCV, CBN and CBG. Customers looking to benefit from cannabis without a psychoactive effect will be able to find products in topical or ingestible forms. 300 G will also carry a broad range of products from emerging entrepreneurs of diverse backgrounds.

300 G expects to sell the full range of adult-use and medicinal cannabis products available in today's market, including traditional cannabis flower, prerolls, edibles, vaporizer pens and

cartridges, dabable products like live resin, shatter, and wax, as well as tinctures, topicals, and medical pill and tablet products. 300 G anticipates that approximately 50% of sales will be of traditional cannabis flower, 25% will be extracted products such as vaporizer cartridges, 20% will be edible products, and 10% will be topicals and capsule-type products.

How Other Guidelines Are Met

Security. The details of 300 G's comprehensive security plan are included in a separate attachment to this application. They include a detailed plan prepared by Michael Yoell, retired command officer with the Oakland Police Department, who has successfully overseen security planning at numerous cannabis retail operations around the state.

Inspections. During regular business hours, 300 G will be accessible upon request for random and/or unannounced inspections by City employees or representatives.

Odor Control. The details of 300 G's comprehensive odor control plan are included as a separate attachment to this application.

No Manufacturing, Delivery, or Cultivation. 300 G will not conduct any manufacturing or cultivation onsite. 300 G will not conduct any delivery options from this site, but may complement its retail store with a licensed delivery hub in another location.

Limited Entry. 300 G will use a lobby and waiting area to screen customers prior to entry to the retail floor. 300 G will only allow access to authorized individuals meeting the minimum age requirements and presenting a valid identification, and will utilize an electronic device to validate valid identification cards and driver's licenses.

No Onsite Consumption. 300 G will not permit onsite consumption of cannabis by customers or staff.

Product Storage. 300 G will store all cannabis products not used for display purposes or immediate sale in its secure vault room, identified on its site plan. The full security measures in place are more thoroughly discussed in its security plan.

Cannabis Accessories. 300 G will only sell cannabis accessories, such as pipes and rolling papers, that are allowed by state law and regulations and approved by the Conditional Use Permit. No such accessories will be visible from the exterior of the store.

Site Management. 300 G will discourage and promptly correct any problematic conditions in and around its premises. This includes requesting anyone engaging in nuisance activities to cease those activities, unless personal safety of the security staff would be threatened in making the request. Security staff will be trained to prevent loitering and to call the police promptly as needed. 300 G's team will also pick up trash at least daily and coordinate immediate removal of any graffiti.

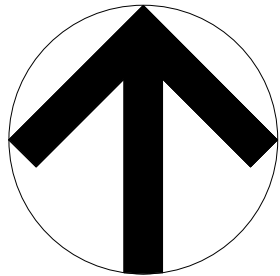
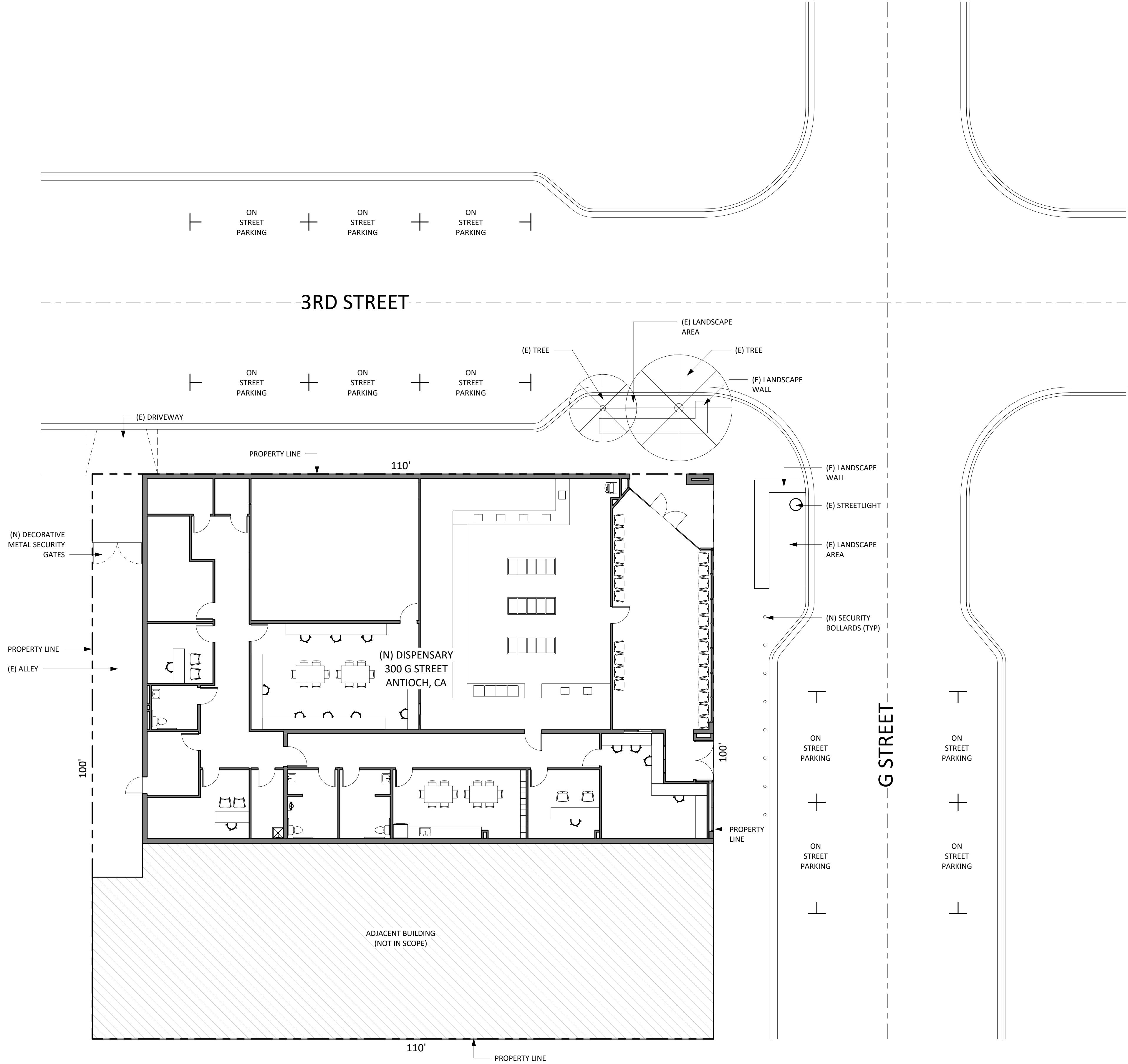
Permit Display. 300 G will maintain and display a copy of its Cannabis Business Use Permit, City of Antioch Business License, Department of Cannabis Control License, Seller's Permit, and any other required State and/or County licenses. The permits will be displayed in a conspicuous place in the lobby/waiting area so that they may be readily seen by all persons entering the facility.

Storefront Entrance & Accessibility. As shown in the site plan, the storefront entrance to 300 G will be on the corner of G Street and 3rd Street, which is a visible location that provides an unobstructed view from the public right-of-way. The store entrance is in a flat and level location, and will be ADA accessible.

No Drive-Through, Drive-Up or Walk-Up Window. All retail sales will be conducted in the interior of the store, and no window or pass-through to the exterior of the street will be used to make sales or deliveries.

Architecture, Materials, Colors, and Landscaping

The proposed project is in a preexisting building. The exterior of the building is natural red brick with a window wall with tile accents along G Street, with no area for landscaping. 300 G would maintain this existing architecture and color, which fits well into the surrounding neighborhood. Photos of the site and building, as it exists, are included in the application package.



SITE PLAN

SCALE
1" = 10'-0"

1

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100 GATEWAY DRIVE, SUITE 120
LINCOLN, CA 95648
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Sean@GRAPHIA.com
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PROJECT: 2021102903

CLIENT:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

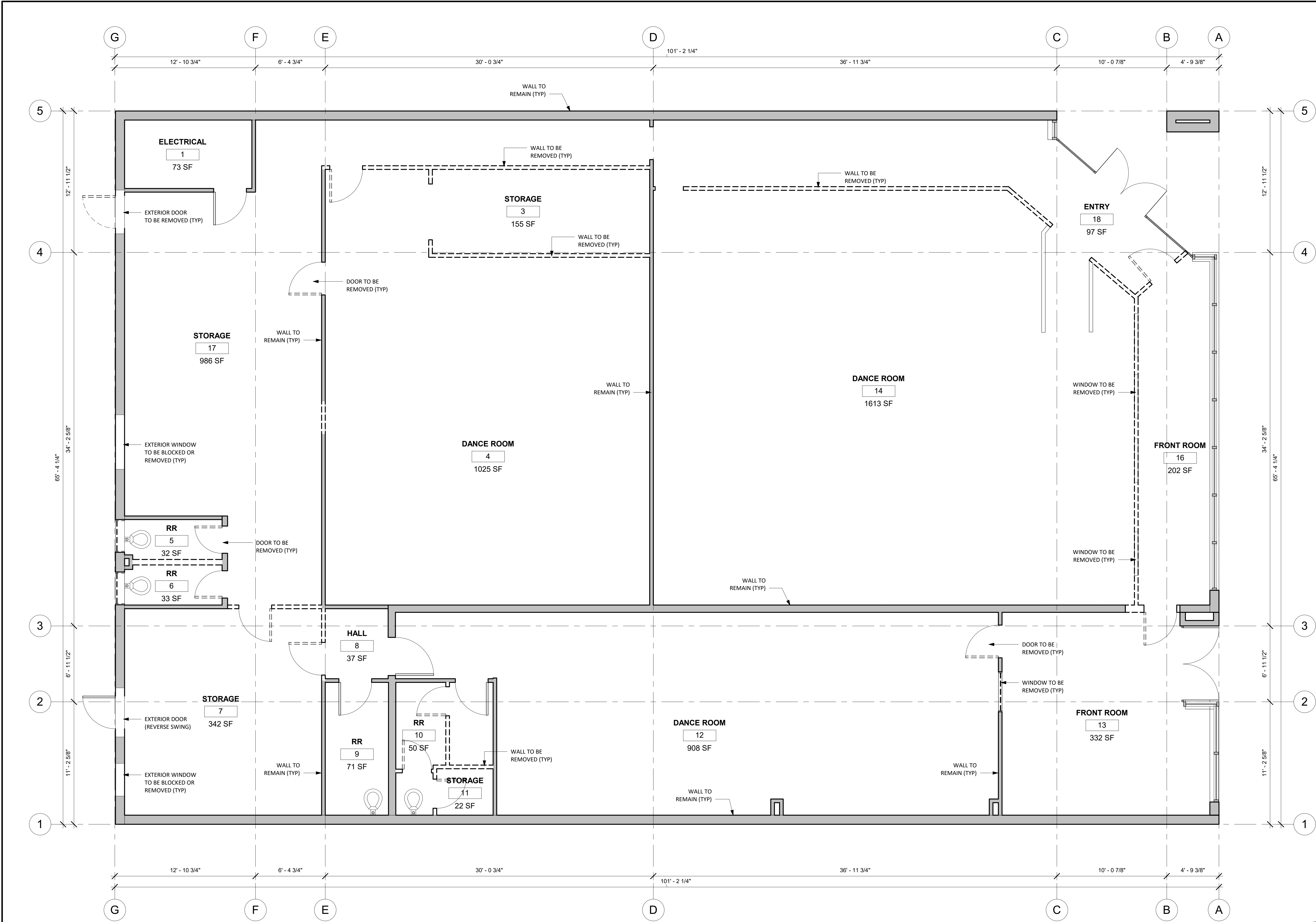
DESIGN REVIEW FOR:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

TITLE:
SITE PLAN
ISSUES:
Project Issue Date: 12-02-2021
Project Status: APPLICATION SUBMITTAL
Sheet Issue Date: 12-02-2021
Revision Number:
Revision Date:

ARCHITECT'S APPROVAL

THIS PROJECT IS NOT APPROVED FOR CONSTRUCTION UNLESS THE DRAWINGS ARE STAMPED AND WET SIGNED BY THE ARCHITECT AND THE BUILDING AUTHORITY HAVING JURISDICTION OVER THE PROJECT.

SHEET:
A2.11
SHEET: OF SHEETS



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PROJECT: 2021102903

CLIENT:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

DESIGN REVIEW FOR:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

TITLE:
FLOOR PLAN (EXISTING & DEMOLITION)

ISSUES:
Project Issue Date: 12-02-2021
Project Status: APPLICATION SUBMITTAL
Sheet Issue Date: 12-02-2021
Revision Number:
Revision Date:

ARCHITECT'S APPROVAL

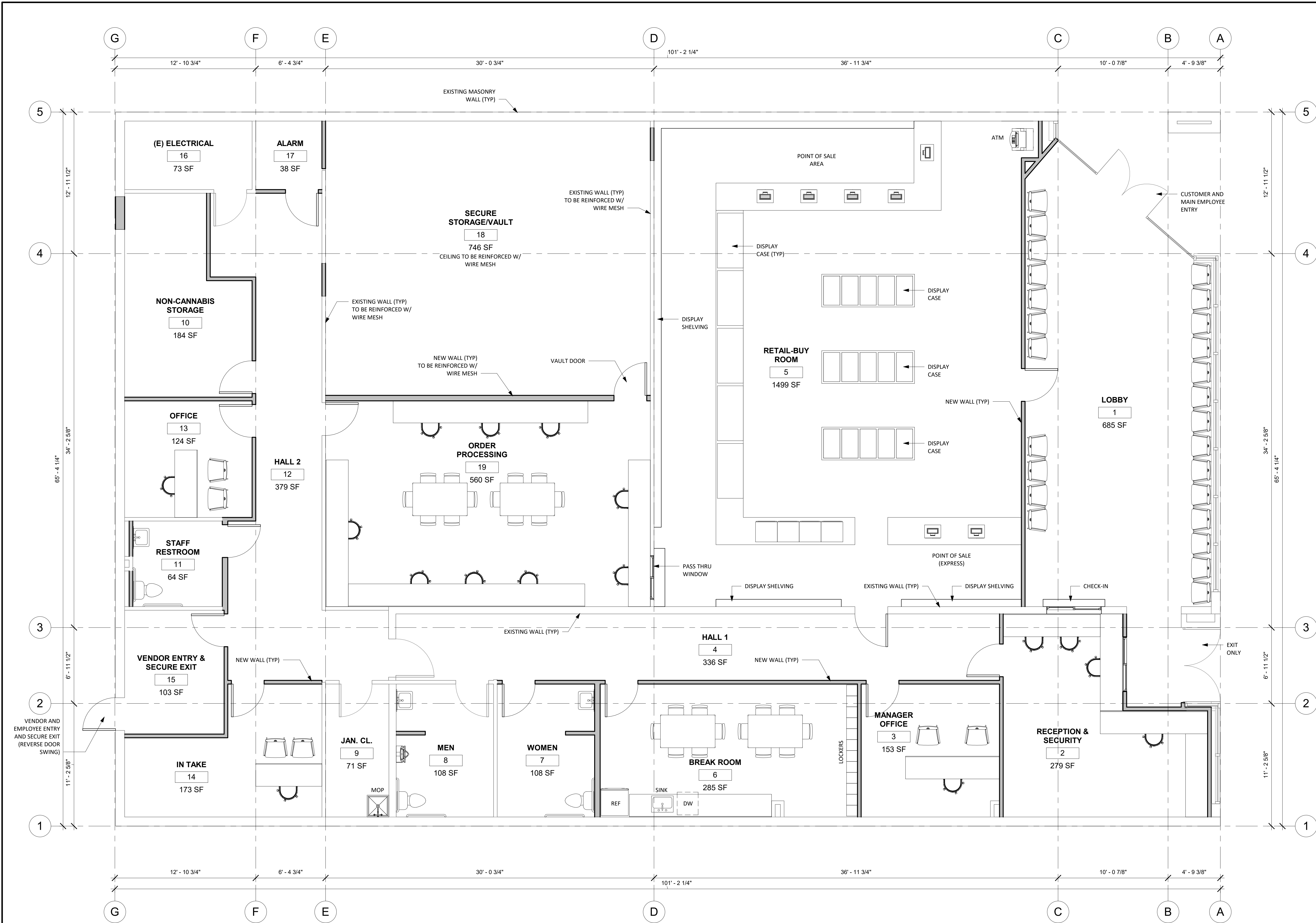
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SHEET:
A3.01
SHEET: OF SHEETS

FLOOR PLAN (EXISTING & DEMOLITION)

SCALE
1/4" = 1'-0"

1



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PROJECT: 2021102903

CIENT:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

DESIGN REVIEW FOR:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

TITLE:
FLOOR PLAN (PROPOSED)

ISSUES:
Project Issue Date: 12-02-2021
Project Status: APPLICATION SUBMITTAL
Sheet Issue Date: 12-02-2021
Revision Number:
Revision Date:

ARCHITECT'S APPROVAL

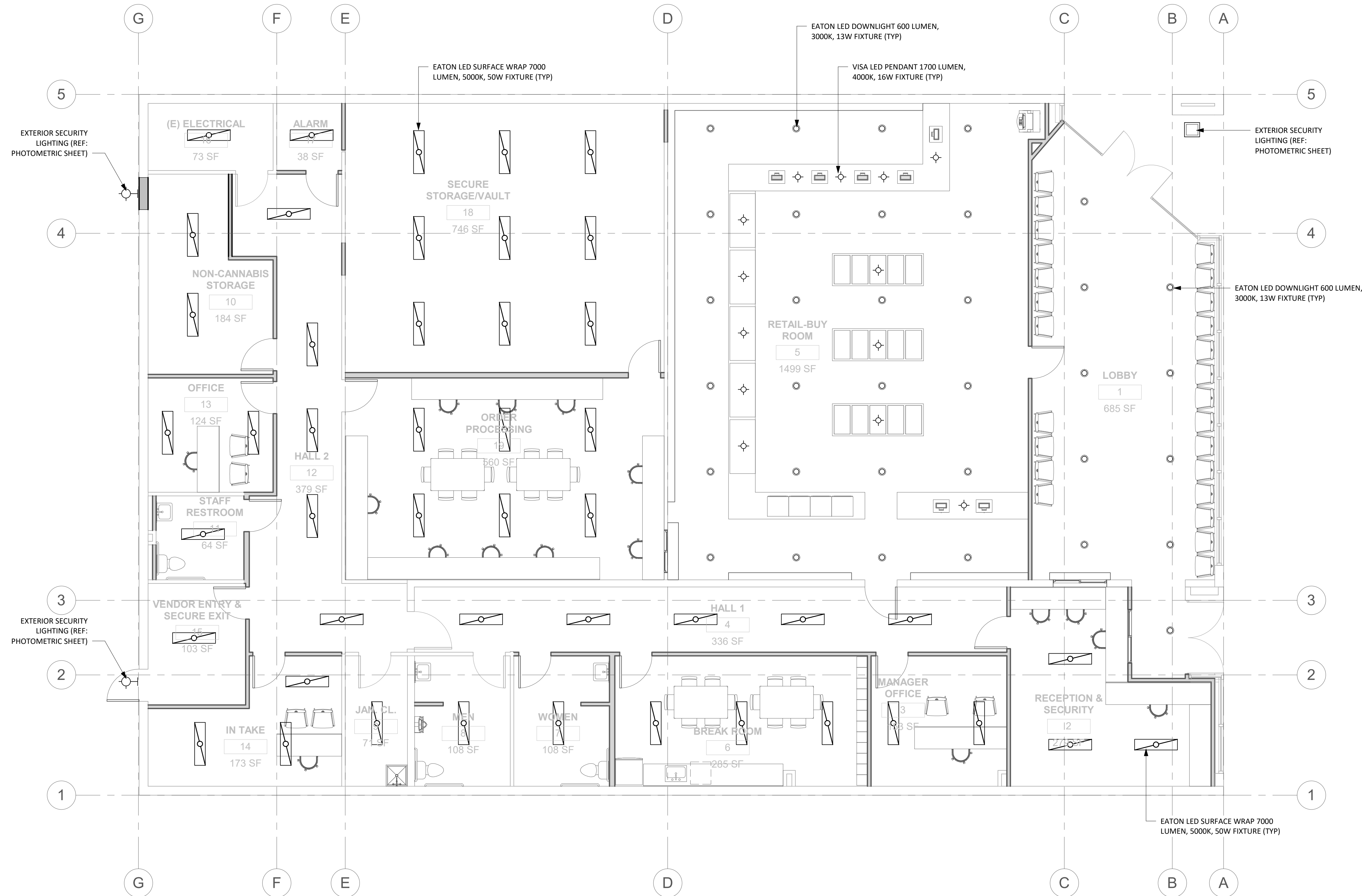
THIS PROJECT IS NOT APPROVED FOR CONSTRUCTION UNLESS THE DRAWINGS ARE STAMPED AND WET SIGNED BY THE ARCHITECT AND THE BUILDING AUTHORITY HAVING JURISDICTION OVER THE PROJECT.

SHEET:
A3.11
SHEET: OF SHEETS

FLOOR PLAN (PROPOSED)

SCALE
1/4" = 1'-0"

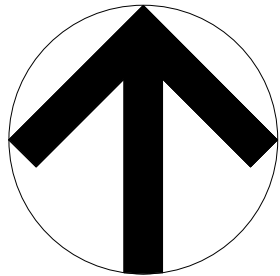
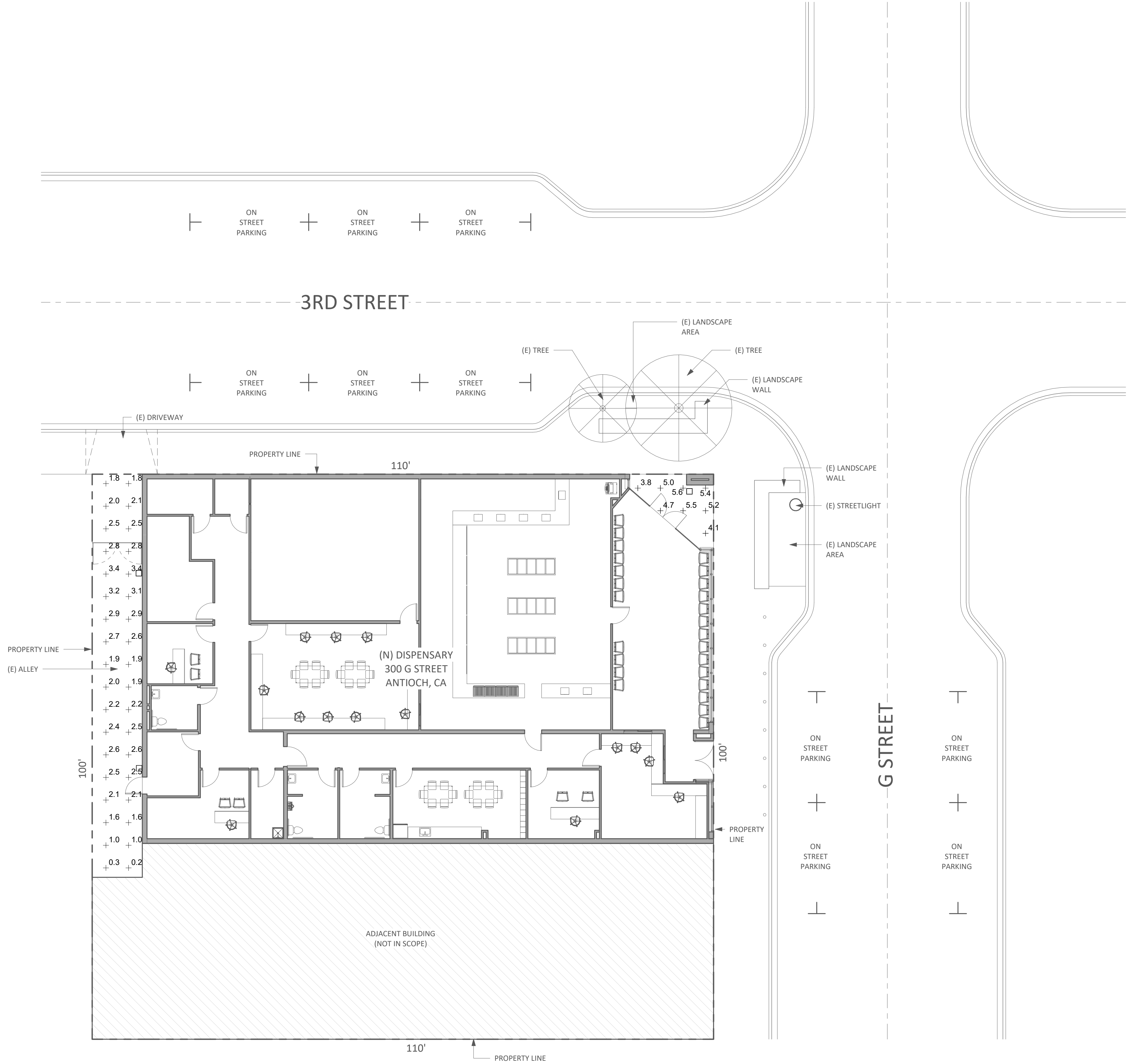
1



FLOOR PLAN (LIGHTING)

SCALE
3/16" = 1'-0"

1



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PROJECT: 2021102903

CLIENT:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

DESIGN REVIEW FOR:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

TITLE:
ELECTRICAL - SITE PHOTOMETRICS

ISSUES:
Project Issue Date: 12-02-2021
Project Status: APPLICATION SUBMITTAL
Sheet Issue Date: 12-02-2021
Revision Number:
Revision Date:

ARCHITECT'S APPROVAL

SEAN F. FREITAS
NO. C23563
EXP. 7/23
STATE OF CALIFORNIA

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SHEET: OF SHEETS

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PROJECT: 2021102903

CLIENT:
300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

DESIGN REVIEW FOR:

300 G RETAIL INC.
300 G STREET
ANTIOCH, CA 94509

TITLES:
DETAILS SITE PLAN

DATE: 2/10/2022

ARCHITECT'S APPROVAL:

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SHEET:

A9.23

SHEET: OF SHEETS

1 3/4" SQUARE X 11 GAUGE RAIL

3" SQUARE X 11 GAUGE POST (TYP U.N.O.)

1" SQUARE X 14 GAUGE PICKETS

7'-0"

5'-6"

8"

4 3/4"

1'-0"

3'-4"

4"

2"

8'-0"

1'-6"

10"

1 3/4" SQUARE X 11 GAUGE RAIL

3" SQUARE X 11 GAUGE POST (TYP U.N.O.)

1" SQUARE X 14 GAUGE PICKETS

FINISH GRADE

12" DIAMETER MINIMUM CONCRETE FOOTINGS. CONCRETE SHALL BE 3,000 psi (F'c) MINIMUM COMPRESSIVE STRENGTH OVER COMPACT SUB-GRADE.

SITE FENCE ORNAMENTAL TYPICAL PANEL

SCALE: 0 3" 6" 12"

3

2" EQ. 3" EQ. 2"

1 3/4" SQUARE X 11 GAUGE RAIL

3" SQUARE X 11 GAUGE POST (TYP U.N.O.)

2" SQUARE X 11 GAUGE GATE FRAME

1" SQUARE X 14 GAUGE PICKETS

FINISH GRADE

WELD-ON BOX HINGE

12" DIAMETER MINIMUM CONCRETE FOOTINGS. CONCRETE SHALL BE 3,000 psi (F'c) MINIMUM COMPRESSIVE STRENGTH OVER COMPACT SUB-GRADE.

7'-0"

5'-6"

8"

4 3/4"

1'-0"

3'-4"

4"

2"

8'-0"

1'-6"

10"

2" EQ. 3" EQ. 2"

1 3/4" SQUARE X 11 GAUGE RAIL

3" SQUARE X 11 GAUGE POST (TYP U.N.O.)

2" SQUARE X 11 GAUGE GATE FRAME

1" SQUARE X 14 GAUGE PICKETS

FINISH GRADE

WELD-ON BOX HINGE

12" DIAMETER MINIMUM CONCRETE FOOTINGS. CONCRETE SHALL BE 3,000 psi (F'c) MINIMUM COMPRESSIVE STRENGTH OVER COMPACT SUB-GRADE.

SITE FENCE GATE ORNAMENTAL DOUBLE PANEL

SCALE: 0 3" 6" 12"

2

"A" FABRIC HEIGHT

STEEL POST THICKNESS

"B" POST O.D.

"C" DIA.

"D" DEPTH

"E" POST EMBEDMENT

6'-0" MAX

16 GAUGE

2"

10"

30"

24"

9'-0" MAX

15 GAUGE

4"

12"

36"

30"

12'-0" MAX

12 GAUGE

6"

18"

42"

36"

CONCRETE FOOTING WITH 3,000 psi (F'c) MINIMUM COMPRESSIVE STRENGTH OVER COMPACT SUB-GRADE

"A"

"D"

"E"

"B"

"C"

1'-0"

10' MIN

GALVANIZED STEEL POST. EMBED INTO WET CONCRETE, SET AND LEVEL.

MOLDED EXOTHERMIC WELD OR APPROVED CLAMP-TYPE FITTING OF COPPER

#8 AWG SOLID COPPER WIRE

INSTALL ONE (1) 3/4" DIA COPPER CLAD STEEL GROUND ROD @ 100' O.C.

SITE FENCE POST GALVANIZED STEEL

SCALE: 0 3" 6" 12"

1

ATTACHMENT D

ATTACHMENT A – APPLICATION FORM

PROPERTY LOCATION		
Address:		Assessor's Parcel No.:
Zoning Designation:		General Plan Land Use Designation:
PROJECT DESCRIPTION - Provide a basic description of the project below.		
APPLICANT		
Name:		
Address:		
City:	State:	Zip:
Telephone:		
Email:		
PROPERTY OWNER	<input type="checkbox"/> Same as applicant	
Name:		
Address:		
City:	State:	Zip:
Telephone:		
Email:		

FOR OFFICE USE ONLY	
DATE RECEIVED:	FILE NO:
PLANNER:	
<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED SIGNATURES

As part of this application, applicant and real party in interest, if different, agrees to defend, indemnify, hold harmless, and release the City of Antioch, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of the above, the purpose of which is to attack, set aside, void, or annul the approval of this application and/or the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the City of Antioch, its agents, officers, attorneys, or employees.

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this application to the best of my ability and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

I understand that charges for materials and staff time spent processing this application will be billed monthly and is based on an hourly rate as identified in the current fiscal year fee schedule. Application processing includes but is not limited to plan checking and processing, meetings, phone calls, research, e-mail, and staff report preparation. Further, I understand that my initial deposit is not a fee and actual charges may be in excess of the deposit. The deposit will be returned to me at the conclusion of the process after all invoices have been paid. If invoices are not paid on a monthly basis, processing will be terminated until all past due amounts have been paid. Failure to pay invoices on a monthly basis may also result in an application being deemed incomplete; postponement of hearings or meetings; and/or inability to obtain a building permit. Failure to pay invoices on a monthly invoice may also result in the placement of a lien on the subject property. I assume full responsibility for all costs incurred by the City in processing this application. Further, I understand that approval of my project is NOT guaranteed and may be denied. In the case of a denial, I understand that I am still responsible for all costs incurred by the City in processing this application. I hereby authorize employees, officials and agents of the City of Antioch to enter upon the subject property, as necessary, to inspect the premises and process this application.

Executed at:
(City/State)

Dated:

Applicant's Name

Date

Property Owner's Name*

Date

X

X

Applicant's Signature

Property Owner's Signature

* Real Party in Interest may be different than a listed property owner. If property is held by a trust, the real party in interest would be one or more individuals who benefit from the trust. In such a case, the actual beneficiary or real party in interest must sign instead of property trustee.

NEIGHBORHOOD RESPONSIBILITY PLAN

Provide a detailed written plan describing all efforts that will be made to mitigate or eliminate any impacts on the immediate neighborhood

As set out below, 300 G strives to have a positive impact on its immediate neighborhood. It will do so by developing relationships with City representatives, neighboring businesses and community members, and by implementing the measures detailed below to address any negative impacts.

1. Establishing Relationships

300 G intends to inspire people and communities to discover the holistic potential of cannabis. Our goal is to create a unique cannabis retail store that compliments Antioch's community and atmosphere. We feel cannabis has a role to play in active, happy, and engaged lives, and we want to ensure that people can make decisions about it in a safe, well-informed, and responsibly-tended environment. We understand that our success depends on our ability to meaningfully engage with the Antioch community and all of its unique and diverse stakeholders.

We maintain a list of non-emergency police department contacts for all facilities and, facilitated by our Facility Ambassador, will maintain regular communication with each law enforcement contact, advising of any changes in security policies or procedures. The company will maintain strong partnerships with local, state and federal law enforcement agencies engaging these agencies to support the security mission through:

- Proactive meetings. We will schedule regular check-ins with local law enforcement to ensure open lines of communication and known points of contact, inform on new processes, personnel, and procedures, and receive regulatory/compliance updates.
- Observation patrols. We invite law enforcement to participate in scheduled patrols of the interior and anytime patrols of the exterior facility to review/audit security processes and maintenance and management of the facility.
- Rapid response to incidents. We can furnish a copy of our incident response plan to law enforcement for review. All personnel are trained that rapid communication with law enforcement and first responders is a critical first step in the event of any incident.
- Collaborative training and exercises. We host training and exercises with security and law enforcement / first responders to foster good relationships, share best practices, and ensure familiarity with our security processes and retail facilities.

We will ensure channels of communication with the store are readily accessible and responsive, making it easy for citizens, customers and other businesses to provide feedback and notify us of any complaints. During operating hours, a manager will always be onsite to handle any complaints and address any immediate concerns. Complaints and other questions or feedback can also be provided via email, phone and via our innovative technology platform. Store contact information will be readily available on the 300 G's store website. When a complaint is made via phone, that message will be either transferred directly to the manager on-site or to the Facility Ambassador. Voicemails, emails, any complaints received through our software system will be responded within 24 hours.

All complaints will be reviewed and recorded by 300 G's managers on a daily basis. Complaint records will include the time and date of the complaint, the nature of the complaint, the contact information of the individual making the complaint, and actions taken by 300 G personnel to address the complaint, including further review and investigation if necessary. If the city, a business or an individual brings a complaint that cannot be resolved immediately, 300 G management team will respond to that contact with a timeline for resolution. Certain complaints will trigger 300 G to contact local police or to work with city staff in order to address appropriately. Product complaints that concern product safety will trigger immediate action and recall procedures including notification to the distributor, notification to purchasers utilizing our technology platform and other means, and removal of the product from the sales floor.

We won't wait until operations start to listen to the concerns of the community. If selected for the next application phase, our Facility Ambassador will also be tasked with reaching out to neighboring businesses and other stakeholders to introduce ourselves, solicit feedback, and address any concerns proactively.

2. Environmental Nuisance Mitigation and Abatement

We are dedicated to mitigating any negative impacts of our business on the surrounding community, and will anticipate and quickly respond to objectionable conditions that might occur. We will take thoughtful steps to eliminate, minimize, and mitigate any negative impacts as a result of our operations.

As detailed below, nuisance mitigation techniques will also be incorporated into building design elements and infrastructure. We will work diligently with city staff to make a design plan that meets ours and the city's vision.

A. General Safety

The premises and surrounding area within 300-ft of the premises will be kept in a clean and safe condition. All trash and debris on the premises will be removed and properly disposed of at the end of each business day. All sidewalks and the alley behind the building will be kept clear and clean. Any graffiti placed upon the premises will be removed within forty-eight (48) hours of its occurrence.

B. Light

Adequate exterior lighting will provide visibility around the facility, which will help ensure the safety of our vendors, employees, and customers. During off-hours, motion detector lighting will help to deter burglary or robbery and enable security cameras to capture any illicit activity occurring on the property. To prevent any negative impacts associated with additional lighting, all outdoor lighting will be shielded and downward facing to minimize disturbance to surrounding businesses.

C. Noise

The design of the facility will minimize any additional noise created by its operations by taking noise into consideration as a part of the building design process, including avoiding noisy generators and selecting quiet filtration systems used for odor mitigation. 300 G will also address noise concerns by anticipating and mitigating the greatest potential sources of noise—loitering and pedestrian traffic, which are discussed in more detail below.

