



## **ANNOTATED AGENDA**

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

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

---

**Date: Tuesday, November 22, 2022**

**Time: 5:45 P.M. – Closed Session**

**7:00 P.M. – Regular Meeting**

**Place: Council Chambers**

**200 'H' Street**

**Antioch, CA 94509**

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

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

---

**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**, City Manager

**Thomas Lloyd Smith**, City Attorney

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

## **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.

**5:45 P.M.      ROLL CALL – CLOSED SESSION – for Council Members – *All Present***

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

#### **CLOSED SESSION:**

- 1) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957(b)(1).

*No reportable action*

- 2) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to Government Code section 54957(b)(1).

*No reportable action*

- 3) CONFERENCE WITH REAL PROPERTY NEGOTIATIONS – EXISTING LITIGATION** – Pursuant to California Government Code section 54956.8; Property: 4527 Deerfield Drive, Antioch, CA; Agency Negotiation: City of Antioch Negotiators: Cornelius H. Johnson, City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: City of Antioch and Yellow Roof Foundation, Negotiator Trent Sanson; Under Negotiation: Price and terms of payment.

*Direction was given to the City Manager and City Attorney*

**5:46 P.M.      ADJOURNED TO CLOSED SESSION**

7:00 P.M. **ROLL CALL – REGULAR MEETING** – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – ***All Present***

**PLEDGE OF ALLEGIANCE**

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

***COUNCIL MEMBER BARBANICA REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEMS #11 AND #12 TO BE HEARD AFTER THE CONSENT CALENDAR; APPROVED 4/0.***

**1. INTRODUCTION OF NEW CITY EMPLOYEES**

**2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

- HOLIDAY DELITES CELEBRATION – DECEMBER 3, 2022  
Downtown Antioch's Rivertown, G Street and 2<sup>nd</sup> Street, Antioch

**3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE

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

**CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

**MAYOR'S COMMENTS**

**4. PRESENTATION – INCLUSIONARY HOUSING POLICIES**

Presented by Community Development Director Forrest Ebbs

***Council received the presentation***

Recommended Action: It is recommended that the City Council receive this informational report on inclusionary housing policies.

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

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 11, 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 Successor Agency/Housing Successor to the Antioch Development Agency – Continued**

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 25, 2022**

***Approved, 5/0***

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

**C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR NOVEMBER 15, 2022**

***Continued, 5/0***

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

**D. APPROVAL OF COUNCIL WARRANTS**

***Approved, 5/0***

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

**E. APPROVAL OF SUCCESSOR AGENCY WARRANTS**

***Approved, 5/0***

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

**F. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

***Approved, 5/0***

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

**G. APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2022**

***Received, 5/0***

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

**H. SECOND READING – TRAVIS CREDIT UNION AT 3500 HILLCREST AVENUE (PD-22-03, UP-22-08, AR-22-07) (*Introduced on October 25, 2022*)**

***Ord. No. 2220-C-S adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-22-03).

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

- I. PURCHASE OF SEVEN CODE ENFORCEMENT RADIOS WITH SOLE SOURCE JUSTIFICATION IN THE AMOUNT OF \$64,481.59**

***Reso No. 2022/203 adopted, 5/0***

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

- 1) Approving the sole source request and purchase of 7 communication radios for the Code Enforcement Division in the amount of \$64,481.59; and
- 2) Authorizing the City Manager to execute the agreement.

- J. RESOLUTION RESCINDING THE COVID-19 MANDATORY TESTING AND VACCINATION POLICY**

***Reso No. 2022/204 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution to rescind the COVID-19 Mandatory Testing and Vaccination Policy.

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

***Reso No. 2022/205 adopted, 3/2 (Barbanica, Ogorchock)***

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.

- L. REQUEST FOR QUALIFICATIONS (RFQ) NO. 090822: MAYOR'S APPRENTICESHIP PROGRAM (MAP) – SELECTION OF RUBICON PROGRAMS AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR UP TO \$180,000 IN AMERICAN RESCUE PLAN ACT (ARPA) FUNDING**

***Reso No. 2022/206 adopted, 5/0***

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

- 1) Selecting Rubicon Programs as the third-party provider for professional services for the Mayor's Apprenticeship Program; and
- 2) Authorizing the City Manager to execute an agreement with Rubicon Programs to provide professional services to the Mayor's Apprenticeship Program during the period of January 1, 2023, through December 31, 2023, for an amount not to exceed \$180,000.

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

- M.** SIXTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

**Reso No. 2022/207 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 Brackish Water Desalination Project by \$1,503,000;
- 2) Approving the sixth amendment to the Consulting Services Agreement with Carollo Engineers, Inc. for Engineering Services During Construction for the Brackish Water Desalination Project in the amount of \$1,502,208 for a total contract amount of \$11,863,668 and extend the term of the agreement to December 31, 2024; and
- 3) Authorizing and directing the City Manager to execute the sixth amendment to the Consulting Services Agreement in a form approved by the City Attorney.

- N.** FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH GATES AND ASSOCIATES FOR LANDSCAPE ARCHITECTURAL SERVICES

**Reso No. 2022/208 adopted, 5/0**

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

- 1) Approving the first amendment to the Consulting Services Agreement with Gates and Associates for Landscape Architectural Services in the amount of \$150,000 for a total agreement amount of \$200,000 and extend the term of the agreement to June 30, 2024, and
- 2) Authorizing and directing the City Manager to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.

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

- O.** SUSTAINABLE GROUNDWATER MANAGEMENT ACT IMPLEMENTATION ROUND 2 FUNDING APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE EAST CONTRA COSTA GROUNDWATER SUBBASIN (P.W. 704-3)

***Reso No. 2022/209 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing preparation and submittal of a Sustainable Groundwater Management Act implementation round 2 funding application to the California Department of Water Resources for the East Contra Costa groundwater subbasin in Contra Costa County, CA.

- P.** AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND CONTRA COSTA COUNTY HEALTH, HOUSING & HOMELESSNESS (H3) FOR THE DELTA LANDING INTERIM HOUSING PROGRAM

***Reso No. 2022/210 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution amending the Memorandum of Understanding Between the City of Antioch and Contra Costa County Health, Housing & Homelessness (H3) for the Delta Landing Interim Housing Program.

- Q.** REQUEST FOR QUALIFICATIONS (RFQ) 081922 – 2022 REQUEST FOR HOMEKEY QUALIFICATIONS

***Reso No. 2022/211 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution rejecting the proposal received in response to RFQ No. 081922.

- R.** RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND FELTON INSTITUTE FOR NON-POLICE COMMUNITY CRISIS INTERVENTION RESPONSE PROVIDER SERVICES FOR LOW LEVEL 911 CALLS AS PART OF THE ANGELO QUINTO CRISIS RESPONSE TEAM PILOT PROGRAM

***Reso No. 2022/212 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to enter into a Professional Services Agreement with Felton Institute for a minimum two-year pilot program at a total cost not to exceed \$3.6 million in American Rescue Plan Act (ARPA) allocated funds.

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

**S. CALIFORNIA ASSEMBLY BILL (AB) 844: GREEN EMPOWERMENT ZONE**

***Reso No. 2022/213 adopted, 5/0***

**Recommended Action:** It is recommended that the City Council adopt a resolution regarding the City of Antioch's intent to participate in the Green Empowerment Zone and designate Mayor Lamar A. Thorpe as the City representative to the board of directors for a two (2) year term.

**COUNCIL MEMBER BARBANICA HAD REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEMS #11 AND #12 TO BE HEARD AFTER THE CONSENT CALENDAR.**

**COUNCIL REGULAR AGENDA**

**11. AMENDATORY AGREEMENT WITH THE CITY OF ANTIOCH AND CONTRA COSTA WATER DISTRICT FOR TREATED WATER SERVICE**

***Reso No. 2022/214 adopted, 4/1 (Barbanica)***

**Recommended Action:** It is recommended that the City Council adopt a resolution authorizing the City Manager to approve and execute the amendatory agreement with Contra Costa Water District for treated water service in a form approved by the City Attorney.