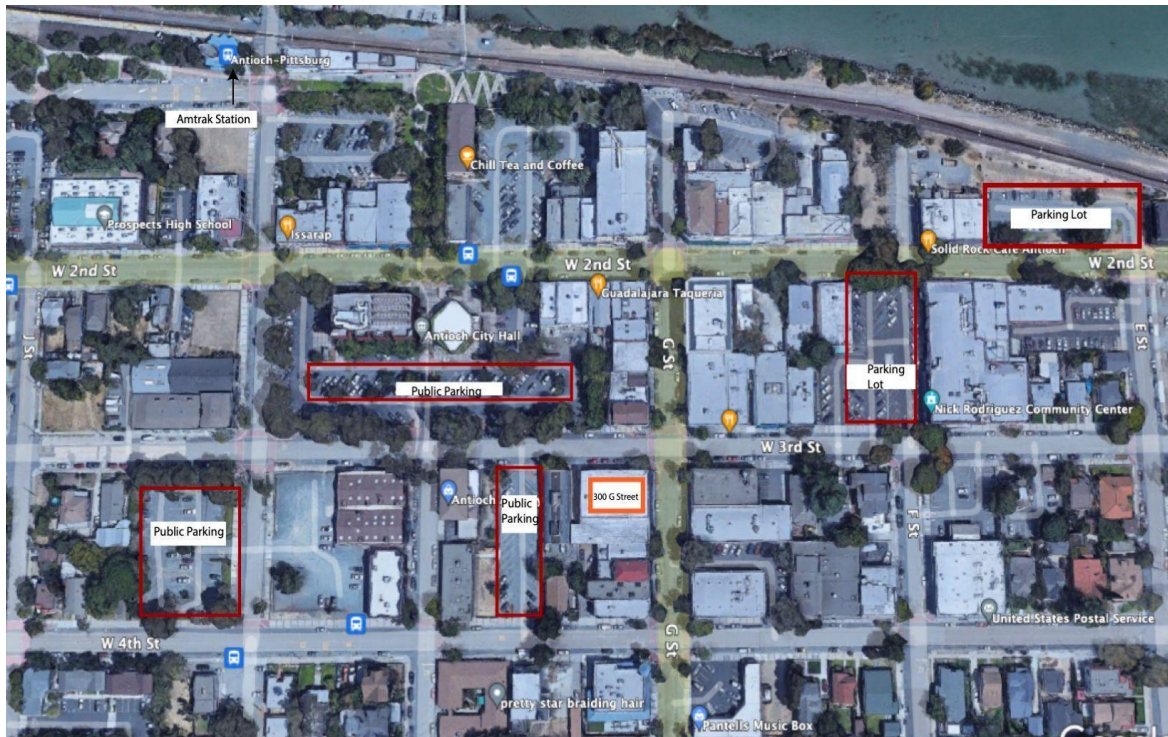
D. Odor and Air Quality

Our team realizes air quality control is integral to the health and well-being of the retail space, its occupants, and the surrounding community as a whole. We understand the sale of cannabis can impact air quality, produce odorous emissions, and cause potential off-site nuisance impacts due to odor. That is why we will have a robust odor control plan to ensure that our facilities operate at the highest level of best practices and meet Antioch's requirements that odors are not detectable outside the facility. Should concerns ever arise with odor rising to the level of a public nuisance, our team will work diligently with the community and city staff to promptly address the issue.

Our air quality concerns are not solely for the comfort of neighboring individuals; we are committed to the health and well-being of employees and customers inside the facility as well. Maintaining a stable, controlled environment that is safe, clean, and respectful is our primary concern. Further details on odor management are addressed below.

E. Vehicles and Parking

Our proposed store is conveniently located in the downtown area, well served by bus lines and a short walk to the Antioch-Pittsburg Amtrak station. In addition to street parking nearby, 300 G Retail's location is within a short walk of several public parking lots including on 3rd Street, adjacent to City Hall, on I Street, and next to the Nick Rodriguez Community Center.



F. Pedestrian Traffic

300 G will bring additional foot traffic to the downtown area. It will serve those customers with a large retail area with an open floor plan including a waiting room and thus will avoid pedestrian traffic from queuing outside or otherwise congregating outside of the facility.

G. Litter

300 G staff will conduct daily sweeps to remove litter and trash from the parking lot, sidewalks and public areas surrounding the proposed site, including around adjacent businesses within 300-ft of the premise. These sweeps will be conducted by staff as a part of daily opening and closing procedures.

H. Preventing Loitering, Illegal Consumption Activity, and Other Crimes

To ensure maximum levels of safety, 300 G has retained Michael Yoell, retired command officer with the Oakland Police Department, the former Managing Partner of Core Security Solutions, Inc., and the Qualified Manager of Michael Glenn Investigations, to assess security at the facility and prepare a detailed security plan. Mr. Yoell has overseen the security measures at numerous cannabis businesses and has developed comprehensive security plans for a multitude of cannabis retail locations.

Many of the safety measures outlined in the Preliminary Security Plan, including lighting, sophisticated monitoring and alarm systems, and on-site security personnel will also deter any illicit nuisance activity.

300 G also has a zero tolerance policy against illegal consumption activity and unlawful loitering in the parking lot and adjacent areas to the store. This policy will be enforced by the third-party security officer on duty. 300 G will ensure there is adequate security on-site during operating hours to discourage congregation. On-site security guards will monitor all activity within 150 feet of the store entrance. Security personnel will be trained to effectively remind any patrons and other members of the public of this policy, request they cease any nuisance activity, and to call Antioch police in a timely manner if necessary, so long as personal safety is not threatened. Security personnel will also be trained to de-escalate any encounters that become confrontational.

As a preventative measure, 300 G's exterior design limits loitering by not utilizing furnishings or features that create space for people to congregate. Additionally, 300 G will utilize appropriate "no loitering" signage and post informational notices about its zero tolerance policy.

I. Preventing Youth Access

300 G will take every necessary precaution to prevent youth access to cannabis. Only adults over the age of 21, or over the age of 18 with a physician's recommendation, or a primary caregiver as defined in California Health and Safety Code § 11362.7 will be allowed to enter 300 G's store. Only adults over the age of 21 are authorized to work at our store.

Our strategies to prevent youth access to cannabis include:

- Strict age-verification requirements for hiring practices, store entry, and purchases;
- Responsible advertising and marketing practices that do not appeal to children and only target viewers over the age of 21;
- Requiring age verification on the landing page of our website;

- Ensuring all products meet child-resistant packaging requirements; and
- Providing educational materials to our customers, including best practices for preventing youth access to cannabis goods after those goods have left the retail facility and are in the hands of the consumer.



ATTACHMENT F

F1



F2

Contra Costa County**Fire Protection District**

May 4, 2022

Mr. Kevin Scudero
City of Antioch
Planning Division

Subject: 300 G St Cannabis Dispensary
300 G St., Antioch
Planning #: UP-22-01
CCCFPD Project No.: P-2022-017166

Dear Mr. Scudero:

We have reviewed the use permit application to establish a cannabis retail facility 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), and Local and County Ordinances and adopted standards:

1. Access as shown on plans appears 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. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

Aerial Fire Apparatus Access is required where the vertical distance between grade plane and the highest roof surface exceeds 30 feet as measured in accordance with Appendix D, Section 105 of the 2019 CFC. Aerial access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. At least one of the required routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and building.

2. Access gates for Fire District apparatus shall be a minimum of 20-feet wide. Access gates shall slide horizontally or swing inward and shall be located a minimum of 30 feet from the street. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock. Contact the Fire District for information on ordering the key-operated switch. (D103.5) CFC.

3. **Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site.** (501.4) CFC

Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 22 / 37 tons.

4. Changes of use or occupancy. Changes shall not be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code. (§102.3) CFC

Submit at least two sets of architectural drawings to the Fire District for review and pay the associated fees.

5. The developer shall submit a minimum of two (2) complete sets of building construction/tenant improvement 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.

- Fire sprinklers
- Fire alarm

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

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,



Michael Cameron
Fire Inspector

File: 300 G ST-PLN-P-2022-017166-LTR

ATTACHMENT H

From: [pam.c](#)
To: [Planning Division](#)
Subject: STOP THIS DISPENSARY!! YOU ARE BRINGING THE WRONG ELEMENT TO DOWNTOWN!!
Date: Thursday, June 2, 2022 3:20:05 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I'm not sure if intentional or slow mail but I was given almost no notice of your public hearing yesterday. I STRONGLY OBJECT TO A DISPENSARY DOWNTOWN- AND OPEN 7 DAYS A WEEK. IT IS BRINGING THE WRONG KIND OF TRAFFIC TO DOWNTOWN.

WHAT I DO NOT UNDERSTAND IS WHY THE DOWNTOWN IS NOT BUILT UP. IT IS ONE OF THE MOST BEAUTIFUL PARTS OF ANTIOCH AND COULD BE AN ASSET TO THIS CITY. BE SURE THAT AS USUAL I WILL VOTE OUT THE INEFFECTIVE OR CORRUPT CITY COUNCIL MEMBERS BRINGING OUR CITY DOWN(THOUGH I MUST SAY IN 30 YEARS IT HAS NOT BEEN WORKING). IN 1989 ANTIOCH HAD THE HIGHEST PROPERTY VALUES IN THE AREA. IT HAS BEEN SO MISMANAGED WE ARE AMONG THE LOWEST. I AM NOT SURE IF IT IS GREED, FRAUD, OR IGNORANCE. DO YOU PEOPLE LIVE HERE?? I JUST DON'T GET IT.

NEXT, WHO DO I APPLY TO TO FIND OUT WHO DECIDES WHETHER WE ARE ALLOWED AN ALTERNATIVE TO PG&E FOR ELECTRICITY? AGAIN, ANTIOCH HAS DONE A POOR JOB! ALMOST EVERY CITY IN THE COUNTY HAS MCE AS AN ALTERNATIVE. WE, THE SECOND LARGEST CITY IN THE COUNTY HAVE NO OTHER OPTION!! PLEASE LET ME KNOW WHO TO CONTACT.

THANK YOU,

PAM COURTWAY

Sent from [Mail](#) for Windows

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Economic Development Strategic Plan Adoption

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the 2022 Economic Development Strategic Plan including the “Reinvest Antioch” Economic Development Program – Action Plan and Toolkit.

FISCAL IMPACT

The action of adopting the EDSP does not have an associated fiscal impact. The implementation of suggested programs within the EDSP will be included in future budgets.

DISCUSSION

Staff is requesting the City Council adopt the final component of the Economic Development Strategic Plan (“EDSP”) process in the attached “Reinvest Antioch” Economic Development Program – Action Plan and Toolkit (Attachment B). The creation of the EDSP included the creation of several documents; processes that commenced, stalled, pivoted, and ultimately took on a different “shape” due to the pandemic; and numerous conversations with pertinent stakeholders that could influence Antioch’s economic development future.

Background

On December 10, 2019, the Antioch City Council authorized the City Manager to enter into an agreement with The Natelson Dale Group (“Consultant”) for Economic Development Baseline Data and Strategic Plan Services. The original scope of work included five tasks. Those tasks were:

1. Data Gathering and Analysis
2. Identifying Economic Drivers
3. Employment Center Screening and Recommendations
4. Creation of an EDSP(s) and Economic Development Tools Including Opportunity Zone Review

5. Optional EDSP Deployment

On September 22, 2020, the Consultant presented the results of Tasks 1-3 to City Council in the Economic Development Baseline and Strategic Plans presentation. During this presentation the Consultant provided information summarizing the background research on Antioch's current conditions that impact economic development; identified key industry clusters that should be targeted for future growth opportunities; reported on the input received from both the Summit meetings and individual stakeholder meetings; provided information related to the evaluation of 11 potential employment centers and the analysis that identified the top two, Somersville and Slatten Ranch; and explained how the information was going to be used to prepare a series of strategic action plans.

One of the original products of the EDSP process was the production of creative marketing videos to present to developers and site selectors. At this point, staff directed the Consultant to evaluate the impact COVID-19 was having on economic development specifically related to commercial real estate. Through discussions with individual stakeholders, the Consultant requested to hire a commercial broker with regional knowledge to provide details on the local market. In addition to COVID-19's impact, a new challenge presented itself as it related to the EDSP process and desired outcome. Staff reviewed previous Antioch EDSP's from 1981 and 1995 and concluded that many of the desired outcomes from the current EDSP process were consistent and in large part identical to those of prior plans. This created a necessity to identify why elements from the previous EDSP's were never fulfilled. The answer identified by the project team was the fact that no one evaluated Antioch's market advantages/disadvantages. The Consultant team identified elements needed to create competitive edges (advantages) for Antioch.

On June 22, 2021, the Consultant presented the Status Briefing to City Council on a refined list of target industries based on what was now known on COVID-19's impact to the region; elements of Antioch's unique competitive position including its advantages and challenges; and "whitepapers" on the costs of developing the top two employment centers (Attachment C). In addition to the Council presentation, staff met with individual Councilmembers and discussed the "whitepapers" in detail. After meeting with Councilmembers, the next step was to conduct similar meetings with landowners, developers, and site selectors. Once the team evaluated the elements of our discussions with Council, it was determined another pivoting in concepts needed to occur.

Current Analysis

Staff and the Consultant determined that simply identifying Antioch's advantages and challenges were not sufficient for creating a prosperous future for economic development. Other cities within the region and mega-region could claim similar advantages. Staff directed the Consultant to create a toolkit of incentives geared towards creating a greater competitive advantage for economic development in Antioch.

The Consultant created the "Reinvest Antioch" Economic Development Program – Action Plan ("Action Plan") and Toolkit ("Toolkit") (Attachment B). The Action Plan

emphasizes on the expansion of resources for investing in Antioch's economic future. The Action Plan has four distinct sections: Initiatives, Action Plan Program Summaries, Funding Sources/Financing Mechanisms, and Potential Target Industries.

The Action Plan introduces nine initiatives that create a connection to several elements identified by stakeholders throughout the EDSP process. The following is a summary of the initiatives:

1. Business Development (Job Creation) Pipeline

- a. Local business outreach focused on identifying actionable opportunities to support new job creation through growth of existing firms
- b. Near-term marketing focused on business attraction in Antioch's existing core industries (e.g., Health Care, Retail, Cannabis)
- c. Interface with regional industry cluster initiatives to cultivate business attraction opportunities, consistent with Antioch's niche in regional supply chains
- d. Expanded (longer-term) marketing focused on attraction of target industry clusters not currently well represented in Antioch

2. Real Estate Development Capacity / Site Readiness

- a. Flexible zoning to accommodate a range of employment-generating land uses
- b. Streamlined entitlement/permitting process for targeted land use and business types
- c. Specific Plan preparation (including program-level CEQA processes) for high-priority employment centers
- d. Strategic infrastructure investments and funding mechanisms
- e. Land assembly (limited application in response to specific, high-ROI opportunities)
- f. Marketing of special status areas (e.g., Opportunity Zones, cannabis zones, TOD sites)

3. Workforce Opportunity Initiative

- a. Commuter survey to collect strategic data on industries, occupations, remote-work status, and entrepreneurial propensities of out-commuting Antioch residents
- b. Interface with regional workforce development organizations to maximize participation of Antioch residents in current training/retraining programs focused on East Bay technology sectors
- c. Regional advocacy to expand availability of regional workforce development programs (and satellite facilities) within Antioch, ultimately positioning Antioch as a "center of excellence" for training within key Bay Area growth sectors
- d. Facilitation role to expand connection between targeted industry clusters and workforce development/education system (focusing training resources, internships, job postings, etc.)

4. Entrepreneurial Development / Startup Assistance

- a. Business incubation/acceleration program focused on packaging of startup assistance resources offered by other entities within region
- b. Development of brick-and-mortar incubator facility (this ultimately should be positioned as part of a “center of excellence” for a specific targeted industry cluster)
- c. Venture capital fund development
- d. Networking within East Bay industry cluster initiatives to cultivate “deal flow” of potential startups in Antioch
- e. Initiative to facilitate startups by Antioch residents

5. Direct Project Investment / Public-Private Partnerships

- a. Development impact fee waivers for targeted land uses and business types
- b. Land/building purchase for (e.g., incubator facility)
- c. Partnerships with targeted businesses/tenants to retrofit existing buildings for employment-generating uses
- d. Partnership with institutional entity (e.g., university) to establish research center or tech park

6. Leveraging Housing Demand to Promote Economic Development

- a. Incentives to encourage development of mixed-use villages (e.g., density bonuses for residential projects opting to include commercial/industrial components)
- b. Development agreements to require “economic development investments” for housing proposed on land zoned for commercial/industrial development

7. Regional Interface/Advocacy (ensure “fair share” participation/funding for Antioch)

- a. Industry cluster initiatives
- b. Workforce development initiatives
- c. Special initiatives (e.g., Northern Waterfront Economic Development Initiative, East Bay Innovation Cluster projects)

8. Funding/Resource Expansion

- a. Expand City’s capacity to pursue Federal/State funding resources on an ongoing basis (to support sustained investment in economic development incentives and other investments)
- b. Leverage City’s partnership with the existing Antioch Community Foundation and investigate options for expanding the Foundation’s direct investment in Antioch economic development projects and related foundational issues (see Initiative 9 below)
- c. Establish Antioch Economic Development Corporation (nonprofit organization), allowing for expanded options/flexibility for fund development and project deal structuring

- d. Allocate a portion of residential development impact fees (or community benefit payments derived from residential development agreements) to investment in economic development
- e. Earmark a portion of cannabis-generated City revenue for reinvestment in economic development

9. Coordination with City (and Other) Foundational Functions

- a. Public safety
- b. Placemaking (Downtown, waterfront, etc.)
- c. K-12 education system
- d. Housing solutions (addressing full spectrum of housing/homeless issues)

The Action Plan also identifies detailed components of each initiative including roles of the City and potential partner organizations, the priority of the initiative and its duration, and ideal program models where the initiative is already in place.

A major part of the Action Plan is the Toolkit of incentives that could provide a range of financial and non-financial based incentives to leverage and attract developers, site selectors, and businesses. The prioritization of the incentives would be based on the following criteria:

- Market opportunities (i.e., number and types of projects requesting incentives)
- Potential returns on investment (ROI) for alternative uses of City funds
- Acceptable levels of risk exposure for the City
- Need to balance the potential catalytic impacts of larger projects with the opportunities to support smaller businesses and startups
- Appropriate considerations of equity and inclusion
- Ability to shift program priorities based on the degree of success achieved by early investments or pilot projects

The Consultant has identified potential funding sources and financing mechanisms that could be used to incentivize private investment in commercial and industrial employment development. The following programs have been evaluated by the Consultant:

Potential Seed Funding (non-voter action required)

- Rescue Plan Act (ARPA) funds (Federal)
- Community Economic Resilience Fund (CERF) (State of California)
- California Infrastructure and Economic Development Bank (IBank)
- Developer fees and/or public benefits payments (to applied to residential development to funded associated needs for employment generation)

Tax Increment Financing (voter action required)

- Enhanced Infrastructure Financing Districts (EIFDs)
- Community Revitalization Investment Authorities (CRIAs)

With the adoption of the EDSP, staff will proceed with explorative exercises that will provide additional information to City Council on the potential implementation process and impacts of the tax increment financing mechanisms.

ATTACHMENTS

- A. Resolution
- B. “Reinvest Antioch” Economic Development Program – Action Plan and Toolkit
- C. Employment Centers Development – “Whitepapers”
- D. EDSP PowerPoint Presentation

RESOLUTION NO. 2022/XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE 2022 ECONOMIC DEVELOPMENT STRATEGIC PLAN AND ACTION PLAN INCLUDING THE “REINVEST ANTIOCH” ECONOMIC DEVELOPMENT PLAN – ACTION PLAN AND TOOLKIT

WHEREAS, the Antioch City Council adopted Resolution 2019/188 that authorized the City Manager to enter into an agreement with The Natelson Dale Group (“Consultant”) for Economic Development Baseline Data and Strategic Plan Services;

WHEREAS, the Consultant was tasked with (1) gathering and analysis of economic data, (2) identification of economic drivers for the City, (3) assessment of employment centers and making recommendations, (4) creation of an Economic Development Strategic Plan and economic development tools including a review of opportunity zones, which encourage development in distressed areas, and (5) optional economic development strategic plan deployment

WHEREAS, on September 22, 2020, the Consultant presented the results of Tasks 1-3 to City Council in the Economic Development Baseline and Strategic Plans presentation;

WHEREAS, the Consultant summarized background research on Antioch’s current conditions impacting economic development; identified key industry clusters that should be targeted for future growth opportunities; reported on input received from Summit meetings and individual stakeholder meetings; provided information related to evaluation of 11 potential employment centers and selection of Somersville and Slatten Ranch as the top two performers; and explained how the information would be used to prepare a series of strategic action plans;

WHEREAS, on June 22, 2021, the Consultant presented the Status Briefing to City Council on a refined list of target industries, elements of Antioch’s unique competitive position including its advantages and challenges, and “whitepapers” on the costs of developing the top two employment centers;

WHEREAS, after a series of meetings with City Councilmembers, staff directed the creation of a toolkit of incentives geared towards creating a greater competitive advantage for economic development in Antioch;

WHEREAS, the “Reinvest Antioch” Economic Development Program – Action Plan and Toolkit (“Action Plan”) emphasizes the expansion of resources for investing in Antioch’s economic future along with four distinct sections: Initiatives, Action Plan Program Summaries, Funding Sources/Financing Mechanisms, and Potential Target Industries;

WHEREAS, the Action Plan introduces nine initiatives that create a connection to several elements identified by stakeholders throughout the Economic Development

Strategic Plan process and includes the following is a summary of the initiatives:

1. Business Development (Job Creation) Pipeline

- a. Local business outreach focused on identifying actionable opportunities to support new job creation through growth of existing firms
- b. Near-term marketing focused on business attraction in Antioch's existing core industries (e.g., Health Care, Retail, Cannabis)
- c. Interface with regional industry cluster initiatives to cultivate business attraction opportunities, consistent with Antioch's niche in regional supply chains
- d. Expanded (longer-term) marketing focused on attraction of target industry clusters not currently well represented in Antioch

2. Real Estate Development Capacity / Site Readiness

- a. Flexible zoning to accommodate a range of employment-generating land uses
- b. Streamlined entitlement/permitting process for targeted land use and business types
- c. Specific Plan preparation (including program-level CEQA processes) for high-priority employment centers
- d. Strategic infrastructure investments and funding mechanisms
- e. Land assembly (limited application in response to specific, high-ROI opportunities)
- f. Marketing of special status areas (e.g., Opportunity Zones, cannabis zones, TOD sites)

3. Workforce Opportunity Initiative

- a. Commuter survey to collect strategic data on industries, occupations, remote-work status, and entrepreneurial propensities of out-commuting Antioch residents
- b. Interface with regional workforce development organizations to maximize participation of Antioch residents in current training/retraining programs focused on East Bay technology sectors
- c. Regional advocacy to expand availability of regional workforce development programs (and satellite facilities) within Antioch, ultimately positioning Antioch as a "center of excellence" for training within key Bay Area growth sectors
- d. Facilitation role to expand connection between targeted industry clusters and workforce development/education system (focusing training resources, internships, job postings, etc.

4. Entrepreneurial Development / Startup Assistance

- a. Business incubation/acceleration program focused on packaging of startup assistance resources offered by other entities within region
- b. Development of brick-and-mortar incubator facility (this ultimately should be positioned as part of a “center of excellence” for a specific targeted industry cluster)
- c. Venture capital fund development
- d. Networking within East Bay industry cluster initiatives to cultivate “deal flow” of potential startups in Antioch
- e. Initiative to facilitate startups by Antioch residents

5. Direct Project Investment / Public-Private Partnerships

- a. Development impact fee waivers for targeted land uses and business types
- b. Land/building purchase for (e.g. incubator facility)
- c. Partnerships with targeted businesses/tenants to retrofit existing buildings for employment-generating uses
- d. Partnership with institutional entity (e.g., university) to establish research center or tech park

6. Leveraging Housing Demand to Promote Economic Development

- a. Incentives to encourage development of mixed-use villages (e.g., density bonuses for residential projects opting to include commercial/industrial components)
- b. Development agreements to require “economic development investments” for housing proposed on land zoned for commercial/industrial development

7. Regional Interface/Advocacy (ensure “fair share” participation/funding for Antioch)

- a. Industry cluster initiatives
- b. Workforce development initiatives
- c. Special initiatives (e.g., Northern Waterfront Economic Development Initiative, East Bay Innovation Cluster projects)

8. Funding/Resource Expansion

- a. Expand City’s capacity to pursue Federal/State funding resources on an ongoing basis (to support sustained investment in economic development incentives and other investments)

- b. Leverage City's partnership with the existing Antioch Community Foundation and investigate options for expanding the Foundation's direct investment in Antioch economic development projects and related foundational issues (see Initiative 9 below)
- c. Establish Antioch Economic Development Corporation (nonprofit organization), allowing for expanded options/flexibility for fund development and project deal structuring
- d. Allocate a portion of residential development impact fees (or community benefit payments derived from residential development agreements) to investment in economic development
- e. Earmark a portion of cannabis-generated City revenue for reinvestment in economic development

9. Coordination with City (and Other) Foundational Functions

- a. Public safety
- b. Placemaking (Downtown, waterfront, etc.)
- c. K-12 education system
- d. Housing solutions (addressing full spectrum of housing/homeless issues);

WHEREAS, the Toolkit identifies a list of incentives that could provide a range of financial and non-financial based incentives to leverage and attract developers, site selectors, and businesses and provides a method of prioritizing the use of incentives based on the following criteria:

- Market opportunities (i.e., number and types of projects requesting incentives)
- Potential returns on investment (ROI) for alternative uses of City funds
- Acceptable levels of risk exposure for the City
- Need to balance the potential catalytic impacts of larger projects with the opportunities to support smaller businesses and startups
- Appropriate considerations of equity and inclusion
- Ability to shift program priorities based on the degree of success achieved by early investments or pilot projects; and

WHEREAS, the Toolkit identifies the following potential funding sources and financing mechanisms that could be used to incentivize private investment in commercial and industrial employment development:

Potential Seed Funding (non-voter action required)

- Rescue Plan Act (ARPA) funds (Federal)
- Community Economic Resilience Fund (CERF) (State of California)

- California Infrastructure and Economic Development Bank (IBank)
- Developer fees and/or public benefits payments (to applied to residential development to funded associated needs for employment generation)

Tax Increment Financing (voter action required)

- Enhanced Infrastructure Financing Districts (EIFDs)
- Community Revitalization Investment Authorities (CRIAs).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the 2022 Economic Development Strategic Plan including the “Reinvest Antioch” Economic Development Program – Action Plan and Toolkit.

* * * * *

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 13th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

NOES:

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

ATTACHMENT B



“REINVEST ANTIOCH” ECONOMIC DEVELOPMENT PROGRAM

ACTION PLAN AND TOOL KIT

Prepared for:
City of Antioch

August 1, 2022



PREPARED BY:



THE NATELSON DALE GROUP, INC.
YORBA LINDA, CA • www.natelsondale.com
O: 714.692.9596 • F: 714.692.9597

In association with:
TRI Commercial Real Estate Services, Inc.

Contents

1. Introduction.....	1
2. Overview of Proposed Initiatives	5
3. Action Plan Program Summaries	10
4. Potential Funding Sources/Financing Mechanisms	19
5. Potential Target Industries	27

Appendix A – East Bay Innovation Cluster (Build Back Better Funding Application)

Appendix B – Northern Waterfront Initiative (Build Back Better Funding Application)

Appendix C – Description of City of Santa Monica’s Development Agreement Practices

Appendix D – City of Carson EIFD Infrastructure Financing Plan

Appendix E – Program Overview for Community Economic Resilience Fund (CERF)

Appendix F – CALED Flyer on Financing Tools

VOLUME 2: INTERIM WORK PRODUCTS FROM STRATEGIC PLANNING PROCESS

DOCUMENT 2.1 – ECONOMIC AND DEMOGRAPHIC PROFILE (02-28-2020)

DOCUMENT 2.2 – EXECUTIVE SUMMARY OF INDUSTRY CLUSTER REPORT (04-22-2020)

DOCUMENT 2.3 – DRAFT CITYWIDE FRAMEWORK FOR ANTIOCH EDSP

DOCUMENT 2.4 – BRIEFING TO CITY COUNCIL, PRIORITIZING EMPLOYMENT CENTERS (09-22-2020)

DOCUMENT 2.5 – STRATEGY REVIEW WITH PANDEMIC (MEMORANDUM DATED 03-16-2021)

DOCUMENT 2.6 – OPPORTUNITY BRIEF FOR LONE TREE / SLATTEN RANCH EMPLOYMENT CENTER

DOCUMENT 2.7 – OPPORTUNITY BRIEF FOR SOMERSVILLE EMPLOYMENT CENTER

1. Introduction

This document outlines a “tool kit” of economic incentives, policies and other resources that the City of Antioch can potentially apply to achieve its primary economic development objectives of:

- Creating good-paying jobs
- Attracting real estate and business investment
- Increasing City fiscal revenue
- Encouraging a land use mix that supports an economically vibrant, high-amenity community
- Prioritizing economic development investments that promote social equity and enhance economic opportunities for historically disadvantaged persons, businesses and neighborhoods¹

Recognizing that the ultimate effectiveness of the City’s investment in economic development “tools” will largely depend on the strength of the City’s overall economic development program, the Action Plan positions the tool kit within a larger set of strategic actions and policies. Figure 1 on the following page depicts the overall Action Plan as a pyramid with the following levels:

1. Job Creation (top of the pyramid, representing the ultimate goal of the Plan)
2. “Tool Kit” of game-changing City investments and policies (second level of the pyramid, representing strategies that directly result in job creation)
3. Foundational policies and investments (third level of the pyramid, representing policy and investment decisions that will indirectly affect the City’s long-term effectiveness at economic development)
4. Funding and organizational support (bottom level of the pyramid, reflecting the need for substantially expanded financial and organizational resources to effectively support the Action Plan initiatives over time)

Consistent with the expected focus on social equity, the overall Action Plan is designed to facilitate an economic development process and other City resource decisions that are equitable and inclusive of the full range of affected stakeholders, ensuring that all Antioch residents have meaningful opportunities to benefit from the economic investments and other community improvements that result from implementation of the Plan.

This Action Plan is the culmination of an economic development strategic planning process that began in early 2020. Given the onset of the COVID-19 pandemic shortly after the process started, the strategic

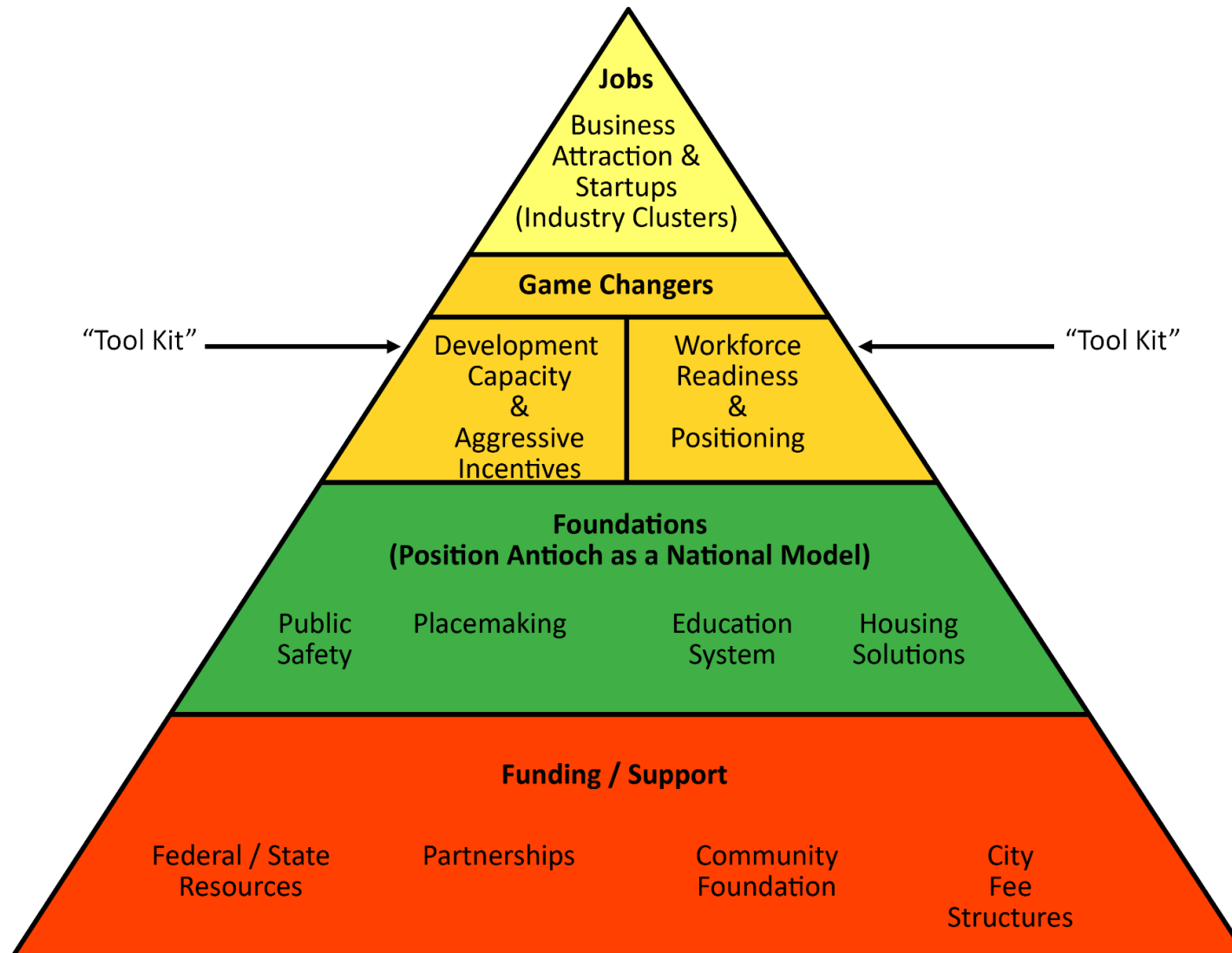
¹ As a starting point for tracking the unique needs and opportunities of disadvantaged communities, the City of Antioch has recently begin collecting information as part of its business licensing process that identifies a firm’s status as a Minority Business Enterprise (MBE), Women’s Business Enterprise (WBE), or Disabled Veteran Business Enterprise (DVBE).

planning effort “pivoted” to recognize a number of important socioeconomic issues and opportunities that emerged (or became more evident) during the pandemic. These issues included the following:

- A dramatic increase in “remote work” in response to stay-at-home orders, potentially paving the way for more permanent (i.e., post-pandemic) opportunities for remote workers and the communities where they live;
- An acceleration of the ongoing shift from brick-and-mortar retail to online shopping;
- Exacerbation of California’s housing affordability crisis;
- Changing patterns of land use demand in response to the above trends;
- Heightened concerns over social equity issues, including homelessness, community safety, and the need to expand economic opportunities for historically disadvantaged groups and places; and
- Fiscal strains on municipalities (and the availability of federal relief funds to mitigate these impacts).

The evolution of the strategic planning process is documented in a series of interim work products that are provided in a separate volume (Volume 2). Together, the Action Plan and Volume 2 constitute a comprehensive Economic Development Strategic Plan (EDSP) for the City of Antioch.

Figure 1. Positioning of City of Antioch's Economic Development "Tool Kit" within Larger Action Plan



"Reinvest Antioch" Action Plan and Tool Kit
The Natelson Dale Group, Inc.

Framework for Prioritizing City Investments

The Action Plan places significant emphasis on expanding resources for direct and indirect City investment in Antioch's economic future. Once resources are secured, they can be selectively applied to a range of Action Items (including specific "tools" such as financial incentives to developers, property owners and businesses) requiring financial resources in order to have a meaningful impact.

The intent of the fund development effort is to create a "war chest" of resources that would enable the City to be responsive to a range of possible funding requests (the nature of which cannot be realistically predicted in advance). Unless required by a particular funding source (e.g., a grantmaking agency), it is recommended that the City not pre-determine budget allocations to specific Action Plan tools. Rather, the overall "war chest" should be structured to allow the City a maximum level of flexibility in providing incentive packages that can be customized to respond to the needs of targeted projects as the market emerges.

Whereas it is important for the City to maintain flexibility in applying program resources in response to emerging needs and opportunities, the Action Plan provides a framework for prioritizing and allocating City investments, based on the following types of criteria:

- Market opportunities (i.e., number and types of projects requesting incentives)
- Potential returns on investment (ROI) for alternative uses of City funds
- Acceptable levels of risk exposure for the City
- Need to balance the potential catalytic impacts of larger projects with the opportunities to support smaller businesses and startups
- Appropriate requirements for equity and inclusion (i.e., requiring funding recipients to meet specified objectives)
- Ability to shift program priorities based on the degree of success achieved by early investments or pilot projects

The City's incentive programs should be structured around a competitive proposal/application process whereby applicants would need to fully demonstrate the feasibility of proposed projects as well as the expected outcomes in terms of job creation and social equity. Overall, the incentive programs should convey a strong message that Antioch:

- Invites new ideas
- Funds innovation
- Incentivizes community-enhancing development
- Prioritizes projects that directly expand opportunities for the resident workforce
- Is open to a range of incentive packages and deal structures, depending on the needs of (and potential community benefits from) individual projects

2. Overview of Proposed Initiatives

The recommended Action Plan is organized around nine major initiatives:

- Initiative 1: Business Development (Job Creation) Pipeline
- Initiative 2: Real Estate Development Capacity / Site Readiness
- Initiative 3: Workforce Opportunity Initiative
- Initiative 4: Entrepreneurial Development / Startup Assistance
- Initiative 5: Direct Project Investment / Public-Private Partnerships
- Initiative 6: Leveraging Housing Demand to Promote Economic Development
- Initiative 7: Regional Interface/Advocacy
- Initiative 8: Funding/Resource Expansion
- Initiative 9: Coordination with City (and Other) Foundational Functions

Outline of Program Components

The potential program components for each initiative are outlined below and further detailed on the tables in Chapter 3. (Programs with a recommended social equity component are noted parenthetically.)

1. Business Development (Job Creation) Pipeline

- a. Local business outreach focused on identifying actionable opportunities to support new job creation through growth of existing firms (social equity focus: targeted outreach to historically disadvantaged businesses, business owners and business districts)
- b. Near-term marketing focused on business attraction in Antioch's existing core industries (e.g., Health Care, Retail, Cannabis)
- c. Interface with regional industry cluster initiatives to cultivate business attraction opportunities, consistent with Antioch's niche in regional supply chains
- d. Expanded (longer-term) marketing focused on attraction of target industry clusters not currently well represented in Antioch (social equity focus: targeted outreach to regional firms with strong track records in promoting social equity)

2. Real Estate Development Capacity / Site Readiness

- a. Flexible zoning to accommodate a range of employment-generating land uses
- b. Streamlined entitlement/permitting process for targeted land use and business types
- c. Specific Plan preparation (including program-level CEQA processes) for high-priority employment centers (social equity focus: prioritize specific plan preparation in Antioch's most distressed business districts)
- d. Strategic infrastructure investments and funding mechanisms (social equity focus: prioritize infrastructure investments in Antioch's most distressed business districts)

- e. Land assembly (limited application in response to specific, high-ROI opportunities)
- f. Marketing of special status areas (e.g., Opportunity Zones, cannabis zones, TOD sites, etc.)