**12. SYCAMORE TRAFFIC CALMING MEASURES**

***Direction provided to staff to bring back traffic calming measures for the Sycamore Neighborhood***

**Recommended Action:** It is recommended that the City Council discuss and direct staff regarding Sycamore traffic calming needs.

**COUNCIL MEMBER BARBANICA REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #8 TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 5/0.**

**8. DISCUSSION OF PROVIDING \$125,000 TO THE ANTIOCH CHAMBER OF COMMERCE FOR GENERAL SUPPORT**

***Direction provided to staff to bring back a resolution to formalize support to the Antioch Chamber of Commerce***

**Recommended Action:** It is recommended that the City Council discuss support for the Antioch Chamber of Commerce and provide staff with direction.

## **PUBLIC HEARING**

**6. LAKEVIEW CENTER PARCEL 5 REZONE (Z-22-06)**

***To 12/13/2022 Regular Meeting for Adoption,  
4/1 (Torres-Walker)***

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Lakeview Center Parcel 5 to include the Commercial Infill Housing (CIH) Overlay District.

***MAYOR PRO TEM BARBANICA RECUSED HIMSELF FROM THE DAIS BEFORE PUBLIC HEARING ITEM #7 WAS HEARD.***

**7. BUCHANAN CROSSINGS PARCEL 7 REZONE (Z-22-05)**

***To 12/13/2022 Regular Meeting for Adoption,  
3/1 (Torres-Walker)***

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Buchanan Crossings Parcel 7 to include the Commercial Infill Housing (CIH) Overlay District.

***MAYOR PRO TEM BARBANICA RETURNED TO THE DAIS.***

## **COUNCIL REGULAR AGENDA – Continued**

**9. SISTER CITIES INTERNATIONAL MEMBERSHIP REQUEST**

***Council consensus to re-establish membership with Sister Cities International and direction to staff to bring back a program design***

Recommended Action: It is recommended that the City Council provide direction to staff to activate the City of Antioch's membership with Sister Cities International and to return to City Council with a proposed program and annual budget.



## **COUNCIL REGULAR AGENDA – Continued**

### **10. RESOLUTIONS APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING TO THE 2022/23 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2022/23 FISCAL YEAR BUDGET**

Recommended Action: It is recommended that the City Council adopt the following resolutions:

***Reso No. 2022/215 adopted, 5/0***

- 1) Resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2022/23 fiscal year budget and approving other amendments to the 2023 fiscal year budgets.

***Direction provided to staff to bring back for discussion at a future study session.  
Council consensus to address Water Park slide repairs with one-time revenue spending.***

- 2) Resolution of the City Council of the City of Antioch approving amendments to the 2023 fiscal year budgets for items considered at the meeting of November 22, 2022.

## **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 9:56 p.m., 5/0***



## **INTRODUCTION OF NEW CITY EMPLOYEES**

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

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director

---

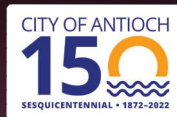
➤ City Manager Cornelius Johnson would like to introduce:

- Steven Ford, Police Chief

---

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

- Julie Viray, Administrative Analyst I
  - Bryan Pitts, Operations Supervisor
-



# *Holiday Delites*

# *Celebration*

**Dec 3rd 1pm to 6pm**

**Join us for a Day of Celebration at  
Downtown Antioch's Rivertown!**

**Sip & Shop Craft Fair with Music  
1pm to 6pm with Great Local Wines!**

**Parade at 4:30pm**

**Tree Lighting Ceremony Following  
Parade and Visit with **Santa!****

**Brought to you by Celebrate Antioch Foundation and City of Antioch**

**for Parade and Vendor Applications visit [celebrateantioch.org](http://celebrateantioch.org)**

**CITY OF**  
**ANTIOCH**  
**CALIFORNIA**  
**OPPORTUNITY LIVES HERE**

**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 this volunteer position, a completed application must be received in the Office of the City Clerk **by the EXTENDED Deadline Date on January 4, 2023, by 5:00 p.m.** Applications are available at <https://www.antiochca.gov/#>.

➤ **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

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



**SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**(EXTENDED Deadline date: 01/04/2023)**

***Four (4) Committee Members, full-term vacancies, expiring March 2026***  
***One (1) Committee Member, partial-term vacancy, expiring March 2024***

- 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".



## STAFF REPORT TO THE CITY COUNCIL

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

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

**SUBMITTED BY:** Forrest Ebbs, Community Development Director  
Anne Hersch, Planning Manager

**SUBJECT:** Inclusionary Housing Policies

---

### **RECOMMENDED ACTION**

It is recommended that the City Council receive this informational report on inclusionary housing policies.

### **FISCAL IMPACT**

No action is requested. If the Council were to direct the preparation of an Inclusionary Housing Ordinance, a budget authorization would be required for consultant services.

### **DISCUSSION**

On October 25, 2022, the Antioch City Council considered two applications for rezoning that would have enabled two commercial sites to be developed with multifamily residential projects. A member of the public addressed the City Council during the public hearings and suggested that the City Council pursue an inclusionary housing policy. In response, the City Council tabled the two applications and requested additional information on inclusionary housing from Community Development staff. This report provides the additionally requested information. The two rezoning applications are not a part of this presentation.

### **ANALYSIS**

An Inclusionary Housing Ordinance is a policy that jurisdictions use to further the development of affordable housing. In this context, "affordable housing" refers to deed-restricted housing available for purchase or rent only by households meeting specified income restrictions. The purchase price or rent is below market rate and is based on standards established for each income group. The cost of this subsidy is borne entirely by the developer.

#### **Affordable Units**

Units that are designated as "affordable" may only be sold or rented to households with qualifying incomes. The specific requirement is included as a condition of development when the project is approved and is enforced through an Affordable Housing Agreement.

The Agreement is a legally binding document that is executed by the City Council and addresses the designated units, in-lieu fee payments, and the term of the affordability restriction, which is typically 55 years.

### In-Lieu Fees

Typically, the affordable units are constructed and integrated into the overall project at the specified ratio, which generally range from 2% - 20%. As an alternative to providing on-site units, developers may be allowed to pay an “in-lieu” fee. The fee is collected at the time of building permit issuance and goes into a housing trust fund which can be applied to other affordable housing projects at the City’s discretion. The fee is derived from an economic analysis that determines the monetary value of the affordable unit and is uniformly applied to all qualifying projects. If the payment is approved and received, the developer is under no other obligation to provide affordable units.

### State Law

The State Housing Element Law was adopted in 1969 and affirms local agencies’ obligation to provide for “the housing needs of all economic segments of the community”. In 2017, the State of California amended Government Code Section 65850.01 to explicitly enable inclusionary housing requirements in rental projects but required an allowance for an “alternative means” of compliance that includes, but is not limited to, in-lieu fees, land dedication, off-site construction, or acquisition and rehabilitation of existing units.

If a proposed Inclusionary Housing Ordinance requires that more than 15% of the units be dedicated as affordable units, the Department of Housing and Community Development (HCD) has the discretion to review the ordinance prior to implementation. The purpose of the review is to ensure, through an economic analysis, that the ordinance would not inadvertently impact the overall production of housing in the city. No such review is required for proposed ordinances that do not exceed 15%.

### Ordinance Structure

An Inclusionary Housing Ordinance generally contains the following:

1. **Applicability Standards:** Inclusionary Housing Ordinances contain a minimum unit count to which the standard will apply. For example, a project with five (5) units would be required to provide an affordable unit. Projects of four or fewer units would not be obligated to provide a unit or pay in-lieu fees.
2. **Percentage Requirement for Dedication:** Most cities require that between 2 and 15 percent of all new residential units (ownership and rental) be dedicated for affordable housing at the moderate level. As an alternative, a developer may offer a smaller percentage but dedicate the units for very low-income or extremely low-income households. These percentages are described in the ordinance and are offered as an available “menu” for the developer.

3. **In-Lieu Fee:** As an alternative to building and dedicating the affordable units, a developer may pay an established in-lieu fee that can be used to support the creation of affordable housing elsewhere. The city retains these fees, which can be used to leverage housing grant opportunities or to support alternative affordable housing elsewhere. The development of this fee must be supported by an extensive economic study. These fees typically exceed \$100,000 per unit.
4. **Term:** Inclusionary Housing Ordinances impose affordability requirements either for a defined period of time such as 45-55 years or require affordability in perpetuity.
5. **Management:** The developer typically coordinates the initial occupancy of the affordable units by using a third-party service provider to screen and select tenants or buyers. Once the site is initially occupied, the City is obligated to ensure that the affordable units remain available only to qualifying households and that the terms of the affordability remain in place. This is typically coordinated directly by city Housing staff in coordination with a third party.

#### Example Project

An Inclusionary Housing Ordinance requires the dedication of one of the following:

- a) 10% of units for moderate income households,
- b) 6% of units for low-income households,
- c) 4% of units for very low-income households, or
- d) payment of an in-lieu fee equal to \$100,000 per unit

A developer proposes the construction of 100 new single-family homes averaging 2,000 square feet in size. Under the above ordinance, the developer has the following options to satisfy inclusionary requirements:

- a) dedicate 10 units for moderate income households (120% AMI),
- b) dedicate 6 units for low-income households (80% AMI),
- c) dedicate 4 units for very low-income households (50% AMI), or
- d) pay an in-lieu fee of \$1,000,000 (\$100,000 X 10 units)

The developer elects to offer 6 units for low-income households. The City then enters into an Affordable Housing Agreement to govern the notification and screening of potential buyers, deed restrictions, and other appropriate terms. An affordable unit may be resold to a new household meeting income requirement, subject to review and approval of the City and as governed by the Affordable Housing Agreement. As the price of the unit remains below market, the seller does not receive ordinary appreciation when the unit is sold. Some inclusionary programs offer limited appreciation.



Contra Costa County publishes income and rental limits annually based on Area Median Income (AMI) data. The tables below offer current data. For example, a four-person household would qualify as Low Income if its income does not exceed \$106,000.

<b>Contra Costa Consortium</b> <b>HOME Investment Partnerships Act Program</b> Income Limits by Household Size - Effective June 15, 2022							
Persons per Household	Percent of Area Median Income						
	20%	Extremely Low Income 30%	40%	Very Low Income 50%	60%	Low Income 80%	Median Income
1	\$ 20,000	\$30,000	\$ 40,000	\$ 50,000	\$ 60,000	\$ 74,200	\$ 100,000
2	22,860	34,300	45,720	57,150	68,580	84,800	114,300
3	25,720	38,600	51,440	64,300	77,160	95,400	128,600
4	28,560	42,850	57,120	71,400	85,680	106,000	142,800
5	30,860	46,300	61,720	77,150	92,580	114,500	154,300
6	33,140	49,750	66,280	82,850	99,420	123,000	165,700
7	35,420	53,150	70,840	88,550	106,260	131,450	177,100
8	37,700	56,600	75,400	94,250	113,100	139,950	188,500
Extremely low-income households are defined as households earning 30 percent or less of area median income (AMI); very-low income households earn 50 percent or less of AMI; low-income households earn 80 percent or less of AMI; and median income households earn 100 percent of AMI.							
Source: U.S. Department of Housing and Urban Development.							

Table 1. Income Limits by Household Size

<p style="text-align: center;"><b>CONTRA COSTA CONSORTIUM</b>  <b>HOME INVESTMENT PARTNERSHIPS ACT PROGRAM</b>  <b>2022 RENT MAXIMUMS</b>                      Effective date - June 15, 2022</p>							
INCOME CATEGORY (a)	Rent Maximum for Unit by bedroom size*						
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR +
30% RENT LIMIT (b)	\$ 750	\$ 803	\$ 964	\$ 1,114	\$ 1,243	\$ 1,371	\$ 1,499
50% RENT LIMIT (c)	1,250	1,339	1,607	1,856	2,071	2,285	2,499
60% RENT LIMIT (b)	1,500	1,607	1,928	2,227	2,485	2,742	2,999
65% RENT LIMIT (c)	1,538	1,668	2,003	2,306	2,553	2,798	3,044
FAIR MARKET RENT	1,538	1,854	2,274	3,006	3,578	4,115	4,651
<b>*Deduct utility allowance to determine tenant rent</b>							
(a) 30% rents are maximum rents for households with incomes at/below 30% Area Median Income (AMI), 50% rents "Low HOME Rents" are maximum rents for HHs with incomes at/below 50% AMI, 60% rents are maximum rents for HHs at/below 60% AMI, and 65% rents "High HOME Rents" are maximum rents for HHs at/below 80% AMI. (b) Source: Contra Costa County Department of Conservation and Development based on HUD 50% rent limits. (c) Source: U.S. Department of Housing and Urban Development.  NOTE: HOME rent maximums are defined as rents affordable to households at the specified income limits or the Fair Market Rent (FMR) for the area, whichever is less.							

Table 2. Rent Limits

## 6<sup>th</sup> Cycle 2023-2031 Housing Element

The development of an Inclusionary Housing Ordinance is recognized in the City's pending Housing Element, which is before the State of California Department of Housing and Community Development (HCD) for review. As part of the 6<sup>th</sup> Cycle 2023-2031 Housing Element, a draft policy is included that provides specific detail on the City's pursuit of an inclusionary housing ordinance.

**2.1.10 Inclusionary Housing.** *Conduct a feasibility study on the financial viability and potential of an inclusionary housing ordinance. If appropriate and financially feasible, adopt an inclusionary ordinance. The ordinance would require that the development of new market-rate housing units include a percentage of units that are affordable at specific income levels and possibly allow an in-lieu fee option to generate funding for the development of affordable housing in the city. Funds collected from in-lieu fees could be used for the following purposes:*

- ✓ *New construction of affordable housing.*
- ✓ *Acquisition/rehabilitation of housing and addition of affordability covenants.*
- ✓ *Permanent supportive housing/transitional and emergency shelters.*
- ✓ *Down payment assistance program.*

✓ *Rental assistance programs.*

The Housing Element is on schedule for certification by HCD by January 31, 2023. If certified, the City is obligated to implement these policies, including the above policy promoting an Inclusionary Housing Ordinance. The pursuit of an Inclusionary Housing Ordinance is consistent with the pending Housing Element.

Other Cities

*City of Brentwood:* The City of Brentwood has an Inclusionary Housing Ordinance that requires a minimum of 13% of all new residential units to be dedicated for affordable housing. Of this total, 3% must be for very low-income households, 4% for low-income households, and 6% for moderate income households. The units are restricted for 45 years, and the ordinance applies to projects with 5 or more units. The program is administered by the City's Affordable Housing Division of its Community Development Department.

[https://library.gcode.us/lib/brentwood\\_ca/pub/municipal\\_code/item/title\\_17-article\\_x-chapter\\_17\\_725](https://library.gcode.us/lib/brentwood_ca/pub/municipal_code/item/title_17-article_x-chapter_17_725)

*City of Concord:* The City of Concord Inclusionary Housing Ordinance requires that a minimum of 10% of all new residential ownership units be dedicated for moderate income households or 6% for low-income households. Rental projects must have 10% for low-income households or 6% for very low income households. An in-lieu fee option is available for most projects and the units may be constructed off-site, subject to City approval. The ordinance applies to project with 5 or more units and is restricted for 45 years. The program is administered by the City's dedicated Housing Division of its Community Development Department.