3. Workforce Opportunity Initiative

- a. Commuter survey to collect strategic data on industries, occupations, remote-work status, and entrepreneurial propensities of out-commuting Antioch residents (social equity focus: as an optional/voluntary component of the survey, allow respondents to identify their race/ethnicity/socioeconomic status for purposes of identifying unique opportunities/needs of these communities)
- b. Interface with regional workforce development organizations to maximize participation of Antioch residents in current training/retraining programs focused on East Bay technology sectors (social equity focus: identify opportunities to promote training opportunities for historically disadvantaged persons and neighborhoods)
- c. Regional advocacy to expand availability of regional workforce development programs (and satellite facilities) within Antioch, ultimately positioning Antioch as a “center of excellence” for training within key Bay Area growth sectors (social equity focus: identify opportunities to promote training opportunities for historically disadvantaged persons and neighborhoods)
- d. Facilitation role to expand connection between targeted industry clusters and workforce development/education system (focusing training resources, internships, job postings, etc.) (social equity focus: identify options to promote training, internship and employment opportunities for historically disadvantaged persons and neighborhoods)

4. Entrepreneurial Development / Startup Assistance

- a. Business incubation/acceleration program focused on packaging of startup assistance resources offered by other entities within region (social equity focus: identify opportunities for partnerships with regional organizations focused on startup assistance for historically disadvantaged persons and neighborhoods)
- b. Development of brick-and-mortar incubator facility (this ultimately should be positioned as part of a “center of excellence” for a specific targeted industry cluster)
- c. Venture capital fund development (social equity focus: evaluate options and potential funding sources for venture capital assistance specific to MBE/WBE/DVBE firms)
- d. Networking within East Bay industry cluster initiatives to cultivate “deal flow” of potential startups in Antioch
- e. Initiative to facilitate startups by Antioch residents (social equity focus: evaluate options and potential funding sources for startup assistance specific to MBE/WBE/DVBE firms)

5. Direct Project Investment / Public-Private Partnerships

- a. Development impact fee waivers for targeted land uses and business types
- b. Land/building purchase for (e.g.) incubator facility

- c. Partnerships with targeted businesses/tenants to retrofit existing buildings for employment-generating uses (social equity focus: prioritize partnerships that promote reinvestment in Antioch’s most distressed business districts)
- d. Partnership with institutional entity (e.g., university) to establish research center or tech park

6. Leveraging Housing Demand to Promote Economic Development

- a. Incentives to encourage development of mixed-use villages (e.g., density bonuses for residential projects opting to include commercial/industrial components)
- b. Development agreements to require “economic development investments” for housing proposed on land zoned for commercial/industrial development (social equity focus: evaluate options for directing developer-generated funds to programs/investments that directly benefit Antioch’s most distressed neighborhoods)

7. Regional Interface/Advocacy (ensure “fair share” participation/funding for Antioch)

- a. Industry cluster initiatives
- b. Workforce development initiatives
- c. Special initiatives (e.g., Northern Waterfront Economic Development Initiative, East Bay Innovation Cluster projects, etc.)

8. Funding/Resource Expansion

- a. Expand City’s capacity to pursue Federal/State funding resources on an ongoing basis (to support sustained investment in economic development incentives and other investments)
- b. Leverage City’s partnership with the existing Antioch Community Foundation and investigate options for expanding the Foundation’s direct investment in Antioch economic development projects and related foundational issues (see Initiative 9 below)
- c. Establish Antioch Economic Development Corporation (nonprofit organization), allowing for expanded options/flexibility for fund development and project deal structuring
- d. Allocate a portion of residential development impact fees (or community benefit payments derived from residential development agreements) to investment in economic development (social equity focus: evaluate options for directing these funding resources to programs/investments that directly benefit Antioch’s most distressed neighborhoods)
- e. Earmark a portion of cannabis-generated City revenue for reinvestment in economic development (social equity focus: evaluate options for directing these funding resources to programs/investments that directly benefit Antioch’s most distressed neighborhoods)

9. Coordination with City (and Other) Foundational Functions

- a. Public safety
- b. Placemaking (Downtown, waterfront, etc.) (social equity focus: prioritize placemaking initiatives and investments in Antioch’s most distressed business districts)

- c. K-12 education system (social equity focus: identify options to promote educational opportunities for historically disadvantaged persons and neighborhoods)
- d. Housing solutions (addressing full spectrum of housing/homeless issues)

The nine initiatives, outlined in detail in the next chapter, both stand alone as distinct categories and interact with one another in various ways. Selected “high level” interactions are summarized in the matrix on the following page.

Initiative Interaction Matrix

Initiatives	1. Business Development Pipeline	2. Real Estate Development Capacity	3. Workforce Opportunity Initiative	4. Entrepreneurial Development	5. Direct Project Investment /PPP	6. Leveraging Housing Demand to Promote ED	7. Regional Interface/ Advocacy	8. Funding/ Resource Expansion	9. Coord. with City (and Other) Foundational Functions
1. Business Development (Job Creation) Pipeline		Expands options for accommodating businesses	Align efforts	Supports entrepreneurs & entr. help expand	Options for accomm. bus.	Align efforts	Leverage regional resources, image	Build momentum	Options for accom. bus.
2. Real Estate Development Capacity / Site Readiness				Expands market options, both ways	Expands development options	Expands devel. options	Region as market	Expands devel. options	Expands devel. options
3. Workforce Opportunity Initiative				Complementary efforts		Coordinated complementarity	Coordinate efforts	Program support	Expands options for workers
4. Entrepreneurial Development / Startup Assistance					Expands opportunities for entr.	Market segment	Coordinate efforts	Program support	Placemaking helps attract
5. Direct Project Investment / Public-Private Partnerships`						Complementary efforts	Leverage regional assets	Key interface	Complementary efforts
6. Leveraging Housing Demand to Promote Economic Development							Regional coord. issue	Key interface	Key interface
7. Regional Interface/Advocacy								Leverage power of region in seeking \$	Leverage power of region for programs
8. Funding/Resource Expansion									Key interface
9. Coordination with City (and Other) Foundational Functions									

3. Action Plan Program Summaries

The tables below outline implementation parameters for each of the nine proposed initiatives.

INITIATIVE 1: Business Development (Job Creation) Pipeline	
<p>Brief Description of Initiative</p> <p>This initiative embodies the core economic development activities of business retention/expansion (BRE) and business attraction. Within the context of this Action Plan, the City’s BRE and attraction functions are expected to include both a near-term focus on opportunities stemming from Antioch’s existing market strengths and a longer-term “cultivation” of opportunities not currently present in the city. Collectively, these immediate and longer-term activities are intended to create a “pipeline” of business attraction leads, to which the City will respond with the expanded “tool kit” of incentives and deal-structure options (as outlined in the other initiatives below).</p> <p>Whereas the specific target industries is expected to evolve over time in response to emerging market opportunities, the Action Plan (Chapter 4) provides an initial working list of candidate industry clusters.</p>	<p>Potential Program Components</p> <ul style="list-style-type: none"> A. Local business outreach focused on identifying actionable opportunities to support new job creation through growth of existing firms B. Near-term marketing focused on business attraction in Antioch’s existing core industries (e.g., Health Care, Retail, Cannabis) C. Interface with regional industry cluster initiatives to cultivate business attraction opportunities, consistent with Antioch’s niche in regional supply chains D. Expanded (longer-term) marketing focused on attraction of target industry clusters not currently well represented in Antioch
City’s Roles in Implementation	This initiative will be a core, in-house function of the City’s Economic Development Department
Potential Partners	Antioch Chamber of Commerce, East Bay Economic Development Alliance (“East Bay EDA”), Contra Costa Economic Partnership (CCEP)
Priority Action Steps (Years 1-2)	Establish the framework of/for an effective BRE program; identify best practices and key performance indicators (KPIs), including social equity measures
Model Programs	East Bay Innovation Cluster (EBiC) – see Appendix A; Northern Waterfront Economic Development Initiative – see Appendix B; Ventura County Business Turnaround Assistance Program (https://edcollaborative.com/wp-content/uploads/2018/10/09-28-2018-Business-Turn-Around-Assistance-Program.pdf)

INITIATIVE 2: Real Estate Development Capacity / Site Readiness	
<p><i>Brief Description of Initiative</i></p> <p>This initiative focuses on positioning Antioch to attract the commercial and industrial development investment needed for employment creation. The recommended program components include varying degrees of City “intervention” to address the availability and cost competitiveness of commercial/industrial development sites.</p>	<p><i>Potential Program Components</i></p> <ul style="list-style-type: none"> A. Flexible zoning to accommodate a range of employment-generating land uses B. Streamlined entitlement/permitting process for targeted land use and business types C. Specific Plan preparation (including program-level CEQA processes) for high-priority employment centers D. Strategic infrastructure investments and funding mechanisms (potentially including formation of an Enhanced Infrastructure Financing District) E. Land assembly (limited application in response to specific, high-ROI opportunities) F. Marketing of special status areas (e.g., Opportunity Zones, cannabis zones, TOD sites, etc.) G. Social equity measures to accommodate and promote reinvestment in Antioch’s most distressed neighborhoods and business districts
City’s Roles in Implementation	This initiative will be coordinated by the City’s Economic Development Department in collaboration with the Community Development and Public Works Departments
Potential Partners	East Bay EDA, GoBiz, Commercial Brokers
Priority Action Steps (Years 1-2)	Place emphasis on existing employment centers; create industry specific marketing materials
Model Programs	Greater Portland Inc. (GPI) Development Roadmaps (community site readiness tool kit) – see: https://greaterportlandinc.com/assets/documents/Communities/Task-4-development-roadmaps-final-report-20200728.pdf

INITIATIVE 3: Workforce Opportunity Initiative	
<p><i>Brief Description of Initiative</i></p> <p>This initiative is intended to enhance the employment opportunities of Antioch’s resident workforce while simultaneously leveraging Antioch’s substantial population of out-commuters as a selling point for business attraction and entrepreneurial development. Designing the Workforce Opportunity Initiative around one or more targeted industry clusters would help to position Antioch as a “center of excellence” for those clusters.</p>	<p><i>Potential Program Components</i></p> <ul style="list-style-type: none"> A. Commuter survey to collect strategic data on industries, occupations, remote-work status, and entrepreneurial propensities of out-commuting Antioch residents B. Interface with regional workforce development organizations to maximize participation of Antioch residents in current training/retraining programs focused on East Bay technology sectors C. Regional advocacy to expand availability of regional workforce development programs (and satellite facilities) within Antioch, ultimately positioning Antioch as a “center of excellence” for training within key Bay Area growth sectors D. Facilitation role to expand connection between targeted industry clusters and workforce development/education system (focusing training resources, internships, job postings, etc.) E. Social equity measures to prioritize workforce development opportunities for historically disadvantaged persons, businesses and neighborhoods
<p>City’s Roles in Implementation</p>	<p>The City will primarily serve in coordination and advocacy roles. The core services would be provided by non-City entities; the City would partner with these entities to ensure that: 1) Antioch residents and employers take full advantage of available programs, and 2) Antioch receives a fair share of regional resources invested in new programs and facilities.</p>
<p>Potential Partners</p>	<p>Contra Costa Workforce Development Board, City of Antioch's Youth/Young Adult apprenticeship program</p>
<p>Priority Action Steps (Years 1-2)</p>	<p>Build the foundation of the program, focusing on direct connections to the existing programs of regional partners</p>
<p>Model Programs</p>	<p>East Bay Innovation Cluster (EBiC) – see Appendix A</p>

INITIATIVE 4: Entrepreneurial Development / Startup Assistance	
<p>Brief Description of Initiative</p> <p>This initiative recognizes the reality that Antioch will likely need to proactively cultivate business development opportunities in order to meaningfully expand the presence of targeted industry clusters not currently well established in the City. In this regard, direct City investment in a business incubator would provide an early, highly visible anchor for a “center of excellence” associated with a targeted industry cluster.</p> <p>City investment in an incubator facility could also provide immediate opportunities to put into productive use existing vacant or underutilized commercial buildings, thereby minimizing the potential for blight and reducing the likelihood of properties being rezoned for other uses such as housing.</p>	<p>Potential Program Components</p> <ul style="list-style-type: none"> A. Business incubation/acceleration program focused on packaging of startup assistance resources offered by other entities within region B. Development of brick-and-mortar incubator facility (this ultimately should be positioned as part of a “center of excellence” for a specific targeted industry cluster) C. Venture capital fund development D. Networking within East Bay industry cluster initiatives to cultivate “deal flow” of potential startups in Antioch E. Initiative to facilitate startups by Antioch residents F. Social equity measures to prioritize entrepreneurial development opportunities for MBE/WBE/DVBE firms
City’s Roles in Implementation	This program would be funded through the City but run by a third party (i.e., the City would potentially partner with a private developer and/or operator for the development of incubator facilities and programs).
Potential Partners	East bay EDA, GoBiz, CALED, SBDC
Priority Action Steps (Years 1-2)	Issue RFQ to develop local business incubation program focused on Antioch's key/target industries
Model Programs	<p>East Bay Innovation Cluster (EBiC) – see Appendix A</p> <p>Ventura County EDC Grow program (https://edcollaborative.com/edc-grow/) – partnership with SBDC</p>

INITIATIVE 5: Direct Project Investment / Public-Private Partnerships	
<p>Brief Description of Initiative</p> <p>This initiative is intended to complement and augment the real estate capacity and site-readiness strategies outlined under Initiative 2 above. Whereas Initiative 2 primarily focuses on the City’s traditional roles in zoning land and entitling development, Initiative 5 represents more intensive roles in which the City would provide direct financial support to key development projects and businesses.</p> <p>The City’s financial participation in development could be structured as grants, low-interest loans, or equity stakes, depending on the level of City resources available and the needs of specific targeted projects.</p> <p>In some instances, there may be operational advantages to carrying out the City’s development investments through a third-party development entity (such as the local Economic Development Corporation envisioned as part of Initiative 8).</p>	<p>Potential Program Components</p> <ul style="list-style-type: none"> A. Development impact fee waivers for targeted land uses and business types B. Land/building purchase for (e.g.) incubator facility C. Partnerships with targeted businesses/tenants to retrofit existing buildings for employment-generating uses D. Partnership with institutional entity (e.g., university) to establish research center or tech park
<p>City’s Roles in Implementation</p>	<p>The City’s Economic Development Department will be responsible for soliciting potential “deals” for City financial participation and recommending selected projects for funding approval by the City Council (reflecting investment criteria adopted by the City). Actual development activities will be carried out by private partners.</p>
<p>Potential Partners</p>	<p>Chamber, CCEP, East Bay EDA, and East Bay Leadership Council (EBLC)</p>
<p>Priority Action Steps (Years 1-2)</p>	<p>Establish an EDO/C (corporation)</p> <p>Develop “site readiness” incentive packages for targeted development sites (see Greater Portland model referenced under Initiative 2); prioritized incentives to promote reinvestment in Antioch’s most distressed business districts</p>
<p>Model Programs</p>	<p>San Pablo EDC and others</p>

INITIATIVE 6: Leveraging Housing Demand to Promote Economic Development	
<p>Brief Description of Initiative</p> <p>Current market trends suggest that there will be increasing pressure for the City to rezone commercial and industrial land for residential development. While the City recognizes the substantial need for additional housing in the region, the potential loss of future non-residential development could significantly undermine the City’s longstanding efforts to improve its jobs/housing balance.</p> <p>This initiative seeks to achieve a balance between residential and employment land uses whereby the enhanced land value (to a property owner) associated with rezoning (or up-zoning) land can be leveraged as a tool to encourage or require concurrent investment in non-residential development.</p>	<p>Potential Program Components</p> <ul style="list-style-type: none"> A. Incentives to encourage development of mixed-use villages (e.g., density bonuses for residential projects opting to include commercial/industrial components) B. Development agreements to require “economic development investments” for housing proposed on land zoned for commercial/industrial development
<p>City’s Roles in Implementation</p>	<p>The City’s Economic Development Department will take the lead in crafting policies for the City Council’s approval; implementation of the policies and negotiation of development agreements would be carried out by the Economic Development and Community Development Departments.</p>
<p>Potential Partners</p>	<p>ABAG, EBLC, CCEP</p>
<p>Priority Action Steps (Years 1-2)</p>	<p>Identify key characteristics of qualified properties with maximum potential</p> <p>Evaluate options for directing developer-generated funds to programs/investments that directly benefit Antioch’s most distressed neighborhoods)</p>
<p>Model Programs</p>	<p>City of Santa Monica development agreement / “value capture” practices (see Appendix C)</p>

INITIATIVE 7: Regional Interface/Advocacy (ensure “fair share” participation/funding for Antioch)	
<p>Brief Description of Initiative</p> <p>A number of existing and planned economic development initiatives in the East Bay region can potentially benefit Antioch. These programs can be viewed as networking opportunities through which Antioch can augment its “pipeline” of business development and investment leads.</p> <p>Whereas regional initiatives offer potential collaborative benefits, they also realistically involve some degree of competition among the individual jurisdictions within the region (some of which may have inherent advantages over Antioch by virtue of their size and location). Antioch’s ability to effectively capture “fair shares” of the resources and development opportunities generated by these regional initiatives will require active/ongoing participation by City representatives.</p> <p>Antioch’s direct participation in regional initiatives can also help to ensure that strategic focus of the initiatives (e.g., selection of target industries) are aligned with Antioch’s economic development potentials.</p>	<p>Potential Program Components</p> <ul style="list-style-type: none"> A. Industry cluster initiatives B. Workforce development initiatives C. Special initiatives (e.g., Northern Waterfront Economic Development Initiative, East Bay Innovation Cluster projects, etc.)
City’s Roles in Implementation	The City will primarily serve in coordination and advocacy roles; the Economic Development Department will be the main point of contact with these regional initiatives.
Potential Partners	CALED, GoBiz, EBLC, CCEP, Northern Waterfront Economic Development Initiative
Priority Action Steps (Years 1-2)	Convene “working group meeting” of key partners and establish priorities for mutual action/advocacy
Model Programs	The Central Coast Economic Recovery Initiative (https://cceri.org/)

INITIATIVE 8: Funding/Resource Expansion	
<p>Brief Description of Initiative</p> <p>This initiative is arguably the cornerstone of the overall Action Plan. The most significant “tools” for job creation in Antioch (as outlined in Initiatives 4 and 5) will require substantial financial investment in order to have a meaningful impact.</p> <p>Through Initiative 8, the City will systematically pursue external funding to support sustained investment in economic development incentives and other investments.</p> <p>Initiative 8 also seeks to augment the City’s organizational structure to include two non-profit entities that can expand the available range of funding sources and also provide more flexibility in terms of the types of deal structures possible for economic development investment.</p>	<p>Potential Program Components</p> <ul style="list-style-type: none"> A. Expand City’s capacity to pursue Federal/State funding resources on an ongoing basis (to support sustained investment in economic development incentives and other investments) B. Leverage City’s partnership with the existing Antioch Community Foundation and investigate options for expanding the Foundation’s direct investment in Antioch economic development projects and related foundational issues (see Initiative 9 below) C. Establish Antioch Economic Development Corporation (nonprofit organization), allowing for expanded options/flexibility for fund development and project deal structuring D. Allocate a portion of residential development impact fees (or community benefit payments derived from residential development agreements) to investment in economic development E. Earmark a portion of cannabis-generated City revenue for reinvestment in economic development F. Evaluate options for new economic development funds to programs and investments that directly benefit Antioch’s most distressed neighborhoods)
City’s Roles in Implementation	The City’s Economic Development Department will lead expanded efforts to pursue relevant Federal and State Funding; the Economic Development Department will also lead initial investigations of the desirability and feasibility of launching the Economic Development Corporation (which would ultimately be a separate, non-City entity).
Potential Partners	Community Foundation, GoBiz, CALED, EBLC
Priority Action Steps (Years 1-2)	Implement ED Financial Toolkit including establishing framework for EIFDs
Model Programs	(See additional details in Chapter 4 and the report appendices).

INITIATIVE 9: Coordination with City (and Other) Foundational Functions	
<p><i>Brief Description of Initiative</i></p> <p>This initiative addresses “foundational” topics that are beyond the scope of traditional/core economic development programming, but which are nevertheless crucial to the City’s potential success in attracting development and business investment. These topics include:</p> <ul style="list-style-type: none"> • The perception that Antioch is a high-crime community • The need to mitigate existing or potential blight in older areas of Antioch • Concerns about the quality of the K-12 education system (which affect both the workforce development pipeline and Antioch’s attractiveness as a place to live) • The image and practical challenges associated with a large homeless population • The need to create a full spectrum of housing choices that supports the City’s larger economic and workforce development objectives 	<p><i>Potential Program Components</i></p> <p>The City’s Economic Development Staff will systemically coordinate with other City departments (and external entities) to support resource augmentation (and effective public messaging about progress) on the following fronts:</p> <ul style="list-style-type: none"> A. Public safety B. Placemaking (Downtown, waterfront, etc.) C. K-12 education system D. Housing solutions (addressing full spectrum of housing/homeless issues) <p>Consistent with the “center of excellence” theme emphasized in other parts of the Action Plan, the Economic Development Department should seek to position these foundational programs as national models for addressing pervasive urban challenges.</p>
City’s Roles in Implementation	The City’s Economic Development Department will primarily serve in coordination and advocacy roles; the Department’s role in expanding Federal and State Resources could potentially be applied to these foundational issues
Potential Partners	Housing advocates, marketing team, PIO, AUSD, Chamber
Priority Action Steps (Years 1-2)	Convene “working group meeting” of key partners/stakeholders and establish priorities for foundational programs and investments undergirding Antioch’s economic development potentials; within this context, identify options for prioritizing placemaking investments in Antioch’s most distressed business districts and promoting educational opportunities for historically disadvantaged persons and neighborhoods
Model Programs	The Central Coast Economic Recovery Initiative (https://cceri.org/)

4. Potential Funding Sources/Financing Mechanisms

This chapter outlines funding sources and financing mechanisms that the City of Antioch could potentially pursue in order to establish the resource levels realistically necessary to incentivize private commercial and industrial investment in targeted employment centers. In particular, the following programs have been evaluated by the consultant team:

Potential Seed Money for “Antioch Economic Development War Chest” Concept

- American Rescue Plan Act (ARPA) funds (Federal)
- Community Economic Resilience Fund (CERF) (State of California)
- California Infrastructure and Economic Development Bank (IBank)
- Developer fees and/or public benefits payments (to applied to residential development to funded associated needs for employment generation)

Tax Increment Financing Mechanisms

- Enhanced Infrastructure Financing Districts (EIFDs)
- Community Revitalization Investment Authorities (CRIAs)

Table 1 on the next page provides an overview of the potential applicability of these programs to Antioch’s economic development efforts). The subsequent pages provide additional details for the programs deemed to be the highest priority action items for the City: IBank and EIFD’s.

TABLE 1. OVERVIEW OF POTENTIAL FUNDING SOURCES AND FINANCING MECHANISMS

Program/Funding Source	Eligible Uses	Strategic Advantages to Antioch	Next Steps for City
<i>Potential funding sources to underwrite “Antioch Economic Development War Chest” concept</i>			
American Rescue Plan Act (ARPA) funds (Federal)	Existing (time-limited) discretionary funds that can potentially be used for a wide variety of economic development investments	Can potentially directly incentivize targeted private investment in the near-term	Seek input from community and City Council on priority uses for these funds; commit a portion to “war chest”
Community Economic Resilience Fund (CERF) (State of California)	Current regional funding opportunity from the State of California; planning grants of \$5million per region; statewide implementation funding of \$500 million	Opportunity to align City with regional funding consortium (applications are not accepted from individual cities – the relevant region for application purposes is the overall Bay Area).	Determine status of regional application(s) for CERF funds and identify opportunities for Antioch to participate in funded programs
California Infrastructure and Economic Development Bank (IBank)	Generally applies to bondable investments in infrastructure supporting economic development and sustainability; some programs can be used to incentivize private manufacturing investment	City can position itself as a “concierge” connecting local projects and firms to prospective funding	Allocate City staff time to further research most relevant IBank programs and position City to submit funding applications as Action Plan priorities are established
Developer fees and/or public benefits payments (see City of Santa Monica example in Appendix C)	Potential source of discretionary funds to support economic development programs/incentives	Positions housing entitlements (especially on land zoned for non-residential use) as a “value enhancement” benefit provided to landowners; program concept is to capture community benefit payments (to be earmarked for economic development) based	Investigate potential program guidelines (with input from City Council and development community)

Program/Funding Source	Eligible Uses	Strategic Advantages to Antioch	Next Steps for City
		on the recognition of the nexus between housing development and the need for local employment opportunities	
<i>Current (post-redevelopment) tax-increment financing tools (potentially useful in funding infrastructure improvements as a catalyst/incentive for private investment in targeted employment centers)</i>			
Enhanced Infrastructure Financing Districts (EIFDs)	Infrastructure financing; land acquisition (financing but not ownership); environmental remediation; affordable housing	Limited use of eminent domain; potential tax increment can apply to more than property taxes; can issue bonds without voter authority	Need to develop tools to encourage other taxing agencies (especially Contra Costa County) to participate; initiate feasibility/ planning studies to establish EIFD (potentially use ARPA funds to underwrite this effort)
Community Revitalization Investment Authorities (CRIAs)	Infrastructure financing; land acquisition (broader powers than EIFD); environmental remediation; affordable housing	Broader use (compared to EIFD) of eminent domain; can issue bonds without voter authority	N/A – EIFD is a better option for Antioch

IBANK PROGRAMS

The California Infrastructure and Economic Development Bank (IBank) was created in 1994 to finance public infrastructure and private development that promote a healthy climate for jobs, contribute to a strong economy and improve the quality of life in California communities. IBank has broad authority to issue tax-exempt and taxable revenue bonds, provide financing to public agencies, provide credit enhancements, acquire or lease facilities, and leverage State and Federal funds. IBank's current programs include the Infrastructure State Revolving Fund (ISRF) Loan Program, California Lending for Energy and Environmental Needs (CLEEN) Center, the Climate Catalyst Revolving Loan fund [currently focused on forest thinning], Small Business Finance Center, and the Bond Financing Program.

Table 2 on the next page highlights the IBank programs that are potentially most relevant to Antioch.

TABLE 2. SELECTED CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK (IBANK) PROGRAMS AND POTENTIAL LINK TO ANTIOCH INITIATIVES

IBank program	Examples of relevant program eligibility	Initiatives	
		#	Description
All programs	Apply generally	8	Funding sources
Infrastructure State Revolving Fund	Drainage, water supply and flood control	9.b; 2.d	Placemaking; real estate development strategic infrastructure
	Port facilities	9.b; 7.c	Placemaking; regional special initiatives
	Educational, cultural and social facilities	4.b; 5; 2.d	Develop incubator; direct project investment; real estate development strategic infrastructure
	Power and communications facilities (energy efficiency)	4.b; 5	Develop incubator; direct project investment
Industrial Development Bonds (tax-exempt)	Funds to support development of manufacturing and processing facilities for private companies	1	Business development
501 (c) (3) Bonds (tax-exempt)	Funding for nonprofit public benefit corporations	9.b; 4.b	Placemaking; develop incubator
Public Agency Revenue Bonds	Projects that enhance infrastructure, or the economic, social or cultural quality of life	9.b; 2.d	Placemaking; real estate development strategic infrastructure
Exempt Facility Bonds (tax-exempt)	Airports, docs and wharves (government owned and privately used properties)	9.b	Placemaking
Small Business Programs: Loan Guarantees	For assisting small businesses that experience capital access barriers	4	Entrepreneurial development
Climate catalyst program: CLEEN Program	Building technological upgrades that support energy/ resource efficiency	5	Direct project investment

CALIFORNIA CURRENT TAX INCREMENT FINANCING TOOLS

The California Association for Local Economic Development (CALED), in their 2020 flyer, *California Economic Development Financing Tools*, compared the financing tools under the former redevelopment agencies (RDAs) with the “replacement” tax increment financing capabilities represented by Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization Investment Authorities (CRIAs). Part of CALED’s mission in doing this was to highlight the gaps in forming and using EIFDs and CRIAs that limit their usefulness to cities. In response to input from CALED and others, the State Legislature has enacted measures to facilitate the formation and other details related to EIFDs and CRIAs (e.g. SB 780), although these refinements have not necessarily resolved all issues related to these tools.

In their flyer, CALED states that, “our members have found that EIFDs and CRIAs are only feasible for a small number of cities who have a larger share of property tax revenues [compared to many cities that have minimal shares of property taxes] and significant new development in the proposed district.” A related issue is the cities’ burden of commitments related to former redevelopment agencies and holdings.

Otherwise (based on the CALED flyer), the powers and financing options associated with EIFDs and CRIAs closely parallel those of the RDA, albeit with restrictions on capture of tax increments associated with school districts and other entities (where consent to participate is required). Some key differences between EIFDs and CRIAs include the fact that land conveyance is not available through EIFD but is in a limited sense possible with CRIA. Maintenance of improvements financed by EIFD is permitted under that program but not under CRIA (and was also not a power associated with RDA). Of the two programs, CRIA has a stronger focus on affordable housing.

The issue of municipal property tax share would seem to be minimal for Antioch, which has a share of property tax receipts at the upper end of the typical municipality range. From our review of the budget, commitments to the former redevelopment agency appear to be manageable. Some cities that are attempting to implement EIFD programs have designated very large districts, including scattered, non-contiguous sites. This approach would appear to be compatible with Antioch’s development interests in multiple locations.

City of Carson (Los Angeles County) EIFD Example

The City of Carson is currently embarked on setting up an EIFD program, and an overview of the characteristics of their program² is instructive (and contextually relevant to Antioch):

- The proposed Carson EIFD encompasses 1,735 acres of land, representing 14% of the City's area. The attached map illustrates the “scattered sites” (and multiple-sized sites) nature of Carson’s proposed District area, which could be an approach also adopted by Antioch (i.e., spread across the multiple, non-contiguous employment centers that are the focus of this Action Plan).

² <https://ci.carson.ca.us/communitydevelopment/EIFD.aspx>

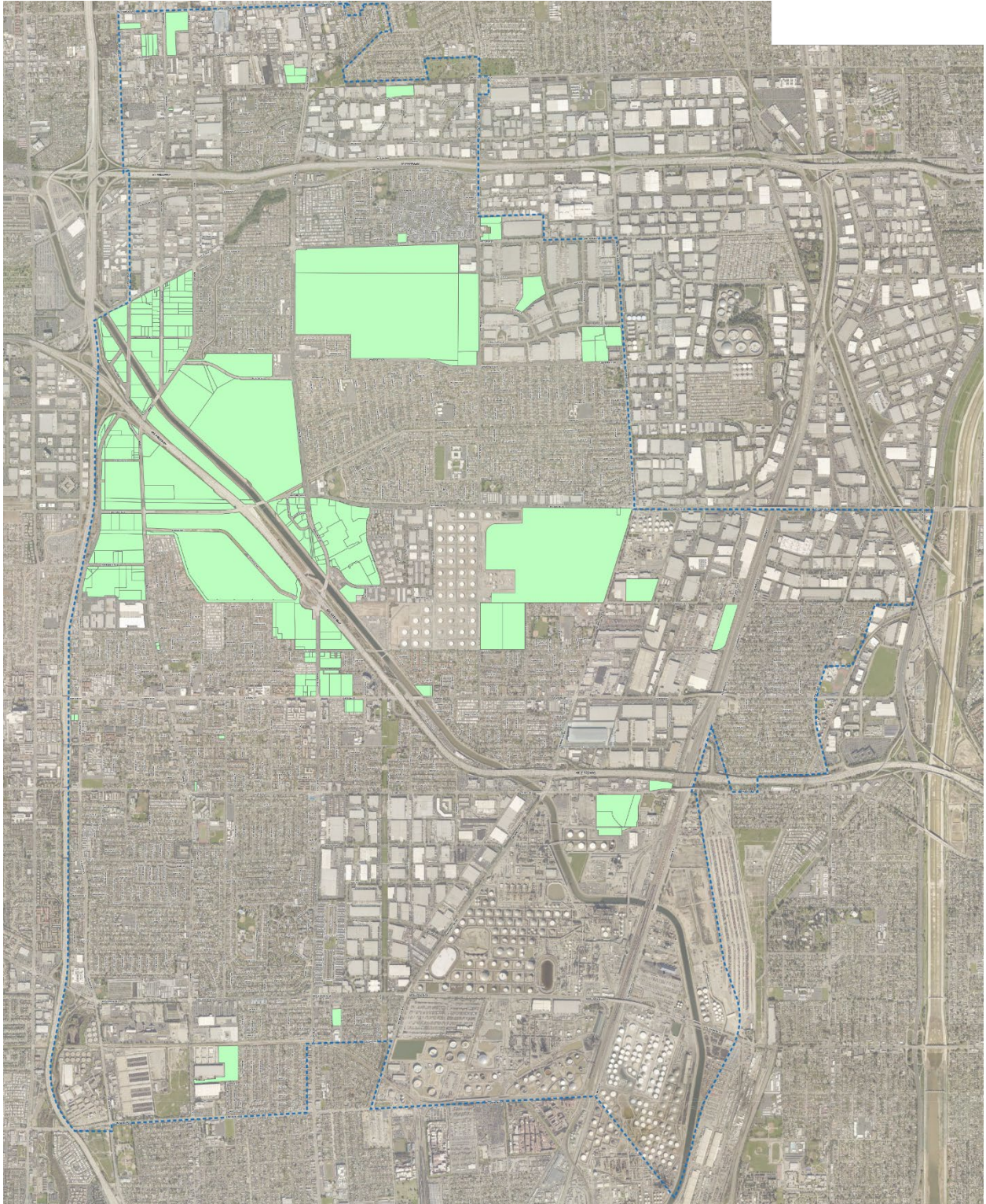
- The program is being formulated in partnership with the County of Los Angeles. (Participation by Contra Costa County would significantly expanding the property tax increment that would be generated by an EIFD in Antioch.)
- The overall objective is “to support needed public infrastructure, low and moderate income and workforce housing, rehabilitation, and environmental mitigation and remediation of brownfields of [certain] properties.”
- The City established a separate entity, the Public Financing Authority (PFA), that will oversee the creation and management of the Carson EIFD. (Antioch already has such an entity in place, which could potentially be adapted to address the needs of an EIFD.)

Entities forming an EIFD must prepare an Infrastructure Financing Plan (IFP) that includes descriptive material, various findings required for District formulation, goals related to specific District components, and other details. The heart of the IFP is a Financing Section addressing the following (in the Carson IFP and also statutorily required):

- A specification of the maximum portion of the incremental tax revenue of the city or county and of each affected taxing entity proposed to be committed to the district, for each year.
- A projection of the amount of tax revenues expected to be received by the District in each year.
- A plan for financing the public facilities to be assisted by the District, including a detailed description of any intention to incur debt.
- A limit on the total number of dollars of taxes that may be allocated to the District pursuant to the plan.
- A date on which the District will cease to exist.
- An analysis of the costs to the city or county of providing facilities and services to the area of the District while the area is being developed and after the area is developed.
- An analysis of the projected fiscal impact of the District and the associated development upon each affected taxing entity.
- A plan for financing any potential costs that may be incurred by reimbursing a developer of a project [meeting certain criteria].

As may be clear from the preceding, preparation of the IFP is a major undertaking on its own, and represents only a portion of the effort (and cost) required to establish and manage an EIFD. Ideally, Antioch could apply federal (e.g., ARPA) funds to establishing the EIFD, if the City chose to establish a District.

City of Carson (Los Angeles County) EIFD Boundary Map



5. Potential Target Industries

As part of the process of preparing this Action Plan, the City commissioned an industry cluster study (detailed in a separate document) to identify potential employment growth targets for Antioch. In addition, the City sought input from key stakeholders (including TRI Commercial) to identify potential emerging industries that do not currently show up as strong in traditional industry cluster data. Based on these sources, potential target industries for Antioch are summarized on Table 3 on the following page.

It should be emphasized that the list of “candidate” industries is intended to provide a general indication of the types of activities that Antioch is well-positioned to pursue. It is not intended to define “winners and losers” for purposes of prioritizing the City’s project investments. It is entirely possible that viable funding requests from business types not listed on the table will present attractive opportunities for the City.