<https://www.codepublishing.com/CA/Concord/#!/Concord18/Concord18185.html>

**ATTACHMENTS**

- A. Presentation
- B. *Meeting California's Housing Needs: Best Practices for Inclusionary Housing –*  
Institute for Local Government

# Inclusionary Housing Presentation

City Council

November 22, 2022

**ANTIOCH**  
**CALIFORNIA**

Forrest Ebbs, Director  
Anne Hersch, Planning Manager  
Community Development  
Department

# For Review This Evening...

Presentation

Public comment

Questions for staff?

## Background

**October 25, 2022**

- The City Council requested that staff prepare a presentation providing details on Inclusionary Housing policies.



# What is Inclusionary Housing?

---

- A policy that requires affordable units as part of new development projects.



# Affordable Units

**A5**

- A percentage of units are dedicated as “affordable” .
  - Very low, Low, or Moderate
- Ownership or occupancy is restricted to qualifying households.
- Sales price or rent is based on housing affordability formula.
- May be ownership or rental units.



# In-Lieu Fees

- Fees can be collected instead of providing units as part of a project.
- Deposited into a Housing Trust Fund and used for:
  - ✓ New construction of affordable housing.
  - ✓ Acquisition/rehabilitation of housing and addition of affordability covenants.
  - ✓ Permanent supportive housing/transitional and emergency shelters.
  - ✓ Down payment assistance program.
  - ✓ Rental assistance programs.

# Inclusionary Policy Contents



# Housing Element Policy

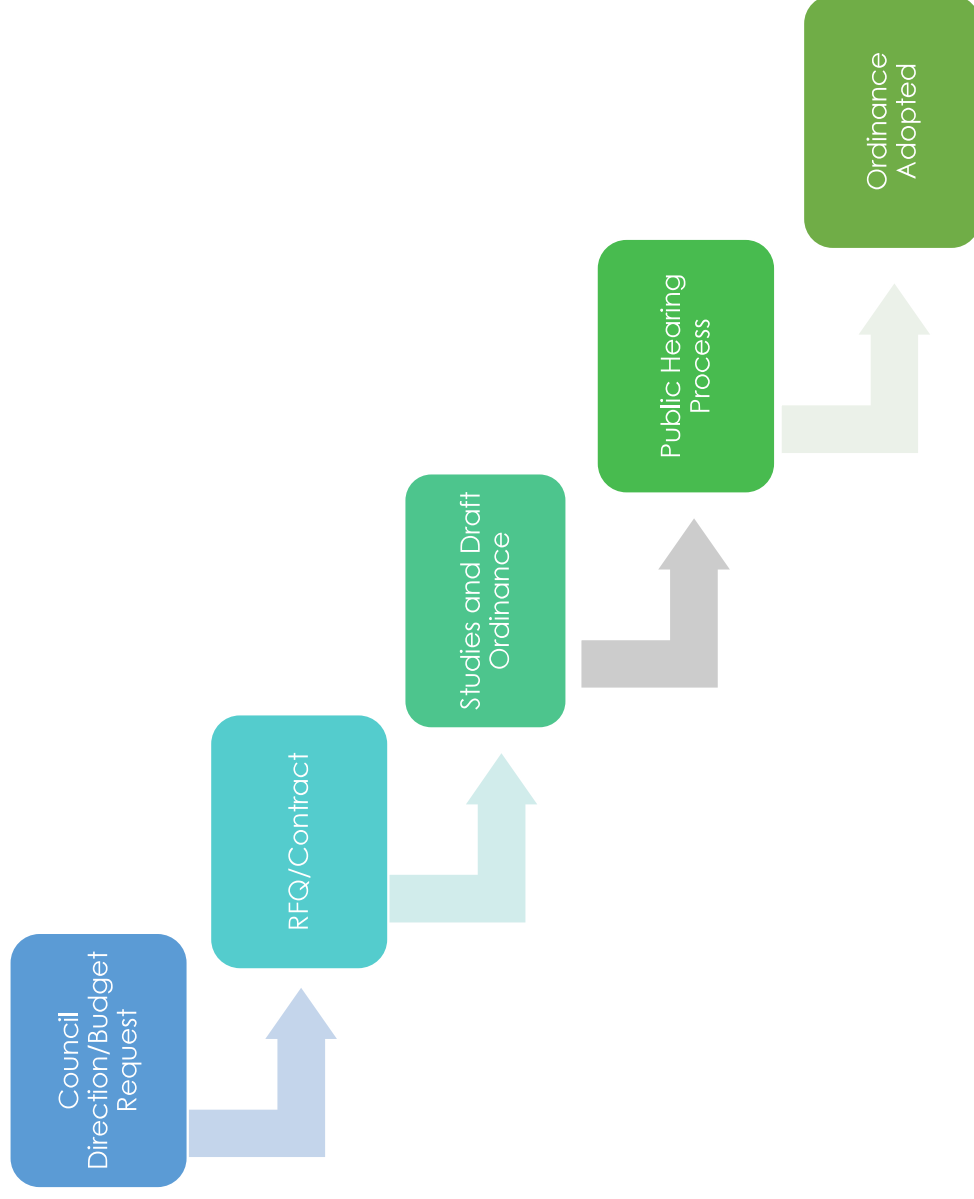
## *Currently under review by HCD*

### 2.1.10 Inclusionary Housing.

**Conduct a feasibility study on the financial viability and potential of an inclusionary housing ordinance.** If appropriate and financially feasible, adopt an inclusionary ordinance. The ordinance would require that the development of new market-rate housing units include a percentage of units that are affordable at specific income levels and possibly allow an in-lieu fee option to generate funding for the development of affordable housing in the city. Funds collected from in-lieu fees could be used for the following purposes:

- ✓ New construction of affordable housing.
- ✓ Acquisition/rehabilitation of housing and addition of affordability covenants.
- ✓ Permanent supportive housing/transitional and emergency shelters.
- ✓ Down payment assistance program.
- ✓ Rental assistance programs.

# Inclusionary Housing Ordinance Process



# Questions?

# Meeting California's Housing Needs: Best Practices for Inclusionary Housing



**Inclusionary housing** is used in hundreds of communities across the country to create units that are affordable to lower-income households in new market-rate residential developments. More than 170 cities and counties in California have used inclusionary-housing policies to help address affordable-housing needs while advancing equitable-development goals.

**Inclusionary policies capture some of the value of rising real-estate prices to provide community benefits** by using local land-use controls to ensure that much-needed affordable-housing units are produced along with market-rate units and that the limited supply of developable land is put to work in a way that serves households at all income levels.

Inclusionary housing — also referred to as “inclusionary zoning” — is a flexible tool that can be tailored to local circumstances. There is no one “model” inclusionary-housing policy, but rather a number of best practices to consider when adopting or amending an ordinance.

This factsheet explores the range of policy options to consider when designing a local inclusionary ordinance and highlights best practices that maximize community benefits and fulfill policy goals.

An inclusionary-housing ordinance is one part of an equitable-development strategy, and should not be viewed as the sole way to address affordable-housing needs. In most communities, building the needed amount of housing for lower-income families will still require public subsidies and must be integrated with other strategies.

*Following a period of legal uncertainty around inclusionary ordinances, a 2015 Supreme Court decision affirmed city and county authority to impose inclusionary requirements based on local government's broad police powers. And passage of Assembly Bill 1505 in 2017 reinstated the authority to apply inclusionary policies for rental housing.*



■ November 2018

*Produced by Local Government Commission, Western Center on Law and Poverty and California Rural Legal Assistance Foundation, with funding from the Climate, Land Use, and Transportation program of the Resources Legacy Fund.*

# Benefits of an Inclusionary Housing Ordinance

A well-designed ordinance can generate numerous benefits for communities seeking to increase housing affordability and develop diverse, inclusive neighborhoods. These include:

- ◆ More choices for lower-income households about where to live.
- ◆ Reduced opposition to affordable housing by producing affordable units within communities as they develop, not after.
- ◆ Support for compact infill development, reduced sprawl and achievement of local Regional Housing Needs Assessment (RHNA) targets for all income levels.
- ◆ Reduced vehicle miles traveled (VMT) and greenhouse gas emissions by providing people at all income levels more opportunities to live closer to work and in transit-rich areas.
- ◆ Ensuring that the entire community benefits from a growing economy. Public and private investments help create economic growth that raises property values. Inclusionary housing helps capture some of the value created by these investments to ensure that the benefits do not accrue solely to property owners and helps buffer against displacement pressures by ensuring that lower-income residents can remain in the community.
- ◆ Reduced segregation and concentration of poverty.

## Keys to a Successful Ordinance

A adopting a detailed inclusionary ordinance with input from a wide range of community stakeholders is the best method for implementing effective and legally defensible inclusionary requirements.

The ordinance's language should provide clarity and certainty for the development community, and be structured to realistically achieve its goals. It should be backed by data and research that establishes both the need for the policy and the feasibility of the requirement.

The key elements of a well-crafted inclusionary ordinance include:

### 1. State the need.

Local governments have **broad discretion under the police power** granted by the state constitution to regulate the use of land within their borders, so long as the regulation is reasonably related to advancing the general welfare. A local inclusionary ordinance, then, should start with a statement of findings related to the need for the policy to improve the community's well-being.

Most California jurisdictions have a **severe shortage of housing units affordable to low- and very low-income households**. The need to address that shortage provides a strong basis for inclusionary zoning, as does the need to meet the jurisdiction's share of the region's ongoing housing need at the lower-income levels (which is nearly impossible to do with subsidy alone).



Jurisdictions also frequently point to the need to **address past patterns of racial and economic segregation** in their community, ensure the preservation and development of diverse neighborhoods, meet fair-housing mandates, and make the best use of a limited supply of developable land.

The ordinance should be directly tied to the findings establishing the need for the policy. For example, if the findings cite the shortage of low- and very low-income housing units in the community, then one of the policy's goals should be to ensure that those units get produced. A well-crafted ordinance will start with findings that support the policy choices reflected in the design of the ordinance.

*"Lower-income" households refers to those making 80% or less of area median income (AMI). The term encompasses households that are "low-income" (those making 50-80% of AMI) and "very low-income" (those making less than 50% of AMI).*



## 2. Get the numbers right: how many, where, when and for how long?

### *How many affordable units should be required and to whom should they be affordable?*

An inclusionary ordinance should clearly define how many affordable units must be included in a project and at which income levels. The vast majority of ordinances set the requirement as a percentage of the total number of units in the project, while a few communities use a square-footage metric.

LOW AND VERY-LOW: The requirement will typically be split between low- and very low-income households (for example, 15% of the total are affordable units, with 10% low and 5% very low). Some laws also include a target for extremely low-income households.

MODERATE: Some communities also require moderate-income units, but this should be based on a careful analysis of the market and its ability to serve moderate-income households. If the market is producing moderate-income units on its own, there would be no rationale for having an inclusionary requirement for moderate-income units.

---

### *In California, the requirements in most inclusionary policies adopted so far have fallen within the 10-20% range – 15% being the most common.*

---

What percentage a community establishes will be dependent on its affordable housing needs, local market conditions, the financial incentives available to developers, and the mix of affordability levels required.

FIXED: Some communities require fixed percentages at each designated income level, whereas others may provide some flexibility (for example, allowing for a lower percentage of inclusionary units overall when the units are provided at a deeper affordability level).

FLEXIBLE: Some jurisdictions structure their inclusionary policies to involve a sliding scale, so that projects that include higher percentages of affordable units also qualify for more incentives, such as greater density increases.

While there may be reasons to build flexibility for the required number of affordable units into an ordinance, **too much flexibility can undermine the creation of new housing at the income levels needed most and cannot be produced by the market alone.**

### *Which projects should have to comply with the inclusionary requirement?*

While it may be tempting to carve out various exceptions to an inclusionary requirement, the best practice is to apply the requirement to all housing-development projects throughout a community or the geographic area covered by the policy. This is the best way to ensure that the policy is

implemented equitably and serves the overall goal of ensuring that all neighborhoods – single-family and multi-family, lower-density and higher-density – incorporate housing options at a range of income levels.

SMALL PROJECTS: Many jurisdictions choose to exempt small projects from complying with an inclusionary requirement. The rationale is often to ensure that smaller development projects are financially feasible. While a small-project exemption may be well-intended, it can be difficult to reconcile an exemption with the ordinance's overall goals and create potential legal issues.

It can also be a challenge to settle on a definition of “small” that doesn't simply encourage projects that come in just under the threshold, thus frustrating the goal of ensuring that all new housing development contributes to meeting the community's affordable-housing needs.

Rather exempting these projects altogether, **a better practice is to provide small projects with the option to pay an in-lieu fee as an alternative to compliance with on-site production requirements.** This is particularly true in areas where a high proportion of development activity occurs on smaller projects.

### *Should inclusionary requirements be different for for-sale projects and rental projects?*

In most jurisdictions, the most defensible ordinance will be one that imposes an inclusionary requirement equally on rental and for-sale housing. Requirements that treat the two differently may have fair-housing implications and, much like exemptions for small projects, can be challenging to reconcile with the ordinance's goals.

For example, an ordinance that requires the inclusion of low- and very low-income units in rental developments, but only moderate-income units in for-sale developments, could run counter to the goal of ensuring that all neighborhoods have a mix of housing at all income levels in cities where rental and for-sale development generally happen in different neighborhoods.

Furthermore, **depending on local demographics, such policies may lead to disparate impacts on certain protected classes**, potentially violating legal requirements. In weighing whether to impose the same or different requirements on rental and for-sale housing, it's crucial to consult with an attorney with expertise in fair-housing laws.

RENTAL/FOR-SALE MIX: One way to maximize the production of affordable units and increase flexibility is to allow developers of single-family projects the option of meeting the inclusionary requirement by including affordable multi-family rental units within the development rather than affordable for-sale, single-family homes.

However, this option should be crafted carefully to ensure consistency with the ordinance's overall goals and fair-housing obligations. Rental units can generally be produced more cost-effectively than for-sale units, so this option should reflect that by requiring that a higher percentage of rental units be produced.



Under California law, if the inclusionary requirement is adopted through a program in the jurisdiction's housing element, the program must provide developers with this option. However, nothing requires a jurisdiction to adopt an inclusionary requirement through its housing element, and this approach is not ideal.

### *Should inclusionary requirements be structured differently in different neighborhoods?*

Inclusionary requirements most typically apply jurisdiction-wide. **While different neighborhoods within a city may have differing development markets, a well-designed policy already adjusts for those differences.**

For example, in a neighborhood where the development market is especially hot and land costs are high, the value of an increase in allowable density is also much higher, making a higher inclusionary requirement feasible.

**SPECIFIC PLANS:** However, in large cities, it may make sense to consider area-specific increases in an inclusionary requirement because some parts of town may be much hotter development markets than others. An effective way to accomplish this is through the adoption of a specific plan that lays out the land-use controls that apply within a designated geographic area.

**TRANSIT AREAS:** Some jurisdictions have also crafted specific inclusionary policies that apply to areas adjacent to transit stations, recognizing the wide body of research demonstrating how crucial it is to build affordability into transit-oriented development and the resulting benefits that increase transit ridership, reduce greenhouse gas emissions, and strengthen community stability.

### *How long should inclusionary units remain affordable?*

Given the time and resources that go into developing housing, an inclusionary ordinance should aim to set the affordability term — how many years a unit must remain “affordable” — for the longest period of time that is feasible.