TABLE 3. LIST OF CANDIDATE CLUSTERS FOR ANTIOCH’S TARGET INDUSTRY PROGRAM

Strategic Approach	Local-serving Clusters	“Traded” Clusters
Build on (or facilitate repositioning of) Antioch’s existing core strengths	<ul style="list-style-type: none"> • Health services • Retail/personal services • Hospitality • Local real estate and construction services • Food and beverage processing/distribution • Local utilities 	<ul style="list-style-type: none"> • Construction products (manufacturing) • Water transportation • Environmental services (waste management) • Distribution/electronic commerce
Tap into dominant East Bay industry clusters that are not currently well represented in the city		<ul style="list-style-type: none"> • IT and analytical instruments • Medical devices mfg. • Automotive mfg. • Biopharmaceuticals • Education and knowledge creation • Business services
Cultivate or respond to emerging industries that do not currently show up as strong in industry cluster data		<ul style="list-style-type: none"> • Cannabis-related • Biosynthetic and or advanced food manufacturing • MakerTech (including possible focus on Drones/Robotics) • Logistics • Wholesale trade for value-added industries (e.g., value added food industries, biosynthetic construction materials, agricultural products from East County and Central Valley) • R&D facilities (e.g., life science, biosynthetic building materials) • University/community college field stations related to onsite R&D activities

Source: TNDG; TRI Commercial

APPENDIX A

East Bay Innovation Cluster (EBiC)

Application for Build Back Better Regional Challenge
(EBiC has been selected as a finalist for funding)

East Bay Innovation Cluster Vision

The East Bay Innovation Cluster (EBiC) consists of four complementary projects that strategically position the East Bay as an innovation hub in Life Sciences, Technology, Mobility/Smart City Infrastructure and Artificial Intelligence (AI). All of the proposed projects will strategically leverage BART's infrastructure and developable land, as well as support BART's core mission as the region's premiere public transit agency.

Critical to our region's ability to achieve maximum industry-sector growth is the concurrent evolution of the built environment to meet the infrastructure, facility and workforce housing needs. EBiC programs will be housed in state-of-the-art facilities to be constructed or retrofitted at or near BART's urban-core stations. Our experienced proposal partners will leverage their regional industry strengths – in Life Sciences and Technology – that exist today - but have been predominantly absent from the marginalized communities of color found in the East Bay.

Our goal is to promote equity and inclusion as well as the acceleration of the Life Sciences and Technology that will drive our future growth. We will create career/employment, small business and wealth building opportunities through comprehensive educational, workforce development, mobility, early childcare support and other human infrastructure initiatives. We plan to bring cutting-edge mobility and life sciences innovations to market by positioning supercomputer data processing near BART's region-wide fiber optic and uninterrupted power supply network.

BART, as one of the largest landowners in the region, has proactively advanced the public-private development of its land with a goal (among others) to grow the jobs base in the East Bay. The EBiC will initially engage three privately entitled Transit-Oriented Development (TOD) sites (Mandela Station, Lake Merritt and 19th St./Eastline) to accommodate industry growth and drive equitable outcomes through immediate private sector investment. BART is currently completing an FTA-funded jobs-attraction strategy for a segment of its land further south in the East Bay that expands the reach of this cluster, ultimately connecting to Silicon Valley.

We are a coalition of doers with undisputable experience, broad community and stakeholder relationships, global business leadership and an unwavering sense of duty to rectify the absence of financial stability in underserved communities.

Key Projects To Develop the East Bay Innovation Cluster (EBiC)

Project 1 – Develop a unified life sciences incubation/acceleration program to foster innovation and emerging technologies - while integrating entrepreneur and workforce development and internship programs to advance diversity, equity and inclusion in the Life Science industry.

CLSI and QB3 will together build a new life sciences workforce development and internship program and expand on their existing incubation/accelerator programs providing opportunities to East Bay residents who have had little to no previous access to the life sciences industry.

The Mandela Station Life Sciences Workforce Development and Internship Program will be a collaboration with QB3, CLSI and the Oakland Private Industry Council (PIC), a 501(c)(3) with over 30 years of innovation in East Bay workforce development initiatives. Program leadership and operations will be led by CLSI. Their strong relationships with Bay Area regional colleges and universities are valuable resources when engaging students to join the life sciences industry. The program will build hands-on, industry-relevant training opportunities connecting their students to careers in the life sciences industry.

The initial pilot of the EBiC Life Sciences Incubator/Accelerator will be housed at the centrally located West Oakland BART Transit Oriented Development (TOD) known as Mandela Station.

The site is accessible from UC Berkeley, a source of some of the most significant scientific advances of the era, as well as UC San Francisco, the UC system's core life sciences research facility. Mandela Station will house an ecosystem to support diverse and nimble early/mid-stage life sciences companies, such as graduates of QB3's incubators and also more mature life sciences companies. The fully equipped facility will be designed to exploit the Bay Area's unique convergence of life science and digital technology - housing a unique array of high-performance computing capability.

The incubation/accelerator initiative is intended to capture companies graduating from QB3 startup facilities in Berkeley and other regional locations and provide them with transit-oriented, affordable, research and development (R&D) facilities specifically designed to facilitate biotech research. By capturing companies graduating from QB3, companies are retained inside the EBiC and contribute to the regional economic growth and intellectual property development.

Mandela Station's design will include the provision of and access to a state-of-the-art suite of tools such as supercomputing, software applications, AI and high-speed data transmission infrastructure. These facilities and technology resources will significantly increase time-to-market capabilities of early-stage entrepreneurs, as well as established life sciences companies. The intent is to tap into the wealth of intellectual property being generated by University of California, Stanford and the greater Bay Area private life sciences ecosystem. Recent growth in this industry sector has created a tremendous demand for services and space and the state's needs to maintain its leadership in life science innovation.

As later discussed in Project 4, Mandela Station plans to install a central supercomputing resource and tap into the existing fiber optic network installed throughout the BART system right(s) of way. The EBiC Life Sciences Incubator/Accelerator will establish strategic differentiation and long-term global competitiveness for the region. The project will showcase a model for transforming data from curriculums and research into a quantifiable benefit for local communities. The design, construction and ownership of the facilities will also adopt the Leadership in Engineering Equitable Participation (LEEP) initiative best practices to achieve socially responsible, equitable and inclusive development of the facility.

Mandela Station and its EBiC Incubator will have a significant impact on the overall East Bay economy. We calculate that over five years, we will house approximately 132 companies generating over 1,100 new jobs yielding direct added regional economic growth of \$258M. The workforce development component will serve 800 clients from the local community and, at an 85% placement rate in positions with a \$60,000+ starting salary (typical for the life sciences industry in the Bay Area), it will yield \$65M in salaries and benefits going directly into this severely disadvantaged demographic. The multiplier effect of these job placements will drive the total to approximately \$140M in new economic activity for West Oakland residents.

Summary of Project 1 Benefits: 1) practical workforce development training, an internship program and a biotech incubator for primarily people of color that result in high paying jobs in the Bay Area's fastest growing industry, 2) royalty revenue streams for University of California, 3) small business enterprises providing a pathway of access for entrepreneurs of color to new innovations in the markets of the future, 4) bringing life sciences cluster uses to Mandela Station and its adjacent West Oakland development sites and 5) approximately 132 companies generating over 1,100 new jobs yielding \$65M in salaries and benefits.

Matching Funds: Life sciences industry partners, California State, U.C. Office of the President, and Enhanced Infrastructure Financing District (EIFD) Funding

Project 2 – Develop an innovative mobility ecosystem that leverages BART’s infrastructure and smart city technologies to enhance the mobility connecting the Life Sciences and Tech clusters

As the lead applicant and head of this initiative, BART provides the critical infrastructure asset that physically links multiple Bay Area economic clusters together - including the emergent life sciences, academic and tech clusters in the East Bay. The EBiC will focus on incubating holistic, cutting-edge and scalable mobility solutions that complement the BART regional system.

For example, EBiC solutions will involve the deployment of distributed AI enabled computing systems tied to advanced sensor technologies (i.e., radar, lidar and ultrasonic) to incorporate AI enabled vehicle-to-infrastructure technologies to enhance fields-of-vision and facilitate safe adoption of autonomous vehicle technologies. Among many benefits, this automated technology will enable more robust last-mile connectivity to BART – including assisting those with disabilities. The technology also enables the future integration of multiple public transit modalities that connect to BART as well as regional automated delivery of goods and services.

These systems will also evaluate roadway, parking conditions and traffic patterns to achieve safer, and more efficient roadways. Safe driving, walking and cycling programs (already partially funded by a recent \$28M climate grant from the State to the City of Oakland) will incorporate these new mobility solutions.

Another example is the evolution of Mobility-as-a-Service (MaaS) which involves integrating various modes of public and private transport into a single mobility service accessible on demand. MaaS uses hardware and app-based data solutions to improve operational management, access efficiencies and facilitate manned and autonomous shuttle services to link neighborhoods, including specific industry clusters, with BART stations. Other Mobility/Smart City solutions include electric vehicle innovations for cars/bikes, related energy/charging infrastructure and providing community Wi-Fi Access.

This project will both catalyze private investment by removing critical barriers associated with BART’s aging infrastructure and create high paying permanent jobs in sought-after fields related to operating and servicing new mobility infrastructure. In addition to enhancements to BART’s aging transportation infrastructure to support private investment in new commercial development, a new Mobility workforce development program will be created to upskill, train and employ new workers to install, operate and oversee these new technologies.

Summary of Project 2 Benefits: 1) systems and services that leverage BART’s rail and data networks, 2) new long-term revenue generation and resilience to BART, 3) private investment in the region by enhancing and extending BART’s service area and connectivity, 4) new entrepreneurial opportunities and high paying permanent jobs in sought-after fields related to installing, operating and servicing new mobility infrastructure, 5) accelerate the safety, adoption and implementation of autonomous technologies of the future and 6) enhancement of BART’s aging system and advance goals of increasing ridership and customer satisfaction.

One challenge for the project will be the time needed to realize and measure the benefits related to changes in travel behavior and job connectivity. Also, aligning the project to community needs will be very important. Our team will initiate a thoughtful stakeholder engagement strategy to understand the community’s needs, concerns and aspirations.

Matching Funds: State of California grants, Private Capital and Enhanced Infrastructure Financing District (EIFD), Institutional Investors

Project 3 – Develop complementary technology workforce development and Early Childhood Education & Care programs that foster diversity, equity and inclusion

The Mandela Station Technology Workforce Development Program will be co-led by Generation USA, ConSol USA, the Oakland Private Industry Council (PIC) and Mills College. The four entities will launch a variety of services from within the EBiC that recruit, train, directly employ and provide early childhood education and care for individuals from the regional cluster areas to work in various technology functional areas – Cybersecurity, Data Analytics, Database Management, Application Support, Network Engineering and IT Support.

Generation USA will lead technology vocational and professional training. They are the fastest scaling and largest global employment program as measured by annual volume for training and placing learners in sustainable careers. Generation has almost 3,800 employer partners and has shown Return-On-Investment gains – 80% of its graduates are employed in first job 6 months after job start, 3-5X increase in wages post-graduation and an 81% graduation rate.

ConSol will employ and manage the workforce and also contract with private/public sector companies and organizations to deliver outsourced technology services to them. ConSol customers may be located within the EBiC, in the region or nationally, since in many instances, outsourced technology services are rendered remotely. The goal is within 5 years to employ at least 1,000 people who have traditionally not had access to in-demand technology-based jobs. As full-time employees of ConSol, trained participants work for ConSol's clients as outsourced contract technology workers. In turn, ConSol provides support for long-term upwardly mobile careers with substantial income generating potential, full benefits, continued training and further up-skilling as needed. The work starts with the Oakland PIC who will handle on-the-ground community organization and outreach, engagement, recruitment, prospect intake and readiness triage. During the pilot, Mandela Station and/or Mills College will provide needed facilities.

In support of all aspects of the EBiC projects, Mills College will be providing Early Childhood Education And Care Services (ECEC) for students and staffs associated with the entrepreneur and workforce development initiatives. The pilot program includes two satellite lab schools located in two traditionally underserved communities in Oakland, CA – West Oakland, the site of the Mandela Station and an East Oakland location (to be determined). Both locales will make available early childhood education and care using a cross subsidization financial model to neighborhood families and EBiC participants to ensure equitable and sustainable childcare access for families across the income spectrum. ECEC centers will create 101 competitively paid teaching and administrative positions to support a student population of 264 children ages 0-5. The program locations become training sites for ECEC educators/practitioners (placement for Mills students) while advancing a national model for early childhood education and care workforce development and professionalization. The availability of these schools allows program participants with access to high-quality early childhood education and care at the same time they are experiencing upskilling.

Summary of Project 3 Benefits: 1) on-site training, virtual learning, internships at Mandela Station or another cluster location, 2) employment for at least 1,000 people over the course of 5 years to work in various high paying technology functional areas, 3) early childhood education and care using a cross subsidization financial model and 4) creation of 101 competitively paid teaching and administrative positions to support a student population of 264 children ages 0-5.

Matching Funds: Technology industry clients, Philanthropic Partners, Early Head Start, EIFD Funding

Project 4: Create an AI (Artificial Intelligence) Data Center & Innovation Hub

Another really exciting component of developing our Life Sciences/Tech Hubs, Mobility Ecosystem and small business and workforce development programs is the EBiC AI Supercomputing Data Processing Centers. These centers facilitate data transfer to/from the built-environment and everyday users, process complex large data sets and perform concurrent computations to enable effective decision-making.

These centers will meet an increasing global demand for sophisticated AI-enabled services to support bio-medical research and data/application services required for the smart city mobility initiatives (e.g., image and speech recognition, natural language processing, visual search and personalized recommendations). The initial pilot location will again be Mandela Station (which is currently under development by EBiC partner Strategic Urban Development Alliance, LLC), with other future data centers to be strategically implemented at or near BART TOD locations as deemed feasible and appropriate. The EBiC supercomputing systems, services and suite of software applications will provide life science tenants at Mandela Station the ability to process and transform complex data sets into new products and capabilities. These efficiencies materialize into economic benefit. This is a key advantage for smaller labs to ultimately become more competitive in the Biotech industry. The systems will also be tied to BART's regional fiber optic network and uninterrupted power supply to maximize the capabilities of system users. The supercomputer will also be made available to all life sciences and mobility partners to create AI hubs in other underserved communities that facilitate enhanced education and research.

We will use the data centers to facilitate the data services required to support the Smart City Mobility platforms and initiatives as described in Project 2 by allowing the coordination of transit solutions and connectivity throughout BART's 50 stations and its 131.4 miles of track. Additionally, the centers will give the education, small business and workforce development tenants as outlined in Project 3 a powerful high-performance computing, research and educational cyberinfrastructure. All this will take place in underserved communities of color.

This effort will also be sponsored by NVIDIA, a pioneer in accelerated computing who has the task of creating the pilot data center and expanding its successful NVIDIA Inception program to the EBiC. NVIDIA Inception is an incubation/acceleration platform for AI, data science and high-performance computing startups, providing critical go-to-market support, expertise and technology to over 400 AI start-ups. EBiC will likely be among the nation's first comprehensive incubator/accelerator to make AI a ubiquitous part of its economic development enterprise.

Summary of Project 4 Benefits: 1) support the incubation of bio-medical research and computational technologies as described in Project 1 above, 2) facilitate the data services as described in Project 2 needed to support the Smart City Mobility platforms and initiatives, 3) support education, small business and workforce development objectives as outlined in Project 3 and 4) provide supercomputer and AI data services to potential users throughout the region and particularly in underserved communities.

Matching Funds: Life Sciences and Technology industry partners

Appendix*Regional Assets*

Bay Area Rapid Transit District (“BART”)	<p>The San Francisco Bay Area Rapid Transit District (BART) is a heavy-rail public transit system that connects the San Francisco Peninsula with communities in the East Bay and South Bay. For more than 45 years BART has provided fast, reliable transportation to downtown offices, shopping centers, tourist attractions, entertainment venues, universities and other destinations for Bay Area residents and visitors alike. It comprises of over 131 miles of track covering 50 stations and a fleet of 916 train cars.</p> <p>BART is the EBiC’s lead applicant and is co-leading the Mobility, Infrastructure Improvement and Smart City Technology project.</p>
California Institute for Quantitative Biosciences (QB3)	<p>QB3 is the leading state institute dedicated to supporting the California innovation bio-economy with operations at the UC campuses at Berkeley, San Francisco, and Santa Cruz. The institute supports UC researchers and empowers Bay Area entrepreneurs to launch startup companies and partner with industry. Over its almost eighteen year of existence QB3 has brought in billions in external funding into the Bay Area economy and helped many hundreds of companies get started. With its affiliates, it has started three venture funds and run several incubators. Three of the companies it has funded or housed in its incubators (Zymergen, 4D Therapeutics, Caribou) are located in the East Bay and have had successful IPOs in the last year alone.</p> <p>QB3 will co-lead the development of the new combined life sciences workforce development/internship/incubation/accelerator program.</p>
California Life Sciences Institute (CLSI)	<p>CLSI is a non-profit (501(c)(3)) dedicated to the support of entrepreneurship, education, and workforce development in the life sciences. CLSI is the nonprofit arm of California Life Sciences, the state’s most influential and impactful life sciences membership organization (with over 400 member firms), advocating for the sector and its diverse innovation pipeline. For the last eight years, CLSI’s core advisory program has graduated 85 companies that have collectively raised over \$1.9B and have added almost 600 new life sciences jobs to the economy.</p> <p>CLSI will co-lead the development of the new combined life sciences workforce development/internship/incubation/accelerator program.</p>
Mills College	<p>Founded in 1852 and located in East Oakland, Mills College is the first women's college west of the Rockies and the oldest undergraduate college for women in the West. It proudly serves a diverse student body composed of 66% undergraduate students of color and 44% first-generation undergraduate students.</p> <p>As an institution of higher learning, Mills sponsors The Center for Transformative Action at Mills College. The Center for Transformative Action brings together students, thought and practice leaders, policy makers, and others to share ideas for building profitable, sustainable</p>

	<p>organizations and effective nonprofits to address social, environmental, and policy problems. The center hosts a high-profile annual conference in partnership with the Lokey School of Business and Public Policy chapter of Net Impact, an international organization of MBA students and professionals who are working for a sustainable future. The EBiC will work with The Center for Transformative Action to bring together and connect people and organizations to build a strong social enterprise ecosystem in the East Bay and greater San Francisco Bay Area.</p> <p>As one of the eligible applicants in this Phase 1 NOFO application, Mills will create the early childhood education and care centers in the EBiC to help support the workforce development programs in Life Sciences and Technology.</p>
Peralta Community College District	<p>Founded in 1964, the Peralta Community College District (PCCD) is a collaborative community of colleges comprised of Berkeley City College, College of Alameda, and Laney and Merritt colleges in Oakland, CA. The Peralta Colleges provide a dynamic multicultural learning environment offering accessible, high-quality educational programs and services, including two-year degrees, certificates and university transfer programs, to more than 30,000 students.</p> <p>The Peralta Colleges will work with all EBiC projects across internships, workforce development and early childhood education and care initiatives. Peralta strongly supports the EBiC's NOFO application but, unfortunately, a Letter of Support was not available before the NOFO application submission deadline.</p>
University of San Francisco School of Management	<p>Professor William (Billy) Riggs, PhD, AICP, LEED AP is a global expert and thought leader in the areas of autonomy and smart transportation, housing, economics and urban development. He has over 100 publications in these areas and has held additional academic appointments in city planning and transportation engineering from Cal Poly San Luis Obispo, UC Berkeley, San Jose State University, and the University of Louisville. In addition to his academic roles, Riggs also has almost two decades of experience working as an urban planner, policy maker, economist, and engineer. Riggs currently sits on the City of Palo Alto's Planning and Transportation Commission, is a member of the Transportation Research Board (TRB) Committee on Transportation Economics and provides strategy and consulting to multiple companies on smart mobility and urban development.</p>
Oakland Unified School District (OUSD)	<p>Local school district comprised of over 2,300 teachers and ~1,800 school staff responsible for ~52,000 students ranging from TK to 12th Grade that span across 124 schools and represent ~89% students of color.</p> <p>OUSD's students will benefit from the internship, educational and potential workforce development programs being offered through the EBiC. OUSD teachers and staff may benefit from the early childhood education and care services being offered by the EBiC.</p>

East Bay Economic Development Alliance (EDA)	<p>Founded in 1990, the East Bay EDA is a 150⁺ member organization that serves as the regional voice and networking resource for strengthening the economy, building the workforce and enhancing the quality of life in the East Bay.</p> <p>The East Bay EDA is a contractor to BART and will serve as the Regional Economic Competitiveness Officer.</p>
Association of Bay Area Governments (ABAG)	<p>ABAG is part regional planning agency and part local government service provider that provides research and analysis, education and outreach, and regional coalition coordination. ABAG's membership consists of all 9 Bay Area counties and associated cities. ABAG co-sponsored the Comprehensive Economic Development Strategy for the San Francisco Bay Area.</p> <p>ABAG strongly supports the EBiC's NOFO application and will help to build awareness and consensus across its East Bay constituencies.</p>
Building and Construction Trades Council of Alameda County (BTCA)	<p>The Building and Construction Trades Council of Alameda County is a coalition of 28 affiliated unions representing workers in various construction trades.</p> <p>The BTCA realizes the transformational value of the EBiC and its impact on labor union jobs.</p>
Cypress Mandela	<p>Cypress Mandela Training Center has provided high quality construction industry employment training, job preparation and job placement services in Alameda and Contra Costa Counties for more than 30 years.</p> <p>Cypress Mandela will facilitate and actively support the workforce development initiative related to the Mobility Ecosystem initiative.</p>

Industry Leadership

Project 1 – Life Sciences Innovation Hub

Sutro BioPharma	Member company of California Life Sciences. Committed to hiring BIPOC students who finish the EBiC workforce development training program, make Sutro's employees available to participate in EBiC's workforce development program, provide mentoring support for life science innovators in the EBiC incubator to translate their innovation into real-world products and create learning opportunities for future biotech professionals through education and internship programs.
nkarta Therapeutics	Member company of California Life Sciences. Committed to hiring BIPOC students who finish the EBiC workforce development training program, make Nkarta employees available to participate in EBiC's workforce development program, provide mentoring support for life science innovators in the EBiC incubator to translate their innovation into real-world products and create learning opportunities for future biotech professionals through education and internship programs.

	and ensure sustainability goals are met. TESIAC brings an experienced and interdisciplinary team and partners together with new and innovative technologies. TESIAC's integrated solution approach helps communities and corporate participants achieve their goals – Climate, Social Equity, Job Creation and Sustainable Development.
Star America Fund II GP, LLC/ Tikehau Capital	Star America is a wholly-owned subsidiary of Tikehau Capital SCA, a publicly listed entity on the regulated market Euronext Paris. Tikehau Capital SCA has €30.9 billion of assets under management (as of June 30, 2021) including €10.9 billion in its growing Real Assets platform (as of June 30, 2021). Star America's Fund II is providing an Equity Letter of Support to TESIAC Corp. as it pertains to matching share investment in the proposed infrastructure project related to mobility, energy, and smart city technology for the East Bay Innovation Cluster ("EBiC").
Loop Capital	Loop Capital is a full-service investment bank, brokerage and advisory firm that provides creative capital solutions for corporate, governmental and institutional entities across the globe. Loop Capital was founded in 1997 and is now one of the largest privately-held investment banks in the U.S. and the largest minority or women-owned investment banking firm in the world. Loop Capital is a strategic infrastructure capital partner for the development of the East Bay Innovation Cluster.
Acumen Building Enterprise	Acumen has participated in early brainstorming sessions. Headquartered and grown in Oakland, Acumen has been working in the transportation, mobility, and infrastructure space across the nation for more than 25 years. Acumen has gained experience, delivered, and been involved in transportation and infrastructure projects BART, Alameda County Transportation Commission (implementation of highway projects) and the City of Oakland (street improvement projects). Acumen will co-lead the Mobility initiative with BART, TESIAC and SUDA. Acumen has committed to interface with Oakland Unified School District and the Peralta Community College District to create job opportunities and mentoring and coaching programs.
SparkCharge	SparkCharge was founded in 2017 with the goal to build the world's largest mobile electric vehicle charging network through hardware, software, and partnerships. It's Roadie Charging System is a portable modular charging solution that makes charging accessible regardless of infrastructure. SparkCharge has committed to work with other EBiC industry partners to bring good-paying cleantech jobs to the EBiC.
AEKO Consulting	AEKO Consulting has participated in early brainstorming sessions. Oakland-based solutions integration firm specializing in the development, implementation, and maintenance of secure communication, mobility and renewable energy technology infrastructure. AEKO will provide program management and technology implementation services. Committed to hiring local talent as part of this initiative.

Beam Global	Beam Global is part of the TESIAC consortium. Based in San Diego, Beam produces sustainable Made in America patented products for electric vehicle charging, energy security and outdoor media. Beam is publicly traded on Nasdaq under the ticker BEEM. Beam Global is prepared to advance economic development within the region through local job creation, resilient infrastructure investment, and job access to disadvantage and underserved communities. TESIAC is one of the co-leads for the Mobility Ecosystem initiative and has helped to define the project's scope, approach and deliverables.
Arcimoto	Arcimoto is part of the TESIAC consortium and has agreed to provide their products and expertise to develop a cohesive mobility ecosystem strategy for the EBiC. Arcimoto (NASDAQ: FUV) develops and manufactures ultra-efficient and affordable electric vehicles to help the world shift to a sustainable transportation system. Arcimoto's flagship vehicle, the Arcimoto FUV®, is purpose-built for everyday driving and transforms ordinary trips into pure-electric joyrides.
OODA	OODA is part of the TESIAC consortium and has agreed to provide their products and expertise to develop a cohesive mobility ecosystem strategy for the EBiC. OODA is a global strategic advisory firm with deep DNA in global security, technology, and intelligence issues. OODA is comprised of a unique team of international experts lead by co-founders Matt Devost and Bob Gourley. Matt and Bob have been collaborating for two decades on advanced technology, intelligence, and security issues.
Via Mobility	Via is part of the TESIAC consortium and has agreed to provide their products and expertise to develop a cohesive mobility ecosystem strategy for the EBiC. Via Mobility is a pioneer in the TransitTech industry. Via's software provides an end-to-end solution to plan, optimize, and operate efficient and equitable transit systems - unlocking opportunity for all, and building resilient cities for the future. With over 500 transit partners, Via Mobility is present in 5 continents and its powerful digital infrastructure is responsible for over 90 million transit rides. Via Mobility's technology enables partners to create end-to-end transit systems: from planning better networks and streets to operating efficient public transit and student transportation.
Dannar	Dannar is part of the TESIAC consortium and has agreed to provide their products and expertise to develop a cohesive mobility ecosystem strategy for the EBiC. DANNAR is an Original Equipment Manufacturer (OEM) of the first-ever mobile, off-road energy platform, providing off-grid export power for planned daily and seasonal needs and unexpected emergency response. Headquartered in Indiana, DANNAR is changing the way we work, build, repair and use electricity.
Juicebar EV	Juicebar is part of the TESIAC consortium and has agreed to provide their products and expertise to develop a cohesive mobility ecosystem strategy for the EBiC. JuiceBar is a pioneer in EV Charging stations and has been committed to building a global EV charging infrastructure since 2009.

	JuiceBar chargers are manufactured and assembled in America and can be found in hundreds of cities throughout North America. Their latest 300 Series ‘Gen 3’ chargers offer charge times that are 60-250% faster than the industry's standard Level 2 charger, offer unique safety features, and are network agnostic.
SF Bay Area CEDS Alignment – Goal 1: Objectives 1.2, 1.3, 1.4; Goal 2: Objectives 2.1, 2.2, 2.3, 2.4; Goal 3: Objectives 3.1; Goal 4: Objectives 4.1, 4.2, 4.4, 4.5	

Project 3 – Technology Workforce Development

Consol USA	ConSol will co-lead the Tech Workforce Development project and has helped to define the project’s scope, approach and deliverables. Based in Oakland, Consol is a minority-founded, owned, and led for-profit social enterprise that operates nationally, and is focused on providing outsourced technology services and staff augmentation to major corporations in the U.S. with talent drawn from underserved diverse populations. ConSol and Generation (the eligible applicant and co-lead) have entered into a national partnership to develop outsourced services in the rapidly growing technology sector that provides robust upward career mobility, economic opportunity, and wealth creation for people irrespective of gender, socio-economic background, or ethnicity. ConSol has committed to training and hiring the graduates of the Tech Workforce Development project.
SF Bay Area CEDS Alignment – Goal 1: Objectives 1.1, 1.2, 1.3, 1.4; Goal 2: Objectives 2.1, 2.2, 2.3, 2.4; Goal 3: Objectives 3.1; Goal 4: Objectives 4.2	

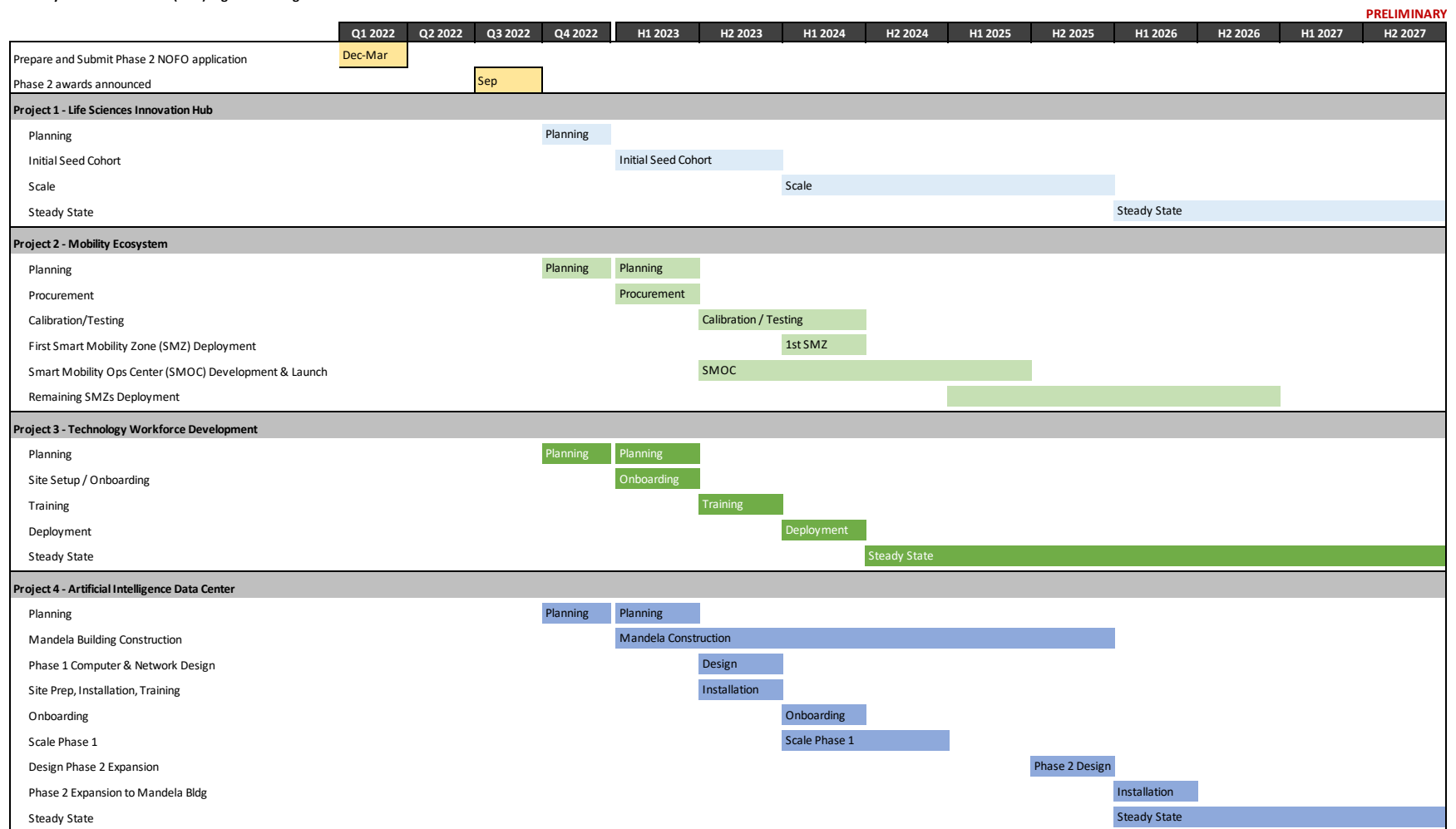
Project 4 – Artificial Intelligence Data Center

NVIDIA	NVIDIA (NASDAQ: NVDA) has created platforms for scientific computing, artificial intelligence, data science, autonomous vehicles, robotics, and augmented and virtual reality. In the life sciences and healthcare industries, NVIDIA is powering healthcare solutions across drug discovery, genomics, medical imaging and smart hospitals and medical instruments. NVIDIA’s Metropolis platform maintains and improves city infrastructure, parking spaces, buildings, and public services via intelligent traffic systems, access controls, public transit and smart buildings. NVIDIA will be installing an Artificial Intelligence (AI) data center at Mandela Station and provide additional support services via its NVIDIA Inception program to help spur AI innovations in life sciences and smart city technologies. NVIDIA will collaborate on developing Tech workforce development initiatives that help bridge the access gap and create a more inclusive workforce and help to identify potential partners in industry and educational institutions to provide exposure to education and research innovation.
SF Bay Area CEDS Alignment – Goal 1: Objectives 1.1, 1.2, 1.3, 1.4, 1.5; Goal 2: Objectives 2.1, 2.2, 2.3, 2.4; Goal 3: Objectives 3.1; Goal 4: Objectives 4.2, 4.5	

Indicative Program Timeline

The EBiC coalition and private sector industry partners submit this high level indicative timeline to form an initial view into the overall timing of the program's workstreams and phases.

East Bay Innovation Cluster (EBiC) High Level Program Timeline



CytomX Therapeutics	Member company of California Life Sciences. Committed to hiring BIPOC students who finish the EBiC workforce development training program, make CytomX employees available to participate in EBiC's workforce development program, provide mentoring support for life science innovators in the EBiC incubator to translate their innovation into real-world products and create learning opportunities for future biotech professionals through education and internship programs.
Global Blood Therapeutics ("GBT")	Member company of California Life Sciences. Committed to hiring BIPOC students who finish the EBiC workforce development training program, make Global Blood Therapeutics employees available to participate in EBiC's workforce development program, provide mentoring support for life science innovators in the EBiC incubator to translate their innovation into real-world products and create learning opportunities for future biotech professionals through education and internship programs.
Strategic Urban Development Alliance ("SUDA")	Based in Oakland, Strategic Urban Development Alliance, LLC, ("SUDA") is a boutique real estate development firm specializing in large-scale, innovative, public agency projects and mixed-use development. SUDA, has been involved in some of Oakland's signature projects, starting from the Thomas Berkely Building (the current home of the Social Services Agency) to the Eastline project (a 2.4M SF urban Transit Oriented Development in Downtown Oakland), and the West Oakland BART Station redevelopment (Mandela Station), also a Transit Oriented Development with ~1 million SF of office space, 550 housing units and ~100K SF of retail space.
Beacon Rose Partners	San Francisco-based Beacon Rose Partners is a real estate investment and advisory firm focused on developing and repositioning urban properties across geographies. Beacon Rose is currently working with SUDA in the development of the Life Sciences building at Mandela Station. Beacon Rose assisted in developing the Phase 1 NOFO application and coordinated activities with the various stakeholders. Beacon Rose plans to support the development of the Phase 2 EBiC application, provide access to its investor group to provide capital to the Life Sciences Innovation Hub and Mobility Ecosystem projects and provide technical support and program coordination and advisory services to the EBiC coalition members and industry partners.
SF Bay Area CEDS Alignment – Goal 1: Objectives 1.1, 1.2, 1.3, 1.4; Goal 2: Objectives 2.1, 2.2, 2.3, 2.4; Goal 3: Objectives 3.1; Goal 4: Objectives 4.2	

Project 2 – Mobility Ecosystem

TESIAC Corp.,	TESIAC will co-lead the Mobility Ecosystem project and has helped to define the project's scope, approach and deliverables. Based in Boston, TESIAC is an Economic Development and Managed Services Platform Company which aggregates mobility, energy, technology, and private capital to deliver integrated and interoperable infrastructure to accelerate
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EBiC Private Sector Engagement Approach

The EBiC plans to cast a large net to include the participation of all its coalition members, private industry partners, government agencies and capital partners to engage the private sector:

- East Bay EDA will be contracted by BART to take on the Regional Economic Competitiveness Officer role for the East Bay Innovation Cluster. The East Bay EDA is a 150+ member organization that serves as the regional voice and networking resource for strengthening the economy, building the workforce and enhancing the quality of life in the East Bay. As the central economic development organization in the East Bay, the East Bay EDA is well positioned to help the EBiC engage the private industry sector. Through its membership, East Bay EDA understands the needs of major employers in the region and is aware of key projects and strategic initiatives being contemplated by the private sector.
- From a life sciences perspective, by virtue of their organization's roles in the life sciences ecosystem in the state, California Life Sciences and QB3 have tremendous industry reach that will benefit the EBiC. California Life Sciences is the largest state and regional life sciences advocacy group in the country, with more than 797 members across biotechnology, pharmaceutical, medical device, and diagnostics companies, research universities and institutes, investors, and service providers. QB3 is the University of California's life sciences incubator and has pioneered incubators and venture investing in biotech startups, fulfilling its mission of laying the foundations of entrepreneurship, community building and scientific discovery and innovation. QB3 is responsible for supporting 500+ early-stage companies and currently has six incubator sites in the greater Bay Area.
- From a technology perspective, the EBiC plans to call upon its broad network of relationships at leading technology providers and professional services firms – NVIDIA, Google, Intel, VMware, World Wide Technology, Accenture, PwC, Oliver Wyman to name a few.
- As one of the oldest workforce development organizations in the East Bay, the Oakland Private Industry Council has built a wide network of employers interested to hire employees from under-represented communities.
- From a real estate perspective, the EBiC is supported by a number of seasoned and accomplished real estate development firms, professional service providers (e.g., architects, engineers, consultants, attorneys, brokers, etc.), construction companies and capital providers (e.g., banks, family offices, pension funds and high net worth investors).
- Lastly, the EBiC will closely work and collaborate with the City of Oakland's Economic & Workforce Development Department to help support Oakland businesses, train the workforce, reduce employment barriers, and create jobs by attracting new investment and capital sources.

Sustainability of the EBiC

After the first five years, the programs will be mature enough to continue well beyond the ARPA awards period. To assure sustainability, EBiC is preparing to improve the cluster's economic growth. For example, the QB3 and California Life Sciences will leverage their industry sector relationships to provide funding for the incubation, accelerator and workforce development program. Prospective life sciences employers will also financially support the workforce development initiative to ensure long-term financial sustainability. Also, for the Early Childhood Education & Care, Mills College will work with California Head Start and major philanthropies to explore funding sources to reduce or eliminate costs for qualifying families. Additionally, as part of the integrated workforce development initiatives, we are exploring cross-subsidization strategies across the EBiC to help bridge funding gaps for early childhood education and care. Our sustainability plan includes an overall capital strategy for Mandela Station with the creation of an Enhanced Infrastructure Financial District to help fund infrastructure costs and economic development related expenses.

Other key elements of the steady-state economic resilience plans are:

Affordable Housing – Poverty and housing go hand in hand. A roof over the family becomes a pressing concern when there is a decrease in salary/hours or a lost job. Covid-19 only exacerbated the problem. However, the Mandela Station project was predicated upon building sustainable and affordable housing to mitigate poverty - 240 affordable housing units with one-third dedicated to those previously homeless. EBiC connects housing, expanded employment and early childhood education – a recipe for long term success and the foundation to sustaining EBiC's vision for economic growth.

Expanded funding and policies emerging from the state, county and cities will support sustainability. Mandela Station received the 2020 CA Affordable Sustainable Housing Grant of \$29.6M – nearby Fruitvale Station also received this grant. In 2016, Oakland voters approved Bond Measure KK- \$600,000M for affordable housing and the city launched its affordable housing impact fee. In 2021, California Comeback Plan's \$22 billion housing and homelessness investment will fund 84,000 new housing units. The Newsom administration recently advanced \$800 million to build affordable infrastructure and housing. Funding opportunities like these and private sources will continue to be resources for affordable housing. When coupled with the occupants' wage growth, affordable housing sustainability can definitely be realized.

Transportation – EBiC has at its core the ability to maximize housing near transit and improve transportation options. As a TOD we are well suited to continue the viability of the four proposed projects. EBiC projects are primarily housed at Mandela Station, the regional hub serving all BART lines with AC Transit bus operations for connections and nearby Amtrak where 30 trains operate daily between Sacramento and San Jose. Adding driverless and other automated options as technology develops and matures, increase mobility choices for East Bay residents helping to foster project longevity and increased asset utilization and ridership levels. Non-auto transportation modes along with walking and biking will remain available for participant training, placement and nonvirtual work assignments. BART, as the lead applicant, provides EBiC economic development practitioners as a transportation resource. Also, EBiC tech transportation innovator, TESIAC, secured an Equity Letter of Support from Star America, an infrastructure investment fund sponsored by Tikehau Capital, a European asset manager with €30.9 billion of assets under management. They have agreed to provide matching funds for the Phase 2 Build Back Better Regional Challenge application - see attached Equity Letter of Support. Additionally,

the Public-Private Partnerships established with the city of Oakland and local transit agencies yield private investment capital to fund the Mobility Ecosystem initiative. Finally, revenue opportunities exist when BART monetizes their fiber optic and uninterrupted power supply.

BART Policies – BART owns over 250 acres of developable land at 27 stations in four counties, largely parking lots for BART riders. BART engaged in comprehensive planning efforts involving extensive engagement with the communities surrounding BART stations, local government agencies and land use advocacy organizations such as Association of Bay Area Governments (ABAG) and Metropolitan Transportation Commission (MTC) to define and implement a collective vision for resilience. BART board adopted Affordable Housing Policy (2016), TOD Policy (2019), Development Principles Assembly Bill 2993 (2020) and Sustainability Principles in (2020). BART’s TOD projects will conform to locally adopted goals and objectives for TOD identified in local specific plans or other efforts, so long as zoning of BART property allows for densities and heights that are the highest possible under local economic and funding conditions and are consistent with Plan Bay Area 2050 and the Regional Housing Needs Allocation. Having BART on the EBiC team is critical to maximizing resources to for project sustainability.

Private developers with BART owned sites (West Oakland Mandela Station, Lake Merritt Station and Eastline at 19th St Station) are approved by the City of Oakland for 3 million square of commercial space and 1,310 homes aligning with BART’s current TOD policy goals. These projects can be built without displacement for they utilize BART real estate formally reserved for station parking. Like Mandela Station all are comprised of expanded mixed-use and affordable housing criteria including density. The build-out will aid EBiC in sustaining the regional cluster reach. Further, BART’s TOD Program creates and sustains jobs in California: Every housing unit constructed on BART’s property generates 4.5 direct and indirect jobs in California. Every 1,000 square feet of commercial space generates 4.3 direct and indirect jobs in California. BART’s TOD program could generate 85,000 direct and indirect jobs in California between 2020 and 2030. Also, 62% of these jobs are “middle skill” jobs – requiring on the job training rather than a college degree but offering a living wage (BART TOD Work Plan- 2020).

Work Force Expansion & Integration – The Oakland Private Industry Council (OPIC) provides funding for vocational training, employment services and supportive services offered under the Workforce Innovation and Opportunity Act Program (WIOA). It is a source of ongoing workforce public funding and “boots on the ground” with one-stop employment services in local East Bay communities. Industry partner California Institute of Quantitative Biosciences (QB3) will establish a life sciences incubation and accelerator program to develop entrepreneurs in Bioscience at the Mandela Station TOD and The California Life Sciences (CLSI) will provide programs in STEM education, entrepreneurship and workforce development. This public- private partnership is an investment in the economic future of California’s life sciences industry and will assure the sustainability of the programs to improve the cluster’s economic growth and shared prosperity. To address the lack of diversity and inclusion in Biotech Industry, California Life Sciences Institute’s Racial & Social Equity Initiative is a unified effort to do more for the historically excluded Black, Indigenous and other People of Color (BIPOC) populations in California. Coalition partners will focus on small businesses’ growth to drive industry growth which in turn expands the market to place our trainees/participants by outsource staff augmentation using ConSol’s national partnerships model. ConSol’s goal is to train and employ at least 1,000 people within life sciences over the course of 5 years creating an ecosystem to yield on exponential impact of sustainability and shared prosperity.

Ensuring Equity in the EBiC

The regional cluster for EBiC is found within the San Francisco Bay Area, known globally as an economic powerhouse. We know it to be a study in economic contrasts. In 2018, the San Francisco and Silicon Valley life science clusters enjoyed a 5.7% expansion of the labor force while the East Bay clusters experienced a contraction of 0.7% in employment¹.

Clearly the Bay Area's economic prosperity has come at a cost. The Bay Area is ranked third nationally in economic inequality. High-income families earn 11x more than families on the lower end of the income scale. Despite the regional economic boom, income inequality is on the rise with African American and Latinx families overrepresented among the lowest-earning households². The poverty rate for African Americans is more than double the regional poverty rate. This is exacerbated when adjusted for high housing costs. Rents continue to rise while wages have stagnated, deepening inequality.

Our ambitious innovation program, the East Bay Innovation Cluster (EBiC) will leverage our key strengths – Life Sciences and Technology – that exist today in the Bay Area but have been predominantly absent from the community of color found in the East Bay. Our goal is to promote an equitable and inclusive growth strategy in the East Bay, engaging marginalized communities and creating opportunities through comprehensive educational, workforce development, mobility and human infrastructure initiatives. We will do so by implementing the principles of “Leadership in Enhancing Equitable Participation” (LEEP).

LEEP engages in practices that engineer equity from the ground up. The goal of LEEP is to “help foster a more equitable and socially responsible real estate development landscape; one where local communities can benefit from and shape how their regions feel. Creating a trusted standard of practice and certification platform will allow all to *do good while doing well*.”

While targeted for the real estate industry, key Members of the EBiC coalition are in the early stages of developing the LEEP initiative. The official LEEP nonprofit organization has been recently formed and we intend for the EBiC to serve as a pilot – and an early example of the benefits of adopting state-of-the-art equity practices. We will measure and document the results of the pilot.

LEEP will help ensure that equitable-development outcomes are attainable and accessible to underserved communities of color. To facilitate this objective, the program will offer project partners a variety of (currently available and to be developed) tools and resources across the broad spectrum of development activities. Over the next several years, the program is generally intended to establish:

- A. A comprehensive, and curated, set of guidelines and best practices (i.e., the means and methods) for achieving equitable development outcomes; and
- B. A nationally recognized **Rating and Certification** process that **effectively communicates a project's implementation of socially responsible development practices** (e.g., Bronze, Gold, Silver, Platinum, etc.).

The key areas of focus of LEEP certification will include:

- a) Employment and Career Development for under-represented populations;
- b) Small Business Utilization;

¹ PwC CLSA 2020 California Life Sciences Sector Report

² Mendiola, Ángel and Treuhaft, Ross and Sarah. *Who is Low-Income and Very Low Income in the Bay Area?*, Bay Area Equity Atlas, September 21, 2020

- c) Ownership of businesses and/or real estate assets (with a focus on achieving greater intergenerational wealth creation and transfer)
- d) Workforce Housing & Affordability
- e) Environmental Sustainability
- f) Mental & Physical Health and Well-Being,

LEEP PROGRAMATIC MEANS AND METHODOLOGY:

1. **Early Community Outreach:** LEEP project organizers will adopt and contribute resources for undertaking early and ongoing community outreach through every stage of a project. The outreach process will solicit early community feedback which is taken into consideration as development strategies and project designs are formulated. The outreach process will also serve to; a) clearly articulate the LEEP projects' social equity goals, b) familiarize the community with the project's design/engineering/financial specifications; c) advise of business and career opportunities associated with the project, and d) solicit feedback on, and support for, the planned strategies for meeting the social equity goals.
2. **Training and Education:** LEEP project participants leverage their respective, and combined, large-scale project opportunities to provide diverse communities with access to educational resources for vocational/professional training. Equity recipients will have the best chance to take full advantage of life-changing opportunities to meet and exceed their personal and business goals.
3. **Funding Support:** Successful implementation of the Engineering Equity initiative requires both identifying and securing funding resources. However, adoption of LEEP initiative practices will also serve as a "lightning rod" to attract community-building social-equity capital such as, grants, New Markets Tax Credits, Opportunity Zone Tax Credits, Cap & Trade Funding, Enhanced Infrastructure Finance District (EIFD), etc. LEEP project sponsors will develop plans, and provide resources, to identify and analyze available funding sources.
4. **Transactional Structuring:** The success and sustainability of a LEEP initiative requires the thoughtful consideration and inclusion of community-oriented objectives while structuring the various contractual and financing transactions associated with the project enterprise. When intentionally conceived, creatively structured, and properly implemented, community-oriented equity participation policies and objectives do not financially burden projects, but indeed – become tools that generate enhanced financial value and equitable participation.
5. **Technology Deployment:** Developing large-scale, state-of-the-art facilities involves the utilization (and often pilot- deployment) of cutting-edge technology during the building design, construction, and operational cycle. The deployment of these technologies on, and within, large-scale development projects provide numerous gateway career/employment opportunities for local residents and historically underutilized small businesses. LEEP projects will ultimately incentivize specific measures to support making cutting-edge technologies accessible to underutilized workers and businesses.

The EBiC team believes the LEEP approach is a tool for reaching populations who are historically excluded from the economic success so prevalent in the Bay Area. Our vision is uniquely positioned to create the connectivity and conditions for long term economic benefits emerging from high paying positions found in existing and emerging technologies. We will use this opportunity to leapfrog other cities and establish the East Bay as a leading innovation growth cluster and an equity attainment national model for others to follow.

APPENDIX B

Advanced Manufacturing as an Engine for Equity and Wealth Building along the Northern Waterfront communities of Contra Costa County

Application for Build Back Better Regional Challenge

Title:

Advanced Manufacturing as an Engine for Equity and Wealth Building along the Northern Waterfront communities of Contra Costa County

Introduction:

The Northern Waterfront Economic Development Initiative™ is a regional cluster-based economic development strategy with the goals of creating more good jobs closer to home for residents, while revitalizing older industrial areas and reinvigorating legacy industries. The Initiative leverages existing competitive advantages and assets by focusing on production in five targeted clusters (Advanced Manufacturing, Biosciences, Agriscience & Specialty Foods, Transportation Technologies, Clean Tech). The initiative is a collaboration between the County and seven partner cities, who work together on diverse actions to enhance the economic vitality of the region. The eight partners have signed a Memorandum of Understanding to implement the Initiative as a team. The Initiative has been formalized in a Strategic Action Plan, adopted by the County Board of Supervisors in 2019. This grant proposal implements the Strategic Action Plan.

Rationale:

This Build Back Better Regional Challenge grant seeks to boost the opportunities for disadvantaged communities and residents, particularly those disproportionately affected by the COVID-19 pandemic, and the Northern Waterfront communities contain census tracts identified as SB1000 communities and Opportunity Zones (previously designated areas of concern targeted for investment). Building upon this multi-jurisdictionally approved framework, while incorporating a pandemic recognition that we can do better, and utilizing commitments from across the private-public and civic sectors, this grant will bring together additionally and timely federal stimulus funding and a required stimulus council for the purposes of accelerating development projects which tackle long-term economic distress, invest in racial justice and equity in historically disadvantaged communities along the Northern Waterfront.

Organization:

The Department of Conservation and Development (DCD) is the planning and permitting agency for unincorporated Contra Costa County, and serves a coordinating role for economic development, affordable housing, and community investment countywide. DCD staff will serve as the grant lead and primary point of contact.

Project Description:

Identify compelling industrial development projects within the footprint and economic development framework of the Northern Waterfront Economic Development Initiative™. These projects should have broad-base support, environmental and historical documents in hand, and incorporate the ability to quickly galvanize the community around four tentpoles of: establish a green economy, tackle climate change, advance racial equity, and restore our global competitiveness.

The identified projects are taken from the existing, approved Strategic Action Plan (SAP), except for the analytic data update – which the need is, of course, an outcome of the pandemic. The SAP and Northern Waterfront MOU were completed in 2019, just before onset of the pandemic, and have needed an influx of resources to regroup and reignite the partnership in the wake of the changing business landscape.

The Build Back Better Regional Challenge grant will serve that catalyst role, directly serving Objectives and Action Items in the SAP supporting three of the target industries: Bioscience, Transportation Technologies, and Advanced Manufacturing. These three are deliberately selected to be the targets for the Build Back Better Regional Challenge grant because they are the most in need of a boost coming out of pandemic conditions, and least resourced from other funding streams.

Budget:

The total cost of Phase One of the Northern Waterfront Build Back Better Regional Challenge grant proposal is projected to be \$500,000 for technical assistance in four areas, which will cover:

- Support business development efforts aimed at growing the Advanced Manufacturing cluster through the acquisition of up-to-date business and industry data reflecting post-pandemic conditions (Action 1.1.1, 1.1.2, 3.1.1., and 5.1.3): \$100,000
- Conduct a Bioscience incubator feasibility study on County-owned land in Hercules (Action 4.1.1): \$100,000
- Develop a Regional Northern Waterfront target industry-orientated marketing materials including unified website, branding, and collateral (Actions 5.1.1 and 5.1.2): \$150,000
- Advance transportation technology cluster support at one or both of two sites in the Northern Waterfront area to foster an environment that can retain and attract this cluster in future regional development: GoMentum Station (privately owned vehicle technology testing site) on the Concord Naval Weapons Station (CNWS) and Buchanan Airport (publicly owned commercial airport with aviation technology space available) (Actions 1.1.2 and 4.1.2): \$150,000

Summary:

Northern Waterfront Economic Development Initiative™ is a private-public-civic sector led initiative aimed at spurring bottom-up economic rejuvenation and revitalization focused on the emerging industrial clusters of the future, while concentrating the tangible socio-economic benefits for long-time residents of the communities along the 55-mile Northern Waterfront that are experiencing disproportionate job loss, economic underinvestment, and excessive commute times.

APPENDIX C

Description of City of Santa Monica's Development Agreement / "Value Capture" Practices



City of
**Santa
Monica**



**FHWA Value Capture Webinar
March 24, 2021**

Santa Monica Context - DAs

- **City of Santa Monica**
 - Development Agreements approved since 1981
 - Over 40 DAs, last approval Sept 2020, two pending 2021
- **DAs as a community development tool**
 - *Why, Who, How, What to Keep in Mind*
 - Opportunities and challenges for smaller cities
- **Project types**
 - Larger scale office campus: ~1M SF (early years)
 - Office and hotel development
 - Private school and church expansion
 - Hospital campus rebuild/expansion
 - Biotech
 - Housing projects, all sizes



What is a DA?

- **Established by California law** (Gov't Code § 65864 – 65869.5)
- **Negotiated contract** between City and Applicant
 - Legislative Act – broad discretion
 - Vested right for developer
 - Individually negotiated, not precedent setting
 - Shared outcomes – strategic negotiation
- **General Plan/Specific Plan consistency**
- **Voluntary**
 - No need to establish nexus or rough proportionality between community benefits and project, within limits
- **Tailor community benefits**
 - Suit location, context, development proposal
 - Range and magnitude of benefits varies by project
 - Informed by community values/priorities



Why Pursue a DA?

- Provides highest level of community control over projects

Project Characteristics	By-Right	Discretionary	DA
Zoning Code Technical Review	X	X	X
Public Process (Community Mtgs, Public Hearings)		X	X
Environmental Review		X	X
Community Benefits – broad range		Voluntary	X
Ground Level Open Space			X
Coordination between properties			X
TDM Programs	Limited	Limited	X
Transit or Infrastructure Improvements			X
Exceed Zoning Development Standards		Limited	X
Building Mass and Scale		Limited	X
Building Design, Colors, Materials	X	X	X



Who Should be Involved?

- **Who will lead** negotiations, *set direction*, project manage?
 - Negotiating on behalf of City Council, community
 - Technical expertise – project review
 - Policy depth
 - Political awareness
 - Negotiation skills
 - Consider strengths: should be well-suited for lengthy, intense process
- **City team**
 - Project Manager (Santa Monica: City Planning Division)
 - City Attorney representative (land use law/CEQA, negotiations, contracts)
 - Internal review groups: PW, Community Services, Sustainability, Mobility
 - Environmental consultant
 - Fiscal/economic consultant
- **Applicant team**
 - Level of interaction will vary based on City/Agency's culture and approach
 - High level of interaction in Santa Monica



How to Start Negotiations

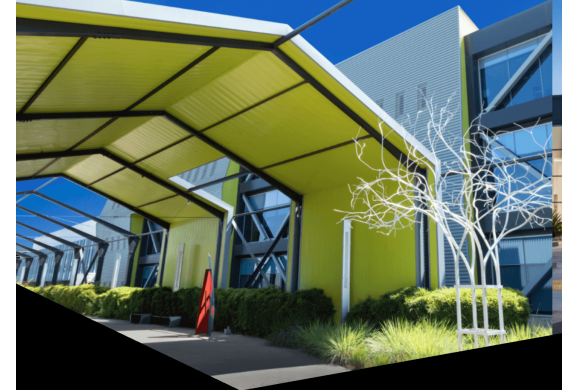
- **Shape project proposal**

- Applicant's project concept + City's land use policies
- What mix of uses and where?
- *Project value + community benefits*
- What development parameters will be considered via DA?
 - Santa Monica has been focused on building height & density
- Early community feedback
 - Anticipate potential controversy, city staff & applicant must make meaningful adjustments during early and later stages of review
- Seek Council authorization to proceed with negotiations
- Expect significant, comprehensive project review - multiple rounds:
 - site planning, design, historic preservation, mobility, public works utilities/engineering, sustainability



How to Identify Community Benefits

- **Start with baseline requirements**
 - General Plan/Specific Plan priorities
 - Impact fees & code
 - Inclusionary housing
 - *Starting points for negotiations not requirements, will need to weigh trade-offs*
- **Identify other community priorities**
 - Difficult-to-fund infrastructure
 - Programs that impact fees do not fund (e.g., child care facilities vs. child care subsidies)
 - Unmet community needs
 - Current needs for Santa Monica in 2020-2021 & beyond, include: addressing economic recovery, affordable housing, homelessness



Community Benefit Examples

- **Affordable Housing**
 - On-site/off-site above base requirement
- **Congestion Management**
 - New vehicle, ped, bike linkages
 - Land dedications
 - Transp. Infrastructure contribution
 - Enhanced TDM programs
 - Bicycle facilities
 - Shared parking
- **Historic Preservation**
- **Social/Health Services: in-kind & grants**
- **Sustainability**
 - EV chargers & stub outs
 - LEED Platinum or equivalent
 - Solar and Purple Pipe
 - Rainwater/grey water capture/re-use
- **Child Care**
 - Tuition or operating subsidies
 - Physical facility
- **Arts Programming and Installations**
- **Open Space**
 - Public park
 - Publicly-accessible private open space
 - Wider sidewalks, courtyards, landscaping
- **Education and Training**
 - Internships & job training programs
 - First Source Hiring
 - Economic equity funds
- **Enhanced revenue/tax payments**
- **Community meeting space**
- **Community programming**
- **Wi-Fi access for seniors**



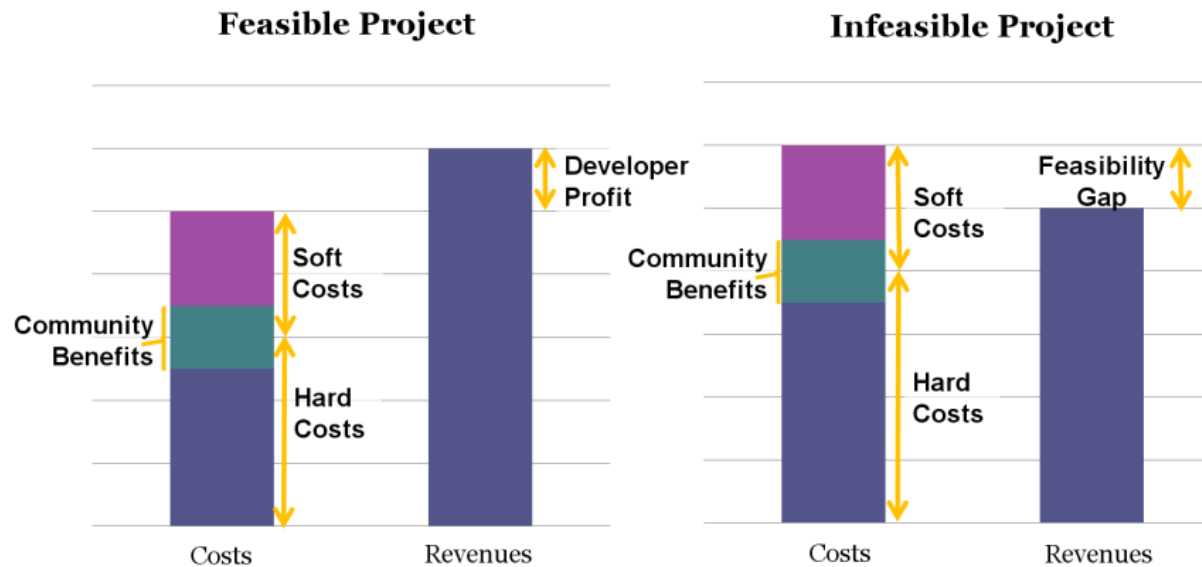
How to Evaluate Community Benefits

- **Be clear about what value project creates**
 - Consider value of additional development potential (vested rights and/or bigger development envelope) vs. project's overall value to City
- **Prioritize & address community needs**
 - Set by community, decision-makers, land use policy/plans
 - Have realistic expectations about magnitude of benefits
 - Combine financing mechanisms and individually-negotiated DAs to achieve City's overall vision
 - e.g., new light rail station upgrades, new streets
 - Term of community benefit obligations vs. term of DA
- **Use economic analyses to inform decisions**
 - Expect to spend substantial time on this step
 - Complex analysis; data collection, vet assumptions/metrics with applicant



Economic Analyses

- **Fiscal Impact Analysis & Economic Impact Analysis**
- **Value Enhancement Analysis** – Santa Monica customized to inform negotiations
 - assess ‘value’ of additional development potential derived from DA
- **Feasibility Analysis** – Project + community benefits vs. cost and reasonable rate of return
 - Regardless of measurement technique, a project is feasible, or achieves enhanced value, only if completed project value exceeds development costs



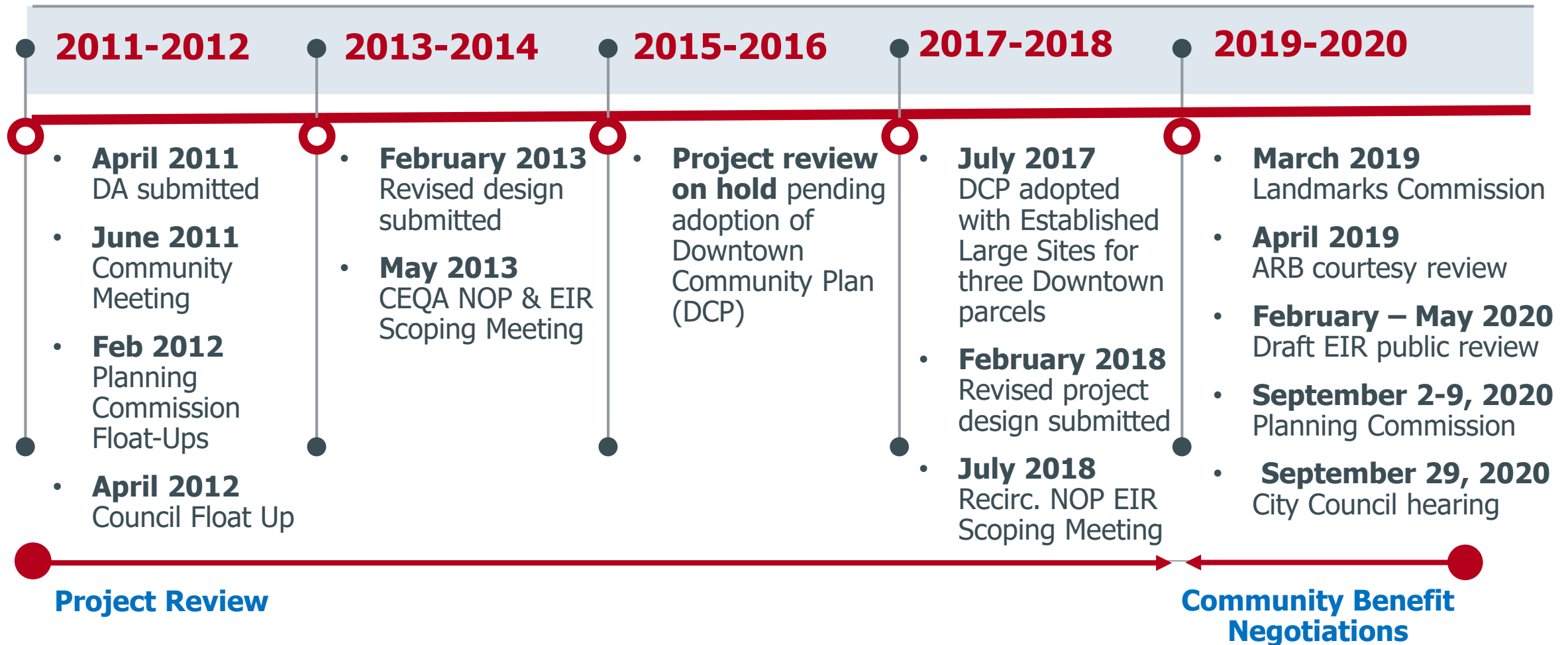
Case Study DA

- **Mixed-Use Hotel, Retail, Residential Project**
 - Redevelop existing hotel on 4.5-acre site
 - ~506,000 SF above grade, ~240,000 SF net new
 - Up to 130' tall building, varying heights
 - 2.6 FAR
 - *Area Plan: DA requirement for up to 130' and 3.0 FAR*
- 312 hotel guest rooms (11 net new)
- Preserve two Landmark features (tree and building)
- New food/bev space, meeting/banquet space, spa/fitness, retail
- 60 for-sale residential condominium units
- 14,000 SF publicly-accessible open space
- ~428 parking spaces in on-site subterranean garage
- Funding and land for 42 deed-restricted affordable apartments



Case Study DA - Project Timeline

Public Review Process – smaller/less controversial projects do not take as long



Community Benefits - Enhanced Fees/Contributions	Negotiated Amount	Base Fee per Code	Incremental Enhancement
Affordable Housing Commercial Linkage Fee Contribution	\$770,000	\$440,000	\$330,000
Enhanced Transportation Infrastructure Contribution	\$1,400,000	\$890,000	\$510,000
Reed Park Ambassadors Program Contribution	\$200,000	\$0	\$200,000
Affordable Lodging Contribution	\$75,000	\$0	\$75,000
Parks and Recreation Contribution	\$250,000	\$880,000	\$0
Early Childhood Initiatives Contribution	\$1,350,000	\$1,350,000	\$0
Economic Equity/Opportunity Fund Contribution	\$550,000	\$0	\$550,000
Historic Preservation Palisades Park Contribution	\$50,000	\$0	\$50,000
Total	\$4,645,000	\$3,560,000	\$1,715,000

Community Benefits - Other Monetized Items	With 9% TCAC Gap Financing	With 4% TCAC Gap Financing	Without TCAC Financing
Affordable Housing - 2nd Street Land Value	\$12,750,000	\$12,750,000	\$12,750,000
Minimum 42 units - gap financing	\$3,041,000	\$14,720,000	\$27,550,000
Affordable Housing - Services \$10,000/yr @ 55 years	\$550,000	\$550,000	\$550,000
Affordable Housing - Transportation Passes @ 55 years	TBD	TBD	TBD
Publicly-Accessible Open Space - direct costs*	\$752,000	\$752,000	\$752,000
Public Art - minimum \$750,000 value	\$750,000	\$750,000	\$750,000
Historic Preservation - direct costs	\$11,600,000	\$11,600,000	\$11,600,000
Historic Preservation - Interpretive Feature	TBD	TBD	TBD
Community Support - meeting space/other discounts \$25,000 value @ 55 years	\$1,375,000	\$1,375,000	\$1,375,000
Sustainability - on-site capture/reuse water systems	\$2,100,000	\$2,100,000	\$2,100,000
Total	\$32,918,000	\$44,597,000	\$57,427,000
Total Value - Monetized Community Benefits	\$37,563,000	\$49,242,000	\$62,072,000

Key Points & Policy Considerations

- **Managing development interest**

- Flexibility due to case-by-case review/negotiation
- Adaptable over time, development standards tailored for each site

Policy Considerations:

- Flexibility = lack of predictability for developers and community
- How to prioritize project types
(e.g., housing for whom – unit mix, affordability? Hotel? Office? How much retail?)

- **Which community benefits – at what magnitude to justify increased height/FAR?**

- Seek decision-maker and community input
- Use whole city/organization's expertise, seek outside support for specific areas
- Staff's best judgement in negotiations

Policy Considerations:

- Effectiveness of outreach process – how to improve?
- How to ensure community benefits address needs of underserved and underrepresented communities?
- How to respond to changing community priorities?

Key Points & Policy Considerations

- **Complex economic analyses**

- May dominate discussion at public hearings; analysis will be disputed
 - do not spend all your time defending the numbers

Policy Considerations:

- How much should feasibility analysis matter? Value to community and developer doesn't always translate to dollars/revenue

- **Time-consuming process**

- Intense, lengthy process: *do not lose sight of shared outcomes*
- Negotiate best deal on community's behalf; remember both parties must agree on terms
- Controversial projects may be litigated

Policy Considerations:

- Is there a more equitable, predictable, easily-administered alternative to DAs?

- **Monitoring**

- Demonstrate 'good faith compliance' annually; recoup costs for staff time
- Transparency, maintain community trust in process



City of
**Santa
Monica**

Thank you!

APPENDIX D

City of Carson EIFD Infrastructure Financing Plan

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

INFRASTRUCTURE FINANCING PLAN

Prepared For:

The City of Carson and the County of Los Angeles



Prepared By:



APRIL 2022

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- Appendix A: Map of Boundaries of the Carson EIFD
- Appendix B: Legal Description of the Carson EIFD
- Appendix C: Projected Tax Increment Revenue Analysis
- Appendix D: Fiscal Impact Analysis
- Appendix E: General Plan Environmental Impact Report

1.0 Introduction

1.1 Background & Purpose

The proposed Carson Enhanced Infrastructure Financing District (“Carson EIFD” or “District”) will serve as a catalyst for private development and critical regional infrastructure with transformative potential for the City of Carson (“City”) and the South Bay region of Los Angeles County (“County”). The Carson EIFD encompasses approximately 1,735 acres of land, representing approximately 14% of the City’s total approximately 12,141 acres. The Carson EIFD includes the City’s Vision Plan area, the Civic Center area, the campus of California State Dominguez Hills (“CSUDH”), and various other targeted opportunity site areas within the City that stand to benefit from catalytic infrastructure improvements with communitywide and regional benefit. The District represents a partnership between the City and the County, and as such, will be funded by property tax increment from both taxing entities.

1.2 Contents and Overview of this Infrastructure Financing Plan (“IFP”)

Pursuant to Government Code Sections 53398.59 through 53398.74, this IFP comprises the following information:

- a) A map and legal description of the District, [included herein as Appendix A and Appendix B, respectively](#).
- b) A description of the public facilities and other forms of development or financial assistance that is proposed in the area of the district, including those to be provided by the private sector, those to be provided by governmental entities without assistance under this chapter, those public improvements and facilities to be financed with assistance from the proposed district, and those to be provided jointly. The description shall include the proposed location, timing, and costs of the development and financial assistance. [This information is included in Section 3 of this IFP](#).
- c) If funding from affected taxing entities is incorporated into the financing plan, a finding that the development and financial assistance are of communitywide significance and provide significant benefits to an area larger than the area of the district. [This information is included in Section 4 of this IFP](#).
- d) A financing section ([included in Section 5 of this IFP](#)), which shall contain all of the following information:
 - a. A specification of the maximum portion of the incremental tax revenue of the city or county and of each affected taxing entity proposed to be committed to the district for each year during which the district will receive incremental tax revenue.

The portion need not be the same for all affected taxing entities. The portion may change over time. The maximum portion of the City's property tax increment to be committed to the District will be 52% throughout the duration of the District lifetime. For the County, the maximum portion of the County's property tax increment to be committed to the District will be 25% throughout duration of the District lifetime, which is projected to be forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the Public Financing Authority ("PFA").

- b. A projection of the amount of tax revenues expected to be received by the district in each year during which the district will receive tax revenues, including an estimate of the amount of tax revenues attributable to each affected taxing entity for each year. Section 5.3 of this IFP includes a projection of tax revenues to be received by the District by year over the course of forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA. These projections are based on research and analysis of available data at the time of IFP preparation for purposes of illustration. Actual results may differ from those expressed in this document. Appendix C provides additional detail for the projected revenue analysis.
- c. A plan for financing the public facilities to be assisted by the district, including a detailed description of any intention to incur debt. Section 5.4 of this IFP includes a plan for financing the public facilities to be assisted by the District. The PFA governing the District intends to incur debt only when it is financially prudent to do so. It is estimated at this time that the EIFD will contribute approximately \$134 million (in present value dollars) to public improvements and affordable housing projects from a combination of bond or loan proceeds (multiple issuances may be necessary) and pay-as-you-go funding over the District lifetime. This is equivalent to approximately \$313 million (nominal dollars).
- d. A limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan. The total number of dollars or taxes that may be allocated to the District shall not exceed \$313,000,000 (nominal dollars). This represents a maximum allocation of \$156,500,000 from the City and \$156,500,000 from the County over the District lifetime (nominal dollars).
- e. A date on which the district will cease to exist, by which time all tax allocation to the district will end. The date shall not be more than 45 years from the date on which the issuance of bonds is approved pursuant to subdivision (a) of Section 53398.81, or the issuance of a loan is approved by the governing board of a local agency pursuant to Section 53398.87. The District will cease to exist the earlier of: (i) forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA, or (ii) June 30, 2099. This IFP

assumes that the District will be formed in Fiscal Year 2021-2022 and will begin receiving tax revenues in Fiscal Year 2022-2023.

- f. An analysis of the costs to the city or county of providing facilities and services to the area of the district while the area is being developed and after the area is developed. The plan shall also include an analysis of the tax, fee, charge, and other revenues expected to be received by the city or county as a result of expected development in the area of the district. Appendix D to this IFP includes, as part of the Fiscal Impact Analysis, an analysis of the costs to the City and County for providing facilities and services to the area of the District. It is estimated that, at Year 20 of the District lifetime (assumed stabilized buildout of District area), annual costs to the City will be approximately \$14.2 million, and annual costs to the County will be approximately \$7.6 million to service the area of the District.
- g. An analysis of the projected fiscal impact of the district and the associated development upon each affected taxing entity. Appendix D to this IFP includes an analysis of the projected fiscal impact of the District and the associated development upon both the City and the County, as the only two affected taxing entities that are contributing tax increment revenues to the District. It is estimated that, at Year 20 of the District lifetime, the District area will generate an annual net fiscal surplus of \$3.0 million to the City and an annual net fiscal surplus of \$22.4 million to the County.
- h. A plan for financing any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of that district and qualifies for the Transit Priority Project Program, pursuant to Section 65470, including any permit and affordable housing expenses related to the project. At this time, the PFA does not intend to finance any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of the District and qualifies for the Transit Priority Project Program, pursuant to Section 65470.
- e) If any dwelling units within the territory of the district are proposed to be removed or destroyed in the course of public works construction within the area of the district or private development within the area of the district that is subject to a written agreement with the district or that is financed in whole or in part by the district, a plan providing for replacement of those units and relocation of those persons or families consistent with the requirements of Section 53398.56. The PFA does not anticipate that any housing units will be removed as a result of any project identified in this IFP. However, if any relocation of dwelling units is deemed to be required in the future for a project financed by the District, the PFA will comply with the requirements of Government Code Section 53398.56.