**One important thing to consider in determining the affordability term is the cost of maintaining a unit's affordability over time compared to the cost of having to provide a new affordable unit to replace it when the deed-restriction period ends.** In most cases, the former will be far more cost-effective than the latter.

**BUILDING WEALTH:** One advantage of homeownership is the ability to build wealth through the ownership of an appreciable asset. Strict resale controls that require the home to be resold at an affordable price to another low-income homeowner significantly restrict the wealth-building advantages of homeownership. On the other hand, the program should protect against the owner of a for-sale inclusionary home quickly reselling the home at a significant profit.

**For rental units, 55 years is a common affordability term** required by many affordable-housing funding programs in California. An inclusionary ordinance should require at least as long a period, although it's not uncommon for jurisdictions to require longer periods — or even to mandate that inclusionary rental units be deed restricted in perpetuity, as West Hollywood does.

**The typical term with for-sale units is 45 years.** Affordability restrictions for these units present some additional policy considerations about the sale of the home during the affordability term.

**SHARING EQUITY:** The most common way of balancing these interests is an equity-sharing policy in which any appreciation is split between the selling homeowner and the jurisdiction. The jurisdiction then uses its share to assist in future homeownership opportunities for low-income buyers. Some policies have initial limits on resale (such as 10 years) that require the home to be resold only to a low-income buyer at an affordable price during that period.

Other ordinances have a sliding-scale, equity-sharing provision that states that no proceeds to a homeowner who sells during the initial years, but provides a greater share of the proceeds to the homeowner closer toward the end of the 45-year term.

### *Should the inclusionary requirement change over time?*

Housing markets are constantly changing, and it would be a challenge to amend an inclusionary requirement in response to every rise and dip in local conditions. However, building in a set review period can be useful for a number of reasons. **Periodic review can help determine whether the percentage of units required remains appropriate for local conditions so that the community is not losing out on affordable units** that could feasibly be achieved with a higher inclusionary requirement.

It can also help in assessing whether changes to income targeting are necessary. For example, if a community has steadily produced low-income units but not very low-income units, it may be necessary to increase the percentage of very low-income units required by the ordinance and adjust available incentives accordingly to account for the higher cost of providing these units. Every five years is a reasonable review period.

**SYNC WITH HOUSING ELEMENT:** Another option is to review the ordinance concurrent with the housing-element adoption process every eight years. (While most local jurisdictions in California must update their housing element every eight years, some rural jurisdictions remain on a five-year cycle.)

### 3. Couple with incentives and concessions.

From both a legal and a practical standpoint, an inclusionary-housing policy should include incentives and concessions for developers to help offset the cost of providing the affordable units. Common concessions and incentives include:

- ◆ Density increases, including the option of greater density increases in exchange for higher percentages of affordable units.
- ◆ Waivers of development standards, such as height and setback requirements.
- ◆ Reduction in or a waiver of minimum parking requirements, especially for projects located in transit areas.
- ◆ Expedited permit processing or ministerial approval.
- ◆ Waiver, reduction or deferral of development fees, either on the inclusionary units or the entire project.
- ◆ Direct financial subsidies.

California law requires that developers who comply with an on-site inclusionary requirement that meets the affordable-housing requirements of the state **Density Bonus Law** must receive all of the benefits to which they are entitled under that law. These benefits include a density increase, concessions and incentives, waivers of development standards and reduced parking requirements. For example, a project that includes 20% of units affordable to low-income households is entitled to a 35% density bonus, two concessions or incentives and various other benefits provided under the state law.

### 4. Establish clear development standards.

In addition to specifying the percentage of affordable units and at which income levels, an ordinance should establish clear standards for the inclusionary units. Among such best practices:

- ◆ The affordable units must be indistinguishable from the market-rate units in the development, at least outwardly.



- ◆ The project includes a similar mix of unit types. For example, if a multifamily rental development will have an equal number of 1-, 2- and 3-bedroom units, the affordable units should also incorporate an equal mix of 1-, 2- and 3-bedroom units. Many ordinances also require that inclusionary units be the same square footage as the market-rate units, although in some cases jurisdictions have built in flexibility to reduce square footage while including the same number of bedrooms to reduce project costs.
- ◆ Inclusionary units must be located throughout the development rather than clustered in one area.
- ◆ Residents of the affordable units must have access to all amenities — such as a pool, a fitness center and parking — that market-rate residents have.
- ◆ The affordable units must be completed either prior to or concurrent with the market-rate units, and prior to issuance of a certificate of occupancy.

**ACCESSORY DWELLING UNITS:** For single-family for-sale developments, some jurisdictions have allowed accessory dwelling units (ADUs) as a way to fulfill an inclusionary requirement. This is not considered a best practice and should be avoided. **While cities and counties should encourage the construction of ADUs, which can be a land- and cost-efficient way of expanding a community's housing supply, they are problematic from an inclusionary standpoint.**

ADUs are readily distinguishable from the other units in a for-sale development, and may raise equity and fair-housing concerns if used as the means for achieving compliance with an inclusionary policy.

ADUs are also typically studios or 1-bedrooms rather than a match of the bedroom mix of the primary development, and are often designed as “micro” or “efficiency” units without similar amenities as the primary development. They are challenging to deed-restrict and monitor, and are unlikely to provide the long-term affordability that an inclusionary ordinance should require.



## 5. Provide alternative methods of compliance.

Because one of the primary goals of an inclusionary requirement is to make affordable units available in all housing developments, ordinances should require on-site construction of the inclusionary units to the maximum extent possible. However, most jurisdictions have chosen to allow alternatives to on-site production of inclusionary units under certain circumstances.

In California, **state law requires that alternative methods of compliance be provided to developers of inclusionary rental housing**, although what those alternatives are, and when each alternative is available, is left up to individual jurisdictions. The law doesn't require alternatives for developers of for-sale housing. Common alternatives include in-lieu fees, off-site construction, land donation, and the acquisition and rehabilitation of existing units.

When weighing how to offer to provide some flexibility, alternatives should be appropriately limited to maximize on-site construction. **Alternatives should be available where on-site production of units is less feasible, rather than as a default option for all developments.** Common mistakes that can lead to inadequate production of actual housing units include setting in-lieu fees too low and failing to establish adequate standards for land donation.

**Timing is also a crucial factor in the structure of alternatives.** For example, some jurisdictions have required that off-site inclusionary units be completed concurrent with or prior to the development that triggered the inclusionary requirement, or before a certificate of occupancy for that development is issued. Ideally, alternatives should be used only when they will lead to the production of more affordable units than would otherwise be provided on-site, while still being consistent with the ordinance's other goals.

### *In-lieu fees*

One common alternative is in-lieu fees, which are paid instead of constructing the required affordable units. **In-lieu fees are generally paid into a local affordable-housing trust fund that finances the construction of affordable housing at other locations within the community.** Of all the alternatives, in-lieu fees provide the greatest challenge to achieving inclusionary goals and therefore should be considered carefully and sparingly.

Unlike off-site construction and land-dedication alternatives, **in-lieu fees don't guarantee a site for the construction of the affordable units.** If the amount of the fee is not sufficiently high, the payment may also not produce enough revenue to help produce new affordable units. Without adequate funding and identified locations for their use, the fee revenue could sit unused.

**TRUE COST:** Furthermore, if in-lieu fees don't reflect the true cost of producing on-site units, this may drive most developers to opt for paying the fee rather than producing an affordable unit on-site. Over time, this can frustrate the policy and lead to an insufficient proportion of affordable units being developed.



If properly designed, an in-lieu fee option can have advantages in certain jurisdictions. **In-lieu fees can enable a jurisdiction to leverage state and federal funds** that may not have otherwise been available, allowing for more affordable units to be built than would have been created on-site.