- f) The goals the district proposes to achieve for each project financed pursuant to Section 53398.52. [Section 7 of this IFP summarizes the goals of each project to be financed by the District.](#)

DRAFT

2.0 Description of the Proposed District

The Carson EIFD encompasses approximately 1,735 acres of land, representing approximately 14% of the City's total 12,141 acres. The Carson EIFD includes the City's Vision Plan area, the Civic Center area, the campus of CSUDH, and various other targeted opportunity site areas within the City that stand to benefit from catalytic infrastructure improvements with communitywide and regional benefit.

Land use designations in the District primarily include industrial and residential uses, and to a lesser extent, retail, office, and recreational designations. The EIFD includes a significant amount of former landfill property with potential for remediation and future development. Appendix A includes a map of the proposed District, and Appendix B is a legal description of the District.

3.0 Description of Proposed Facilities and Development

3.1 Anticipated Future Private Development

Anticipated future private development is summarized in Table 1 below, anticipated to occur across the Vision Plan area, Civic Center area, the CSUDH campus, and other targeted opportunity site areas as identified on the map in Appendix A. Buildout and absorption of these land uses are forecasted in the first 20 years of the District lifetime.

Table 1: Anticipated Future Private Development

Development Type	SF / Units	AV Per SF / Unit	Estimated AV at Buildout (2022\$)
Rental Residential	2,619 units	\$300,000 per unit	\$785,700,000
For Sale Residential	662 units	\$400,000 per unit	\$264,800,000
Commercial / Retail	965,348 SF	\$285 PSF	\$275,124,180
Office	780,000 SF	\$225 PSF	\$175,500,000
Hotel	118 rooms	\$200,000 per room	\$23,600,000
Recreational	598,500 SF	\$350 PSF	\$209,475,000
Industrial	5,632,961 SF	\$160 PSF	\$901,273,760
Estimated Total			\$2,635,472,940

3.2 Public Facilities to be Financed with Assistance from the Carson EIFD

The PFA intends to utilize the District to contribute approximately \$134 million (in present value dollars) of funding to infrastructure and affordable housing projects of communitywide and regional significance over the District lifetime. This is equivalent to approximately \$313 million (nominal dollars). Table 2 outlines an estimate of anticipated EIFD budget allocation over the District's lifetime.

Table 2: Estimated EIFD Funding Allocation

#	PROJECT	ESTIMATED ALLOCATION	ESTIMATED TIMING
1	Affordable Housing Development in Carson (20% Minimum County Requirement)	\$26,800,000	Year 1 to Year 50
2	Victoria Golf Course Approved Remediation and Infrastructure Projects	\$10,000,000	Year 1 to Year 20 (up to \$10,000,000)
3*	Brownfield Site Remediation	\$10,000,000 to \$75,000,000	Year 1 to Year 50
4*	Park and Recreational Development	\$5,000,000 to \$15,000,000	Year 10 to Year 50
5*	Dominguez Channel / Bicycle Master Plan Improvements / Pedestrian Networks	\$2,500,000 to \$5,000,000	Year 15 to Year 50
6*	Future City Street / Road Improvements and Other Infrastructure	\$10,000,000 to \$30,000,000	Year 15 to Year 50
7*	Commercial Façade Program	\$2,500,000 to \$5,000,000	Year 15 to Year 50
	Estimated Total EIFD Budget Allocation	\$134,000,000	(present value dollars)

*The above conceptual budget provides a snapshot of current infrastructure needs and may be modified by City Council recommendations or County Board of Supervisors recommendations and approval by the PFA. Funds may be adjusted depending on future needs, project costs, and/or funding availability from other sources. No funds shall be used to support ongoing operations of oil refinery activities.

- (5) Affordable Housing Projects:** The EIFD will implement a 20% affordable housing set-aside for the acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the Health and Safety Code, for rent or purchase in the City. The PFA will coordinate with the Carson Housing Authority for implementation and administration of these funds and projects subject to the approval of the City Council. The sequence in which EIFD revenues shall be allocated annually shall prioritize this affordable housing set-aside as the first priority. The PFA may additionally elect to coordinate with the County of Los Angeles Affordable Housing Trust Fund or another entity as an alternative or in addition to the Carson Housing Authority for the acquisition, construction, or rehabilitation of affordable housing in the City, subject to

the approval of the City of Carson City Council. Funds dedicated to these projects will be tracked and delineated specifically in the required annual reporting for the EIFD.

(2) Victoria Golf Course Approved Remediation and Infrastructure Projects¹: Certain on-site infrastructure and remediation projects for development of the Victoria Golf Course property pursuant to the project list agreed upon in advance by City and County (the “Victoria Golf Course Approved Remediation and Infrastructure Projects”). After the allocation of the affordable housing set-aside, fifty percent (50%) of all annual EIFD revenues will be allocated to the Victoria Golf Course Approved Remediation and Infrastructure Projects up to \$10,000,000. Disbursement of funding for Victoria Golf Course Approved Remediation and Infrastructure Projects shall be contingent on and commence from the receipt by The Creek at Dominguez Hills of the Remedial Action Completion Report by the Department of Toxics and Substance Control and shall be based on eligible costs incurred. The County and City have agreed to enter into an agreement describing various obligations should the ground lease of the Golf Course Property between Plenitude Holdings, LLC (“Plenitude”) and the County be terminated or the County enters into an agreement with another developer. If Plenitude pays for the costs of any Victoria Golf Course Approved Remediation and Infrastructure Projects prior to the availability of EIFD funding, then Plenitude will be reimbursed such costs from EIFD funds once such funds become available, subject to the terms outlined above. If The Creek at Dominguez Hills or another vertical development on the Golf Course site explicitly agreed upon by the City and the County is not substantially completed by December 31, 2032, any funds remaining from the allocation outlined above shall be remitted back to the EIFD, and the EIFD will be released from any obligation related to the Victoria Golf Course property as described above, and such funds may be expended on projects mutually agreed to by the County and City other than the Victoria Golf Course Approved Remediation and Infrastructure Projects. Funds dedicated to this project will be tracked and delineated specifically in the required annual reporting for the EIFD. The described funding obligation in this paragraph (2) may be adjusted or revised by agreement between the City and the County and still qualify for EIFD funding so long as the projects constitute infrastructure, housing and/or remediation projects described in this Section 3.0.

(3) Brownfield Site Remediation*: Provide funding or partial funding to clean up various project sites to leverage future development that could include but is not limited to the 157-Acre Carson Reclamation Properties. These projects will spur economic development to accelerate tax increment revenues to the Carson EIFD and separately to the County and City. Specific project(s) funding subject to City Council recommendations and approval by the PFA.

(4) Park and Recreational Development*: Develop a park within the city of Carson. Potential park development sites could include but is not limited to the 18-acre Shell site and/or Sanitation

¹ For the purposes of the PFA Bylaws, Victoria Golf Course Approved Remediation and Infrastructure Projects are to be considered “County Projects”.

District new park site adjacent to Carriage Crest Park. Specific project funding subject to City Council recommendations and approval by the PFA.

(5) Dominguez Channel Improvements / City's Bicycle Master Plan/ Pedestrian Networks*: Provide neighborhood connectivity (e.g., pedestrian and bicycle networks), create a continuous Riverwalk park / trail along the Dominguez Channel. Projects related to the City's Bicycle Master Plan or General Plan would also be eligible under this category. Specific project(s) funding subject to City Council recommendations and approval by the PFA.

(6) Future City Street / Road Improvements and Other Infrastructure*: Installation, reconstruction, and beautification of various streets and roads within city of Carson, as well as new on-site and off-site infrastructure to support future project development (e.g., utilities, sidewalks, drainage). Beautification amenities may include road/sidewalk installation / extension / repairs, wayfinding signs, streetlights, utility wraps, benches, street banners, art, and landscaping similar to the recent Carson Street Improvement. Main Street could be a potential site for a beautification project. Martin Luther King Jr. Street could also be a potential site for a road reconstruction project. It should be noted that County Board of Supervisors previously approved funding for Martin Luther King Jr. Street reconstruction via the approved Memorandum of Agreement among the City, the County and the Kimmelman Foundation for the proposed Carol Kimmelman Athletic and Academic Campus (CKAAC) dated July 2019 (Section II. C. Infrastructure Investments/Improvements).² The Kimmelman Foundation, however, has since opted to not proceed with the CAAKC project. Accordingly, County funding is no longer available for this project. If another entity (e.g., City or County) advances the funding for Martin Luther King Jr. Street road improvements, that entity will be eligible for reimbursement from EIFD proceeds.

Other Improvements may also include intersection improvements to interchanges such as Avalon & I-405, construction of freeway entrance along I-405 & Main Street, I-405 by Wilmington Blvd and/or other intersections. Other road improvements may be funded based on road conditions, subject to recommendations from the City Council and approval by PFA.

(7) Commercial Façade Program*: Develop program(s) to financially assist local businesses and property owners with improvements to exterior facades or other beautification improvements (e.g., paint, signage). Specific project(s) funding subject to City Council recommendations and approval by the PFA.

² The Memorandum of Agreement provided that the County would fund the "Base Road Reconstruction" of Martin Luther King Jr. Road with an estimated cost of \$4.5 million, additionally committing to payment of any cost overruns to complete the Base Road Reconstruction, which is no longer moving forward.

Funds allocated under projects item numbers 3 through 7 may be reallocated to any eligible projects under the IFP and EIFD law based on future infrastructure needs. Specific project funding subject to City Council recommendations and approval by the PFA.

The EIFD will not include funds to support ongoing operations of oil refinery activities.

Additional expenditures by the EIFD, including any use of potential future EIFD bond proceeds, will be subject to City Council recommendations and approval by the PFA. Targeted improvements would conform to established guidelines in existing, adopted planning documentation, such as the City General Plan. Eligible expenditures in accordance with Government code sections 53398.52 and 53398.56 include the purchase, construction, expansion, improvement, seismic retrofit, or rehabilitation of any real or other tangible property with an estimated useful life of 15 years or longer. The EIFD may finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these projects. Example projects may include, but not be limited to, the following:

- a) Highways, interchanges, ramps and bridges, arterial streets, parking facilities, and transit facilities
- b) Sewage treatment and water reclamation plants and interceptor pipes
- c) Facilities for the collection and treatment of water for urban uses
- d) Flood control levees and dams, retention basins, and drainage channels
- e) Childcare facilities, libraries, and other government facilities
- f) Parks, recreational facilities, and open space
- g) Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles
- h) Brownfield restoration and other environmental mitigation
- i) The acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the Health and Safety Code, for rent or purchase
- j) Projects that enable communities to adapt to the impacts of climate change, including, but not limited to, higher average temperatures, decreased air and water quality, the spread of infectious and vector-borne diseases, other public health impacts, extreme weather events, sea level rise, flooding, heat waves, wildfires, and drought
- k) The acquisition, construction, or improvement of broadband Internet access service
- l) Acquisition, construction, or repair of commercial structures by the small business occupant of such structures, if such acquisition, construction, or repair is for purposes of fostering economic recovery from the COVID-19 pandemic and of ensuring the long-term economic sustainability of small businesses
- m) Facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

The PFA intends to continue to identify, evaluate, and pursue additional funding sources and financing mechanisms aside from District tax increment to implement the improvements identified above, potentially including grant sources, impact fees, private sector investment incentivized by the formation of the EIFD itself, and/or other sources. The City has already formed a Community Facilities District (“CFD”) with a Citywide annexation area for new and/or intensified development to assist with ongoing services and maintenance needs in the City.

Private sector developers will be responsible for funding project-specific / fair-share / in-tract infrastructure, unless otherwise outlined in this IFP. Some public facilities included in the EIFD area are anticipated to be provided by governmental entities without assistance from the District. There are no public facilities anticipated to be provided jointly by the private sector and governmental entities, however it is possible that private sector developers may advance funding for improvements such as brownfield site remediation, with anticipation to be partially reimbursed with EIFD proceeds. Such case-specific agreements would come before the PFA for approval at the appropriate time.

4.0 Finding of Communitywide Significance

Implementation of the District promotes the goals of the City's General Plan, facilitates the cleanup and reuse of former landfill sites serving the larger County region, supports implementation of regional connectivity through active transportation, and facilitates the growth of a regional educational institution in CSUDH.

The District additionally supports numerous County economic development objectives, including job creation, workforce development, affordable housing, homeless prevention, improvement of quality of life, and promotion of environmental sustainability, all in an area predominantly designated as Disadvantaged Community (DAC) census tracts based on the California Environmental Protection Agency (CalEPA) CalEnviroScreen tool (version 3.0).

Specific communitywide and regional benefits anticipated to be generated by the District include:

- \$75 million in net fiscal surplus to the City over 50 years (on a present-value basis)
- \$529 million in net fiscal impact to County over 50 years (on a present-value basis), including additional direct property tax revenue to County Fire and County Library
- 3,281 housing units within the District, including affordable housing a multiple income levels
- 21,781 direct, indirect, and induced temporary, construction-related jobs in the City and County
- 9,349 direct, permanent jobs in the City
- 4,269 additional indirect and induced permanent jobs in the City and County (total of 14,349 direct, indirect, and induced jobs)
- \$3.7 billion in economic output from construction in the City and County
- \$1.8 billion in annual ongoing economic output in the City and County.

5.0 Financing Section

Projections included in this IFP are based on research and analysis of available data at the time of IFP for purposes of planning and illustration. Actual results may differ from those expressed in this document.

The Carson EIFD represents a partnership between the City and County, and as such, will be funded by property tax increment from both taxing entities. No other taxing entity is contributing property tax increment to the District. It is anticipated that property tax increment will be utilized on both a “pay-as-you-go” basis as well as security for tax increment bond issuance or loan acquisition.

Portions of the Carson EIFD are located within the boundaries of the former Redevelopment Project Area of the former Redevelopment Agency of Carson, and so property tax revenues generated by the properties within the overlapping area will flow according to the Redevelopment Agency dissolution statutes until all of the Successor Agency’s obligations are retired (currently anticipated in 2041). Redevelopment Property Tax Trust Fund (“RPTTF”) residual revenues are intended to be contributed by the City and County to the District as part of the maximum allocations outlined in the following sections.

The analysis and projections herein reflect the City’s intention to dedicate incremental property tax revenue allocated to the City in lieu of motor vehicle license fees to the District pursuant to Government Code Section 53398.75(1) in addition and in proportion to incremental AB8 property tax.

5.1 Maximum Portion of Incremental Tax Revenue Dedicated to the District

The maximum portion of the City’s property tax increment to be committed to the District will be 52% throughout the District lifetime. The maximum portion of the County’s property tax increment to be committed to the District will be 25% throughout the District lifetime.

5.2 Projection of District Tax Revenues by Year

Table 3 provides an overview of the projected growth of assessed value, property tax increment, and City and County contributions to the District over the District lifetime. It is expected that a total of \$156,266,930 of incremental tax revenues will be allocated to the District by the City, and a total of \$156,266,930 of incremental tax revenues will be allocated to the District by the County, for a total allocation of taxes revenues to the EIFD of \$312,533,860. Table 4 illustrates the accumulation of affordable housing set-side funding.

Table 3: Projection of District Revenues by Year

	Fiscal Year	Incremental Assessed Value	Property Tax Increment @ 1% General Levy	Average City Share Available (AB8+VLF)	City Increment Available	Portion of City Share Allocated	City Increment Allocated	Average County Share Available	County Increment Available	Portion of County Share Allocated	County Increment Allocated	Total Taxes Allocated to EIFD
0	2021 / 2022	\$0	\$0	11.87%	\$0	52%	\$0	24.7%	\$0	25%	\$0	\$0
1	2022 / 2023	\$420,809,462	\$4,208,095	11.87%	\$499,468	52%	\$259,639	24.7%	\$1,038,558	25%	\$259,639	\$519,279
2	2023 / 2024	\$953,315,091	\$9,533,151	11.87%	\$1,131,511	52%	\$588,195	24.7%	\$2,352,782	25%	\$588,195	\$1,176,391
3	2024 / 2025	\$1,225,684,360	\$12,256,844	11.87%	\$1,454,792	52%	\$756,247	24.7%	\$3,024,989	25%	\$756,247	\$1,512,494
4	2025 / 2026	\$1,588,758,230	\$15,887,582	11.87%	\$1,885,733	52%	\$980,264	24.7%	\$3,921,055	25%	\$980,264	\$1,960,528
5	2026 / 2027	\$2,218,486,210	\$22,184,862	11.87%	\$2,633,171	52%	\$1,368,806	24.7%	\$5,475,224	25%	\$1,368,806	\$2,737,612
6	2027 / 2028	\$2,432,710,118	\$24,327,101	11.87%	\$2,887,439	52%	\$1,500,982	24.7%	\$6,003,929	25%	\$1,500,982	\$3,001,964
7	2028 / 2029	\$2,609,863,141	\$26,098,631	11.87%	\$3,097,705	52%	\$1,610,286	24.7%	\$6,441,142	25%	\$1,610,286	\$3,220,571
8	2029 / 2030	\$2,851,182,832	\$28,511,828	11.87%	\$3,384,133	52%	\$1,759,180	24.7%	\$7,036,719	25%	\$1,759,180	\$3,518,360
9	2030 / 2031	\$3,009,340,228	\$30,093,402	11.87%	\$3,571,854	52%	\$1,856,763	24.7%	\$7,427,052	25%	\$1,856,763	\$3,713,526
10	2031 / 2032	\$3,172,336,888	\$31,723,369	11.87%	\$3,765,318	52%	\$1,957,332	24.7%	\$7,829,327	25%	\$1,957,332	\$3,914,664
11	2032 / 2033	\$3,397,374,003	\$33,973,740	11.87%	\$4,032,420	52%	\$2,096,180	24.7%	\$8,384,719	25%	\$2,096,180	\$4,192,360
12	2033 / 2034	\$3,608,452,600	\$36,084,526	11.87%	\$4,282,954	52%	\$2,226,415	24.7%	\$8,905,661	25%	\$2,226,415	\$4,452,831
13	2034 / 2035	\$3,721,106,377	\$37,211,064	11.87%	\$4,416,665	52%	\$2,295,923	24.7%	\$9,183,691	25%	\$2,295,923	\$4,591,845
14	2035 / 2036	\$3,836,476,366	\$38,364,764	11.87%	\$4,553,600	52%	\$2,367,106	24.7%	\$9,468,424	25%	\$2,367,106	\$4,734,212
15	2036 / 2037	\$3,930,533,765	\$39,305,338	11.87%	\$4,665,239	52%	\$2,425,139	24.7%	\$9,700,557	25%	\$2,425,139	\$4,850,279
16	2037 / 2038	\$4,026,472,313	\$40,264,723	11.87%	\$4,779,111	52%	\$2,484,333	24.7%	\$9,937,334	25%	\$2,484,333	\$4,968,667
17	2038 / 2039	\$4,124,329,632	\$41,243,296	11.87%	\$4,895,260	52%	\$2,544,711	24.7%	\$10,178,846	25%	\$2,544,711	\$5,089,423
18	2039 / 2040	\$4,224,144,097	\$42,241,441	11.87%	\$5,013,732	52%	\$2,606,297	24.7%	\$10,425,188	25%	\$2,606,297	\$5,212,594
19	2040 / 2041	\$4,325,954,851	\$43,259,549	11.87%	\$5,134,573	52%	\$2,669,114	24.7%	\$10,676,457	25%	\$2,669,114	\$5,338,228
20	2041 / 2042	\$4,429,801,820	\$44,298,018	11.87%	\$5,257,832	52%	\$2,733,188	24.7%	\$10,932,751	25%	\$2,733,188	\$5,466,375
21	2042 / 2043	\$4,535,725,729	\$45,357,257	11.87%	\$5,383,555	52%	\$2,798,543	24.7%	\$11,194,171	25%	\$2,798,543	\$5,597,086
22	2043 / 2044	\$4,643,768,116	\$46,437,681	11.87%	\$5,511,793	52%	\$2,865,205	24.7%	\$11,460,820	25%	\$2,865,205	\$5,730,410
23	2044 / 2045	\$4,753,971,351	\$47,539,714	11.87%	\$5,642,596	52%	\$2,933,200	24.7%	\$11,732,801	25%	\$2,933,200	\$5,866,401
24	2045 / 2046	\$4,866,378,650	\$48,663,787	11.87%	\$5,776,015	52%	\$3,002,556	24.7%	\$12,010,223	25%	\$3,002,556	\$6,005,111
25	2046 / 2047	\$4,981,034,096	\$49,810,341	11.87%	\$5,912,102	52%	\$3,073,298	24.7%	\$12,293,192	25%	\$3,073,298	\$6,146,596
26	2047 / 2048	\$5,097,982,650	\$50,979,826	11.87%	\$6,050,911	52%	\$3,145,455	24.7%	\$12,581,821	25%	\$3,145,455	\$6,290,911
27	2048 / 2049	\$5,217,270,175	\$52,172,702	11.87%	\$6,192,496	52%	\$3,219,056	24.7%	\$12,876,223	25%	\$3,219,056	\$6,438,111
28	2049 / 2050	\$5,338,943,451	\$53,389,435	11.87%	\$6,336,912	52%	\$3,294,128	24.7%	\$13,176,512	25%	\$3,294,128	\$6,588,256
29	2050 / 2051	\$5,463,050,192	\$54,630,502	11.87%	\$6,484,218	52%	\$3,370,702	24.7%	\$13,482,808	25%	\$3,370,702	\$6,741,404
30	2051 / 2052	\$5,589,639,069	\$55,896,391	11.87%	\$6,634,469	52%	\$3,448,807	24.7%	\$13,795,229	25%	\$3,448,807	\$6,897,615
31	2052 / 2053	\$5,718,759,722	\$57,187,597	11.87%	\$6,787,725	52%	\$3,528,475	24.7%	\$14,113,899	25%	\$3,528,475	\$7,056,949
32	2053 / 2054	\$5,850,462,789	\$58,504,628	11.87%	\$6,944,046	52%	\$3,609,736	24.7%	\$14,438,942	25%	\$3,609,736	\$7,219,471
33	2054 / 2055	\$5,984,799,917	\$59,847,999	11.87%	\$7,103,494	52%	\$3,692,622	24.7%	\$14,770,486	25%	\$3,692,622	\$7,385,243
34	2055 / 2056	\$6,121,823,788	\$61,218,238	11.87%	\$7,266,131	52%	\$3,777,165	24.7%	\$15,108,661	25%	\$3,777,165	\$7,554,331
35	2056 / 2057	\$6,261,588,136	\$62,615,881	11.87%	\$7,432,020	52%	\$3,863,400	24.7%	\$15,453,600	25%	\$3,863,400	\$7,726,800
36	2057 / 2058	\$6,404,147,771	\$64,041,478	11.87%	\$7,601,227	52%	\$3,951,359	24.7%	\$15,805,437	25%	\$3,951,359	\$7,902,718
37	2058 / 2059	\$6,549,558,599	\$65,495,586	11.87%	\$7,773,819	52%	\$4,041,078	24.7%	\$16,164,311	25%	\$4,041,078	\$8,082,155
38	2059 / 2060	\$6,697,877,643	\$66,978,776	11.87%	\$7,949,862	52%	\$4,132,590	24.7%	\$16,530,362	25%	\$4,132,591	\$8,265,181
39	2060 / 2061	\$6,849,163,069	\$68,491,631	11.87%	\$8,129,426	52%	\$4,225,934	24.7%	\$16,903,734	25%	\$4,225,934	\$8,451,867
40	2061 / 2062	\$7,003,474,202	\$70,034,742	11.87%	\$8,312,582	52%	\$4,321,144	24.7%	\$17,284,574	25%	\$4,321,144	\$8,642,287
41	2062 / 2063	\$7,160,871,559	\$71,608,716	11.87%	\$8,499,400	52%	\$4,418,258	24.7%	\$17,673,031	25%	\$4,418,258	\$8,836,515
42	2063 / 2064	\$7,321,416,862	\$73,214,169	11.87%	\$8,689,955	52%	\$4,517,314	24.7%	\$18,069,257	25%	\$4,517,314	\$9,034,628
43	2064 / 2065	\$7,485,173,072	\$74,851,731	11.87%	\$8,884,321	52%	\$4,618,352	24.7%	\$18,473,407	25%	\$4,618,352	\$9,236,704
44	2065 / 2066	\$7,652,204,406	\$76,522,044	11.87%	\$9,082,574	52%	\$4,721,410	24.7%	\$18,885,640	25%	\$4,721,410	\$9,442,820
45	2066 / 2067	\$7,822,576,366	\$78,225,764	11.87%	\$9,284,792	52%	\$4,826,530	24.7%	\$19,306,118	25%	\$4,826,530	\$9,653,059
46	2067 / 2068	\$7,996,355,766	\$79,963,558	11.87%	\$9,491,055	52%	\$4,933,751	24.7%	\$19,735,006	25%	\$4,933,752	\$9,867,503
47	2068 / 2069	\$8,173,610,753	\$81,736,108	11.87%	\$9,701,443	52%	\$5,043,118	24.7%	\$20,172,471	25%	\$5,043,118	\$10,086,236
48	2069 / 2070	\$8,354,410,841	\$83,544,108	11.87%	\$9,916,039	52%	\$5,154,671	24.7%	\$20,618,686	25%	\$5,154,671	\$10,309,343
49	2070 / 2071	\$8,538,826,930	\$85,388,269	11.87%	\$10,134,926	52%	\$5,268,456	24.7%	\$21,073,825	25%	\$5,268,456	\$10,536,912
50	2071 / 2072	\$8,726,931,341	\$87,269,313	11.87%	\$10,358,192	52%	\$5,384,517	24.7%	\$21,538,067	25%	\$5,384,517	\$10,769,033
Total			\$2,532,689,294		\$300,610,605	52%	\$156,266,929		\$625,067,718	25%	\$156,266,929	\$312,533,858
Present Value			\$1,083,076,794		\$128,552,828	52%	\$66,825,838		\$267,303,353	25%	\$66,825,838	\$133,651,676

Note: Present value at 3% discount rate.

Table 4: Projection of Affordable Housing Set-Aside Funds

	Fiscal Year	Total Taxes Allocated to EIFD	Affordable Housing Set- Aside
0	2021 / 2022	\$0	\$0
1	2022 / 2023	\$519,279	\$103,856
2	2023 / 2024	\$1,176,391	\$235,278
3	2024 / 2025	\$1,512,494	\$302,499
4	2025 / 2026	\$1,960,528	\$392,106
5	2026 / 2027	\$2,737,612	\$547,522
6	2027 / 2028	\$3,001,964	\$600,393
7	2028 / 2029	\$3,220,571	\$644,114
8	2029 / 2030	\$3,518,360	\$703,672
9	2030 / 2031	\$3,713,526	\$742,705
10	2031 / 2032	\$3,914,664	\$782,933
11	2032 / 2033	\$4,192,360	\$838,472
12	2033 / 2034	\$4,452,831	\$890,566
13	2034 / 2035	\$4,591,845	\$918,369
14	2035 / 2036	\$4,734,212	\$946,842
15	2036 / 2037	\$4,850,279	\$970,056
16	2037 / 2038	\$4,968,667	\$993,733
17	2038 / 2039	\$5,089,423	\$1,017,885
18	2039 / 2040	\$5,212,594	\$1,042,519
19	2040 / 2041	\$5,338,228	\$1,067,646
20	2041 / 2042	\$5,466,375	\$1,093,275
21	2042 / 2043	\$5,597,086	\$1,119,417
22	2043 / 2044	\$5,730,410	\$1,146,082
23	2044 / 2045	\$5,866,401	\$1,173,280
24	2045 / 2046	\$6,005,111	\$1,201,022
25	2046 / 2047	\$6,146,596	\$1,229,319
26	2047 / 2048	\$6,290,911	\$1,258,182
27	2048 / 2049	\$6,438,111	\$1,287,622
28	2049 / 2050	\$6,588,256	\$1,317,651
29	2050 / 2051	\$6,741,404	\$1,348,281
30	2051 / 2052	\$6,897,615	\$1,379,523
31	2052 / 2053	\$7,056,949	\$1,411,390
32	2053 / 2054	\$7,219,471	\$1,443,894
33	2054 / 2055	\$7,385,243	\$1,477,049
34	2055 / 2056	\$7,554,331	\$1,510,866
35	2056 / 2057	\$7,726,800	\$1,545,360
36	2057 / 2058	\$7,902,718	\$1,580,544
37	2058 / 2059	\$8,082,155	\$1,616,431
38	2059 / 2060	\$8,265,181	\$1,653,036
39	2060 / 2061	\$8,451,867	\$1,690,373
40	2061 / 2062	\$8,642,287	\$1,728,457
41	2062 / 2063	\$8,836,515	\$1,767,303
42	2063 / 2064	\$9,034,628	\$1,806,926
43	2064 / 2065	\$9,236,704	\$1,847,341
44	2065 / 2066	\$9,442,820	\$1,888,564
45	2066 / 2067	\$9,653,059	\$1,930,612
46	2067 / 2068	\$9,867,503	\$1,973,501
47	2068 / 2069	\$10,086,236	\$2,017,247
48	2069 / 2070	\$10,309,343	\$2,061,869
49	2070 / 2071	\$10,536,912	\$2,107,382
50	2071 / 2072	\$10,769,033	\$2,153,807
Total		\$312,533,858	\$62,506,772
Present Value		\$133,651,676	\$26,730,335

Note: Funding may not be expended each year, may be accumulated until the PFA has determined an efficient use / expenditure of such funding.

These projections are based on research and analysis of available data at the time of IFP preparation for purposes of illustration. Actual results may differ from those expressed in this document. Appendix C provides additional detail for the projected revenue analysis.

5.3 Plan for Financing Public Facilities

The PFA intends to utilize numerous funding sources and financing mechanisms to implement the projects identified in Section 3.2, potentially including District tax increment, grant sources, impact fees, private sector investment, and/or other sources. Separate from its participation in the District, the City has implemented a CFD to assist with ongoing services and maintenance of public improvements within the District.

As it pertains to the use of District tax increment, the PFA intends to incur debt only when it is financially prudent to do so. It is estimated at this time that approximately \$134 million of EIFD funding (in present value dollars) will be made available through bond or loan proceeds and pay-as-you-go proceeds over the District lifetime. It is estimated that approximately \$50 million will be available in the first 20 years of the District lifetime. It may be the case that multiple debt issuances will be necessary to achieve the targeted funding capacity.

5.4 Limit on Total Dollars Allocated to the District

The total number of dollars or taxes that may be allocated to the District shall not exceed \$313,000,000 (nominal dollars). This represents a maximum allocation of \$156,500,000 from the City and \$156,500,000 from the County over the District lifetime.

The limit on the total number of dollars that the City and County will contribute to the EIFD shall be defined as the annual amount of the City and County contributions that is needed to pay bond payments, or otherwise fund the approved list of infrastructure and other projects and expenses of the District, with an estimated cost of approximately \$50 million (in present value dollars) over the first 20 years of the District lifetime and approximately \$134 million (in present value dollars) over the entire District lifetime. The infrastructure and other projects shall be considered fully funded when all projects have been financed by bonds, excess tax increment, or other funds. In the following fiscal year after the projects have been fully funded, and any year thereafter up to the time limit, any City and County contributions in excess of remaining bond payments shall be returned by the EIFD to the City and County according to their respective proportions. The EIFD shall provide the County an annual accounting of the status of the funding of the approved infrastructure projects and notify the County when they have been fully funded.

To the extent a computation of the limit on total dollars allocated to the district is needed in future dollars at some time in the future, the analysis shall utilize as a benchmark index the California Department of General Services (DGS) California Construction Cost Index (CCCI).

The PFA authorizes the County, throughout the existence of the PFA and the District, to review the PFA's calculations to determine if excess property tax increment revenue exists, as defined above, in any given year. The PFA shall cooperate with such review by providing reasonable access, inspection privileges, and copies of the PFA's and/or District's records to County staff upon request, as necessary to review the PFA's calculations. In the event a County review

determines excess property tax increment revenue exists, the PFA shall return such excess back to the City and County in proportion to those entities' contributions to the excess amount.

5.5 District Termination Date

The District will cease to exist the earlier of: (i) forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA, or (ii) June 30, 2099. This IFP assumes that the District will be formed in Fiscal Year 2021-2022 and will begin receiving tax revenues in Fiscal Year 2022-2023.

5.6 Analysis of Costs to Provide Facilities and Services

Appendix D to this IFP includes, as part of the Fiscal Impact Analysis, an analysis of the costs to the City and County for providing facilities and services to the area of the District. It is estimated that, at Year 20 of the District lifetime (assumed stabilized buildout of District area), annual costs to the City will be approximately \$14.2 million, and annual costs to the County will be approximately \$7.6 million to service the area of the District.

5.7 Fiscal Impact Analysis

Appendix D to this IFP includes an analysis of the projected fiscal impact of the District and the associated development upon both the City and the County, as the only two affected taxing entities that are contributing tax increment revenues to the District. Table 5 presents an overview of fiscal impacts to the City and County.

Table 5: Overview of Fiscal Impacts to City and County

	Annual (Stablized Year 20)	Year 0-50 Nominal Total	Year 0-50 Present Value @ 3.0%
City of Carson			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$17,219,617	\$1,054,660,400	\$427,417,900
Estimated Fiscal Expenditures	\$14,193,500	\$879,816,000	\$352,870,800
Estimated Net Fiscal Impact to City	\$3,026,117	\$174,844,400	\$74,547,100
County of Los Angeles			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$29,958,550	\$1,728,056,400	\$718,604,900
Estimated Fiscal Expenditures	\$7,568,100	\$471,059,500	\$189,721,600
Estimated Net Fiscal Impact to County	\$22,390,450	\$1,256,996,900	\$528,883,300

It is estimated that, at Year 20 of the District lifetime, the District area will generate an annual net fiscal surplus of \$3.0 million to the City and an annual net fiscal surplus of \$22.4 million the County. Over 50 years, District activity will generate a positive net fiscal impact of approximately \$74.5 million for the City and \$528.9 million for the County on a present-value basis. This is in addition to the Community economic benefits outlined in Section 4 of this IFP (e.g. jobs, housing, remediation of contamination, connectivity, active transportation).

5.8 Developer Reimbursement for Transit Priority Project

The PFA does not intend to finance any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of the District and qualifies for the Transit Priority Project Program, pursuant to Section 65470. To the extent that a developer is willing to fund Transit Priority Project infrastructure expenditures beyond and in advance of said developer's fair share (not contemplated at this time), the PFA may consider and evaluate such reimbursement at the appropriate time.

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6.0 Removal of Dwelling Units and Replacement Housing Plan

The PFA does not anticipated that any housing units will be removed as a result of any project identified in this IFP. However, if any relocation of dwelling units is deemed to be required in the future for a project financed by the District, the PFA will comply with the requirements of Government Code Section 53398.56.

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7.0 Goals of the District

The goals of the District's implementation of the public facilities outlined in Section 3.2 is to support the City's General Plan, facilitate the cleanup and reuse of former landfill sites serving the larger County region, support implementation of regional connectivity through active transportation, and facilitate the growth of a regional educational institution in CSUDH. The District additionally aims to implement Statewide policy goals of housing supply and sustainable infrastructure investment.

The underlying objectives include economic development in the form of fiscal revenue generation for the City, County, and other taxing entities, job creation, provision of new housing supply at multiple income levels, improvement of quality of life, and promotion of environmental sustainability. The District will be utilized to address critical infrastructure and affordable housing project funding, which are needed to catalyze private sector investment and development.

8.0 Appendices

Appendix A: Map of Boundaries of the Carson EIFD

Appendix B: Legal Description of the Carson EIFD

Appendix C: Projected Tax Increment Revenue Analysis

Appendix D: Fiscal Impact Analysis

Appendix E: General Plan Environmental Impact Report

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APPENDIX E

Program Overview Community Economic Resilience Fund (CERF)



COMMUNITY ECONOMIC RESILIENCE FUND (CERF)

OVERVIEW: CERF's planning phase will establish regional, inclusive planning tables to develop blueprints and align resources for each region's economic future. These regional tables will result in recommended investments throughout the region that will support economic recovery from COVID-19, bolster equity outcomes, and facilitate the transition to carbon neutrality.

PROGRAM VISION: Deliver a sustainable and equitable recovery from the economic distress of COVID-19 that meets communities and regions where they are by supporting new regional plans and investing in strategies and projects that help diversify regional economies and develop or expand environmentally sustainable industries that create high-quality, broadly accessible jobs for all Californians.

Program Objectives

- Support the development of meaningfully inclusive regional planning processes that produce regional roadmaps for economic recovery from COVID-19 that prioritize the creation of accessible, high-quality jobs in sustainable industries.
- Invest in projects proposed by regional planning tables that respond to negative economic impacts of COVID-19 and meet criteria for equity, job quality, and sustainability, among others.
- Align and leverage state investments (e.g., High Road Training Partnerships, community capacity building programs), federal investments (e.g., Infrastructure Investment and Jobs Act), and philanthropic and private-sector investments in regions to maximize COVID-19 recovery efforts.