**IN-LIEU ADVANTAGES:** It can also provide flexibility to produce needed units that the inclusionary requirement is not producing, such as extremely low-income units; use funds to preserve existing affordable housing with expiring deed restrictions; produce rental units in places where the inclusionary requirement is primarily creating for-sale units (or vice versa); or develop affordable units in parts of the city where development isn't happening and thus the inclusionary requirement is having no impact.

If allowed, the fee amount should be set at a level comparable to the cost of producing a similar unit to the one that otherwise would have been provided on-site. One of the most common methods for determining the fee amount is to base it on the gap between the affordable-housing and market-rate costs. For example, if it costs \$300,000 to produce a low-income unit but the rent only covers the financing on \$230,000, then the in-lieu fee would be set at \$70,000 to cover the difference.

The amount of an in-lieu fee will need to change over time to reflect changes in construction costs, inflation and other market factors. Therefore, it is better to **put the formula for determining the fee amount into an ordinance rather than state the amount itself**, since amending an ordinance on a regular basis can be time-consuming, costly and potentially controversial.

**ADJUSTING THE FEE:** The ordinance should specify the mechanism for adjusting the fee over time, such as tying it to increases in the local Construction Cost Index, as San Francisco does. If an ordinance distinguishes between rental and for-sale units in its inclusionary requirements, in-lieu fees should also be distinguished in the same manner to ensure they are an adequate substitute for the provision of on-site units.

### *Off-site construction*

Allowing construction of inclusionary units off-site can have advantages. For example, a developer may be able to build affordable units more cost-effectively off-site, thus enabling more units to be produced. However, there are also pitfalls that jurisdictions should work to avoid.

One important consideration with off-site construction is the allowable geography — how far from the development site. Given that the inclusionary requirement seeks to foster mixed-income neighborhoods and reduce segregation, even if inclusionary units can't be produced on-site in a new development, they should be produced nearby. In cases where that isn't possible, the jurisdiction should ensure that they are dispersed equitably throughout the community and not clustered in lower-income neighborhoods.

Jurisdictions also typically require more units to be built off-site than would be required on-site. This means the value of the cost savings over on-site construction is captured and translated into a community benefit, and that the policy properly expresses an appropriate preference for on-site units.

**Ensuring on-site and off-site construction have similar costs incentivizes on-site construction (which should be the norm), while still providing a meaningful alternative for those projects that can't feasibly accommodate on-site affordable units.**

Another best practice is to **require that the off-site units be constructed before or concurrent with the market-rate units**, which can be achieved by having the off-site units finished before building permits are issued for the market-rate development site. That way an off-site alternative doesn't simply become an escape hatch to avoid complying with the site's inclusionary requirement.

### Land donation

Land donation can be a useful option where affordable-housing developers have difficulty finding building sites. Paired with in-lieu fees or other sources of affordable-housing funding, **dedicated land can be used to produce needed types of housing that might not otherwise get built**, such as homes for people with special needs or permanent supportive housing.

However, jurisdictions must establish clear parameters for exercising this alternative. Donated land should be equivalent or greater in value to the affordable units that otherwise would have been produced on-site, and should be ready for development at the time it is donated. It is also important here to consider the allowable geography to make sure that the required affordable units are not concentrated in certain neighborhoods.

## 6. Include procedure for requesting waivers or reductions.

An inclusionary requirement may not withstand legal scrutiny if it doesn't include a process by which a developer can request a waiver or reduction of the requirement. Much like the inclusionary requirement itself, **the waiver process should be as clear and specific as possible**, detailing both the procedures for requesting the waiver — process, timeline, appeal procedure — and the standards by which the request will be evaluated.

## Feasibility Studies

While not required by state law in California, preparing a feasibility study in support of an inclusionary requirement helps ensure that the requirement is right-sized for local conditions. It's important not to set an inclusionary requirement so high that it stops development, and equally crucial not to set it too low and miss out on affordable units.

A feasibility study is an opportunity to analyze local market conditions and the economics and tradeoffs of various policy options — affordability percentages and levels, incentives — to make sure the ordinance delivers the number and type of affordable units that a community needs. It also provides a data-driven foundation for the requirement, which can help overcome opposition by showing that it can be implemented without impeding the developers' ability to earn a profit.

The California Department of Housing and Community Development generally requires local jurisdictions to analyze inclusionary requirements as a potential constraint on development in their housing elements. A feasibility study can help demonstrate that the requirement isn't a barrier.

**NEXUS STUDIES:** Feasibility studies should not be confused with nexus studies. A jurisdiction must prepare a nexus study to impose an exaction. A nexus study would be required if a jurisdiction wanted to adopt a commercial linkage fee, for example, where it must show that the amount of the fee is roughly proportional to the need for affordable housing generated by new commercial development.

An inclusionary requirement is not an exaction but rather a land-use regulation, much like a density requirement or a height restriction, and need only be related to advancing a legitimate purpose. A nexus study is not required when adopting a traditional inclusionary ordinance.

**For more information about the preparation of feasibility studies for inclusionary studies:** [inclusionaryhousing.org/resources/#feasibility](https://inclusionaryhousing.org/resources/#feasibility)

The waiver or reduction process should be carefully structured so that it functions as the exception and not the rule, and is only used in rare cases.

The City of Napa's inclusionary requirement withstood a constitutional challenge in part because it included a waiver-request provision. The City used a **constitutional test** to determine whether a waiver would be approved, under which the developer had to show that the requirement as applied would be unconstitutional.

Other jurisdictions apply a **hardship standard**, allowing for a waiver or reduction if the developer can show that the requirement would deprive them of all economically viable use of the land. An economic-hardship standard should not be about the level of profit, but about whether any profit can be made.

## 7. Monitor implementation and compliance.

A jurisdiction that chooses to adopt an inclusionary ordinance should be prepared to devote staff time and resources to ongoing monitoring and other administrative tasks needed to implement the ordinance effectively.

In addition to ensuring that deed restrictions and covenants are recorded in time and that affordability is maintained for the required time period, it is important to **ensure that units are occupied by households at the appropriate income levels over time and that resale provisions are enforced.**

To maximize the program's effectiveness, a jurisdiction should adopt procedures that:

- ◆ Establish whether the jurisdiction, property managers or a designated third party will be responsible for verifying tenant or homebuyer eligibility, income recertification and other occupancy factors. The best practice is to have the jurisdiction perform these tasks, although smaller jurisdictions may find it more cost-effective to pool resources with other neighboring jurisdictions and contract with a third party. Having property managers perform these tasks can prove overly burdensome due to the training required.
- ◆ Ensure that a list of available units is up-to-date and readily accessible to households in the targeted income categories, and that the list is maintained in a way that ensures compliance with fair-housing obligations.
- ◆ Determine which qualified applicants (those meeting household-income restrictions) are chosen to rent or buy inclusionary units.
- ◆ Recertify tenant income annually and determine when a tenant household no longer qualifies for residency in the inclusionary unit.

Some jurisdictions require that tenants move at the end of the lease term as soon as their household income exceeds the income limit for the unit. Others allow a tenant to remain until their household income exceeds the income limit by a set amount or percentage.

The policy should be tied to the cost of market-rate housing in the community and ensure that tenants are aware of requirements and receive adequate notice when they exceed income limits and must vacate the unit. To avoid displacement, consider allowing tenants to stay in a unit after their income exceeds allowable limits but convert that unit rent to market rate. The next comparable unit in the development that becomes vacant would then be offered as affordable to replace that "lost" unit.

- ◆ State how sales of for-sale units will be handled, including the referral of potential buyers and how funds derived from equity-sharing agreements will be used. Also, if the jurisdiction has an option to purchase a unit upon resale or at the end of the regulatory period, it should have a mechanism in place for handling those options.

**A strong monitoring program can have the added benefit of providing clear data about the success of the ordinance.** This information can then be used to establish that the inclusionary requirement is not a constraint on development for purposes of the housing-element review process, and for potential future discussions about amendments to the inclusionary requirement.