What Does Success Look Like?

- **Planning phase.** Inclusive, diverse, transparent, and accountable regional planning that results in a holistic strategy and recommended series of investments to recover from COVID-19, grow sustainable industries, diversify regional economies, and increase access to high quality jobs.
- **Implementation phase.** Projects throughout the region that advance globally competitive and sustainable industries and high-quality jobs with clear employment pathways for underserved and incumbent workers facing industry disruption after COVID-19.

Program Detail

1. **Phase 1—Regional Planning Grants:**

- a. Create 13 Regional Collaboratives that will receive ~\$5M each.



- b. Establish new, inclusive regional planning tables starting in spring/summer 2022. Much like a “team of teams,” they will incorporate existing local efforts to address planning on a broader regional scale.
- c. Develop localized integrated recovery and transition plans that meet regions where they are. Plans will include analysis of industry sectors and labor markets, with actionable research and consultation from expert institutions.
- d. Embed locally-hired coordinators to facilitate ongoing engagement, partnership, and relationship-building activities with business, labor, community, government, education, economic development, federally and non-federally recognized tribes, and other key stakeholder groups.
- e. Support participants to increase access and broaden participation in the planning process.
- f. Provide technical assistance to guide convening, evaluation, research priorities, and other needs during the planning phase.
- g. Create holistic investment strategies that address disproportionate impacts of COVID-19 by diversifying the economy, and developing or growing sustainable industries that create accessible, well-paying jobs. Strategies should complement, incorporate, or expand on existing plans such as Comprehensive Economic Development Strategies (CEDS), as applicable and relevant.

2. Phase 2—Implementation Grants:

- a. Provide approximately \$500M in rolling, competitive grants from Fall 2022 to June 2024. Includes reserve funding for each region for competitive bidding.
- b. Fund projects in localities across the regions based on regional plans developed and criteria outlined.
- c. In cases with prior inclusive planning processes, regions may be eligible to apply for “early implementation” pilot projects. More details forthcoming regarding eligibility and criteria.
- d. Ensure projects support economic recovery and transition for populations and/or industries disproportionately impacted by COVID-19, while promoting economic diversification, sustainability, and equity. Outcomes will drive the growth of globally competitive, sustainable industries with well-paying, accessible jobs and bolster equity outcomes by race, ethnicity, gender, and geography.



Best-Case Scenario Timelines

Month	Program Progress
December 2021	Release of finalized regions
December 2021	Draft guidelines for Planning Grants released for public comment
January 2022	Listening-session webinar for public feedback
February 2022	Planning Grant solicitation released
March 2022	Draft guidelines for implementation grants released
April 2022	Planning Grant finalists selected and grants awarded
August 2022	Implementation grant solicitation released
October 2022	Begin awarding implementation grants
June 2024	Funds must be encumbered
October 2026	Funds must be expended

Resources

- [SB-162 Community Economic Resilience Fund Program](#)
- [Community Economic Resilience Fund - Office of Planning and Research \(ca.gov\)](#)

Contact Information

- Mary Collins, Governor's Office of Planning and Research. Mary.Collins@opr.ca.gov



Finalized CERF Regions and Responses to Frequently Asked Questions

We thank everyone for submitting comments and voicing your suggestions and concerns. The CERF Team has thoroughly reviewed all comments submitted, and below we provide finalized economic regions with high-level responses to some common themes and questions.

Final CERF Regions:





Economic Regions and Corresponding Counties:

Economic Regions	Counties
Southern Border	<ul style="list-style-type: none"> • Imperial • San Diego
Inland Empire	<ul style="list-style-type: none"> • Riverside • San Bernardino
Los Angeles County	
Orange County	
Central Coast	<ul style="list-style-type: none"> • Monterey • San Benito • Santa Barbara • Santa Cruz • San Luis Obispo • Ventura
Northern San Joaquin Valley	<ul style="list-style-type: none"> • Merced • San Joaquin • Stanislaus
Central San Joaquin Valley	<ul style="list-style-type: none"> • Fresno • Kings • Madera • Tulare
Kern County	
Eastern Sierra	<ul style="list-style-type: none"> • Alpine • Amador • Calaveras • Inyo • Mariposa • Mono • Tuolumne
Bay Area	<ul style="list-style-type: none"> • Alameda • Contra Costa • Marin • Napa • San Francisco • San Mateo • Santa Clara



Economic Regions	Counties
	<ul style="list-style-type: none"> • Solano • Sonoma
Sacramento	<ul style="list-style-type: none"> • Colusa • El Dorado • Nevada • Placer • Sacramento • Sutter • Yolo • Yuba
Redwood Coast	<ul style="list-style-type: none"> • Del Norte • Humboldt • Lake • Mendocino
North State	<ul style="list-style-type: none"> • Butte • Glenn • Lassen • Modoc • Plumas • Shasta • Sierra • Siskiyou • Tehama • Trinity

Frequently Asked Questions:

1. Q: My region already has some existing economic development planning efforts. Will the CERF-funded regional planning table overtake or erase our efforts? In other words, how will subregional efforts tie into the CERF economic regions?
 - a. CERF seeks to build on, not overtake existing economic development efforts. Think of these new, regional planning tables as a “team of teams.” Existing local planning efforts (e.g., Comprehensive Economic Development Strategies, High Road Training Partnerships, recovery task forces, etc.) will be incorporated into the larger planning table, alongside representatives from other voices and/or corners of the region that



may have not been involved in prior planning efforts. The organization that serves as the “neutral intermediary” or “convener” will help facilitate setting these new, inclusive planning tables. The momentum and activities of more localized planning efforts will be able to continue.

2. Q: My region is large and diverse. The delineation of regions does not reflect the reality of many communities and economies, and I worry that rural, tribal, and minority communities will not be meaningfully included in the process.
 - a. The aim of this program is to create meaningfully inclusive planning tables to collaborate in the design of a blueprint for a region’s recovery from COVID-19 and transition to a carbon-neutral economy. Just like a “team of teams,” representatives from various community groups throughout the CERF economic region—from urban to rural to tribal—must be at the table to provide their input, perspective, and expertise. That’s what makes this program so transformational and meaningful: a community and worker-centered approach to economic development planning.
3. Q: Industries don’t fit neatly within the CERF economic regions. How do we accommodate for this in our processes?
 - a. We understand that industries may exist in several regions, and/or industries may cross regional borders. The planning phase may account for this, and implementation projects can support projects that cross regional boundaries. During the planning process, you are encouraged to collaborate with any of the other economic regions, especially those who have similar industries and/or economic challenges. To the extent feasible, the state team can help support making these connections among economic regions.
4. Q: You mentioned specific examples of local and regional economic development planning efforts that have been taking place in California. If I’m located in the same region as one of these planning processes but am not already part of that effort, have we already missed the opportunity to be at the table?
 - a. No, these regional tables will be new tables and there will be opportunity to engage regardless of what previous activity has occurred in your area. The CERF economic planning process is an opportunity to engage many new voices and communities who may not have previously participated in economic development efforts in your region.



5. Q: Your memo failed to highlight the uniqueness of my county or region, and/or did not include the specific efforts that my organization is doing.
 - a. A: We understand that each locality, county, and region is unique. Moreover, we realize there are impressive efforts happening around the state, ranging from High Road Training Partnerships to Economic Development Councils, among others. We certainly did not attempt to touch on all the unique localities and partnerships in our large and diverse state, and instead we opted for a more manageable, higher-level memo.
6. Q: Why will regions receive the same amount for planning efforts?
 - a. We are providing all regions with the same amount for planning because each region faces different types of difficulties as it relates to recovery from COVID-19, and we aim to provide resources to all parts of the state.
7. Q: This all seems to be moving very quickly. Why?
 - a. The funds are from the American Rescue Plan Act and must be encumbered by June 30, 2024 for both the planning and implementation phases. Therefore, we aim to strike a balance between providing enough time for public comments and feedback on the program, while also ensuring that each region has enough time to come together to work on planning processes.
8. Q: I have questions about the planning phase, such as what entities are eligible to apply.
 - a. A: We welcome your questions and feedback on the planning phase. Draft guidelines will be available for public comment in December 2021.

APPENDIX F

CALED Flyer on Financing Tools

California Economic Development Financing Tools



The dissolution of redevelopment eliminated one of California's most powerful tools for economic development at the local level. Today, Enhanced Infrastructure Financing Districts (EIFDs) and Community Revitalization Investment Authorities (CRIAs) are the tax increment financing tools to accomplish redevelopment. While EIFDs and CRIAs have many useful powers, they remain limited compared to former redevelopment agencies (RDAs).

The following chart compares the powers and financing tools under RDAs, EIFDs, and CRIAs, and highlights the gaps that remain compared to what economic development practitioners need today.

We are grateful for legislators' hard work creating and improving these and other tools, such as AB 806. We also need further changes to make these tools effective for fostering economic growth in California.

TAX INCREMENT FINANCING TOOLS COMPARISON CHART

POWERS

TOPIC	RDA	EIFD	CRIA	WHAT'S NEEDED
Infrastructure Financing	● Yes — if no other reasonable means of financing available	● Yes — for public capital facilities and projects of community-wide significance	● Yes	
Land Acquisition	● Yes — may acquire itself or finance acquisition	● Yes — finance acquisition only	● Yes — may acquire itself or finance acquisition	Permit EIFDs to acquire itself
Eminent Domain	● Yes — 12 year limit	● Under Gatto only for environmental remediation	● Yes — 12 year limit	Permit under EIFD
Land Conveyance	● Yes	○ No	● Yes — may convey surplus properties	Permit under EIFD
Environmental Remediation	● Yes	● Yes	● Yes	
Affordable Housing	● Yes — 20% set-aside	● Yes — no set-aside but any housing units assisted must be affordable	● Yes — 25% set-aside	
Maintenance, Operations and Services	○ No	● Yes — maintenance of improvements financed by EIFD	○ No	Permit under CRIA

FINANCING

TOPIC	RDA	EIFD	CRIA	WHAT'S NEEDED
Property Tax Increment	● Yes — mandatory for all taxing agencies	● Yes — Only for consenting taxing agencies based on shares designated in plan. Education districts may not consent	● Yes — Only for consenting taxing agencies based on shares designated in plan. Education districts may not consent	Develop tools to encourage participation from other taxing agencies. Allow school districts to voluntarily participate.
Other Tax Revenues	○ No	● Yes — only for consenting agencies to fund housing and infrastructure	○ No	Permit under CRIA
Issuance of Tax Allocation Bonds	● Yes — with Board approval	● Yes — no voter approval required	● Yes — no voter approval required	
Term	● Up to 45 years of receipt of taxes to repay debt	● Up to 45 years from issuance of bonds	● Up to 45 years from district formation	

● Full Power ● Limited Power ○ No Power



EIFDs and CRIAs are Not Viable Tools for Many Cities

Revenues generated under EIFDs and CRIAs are much smaller compared to RDAs because they are limited to participating agency shares, schools are not permitted to participate, and in many cases there are not enough revenues remaining after fulfilling former redevelopment agency obligations. Unless another agency voluntarily participates, EIFDs and CRIAs are limited to City shares of property tax revenue and do not generate a new funding source for economic development.

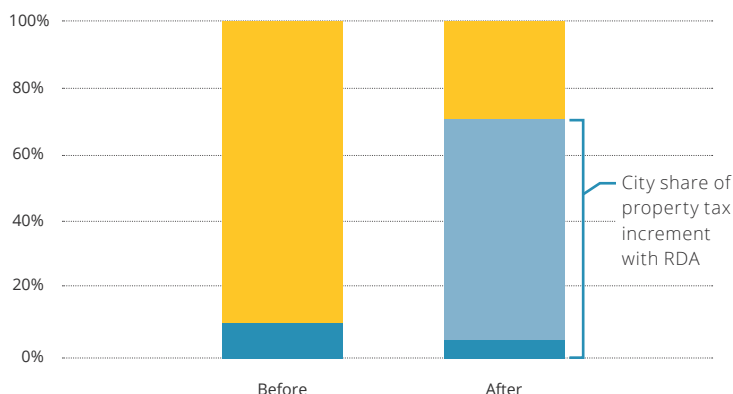
Many cities receive a small share of property tax revenues that range from as little as 3 to 10 percent. Our members have found that EIFDs and CRIAs are only feasible for a small number of cities who have a larger share of property tax revenues and significant new development in the proposed district. Additionally, many cities have lost their internal capacity to pursue an EIFD or CRIA due to limited personnel and budget constraints. The process to form an EIFD or CRIA can be too challenging if it requires full CEQA review (versus a programmatic EIR permitted for RDAs) and voter approval to form the district or issue bonds.

Potential solutions could be to develop tools to encourage other taxing agencies to participate if demonstrated that they benefit financially from new tax revenues generated by the district, or to allow school districts to voluntarily participate if projects are mutually beneficial, such as affordable housing for teachers.

TIF FINANCING TODAY

WITH REDEVELOPMENT

Share of Future Tax Revenues

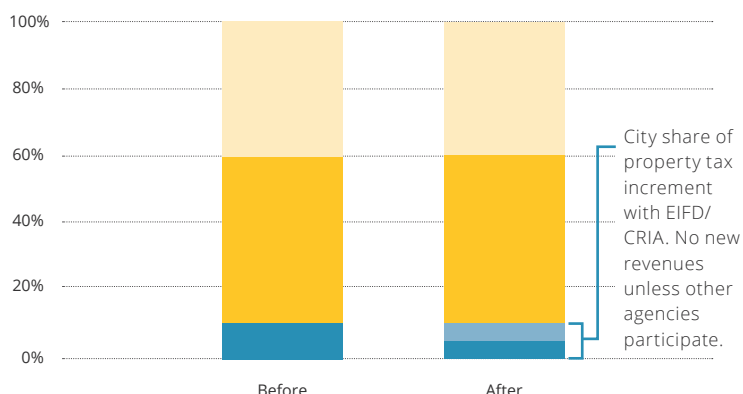


Significant, unilateral increase in local tax revenues

■ City Share ■ TIF ■ Other Agencies ■ Schools

TODAY WITH EIFD/CRIA

Share of Future Tax Revenues



School or community college districts may not participate.
No increase in local tax revenues, unless agencies elect to participate.

CALED and our Economic Development Finance and Real Estate experts are ready to work with legislators and the Administration to identify ways to address these gaps. Please contact us today.

ATTACHMENT C

DRAFT

Opportunity Brief LONE TREE / SLATTEN RANCH EMPLOYMENT CENTER Antioch, CA

Overview

As part of a citywide economic development initiative, the City of Antioch has identified the Lone Tree / Slatten Ranch area as a top priority for future development as a major employment center.

Profile of the Lone Tree / Slatten Ranch Area

<i>Location / boundaries:</i>	See Figure 1 (boundaries) and Figure 2 (regional location).
<i>Developable area:</i>	Total area of 315.5 acres, of which 140 acres is currently undeveloped
<i>Existing land uses:</i>	Mostly vacant/undeveloped land; southern portion of area includes the Slatten Ranch Shopping Center, which anchors Antioch's most vibrant regional retail area.
<i>Surrounding built environment:</i>	This site abuts (and includes a portion of) a vibrant concentration of regional retail facilities (including Slatten Ranch Shopping Center, Empire Shopping Center, Empire Crossings and Lone Tree Plaza) that straddles the Antioch/Brentwood boundary. Key retail anchor tenants include: Target, Bed Bath & Beyond, Barnes & Noble, JC Penney, Best Buy, Office Depot, WinCo, The Home Depot, Kohl's, Michaels, Petco, Trader Joe's, Lowe's and 24 Hour Fitness.
<i>Existing zoning:</i>	S-P/Regional Retail/Employment Generating Lands
<i>Infrastructure:</i>	The site has excellent transportation infrastructure for freight/distribution and for workforce and customer access. The site fronts the SR4 Highway and is immediately adjacent to a Union Pacific Railroad line.

City's Vision/Goals for this Area

The undeveloped portion of this site is ideally suited for a range of industrial and/or business park uses, potentially including the following tenant/business types:

- Manufacturing (e.g., Value Added Advanced Manufacturing or MakerTech within 3 blocks of interchange; potential areas of focus would include Drones/Robotics and Value Added Food Manufacturing)
- Logistics (both warehouse and Just-in-Time) within 3 blocks of interchange
- Wholesale trade for value-added industries (e.g., value added food industries, biosynthetic construction materials, agricultural products from East County and Central Valley)
- R&D facilities (e.g., life science, biosynthetic building materials)
- University/community college field stations related to onsite R&D activities
- Ancillary commercial uses (e.g., restaurants and services oriented to the daytime population)
- Business hotel (needs to be within one block of and visible from highway interchange)
- Possible "Innovation Zone" where office, MakerTech, R&D and entrepreneurial uses can be intermixed in an overlay zoning designation to create collaborative workplaces

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Antioch's Market Position

Future development opportunities in Antioch will be strongly enhanced by Antioch's unique market position, which includes the following features that are advantages over competitor cities in Northern California and out of state:

- Available land for large industrial development projects (competitively priced compared to Highway 880 Corridor)
- Relatively affordable land for adaptive reuse for warehouse and manufacturing compared to inner SF Bay
- Business friendly City with manufacturing/logistics friendly policies (including flexible zoning for various types of industrial/manufacturing uses)
- Large resident/regional workforce to support business growth
- Waterfront / port facilities
- Opportunity to create joint venture programs for Buchanan and Byron Airports, developing the repair, maintenance, and AI software support ecosystems
- Opportunity to create a competitive niche related to anticipated buildout of Concord Naval Station over next ten years (develop the repair, maintenance and AI software support ecosystems for major employers and educational institutions that locate in Concord)
- Affordable East Bay residential location with attractive open space areas, BART station, and waterfront recreational amenities

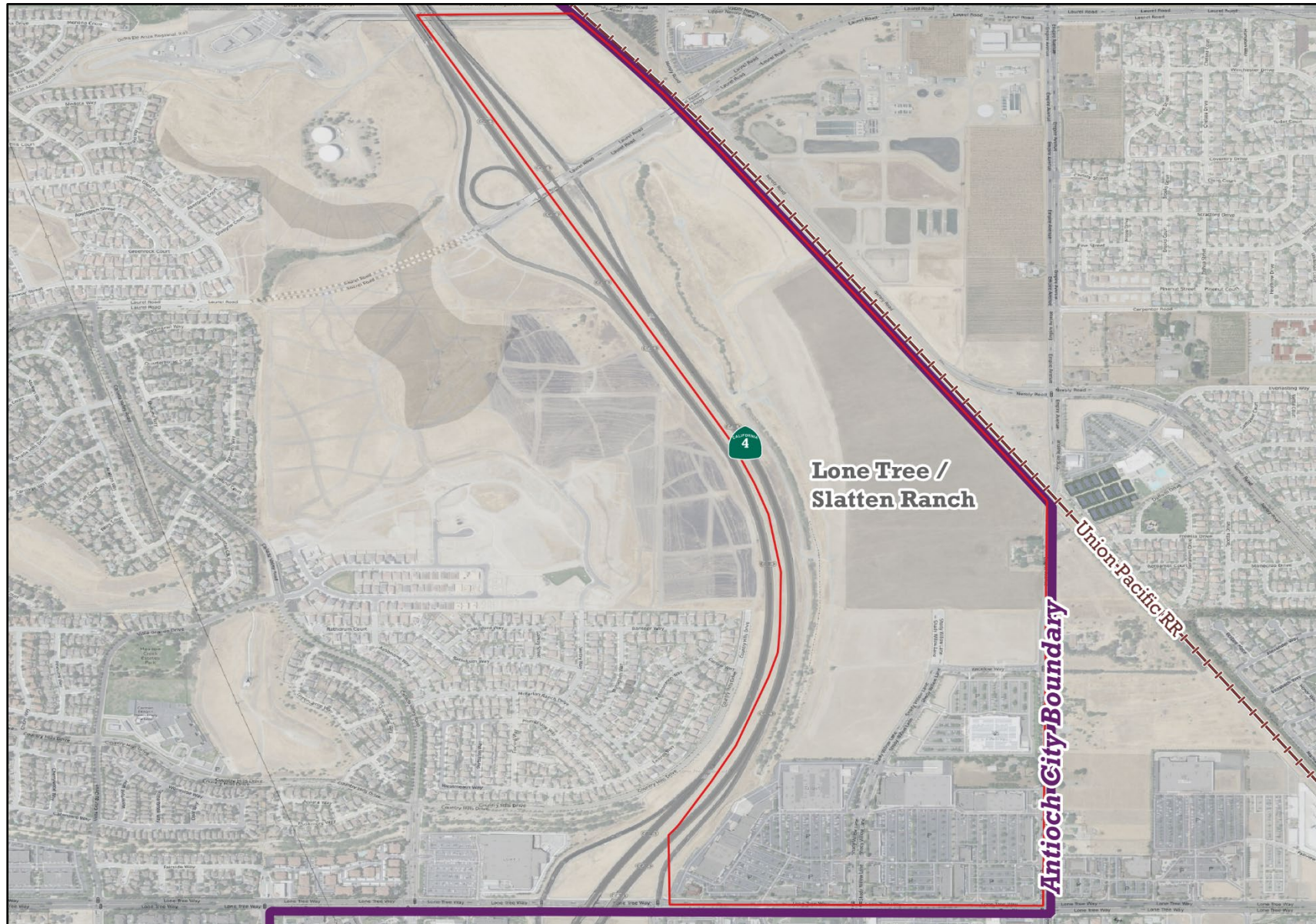
City's Strategic Investments and Incentives

The City anticipates making the following resources/incentives available to facilitate development of targeted land uses:

- Direct City investment in marketing / tenant attraction
- Packaging of workforce training and other available incentives (including Federal, State and Contra Costa County resources) for targeted tenants
- Development of employer co-sponsored training programs with Los Medanos Community College, Cal State, and nearby universities (e.g., University of Davis for biosynthetic and or advanced food manufacturing)
- Strategic infrastructure investments (with priorities to be determined in consultation with property owners)
- Facilitation of infrastructure financing mechanisms for property owners
- Specific Plan preparation (if needed)
- Fast tracking of any necessary zoning changes
- Expedited entitlement/permitting (including waived fees and streamlined CEQA documentation)
- Potential investment in people movers between Amtrak, BART and Bus Stations (i.e., proposed Glydways program)
- Leveraging alliances with neighboring East County cities and service districts, creating regional cooperation in the areas of housing, transportation, telecommunication, educational and workforce development programs.
- Potential positioning of Byron Airport as a drone freight distribution center

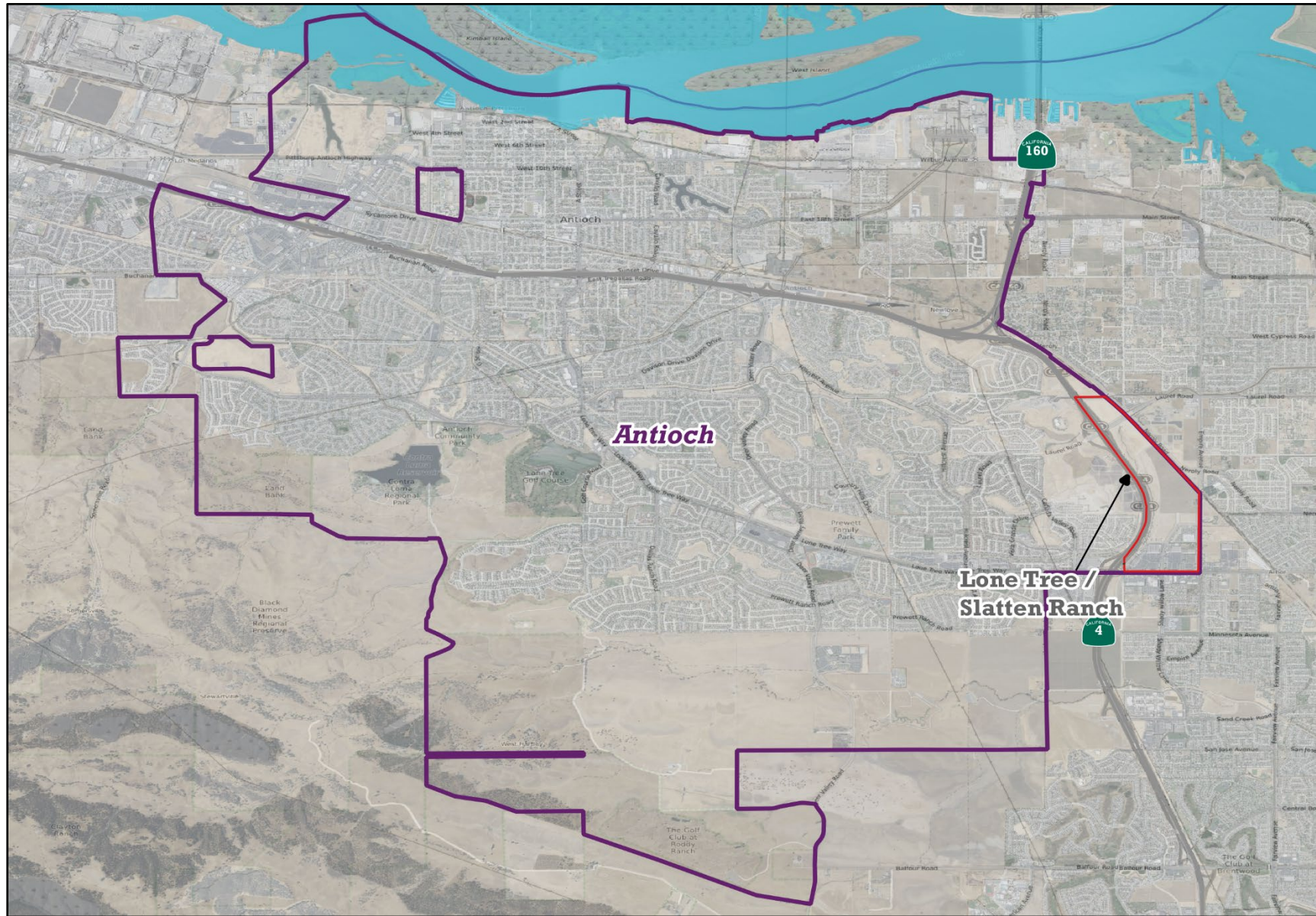
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Figure 1. Lone Tree/Slatten Ranch Employment Center



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Figure 2. Regional Location Map



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Opportunity Brief SOMERSVILLE EMPLOYMENT CENTER Antioch, CA

Overview

As part of a citywide economic development initiative, the City of Antioch has identified the Somersville area as a top priority for future development/redevelopment as a major employment center. This opportunity brief provides an overview of anticipated market potentials and available development incentives applicable to this area.

Somersville Employment Center

<i>Location / boundaries:</i>	See Figure 1 (boundaries) and Figure 2 (regional location).
<i>Developable area:</i>	Total area of 128.0 acres
<i>Existing land uses:</i>	The majority of the land within this area (approximately 145 acres) is currently developed with an older/obsolescent regional shopping mall (Somersville Towne Center), which represents a major redevelopment opportunity within Antioch. Properties around the periphery of the mall are mostly developed with low-density commercial buildings. Business types present in the area include retail/food service, health care and financial services firms. The overall commercial vacancy rate in the Somersville employment center (including the mall and the peripheral buildings is 32%.
<i>Surrounding built environment:</i>	This site is mostly surrounded by residential neighborhoods offering a range of housing products/types.
<i>Existing zoning:</i>	C-3/Regional Commercial
<i>Infrastructure:</i>	The site has excellent regional access based on its adjacency to the SR4 Highway / Somersville Road interchange.

City's Vision/Goals for this Area

The Somersville area is ideally suited for repositioning as a mixed-use "village," whereby the former regional mall would be transformed into a new town center or walkable village retail center. Under this scenario, obsolete department store buildings would be demolished and the inner mall area would be preserved with viable retail tenants. Development around the remaining retail core could include:

- Workforce housing (townhomes and apartments)
- Neighborhood-oriented commercial uses (e.g., grocery, entertainment, fitness facilities, medical clinics and financial institutions)
- Employment-generating industrial uses (including manufacturing and R&D)
- Business hotel

The village concept is intended to attract workers to relocate to Antioch from the inner SF Bay Area who would work at the waterfront, BART station area other local employment centers.

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Antioch's Market Position

Future development opportunities in Antioch will be strongly enhanced by Antioch's unique market position, which includes the following features that are advantages over competitor cities in Northern California and out of state:

- Available land for large industrial development projects (competitively priced compared to Highway 880 Corridor)
- Relatively affordable land for adaptive reuse for warehouse and manufacturing compared to inner SF Bay
- Business friendly City with manufacturing/logistics friendly policies (including flexible zoning for various types of industrial/manufacturing uses)
- Large resident/regional workforce to support business growth
- Waterfront / port facilities
- Opportunity to create joint venture programs for Buchanan and Byron Airports, developing the repair, maintenance, and AI software support ecosystems
- Opportunity to create a competitive niche related to anticipated buildout of Concord Naval Station over next ten years (develop the repair, maintenance and AI software support ecosystems for major employers and educational institutions that locate in Concord)
- Affordable East Bay residential location with attractive open space areas, BART station, and waterfront recreational amenities

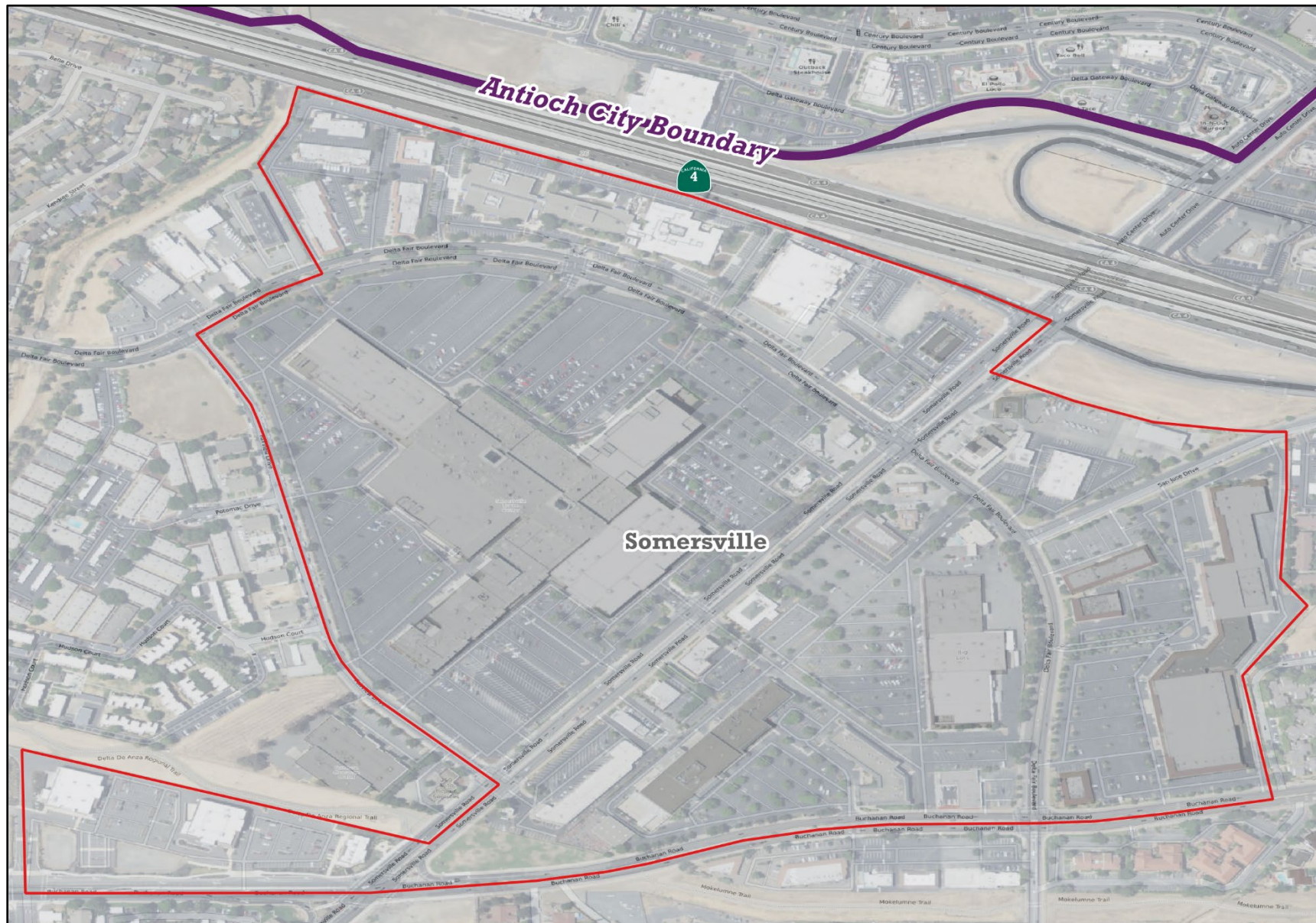
City's Strategic Investments and Incentives

The City anticipates making the following resources/incentives available to facilitate development of targeted land uses:

- Federal Opportunity Zone program (designated area includes Somersville)
- Potential expansion of City's cannabis overlay zone
- Direct City investment in marketing / tenant attraction
- Packaging of workforce training and other available incentives (including Federal, State and Contra Costa County resources) for targeted tenants
- Development of employer co-sponsored training programs with Los Medanos Community College, Cal State, and nearby universities (e.g., University of Davis for biosynthetic and or advanced food manufacturing)
- Strategic infrastructure investments (priorities to be determined with property owners)
- Facilitation of infrastructure financing mechanisms for property owners
- Specific Plan preparation (if needed)
- Fast tracking of any necessary zoning changes
- Expedited entitlement/permitting (including waived fees and streamlined CEQA documentation)
- Potential investment in people movers between Amtrak, BART and Bus Stations
- Leveraging alliances with neighboring East County cities and service districts, creating regional cooperation in the areas of housing, transportation, telecommunication, educational and workforce development programs.
- Potential positioning of Byron Airport as a drone freight distribution center.

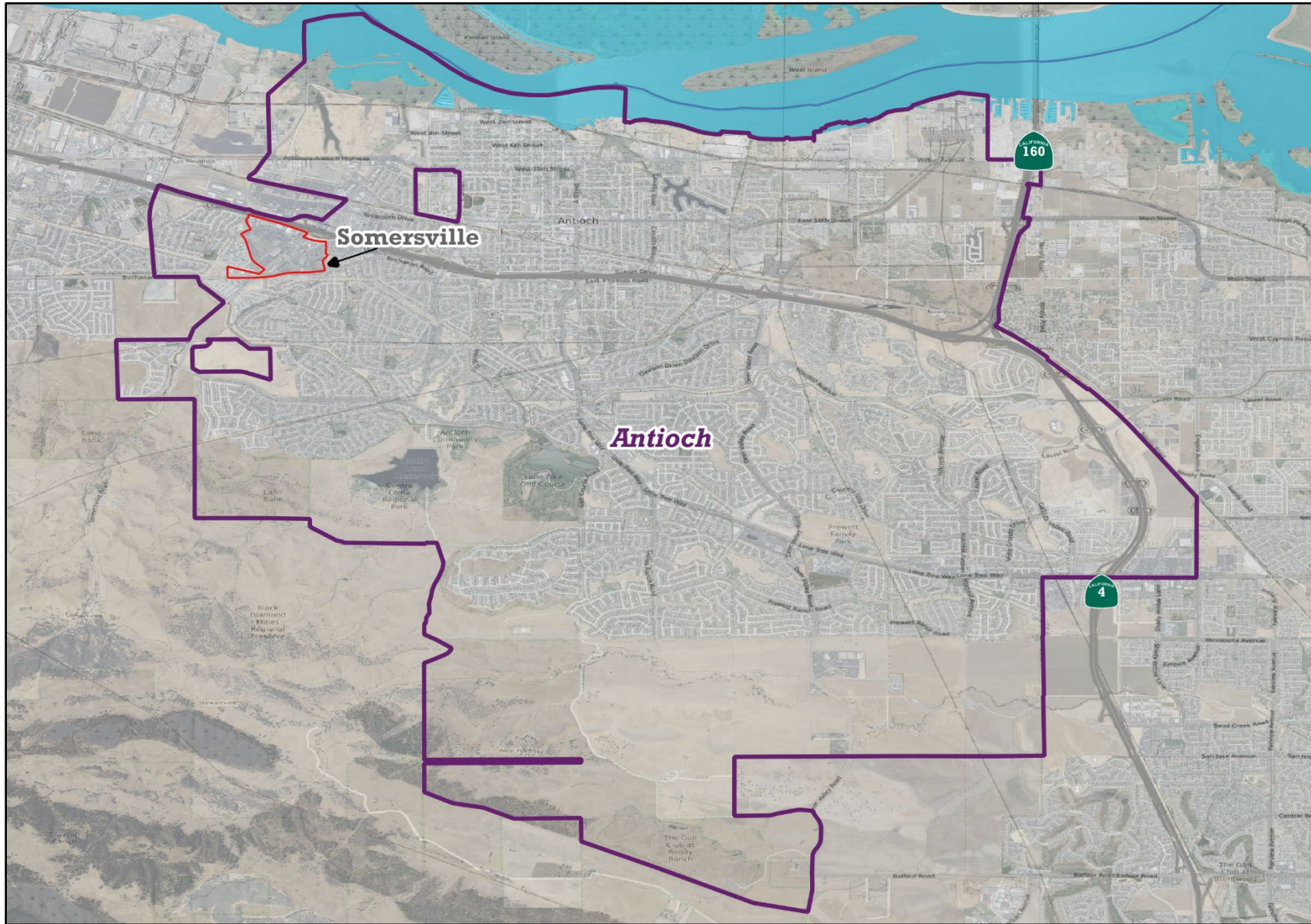
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Figure 1. Somersville Employment Center



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Figure 2. Regional Location Map



ATTACHMENT D

"Reinvest Antioch" ***Economic Development Program***

Action Plan and Tool Kit

**Briefing to
City Council**

**Roger Dale,
The Natelson
Dale Group**

**September 13,
2022**

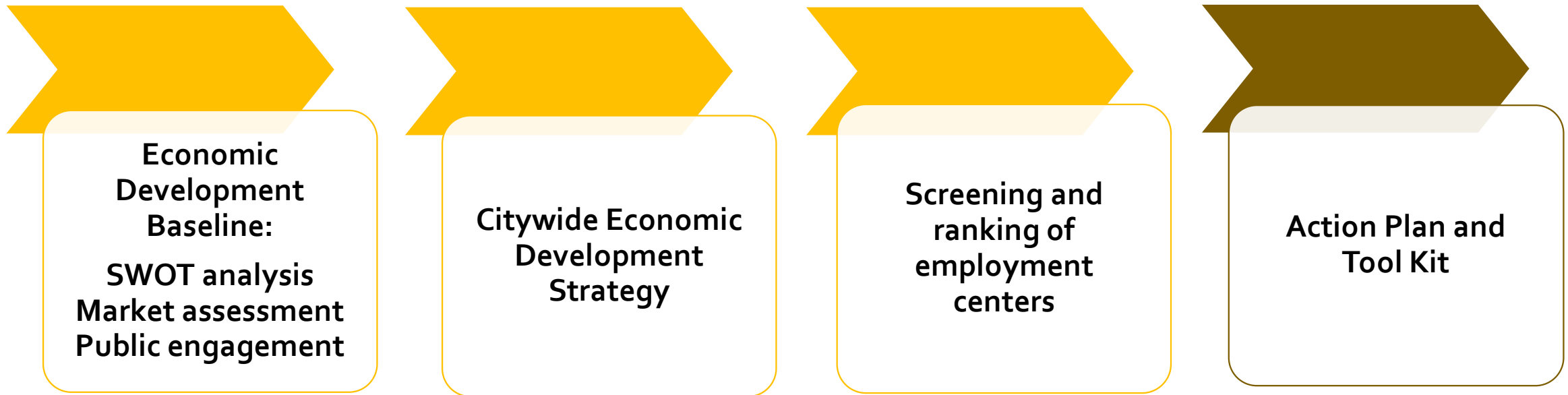
The Natelson Dale Group, Inc. (TNDG)

Economic development and real estate consulting firm established in 1974.

Core service areas:

- Economic development strategic planning
- Target industry analysis
- Business retention/expansion/attraction
- Real estate strategies and downtown revitalization
- Retail market analysis
- Structuring of local/regional alliances

The strategic planning process



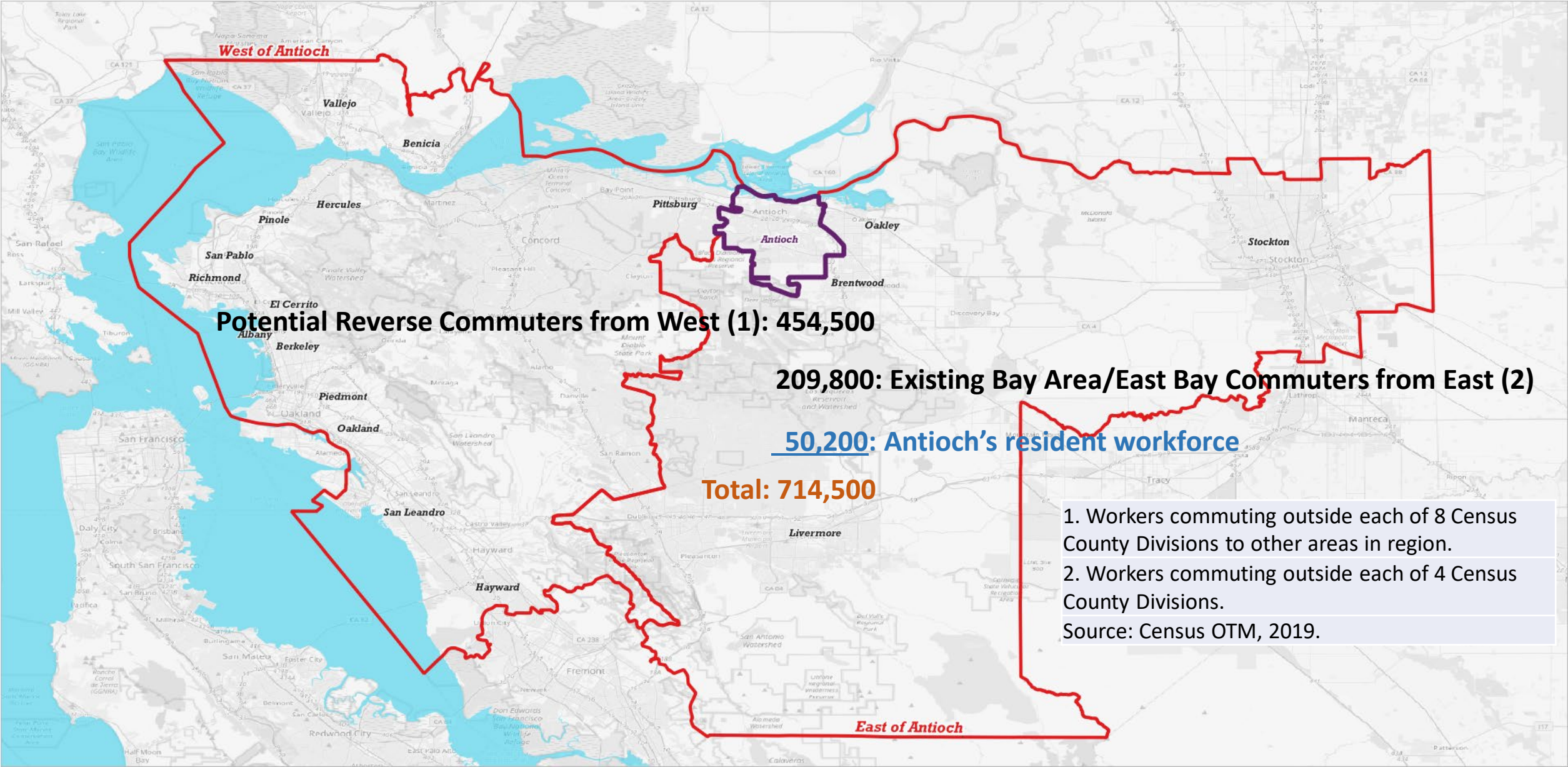
SUMMARY OF STAKEHOLDER ENGAGEMENT:

- Briefings to City Council and Economic Development Commission
- Three “Summit” workshops
- Input from development community (via TRI Commercial)

Antioch's most important competitive advantages

- *Available land* for large industrial development projects
- Opportunities for *adaptive reuse / redevelopment*
- Potential positioning as a *business-friendly City*
- Large *resident/regional workforce*
- *Waterfront / port facilities*
- Potential partnerships with *Buchanan and Byron Airports*
- Competitive niche relative to reuse of *Concord Naval Station*
- *Affordable East Bay housing* with high quality of life

ANTIOCH’S CENTRAL POSITION IN A CROSS-COMMUTING REGION



Some challenges/constraints

- Current “normal” length of project entitlements and conditional use permits
- Lack of existing Tech Centers / employment clusters
- Lack of local academic research center
- Current real estate market dynamics pressure conversion of employment land to residential uses
- Image issues associated with chronic problems (blight, crime, homelessness, education system)
- Lack of a unified plan clearly defining path forward as a City

Industry Clusters: List of Candidate Clusters

Strategic Approach	Local-serving Clusters	“Traded” Clusters
<i>Build on (or facilitate repositioning of) Antioch’s existing core strengths</i>	<ul style="list-style-type: none"> • Health services • Retail/personal services • Hospitality • Local real estate and construction services • Food and beverage processing/distribution • Local utilities 	<ul style="list-style-type: none"> • Construction products (manufacturing) • Water transportation • Environmental services (waste management) • Distribution/electronic commerce
<i>Tap into dominant East Bay industry clusters that are not currently well represented in the city</i>		<ul style="list-style-type: none"> • IT and analytical instruments • Medical devices mfg. • Automotive mfg. • Biopharmaceuticals • Education and knowledge creation • Business services

Industry Clusters: List of Candidate Clusters (continued)

Strategic Approach	“Traded” Clusters
<i>Cultivate or respond to emerging industries that do not currently show up as strong in industry cluster data</i>	<ul style="list-style-type: none">• Cannabis-related• Biosynthetic and or advanced food manufacturing• MakerTech (including possible focus on Drones/Robotics)• Logistics• Wholesale trade for value-added industries• R&D facilities• University/community college field stations

“Global” Implications of Pandemic Potentially Affecting Antioch:

- Dramatic increase in “remote work”
- Acceleration of impacts of e-commerce on retail centers
- Exacerbation of California’s housing affordability crisis
- Changing patterns of land use demand
- Heightened desire to address social equity issues
- Fiscal strains on municipalities (and the availability of federal and state relief funds to mitigate these impacts)

Multi-faceted Action Plan



Important aspects of Action Plan implementation

- Effective economic development requires long view and long-term investment
- Establish “war chest” to provide development/business incentives
- Fund development (i.e., attracting external resources) needs to be a focus of initial efforts
- Framework for prioritization of City investments – nimble/flexible but tied to specific ROI measures

Investment criteria/considerations for City funds

- Market demand
- Return on investment (ROI) compared to alternative uses of City funds
- Acceptable levels of risk exposure for the City
- Need to balance the potential catalytic impacts of larger projects with the opportunities to support smaller businesses and startups
- Requirements for equity and inclusion
- Ability to shift program priorities over time

Potential Funding Sources / Financing Mechanisms

Seed Money for “Antioch Economic Development War Chest”

- American Rescue Plan Act (ARPA) funds (Federal)
- Community Economic Resilience Fund (CERF) (State of California)
- California Infrastructure and Economic Development Bank (IBank)
- Developer fees and/or public benefits payments

Tax Increment Financing Mechanisms

- Enhanced Infrastructure Financing Districts (EIFDs)
- Community Revitalization Investment Authorities (CRIAs)

Initiative 1: Business Development (Job Creation) Pipeline

Key Components:

- Core ED activities – business retention/expansion/attraction
- Target industry program
- ED marketing program

Inclusive Economic Development:

- Targeted outreach to historically disadvantaged businesses, business owners and neighborhoods
- Attraction of firms with strong social equity track records

Initiative 2: Real Estate Development Capacity / Site Readiness

Key Components:

- Flexible zoning
- Streamlined entitlement/permitting/CEQA
- Strategic infrastructure investments
- Land assembly
- Marketing of special status areas (Opportunity Zones, cannabis, etc.)

Inclusive Economic Development:

- Specific plan(s) focused on most distressed business districts)
- Prioritized infrastructure investments

Initiative 3: Workforce Opportunity Initiative

Key Components:

- Interface/advocacy with regional workforce organizations
- Improve workforce connections with private employers
- Commuter survey to quantify Antioch's advantages

Inclusive Economic Development:

- Prioritize training opportunities for disadvantaged workers and neighborhoods
- Track social equity measures through survey

Initiative 4: Entrepreneurial Development / Startup Assistance

Key Components:

- Business incubation/acceleration program
- Venture capital fund development
- Networking within East Bay to cultivate “deal flow”
- Facilitate startups by Antioch residents

Inclusive Economic Development:

- Select regional partners based on social equity resources/focus
- Venture capital funding for MBE/WBE/DVBE firms
- Target startup assistance for MBE/WBE/DVBE firms

Initiative 5: Direct Project Investment / Public-Private Partnerships

Key Components:

- Targeted impact fee waivers
- Land/building purchase for incubator
- Partnerships to invest in building renovations
- Partnership(s) to establish research center or tech park

Inclusive Economic Development:

- Prioritize investments in most distressed business districts

Initiative 6: Leverage Housing Demand to Promote Economic Development

Key Components:

- Incentivize mixed-use villages (instead of pure residential projects)
- Development agreements to require economic development investments as part of residential entitlement (upzoning)

Inclusive Economic Development:

- Prioritize investment of developer-generated funds in most distressed business districts

Initiative 7: Regional Interface / Advocacy

Key Components:

- Ensure Antioch gets “fair share” of regional investments in industry attraction, workforce development, and other special initiatives

Inclusive Economic Development:

- Focus on regional initiatives with strong social equity components

Initiative 8: Funding/Resource Expansion

Key Components:

- Expand City's capacity to pursue Federal/State funding
- Leverage partnership with Antioch Community Foundation
- Allocate portion of development impact fees to economic development
- Earmark a portion of cannabis-related City revenue for reinvestment in economic development

Inclusive Economic Development:

- Prioritize investment in most distressed neighborhoods and business districts

Initiative 9: Coordination with City/Partner “Foundational Functions”

Key Components:

- Public safety
- Placemaking (downtown, waterfront, etc.)
- K-12 educational system
- Housing solutions

Inclusive Economic Development:

- Prioritize placemaking in most distressed business district
- Promote educational opportunities for historically disadvantaged persons and neighborhoods

QUESTIONS



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Resolution Establishing Annual and/or Total Maximum on Recreational Vehicle Permits

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution establishing an annual cap of two hundred Recreational Vehicle Permits to be issued each calendar year.

FISCAL IMPACT

There is not a fee for the issuance of an RV Permit. This service will be provided by existing staff and resources in the Community Development Department.

DISCUSSION

On August 23, 2022, the City Council adopted an ordinance amending the process and criteria for the issuance of an RV Permit. An RV Permit is required to park a Recreational Vehicle in the front setback of a residential property. As part of this adoption, the City Council included provisions in Section 9-5.3830(B)(9)(e), which allow the City Council to establish a maximum total or maximum annual number of RV Permits that can be issued.

This section includes the following text:

- (9) A Residential Recreational Vehicle Storage Permit (RV Permit) is required for the storage or parking of a Recreational Vehicle in the front yard.
 - (a) Applications for an RV Permit shall be made available by the Community Development Department.
 - (b) An applicant shall demonstrate compliance with the standards contained herein to receive a RV Permit.
 - (c) An RV Permit shall be assigned to a property and shall convey to future property owners or tenants.
 - (d) RV Permits are subject to revocation by the Zoning Administrator for noncompliance.
 - (e) The City Council may establish by resolution a maximum total or maximum annual total of RV Permits that will be issued.
 - (f) The City Council may establish by resolution a fee for the administration of the RV Permit process.

Community Development Staff is currently working on an online application system that would allow applicants to submit all required information and receive their RV Permit entirely online. In-person applications will still be offered. In addition, a new webpage will be created for this process. This system is expected to be active on September 22, 2022 when the RV Ordinance is made effective.

The City Council is now asked to exercise their authority under Section 9-5.3830(B)(9)(e) to establish a maximum total or annual total of RV Permits to be issued. Staff recommends a cap of two hundred RV Permits to be issued each calendar year. This would allow for two hundred RV Permits to be issued for the remainder of 2022 and an additional two hundred RV Permits each year thereafter. The RV Permits will be issued on a first-come first-served basis. Staff expects this number to be adequate and does not expect a shortfall. The program will be routinely evaluated to ensure that it is serving its intended purpose. Staff also recommends a policy that recognizes a valid RV Permit from the prior program. This recommendation is contained in the attached resolution.

The City Council is asked to consider staff's recommendation and/or offer additional direction.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ESTABLISHING
A LIMIT OF TWO HUNDRED (200) RECREATIONAL VEHICLE PERMITS EACH
CALENDAR YEAR, PURSUANT TO ANTIOCH MUNICIPAL CODE SECTION 9-
5.3830(B)(9)(e)**

WHEREAS, the City Council adopted an ordinance on August 23, 2022 approving amendments to the Antioch Municipal Code regarding the parking of motor vehicles, including recreational vehicles, on residential property;

WHEREAS, Section 9-5.3830(B)(9) establishes the requirement for a Recreational Vehicle Permit for the storage or parking of a Recreational Vehicle in the front yard;

WHEREAS, Section 9-5.3830(B)(9)(e), states that the City Council may establish a maximum total or maximum annual total of Recreational Vehicle Permits to be issued.

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

1. Establishes a limit of two hundred (200) Recreational Vehicle Permits to be issued each calendar year on a first-come, first-served basis.
2. Recognizes valid Recreational Vehicle Permits issued under the prior registration program.
3. No fee shall be charged for the Recreational Vehicle Permit.

* * * * *

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 13th day of September, 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 September 13, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Resolution Seeking Approval of City Clerk's Request for the City Attorney to Provide Managerial Oversight of the City Clerk's Department in Cooperation with the City Clerk

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution approving the City Clerk's request for the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk.

FISCAL IMPACT

There will be no fiscal impact.

DISCUSSION

The City of Antioch has an elected City Clerk who historically works with managerial support from a staff member of the City's executive management team. The City Clerk has requested that the City Attorney provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk including work product, personnel, and the budget.

The City Clerk and the City Attorney work together across numerous functions and duties, so both the City Clerk and the City Attorney believe this working relationship would benefit the City.

The City Clerk's Department and City Attorney Office both work to ensure compliance with federal, state, and local laws and regulations including but not limited to open meetings laws, such as the Brown Act (Government Code § 54950, et seq.), conflict of interest laws, such as the Political Reform Act of 1974 (Government Code § 83111, et seq.), and transparency laws, such as the Public Records Act (Government Code § 6250, et seq.). The City Clerk is the City's Elections Official charged with the duty of conducting elections (Elections Code § 320) and the City Attorney provides legal advice to ensure compliance with elections laws. The City Clerk serves as the service agent for the City regarding claims, subpoenas, and summons and the City Attorney represents the City in all legal actions and proceedings.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CITY CLERK'S REQUEST FOR THE CITY ATTORNEY TO
PROVIDE MANAGERIAL OVERSIGHT OF THE CITY CLERK'S DEPARTMENT
IN COOPERATION WITH THE CITY CLERK**

WHEREAS, the City Clerk has statutory authority to appoint deputies, for whose acts the City Clerk and the City Clerk's bondspersons are responsible, and the deputies shall hold office at the pleasure of the City Clerk and receive the compensation as provided by the City Council (Government Code § 40813);

WHEREAS, the City Clerk is the City's Elections Official charged with the duty of conducting elections (Elections Code § 320);

WHEREAS, the City of Antioch has an elected City Clerk who historically works with managerial support from a staff member of the City's executive management team who provides day-to-day managerial oversight of the affairs of the City Clerk's Department in cooperation with the City Clerk including work product, personnel, and the budget;

WHEREAS, the City Clerk and the City Attorney work together to ensure compliance with federal, state, and local laws and regulations including but not limited to open meetings laws, such as the Brown Act (Government Code § 54950, et seq.), conflict of interest laws, such as the Political Reform Act of 1974 (Government Code § 83111, et seq.), and transparency laws, such as the Public Records Act (Government Code § 6250, et seq.);

WHEREAS, the City Clerk serves as the service agent for the City regarding claims, subpoenas, and summons and the City Attorney represents the City in all legal actions and proceedings; and

WHEREAS, City Clerk, Elizabeth Householder, has requested that City Attorney, Thomas Lloyd Smith, provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk.

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

1. Approves the City Clerk's request for the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk and
2. Directs the City Attorney to provide day-to-day managerial oversight of the City Clerk's Department in cooperation with the City Clerk, including but not limited to work product, personnel, and budget issues effective immediately.

* * * * *

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 13th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *AC*

SUBJECT: Code Enforcement Officers Incentive Program

RECOMMENDED ACTION

It is recommended that the City Council:

1. Receive the update on Code Enforcement Officer staffing levels.
2. Provide direction to staff on developing and implementing a Code Enforcement Incentive Program.

FISCAL IMPACT

All references to open positions refer to budgeted positions. If the City Council authorizes the development of a Code Enforcement Incentive Program, City staff will return at a later meeting with details and additional fiscal impact information.

DISCUSSION

The Code Enforcement Division, within the Community Development Department, is responsible for enforcing the Antioch Municipal Code (AMC) and ensuring conformance by educating the public, responding to complaints, conducting investigations, and issuing citations.

In 2014, the Code Enforcement Division had only one Code Enforcement Officer position authorized and filled. Following the successful passages of Measure C and Measure W sales tax initiatives, the number of authorized Code Enforcement Officer budgeted positions increased to seven. With the 2021/23 budget adoption, City Council authorized an additional seven Code Enforcement Officers. . Presently, the Code Enforcement Division has five Code Enforcement Officer positions filled and has nine Code Enforcement Officer vacancies.

Recruitment Efforts

With the support of two new Human Resources employees, the Departments of Human Resources and Community Development have developed a plan to expedite the Code Enforcement Officers recruitment. The Human Resources Department recently posted a continuous recruitment for Code Enforcement Officers. A continuous recruitment will allow for an ongoing rolling recruitment, similar to that used in the Antioch Police Department for Entry-Level and Lateral Officers. This approach will allow for qualified applicants to be identified and potentially hired on a continuous basis. At this time, the City Council has the opportunity to explore the implementation of a potential Code Enforcement Officer Incentive Program. Such a program may increase the number of applicants and potentially expedite the filling of vacancies. Staff is requesting direction from City Council on a potential Incentive Program to be brought back for consideration at a future Council meeting.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Anthony Morefield, Police Captain *Awf/3320*

APPROVED BY: Steven A. Ford, Interim Chief of Police

SUBJECT: Employee Referral and Recruitment Signing
Bonus and Incentive Program for Qualified Lateral and Entry Level
Police Officers

RECOMMENDED ACTION

It is recommended that the City Council:

1. Determine whether or not the following clawback provision should be included to require employees benefiting from the signing bonus and incentive program to reimburse the City for the bonuses as outlined below:
 - a. If separation occurs before completion of the probationary period, applicant shall reimburse the City for \$15,000
 - b. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for \$17,500
 - c. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for \$20,000 (Exhibit A) or \$22,500 (Exhibit B)
 - d. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for \$22,500 (Exhibit A) or \$25,000 (Exhibit B)
2. Adopt the resolution authorizing an increase in employee referral and recruitment signing bonus and incentive program for qualified lateral and entry level (academy graduate and recruit) Police Officers
 - a. **[with or without]** a clawback provision and
 - b. in the total amount of **[\$25,000 (Exhibit A) or \$30,000 (Exhibit B)]**.

FISCAL IMPACT

The fiscal impact would be determined solely by the number of lateral and/or entry level applicants hired while the program is in effect. Per lateral Officer, the total fiscal impact is estimated to be between \$35,000 (Exhibit A) or \$40,000 (Exhibit B), depending on the plan selected. This assumes the lateral Officer is hired at Step E and is eligible to take advantage of the full incentive package. Per entry level Officer, the fiscal impact would be between \$25,000 (Exhibit A) and \$30,000 (Exhibit B). These financial incentives are distributed in five (5) separate increments over a five-year period for lateral Officers and five (5) separate increments over five (5) years for entry level Officers. It is believed some of the costs could be covered through salary savings from vacancies.

DISCUSSION

At the special City Council Meeting of August 26, 2022, City Council directed staff to develop a recruitment and signing bonus incentive program for qualified lateral and entry level Police Officers to be paid over a five-year period in the total amount of either \$25,000 or \$30,000, with a substantial portion of the incentive (\$15,000) to be paid upfront. In addition, some provisions of current bonus/incentives for lateral Officers should remain in place. These provisions include:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department.
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant.
3. Automatic credit of 40 hours vacation upon employment.
4. Any current Antioch employee who recruits a lateral Officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program.

The Police Department proposes the following recruitment signing bonus/incentives for qualified lateral and entry level (academy graduate and recruit) Police Officers:

Recommended Program Details for Lateral Police Officers (open to all qualifying lateral Police Officers hired from September 13, 2022 until September 12, 2023):

To qualify for the bonus/incentives, the applicant must:

1. Be currently employed as a Police Officer within a California law enforcement agency.
2. Have two (2) years of experience and have successfully completed a probationary period.
3. Possess a Basic California POST Certificate.
4. If the applicant is a former Antioch Officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonus/incentives will consist of the following:

5. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department. **(Currently in place)**

6. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant. **(Currently in place)**
7. Automatic credit of 40 hours vacation upon employment. **(Currently in place)**
8. Signing bonus of \$25,000 (Exhibit A) or \$30,000 (Exhibit B) with payments in the following increments:
 - a. \$15,000 – upon successful completion of field training
 - b. \$2,500 – upon successful completion of probation
 - c. \$2,500 (Exhibit A) or \$5,000 (Exhibit B) – upon three (3) years of service
 - d. \$2,500 – upon four (4) years of service
 - e. \$2,500 (Exhibit A) or \$5,000 (Exhibit B) – upon five (5) years of service**(Increased incentive)**
9. Any current Antioch employee who recruits a lateral Officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program. **(Currently in place)**

Recommended Program Details for Entry Level (Academy Graduate and Recruit) Police Officers (open to all qualifying entry level Police Officers hired from September 13, 2022, until September 12, 2023):

To qualify for the bonus/incentives, the applicant must:

1. Successfully complete a Basic Police Academy and possess a Basic POST Certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police Department.

The bonus/incentives will consist of the following:

4. Signing bonus of \$25,000 (Exhibit A) or \$30,000 (Exhibit B) with payments in the following increments:
 - a. \$15,000 – upon successful completion of FTO
 - b. \$2,500 – upon successful completion of probation
 - c. \$2,500 (Exhibit A) or \$5,000 (Exhibit B) – upon three (3) years of service
 - d. \$2,500 – upon four (4) years of service
 - e. \$2,500 (Exhibit A) or \$5,000 (Exhibit B) – upon five (5) years of service**(New incentive)**

Clawback/Repayment of Bonuses and Incentives:

In the event of separation of (lateral or entry level) applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If separation occurs before completion of the probationary period, applicant shall reimburse the City for **\$15,000**
2. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for **\$17,500**
3. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for **\$20,000 (Exhibit A) or \$22,500 (Exhibit B)**

4. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for **\$22,500 (Exhibit A) or \$25,000 (Exhibit B)**

If the City elects to insert a clawback provision in this signing bonus and incentive policy, the City will **not** able to deduct the money from an officer's final paycheck. If the employee does not voluntarily pay back the City, then the City would have to sue the officer for reimbursement of these funds.

ATTACHMENTS

A. Resolution

Exhibit A: Employee Referral and Recruitment Signing Bonus and Incentive Program for Qualified Lateral and Entry Level Police Officers of \$25,000

Exhibit B: Employee Referral and Recruitment Signing Bonus and Incentive Program for Qualified Lateral and Entry Level Police Officers of \$30,000

RESOLUTION NO. 2022/**
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING AN INCREASE IN EMPLOYEE REFERRAL AND RECRUITMENT
SIGNING BONUS/INCENTIVE FOR QUALIFIED LATERAL AND ENTRY LEVEL
(ACADEMY GRADUATE AND RECRUIT) POLICE OFFICERS

WHEREAS, on August 26, 2022, the Antioch City Council directed staff to develop a recruitment and signing bonus incentive program for qualified lateral and entry level Police Officers to be paid over a five-year period;

WHEREAS, the Antioch City Council further directed staff to provide two (2) options for the incentive program for an amount of \$25,000 or \$30,000, with the bulk of the incentive (\$15,000) to be paid upfront;

WHEREAS, the Antioch Police Department has proposed two (2) updated Employee Referral and Recruitment Signing Bonus and Incentive Programs for Qualified Lateral and Entry Level Police Officers ("Exhibit A" and "Exhibit B").

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the increases in employee referral and recruitment signing bonuses and incentives for qualified lateral and entry level (academy graduates and recruits) police officers, attached hereto as Exhibit __ and incorporated by reference, for a one (1) year period beginning on September 13, 2022 and ending on September 12, 2023.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 13th day of September 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

+

**EMPLOYEE REFERRAL AND RECRUITMENT
SIGNING BONUS AND INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND
ENTRY LEVEL POLICE OFFICERS**

Recommended Program Details for Lateral Police Officers (open to all qualifying lateral police officers hired from September 13, 2022 until September 12, 2023):

To qualify for the bonus/incentives, the applicant must:

1. Be currently employed as a police officer within a California law enforcement agency.
2. Have two (2) years of experience and have successfully completed a probationary period.
3. And, possess a Basic California POST Certificate.
4. If the applicant is a former Antioch officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonus/incentives will consist of the following:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department. **(Currently in place)**
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant. **(Currently in place)**
3. Automatic credit of 40 hours vacation upon employment. **(Currently in place)**
4. Signing bonus of \$25,000 with payments in the following increments:
 - a. \$15,000 – upon successful completion of FTO
 - b. \$2,500 – upon successful completion of probation
 - c. \$2,500 – upon three (3) years of service
 - d. \$2,500 – upon four (4) years of service
 - e. \$2,500 – upon five (5) years of service **(Increased incentive)**
5. Any current Antioch employee who recruits a lateral officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program. **(Currently in place)**

Recommended Program Details for Entry Level (Academy Graduate and Recruit) Police Officers (open to all qualifying entry level police officers hired from September 13, 2022, until September 12, 2023):

To qualify for the bonus/incentives, the applicant must:

1. Successfully complete a Basic Police Academy and poses a Basic POST certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police department.

The bonus/incentives will consist of the following:

4. Signing bonus of \$25,000 with payments in the following increments:
 - a. \$15,000 – upon successful completion of FTO
 - b. \$2,500 – upon successful completion of probation
 - c. \$2,500 – upon three (3) years of service
 - d. \$2,500 – upon four (4) years of service
 - e. \$2,500 – upon five (5) years of service (**New incentive**)

Clawback/Repayment of Bonuses and Incentives:

In the event of separation of (lateral or entry level) applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If separation occurs before completion of the probationary period, applicant shall reimburse the City for **\$15,000**
2. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for **\$17,500**
3. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for **\$20,000**
4. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for **\$22,500**

If the City elects to insert a clawback provision in this signing bonus and incentive policy, the City will **not** be able to deduct the money from an officer's final paycheck. If the employee does not voluntarily pay back the City, then the City would have to sue the officer for reimbursement of these funds.

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**EMPLOYEE REFERRAL AND RECRUITMENT
SIGNING BONUS AND INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND
ENTRY LEVEL POLICE OFFICERS**

Recommended Program Details for Lateral Police Officers (open to all qualifying lateral police officers hired from September 13, 2022 until September 12, 2023):

To qualify for the bonus/incentives, the applicant must:

1. Be currently employed as a police officer within a California law enforcement agency.
2. Have two (2) years of experience and have successfully completed a probationary period.
3. And, possess a Basic California POST Certificate.
4. If the applicant is a former Antioch officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonus/incentives will consist of the following:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department. **(Currently in place)**
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant. **(Currently in place)**
3. Automatic credit of 40 hours vacation upon employment. **(Currently in place)**
4. Signing bonus of \$30,000 with payments in the following increments:
 - a. \$15,000 – upon successful completion of FTO
 - b. \$2,500 – upon successful completion of probation
 - c. \$5,000 – upon three (3) years of service
 - d. \$2,500 – upon four (4) years of service
 - e. \$5,000 – upon five (5) years of service **(Increased incentive)**
5. Any current Antioch employee who recruits a lateral officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program. **(Currently in place)**

Recommended Program Details for Entry Level (Academy Graduate and Recruit) Police Officers (open to all qualifying entry level police officers hired from September 13, 2022, until September 12, 2023):

To qualify for the bonus/incentives, the applicant must:

1. Successfully complete a Basic Police Academy and poses a Basic POST certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police department.

The bonus/incentives will consist of the following:

4. Signing bonus of \$30,000 with payments in the following increments:
 - a. \$15,000 – upon successful completion of FTO
 - b. \$2,500 – upon successful completion of probation
 - c. \$5,000 – upon three (3) years of service
 - d. \$2,500 – upon four (4) years of service
 - e. \$5,000 – upon five (5) years of service (**New incentive**)

Clawback/Repayment of Bonuses and Incentives:

In the event of separation of (lateral or entry level) applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If separation occurs before completion of the probationary period, applicant shall reimburse the City for **\$15,000**
2. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for **\$17,500**
3. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for **\$22,500**
4. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for **\$25,000**

If the City elects to insert a clawback provision in this signing bonus and incentive policy, the City will **not** be able to deduct the money from an officer's final paycheck. If the employee does not voluntarily pay back the City, then the City would have to sue the officer for reimbursement of these funds.



SUPPLEMENTAL STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 13, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager

REVIEWED BY: Carlton Thompson, Assistant City Engineer

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

SUBJECT: **Supplemental Report:** Consideration of Bids for the Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9; P.W. 678-9

Staff has updated the attachments, Exhibit A to Attachment "A", and Attachment "B".

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of September, 2022 by and between REDGWICK CONSTRUCTION CO., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

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

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 678-9**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be fifty (50) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Six hundred eighty-five thousand dollars (\$685,000.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

SCHEDULE OF BID PRICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT ROADWAY PAVEMENT REHABILITATION, PHASE 9 P.W. 678-9

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	1	LS	Mobilization, complete in place for the lump sum price	\$ 16,600.00	\$ 16,600.00
2.	1	LS	Water pollution control, complete in place for the lump sum price	\$ 10,000.00	\$ 10,000.00
3.	1	LS	Traffic control, complete in place for the lump sum price	\$ 29,500.00	\$ 29,500.00

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
4.	1	LS	Removal and relocation of existing facilities, complete in place for the lump sum price	\$ 15,000.00	\$ 15,000.00
5.	1	EA	Tree removal, complete in place for the unit price per each	\$ 4,500.00	\$ 4,500.00
6.	600	LF	Concrete curb and gutter, complete in place for the unit price per linear foot	\$ 100.00	\$ 60,000.00
7.	400	SF	Concrete sidewalk, complete in place for the unit price per square foot	\$ 38.00	\$ 15,200.00
8.	200	SF	Concrete driveway approach, complete in place for the unit price per square foot	\$ 45.00	\$ 9,000.00
9.	7	EA	Concrete curb ramp - Modified type B, complete in place for the unit price per each	\$ 11,000.00	\$ 77,000.00
10.	2	EA	Concrete curb ramp - Modified type F, complete in place for the unit price per each	\$ 5,000.00	\$ 10,000.00
11.	600	SF	Concrete valley gutters, complete in place for the unit price per square foot	\$ 52.00	\$ 31,200.00
12.	950 (FINAL)	CY	Roadway excavation, complete in place for the unit price per cubic yard	\$ 120.00	\$ 114,000.00
13.	15,000	SF	Stabilization fabric, complete in place for the unit price per square foot	\$ 0.30	\$ 4,500.00
14.	15,000	SF	Geogrid, complete in place for the unit price per square foot	\$ 0.30	\$ 4,500.00
15.	1,300	TN	Aggregate Base, complete in place for the unit price per ton	\$ 65.00	\$ 84,500.00
16.	30,000	SF	Cold planing 4-inch full width of roadway, complete in place for the unit price per square foot	\$ 0.60	\$ 18,000.00
17.	30,000	SF	Engineered pavement mat, complete in place for the unit price per square foot	\$ 0.60	\$ 18,000.00
18.	1,100	TN	Asphalt concrete, complete in place for the unit price per ton	\$ 135.00	\$ 148,500.00
19.	1	LS	Thermoplastic traffic stripes, pavement markers and pavement markings, complete in place for the lump sum price	\$ 15,000.00	\$ 15,000.00

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Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
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TOTAL BID PRICE \$685,000.00

4. COMPONENT PARTS

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

- A. Agreement
- B. Project Stabilization Agreement
- C. Notice Inviting Bids
- D. Description of Project
- E. General Conditions (2006 Caltrans Standard Specifications)
- F. Special Provisions
- G. Construction Details
- H. Contract Plans
- I. Addenda No. 1 to 3, inclusive
- J. Performance Bond
- K. Payment Bond
- L. Bid Forms

5. SERVICE OF NOTICE

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

6. GOVERNING LAW

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

CITY:	City of Antioch Capital Improvements 200 "H" Street P. O. Box 5007 Antioch, CA 94531-5007
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CONTRACTOR: Redgwick Construction Co.
21 Hegenberger Court
Oakland, CA 94621

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

CONTRACTOR:

REDGWICK CONSTRUCTION CO.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Cornelius H. Johnson, Interim City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

Alb

CITY OF ANTIOCH TABULATION OF BIDS JOB TITLE: Community Development Block Grant Downtown Roadway Pavement Rehabilitation, Phase 9 (P.W. 678-9) BIDS OPENED: August 16, 2022 ~ 2:00 p.m. City Council Chambers					
	Engineer's Estimate	Redgwick Construction Co. Oakland	Ghilotti Bros., Inc. San Rafael	Kerex Engineering, Inc. Pleasant Hill	
TOTAL BID PRICE	\$850,000.00	\$685,000.00	\$798,800.00	\$877,210.00	
LIST OF SUBCONTRACTORS					
Redgwick Construction Co.	Ghilotti Bros., Inc.				
Grinding ABSL Construction Striping Compass Engineering Paving Fabric Pacific Northwest Trucking AI Trucking Concrete FBD Vanguard	Tree Removal Reliable Tree Experts, Inc. Paving Mat Pale Horse Asphalt Engineering Striping Compass Engineering Contractors, Inc.				
	Kerex Engineering, Inc.				
	Asphalt Pacific Coast Engineering Striping Compass Engineering Tree Removal Reliable Tree Experts, Inc.				