### MORE RESOURCES

- ◆ [inclusionaryhousing.org](http://inclusionaryhousing.org)
- ◆ [lgc.org/advancing-inclusionary-housing-policy](http://lgc.org/advancing-inclusionary-housing-policy)

## Other Value-Capture Tools to Produce Affordable Housing in Development

While "inclusionary housing" usually refers to mandatory land-use policies designed to construct affordable housing within market-rate developments, other tools can also capture land value to produce needed affordable units.

### *Voluntary inclusionary requirements*

California has a statewide, voluntary inclusionary method in the form of Density Bonus Law, with which all cities and counties must comply. Under this law, developers who include affordable units in their projects are entitled to a density increase and other incentives.

Local governments can offer density increases above those specified in the state law in exchange for higher levels of affordability (units for households at the lower AMI levels).

### *Linkage fees*

A linkage fee can be imposed on commercial and residential development to generate funds for affordable housing. The amount of this fee is set based

on the community's need for affordable housing generated by new development. A growing number of California cities have adopted commercial linkage fees, including Los Angeles, Oakland, Sacramento and San Diego.

While linkage fees can be a crucial revenue source, a linkage fee for affordable housing doesn't produce the other community-wide benefits of a traditional inclusionary requirement, such as economically integrated neighborhoods, and may also not be as economically valuable. Pairing a commercial linkage fee with a traditional inclusionary requirement is one way for a community to maximize the production of affordable housing while also advancing other important policy goals.

### *Ad hoc inclusionary requirements*

Some jurisdictions have tried to negotiate inclusionary requirements on a project-by-project basis, often on larger projects. These ad hoc requirements are problematic from a legal standpoint and don't ensure that all new residential development includes housing affordable at a range of income levels.

## CITY COUNCIL MEETING

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

**October 11, 2022**  
**Council Chambers**

### **5:45 P.M. - CLOSED SESSION**

Mayor Pro Tem Barbanica called Closed Session to order at 5:45 P.M., and City Clerk Householder called the roll.

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

### **PUBLIC COMMENTS**

Atticus Finch expressed concern regarding incidents involving Mayor Thorpe and requested he be censured.

1. **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 Employee Association.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): Two Cases.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to Government Code section 54957.

### **ADJOURN TO CLOSED SESSION**

Mayor Pro Tem Barbanica adjourned to Closed Session at 5:50 P.M.

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

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

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

### **PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Barbanica 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 LABOR NEGOTIATORS**, no reportable action, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, no reportable action; and, **#3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY**, no reportable action.

### 1. INTRODUCTION OF NEW EMPLOYEES

Director of Public Works/City Engineer Samuelson introduced Brandy Brooks, Public Works Technician, who thanked Director of Public Works/City Engineer Samuelson for the introduction and her family as well as Public Work's staff for their support. She stated she looked forward to serving in her new position.

Director of Public Safety and Community Resources Johnson introduced Monserrat Cabral, Youth Services Network Manager who thanked Director of Public Safety and Community Resources Johnson for the introduction and stated she looked forward to serving in her new position.

### 2. PROCLAMATIONS

*In Honor of Bill Ridle, Antioch Veteran of the Year 2020-2021*

*In Honor of James Douglas Bean, Antioch Lifetime Veteran of the Year 2020-2021*

*In Honor of Gerald "J.R." Wilson, Jr., Antioch Veteran of the Year 2021-2022*

*In Honor of Tom Menasco, Antioch Lifetime Veteran of the Year 2021-2022*

*Recognizing Red Ribbon Week, October 23 – 31, 2022*

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

Bill Ridle accepted the *In Honor of Bill Ridle, Antioch Veteran of the Year 2020-2021* proclamation and thanked the City Council for the recognition.

James Douglas Bean accepted the *In Honor of James Douglas Bean, Antioch Lifetime Veteran of the Year 2020-2021* proclamation and thanked the City Council for the recognition.

Gerald "J.R." Wilson accepted the *In Honor of Gerald "J.R." Wilson, Jr., Antioch Veteran of the Year 2021-2022* proclamation and thanked the City Council for the recognition.

Tom Menasco accepted the *In Honor of Tom Menasco, Antioch Lifetime Veteran of the Year 2021-2022* proclamation and thanked the City Council for the recognition.

Mayor Pro Tem Barbanica thanked the Veteran's for their service.

Several individuals accepted the *Recognizing Red Ribbon Week, October 23 – 31, 2022* proclamation and thanked the City Council for the recognition.

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

Velma Wilson recognized International Day of the Woman and announced Girls Empowerment would be held on October 27, 2022, at the Contra Costa County Event Park. Ms. Wilson and J.R. Wilson invited the community to attend several Veteran's Day events on November 11, 2022.

Assistant City Manager Bayon Moore announced the following civic and community event.

- Big Truck Day – October 13, 2022

Director of Public Safety and Community Resources Johnson announced the Antioch Council of Teens in partnership with the APD was hosting Trunk or Treat on October 29, 2022. She stated they were seeking volunteers to participate in the event.

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

City Clerk Householder announced the following Board and Commission openings.

- Sales Tax Citizens' Oversight Committee

For more information and to apply, visit the City's website.

### **PUBLIC COMMENTS**

Leslie May reported that a representative from the State of California Oversight Committee and County Supervisors were observing this meeting to determine if participants were disregarding Roberts Rules of Order.

Desiree Lopez thanked the Veterans for their service. She discussed incidents involving Mayor Thorpe and urged residents to research candidates prior to voting.

Melissa Case discussed her observations regarding the behavior of some of Antioch's elected officials and requested an apology.

Ralph Hernandez gave a personal history. He announced his endorsements for candidates for the Antioch Unified School Board and City Council.

Andrew Becker apologized for providing misinformation at the last Council meeting regarding the cannabis dispensary on Somersville Road. He reported the Planning Commission had approved a recommendation to rezone a commercial property and expressed concern that the item had moved forward quickly without inclusionary zoning or in lieu fees.



Edgar Martinez, District 1 Antioch resident, encouraged residents to vote based on facts. He questioned how the Rent Stabilization Ordinance would be measured for success. He spoke in support of the City conducting rental inspections, providing access to legal resources, installing a roundabout on James Donlon Blvd. and live streaming City Council/Committee meetings.

Johnny Walker discussed incidents involving Mayor Thorpe.

Mary Beth Bykowsky, California Department of Insurances Community Relations and Outreach, announced eligibility requirements for California's Low-Cost Automobile Insurance Program and Senior Gateway Portal. Contact information was provided.

Patricia Granados spoke in opposition to censuring elected officials. She stated she believed an apology was appropriate for wrongdoings and perhaps an update for ethical behaviors for elected officials. She suggested the DOJ investigate the actions of an AUSD elected official. She discussed racist behaviors of some Antioch residents and encouraged the community to vote.

Devin spoke in support of women and suggested people refrain from speaking on someone else's personal experiences. He apologized for the negative comments made about a City employee.

Kathryn Wade discussed an investigation of those involved in her son's death and allegations against the Antioch Police Department, EMTs, Coroner and Sutter Delta. She requested she be provided with the results of the FBI investigation as well as police and coroner reports.

Public comment submitted in writing was entered into the record from the following individual: Craig Schoenthaler.

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

Councilmember Torres-Walker discussed the work carried out by the City Council on behalf of communities that had been struggling. She expressed concern regarding those who commented on the personal matters of others. She stated Councilmember Ogorchock should call for the censure of Mayor Thorpe and explained that a censure would not affect the Mayor's ability to carry on with his duties. She discussed personal attacks she had endured and noted those who wanted to support women should vote for better policies and support them in all instances.

Councilmember Wilson reported on the Tri Delta Transit AMTA Conference and announced Delta Diablo would meet on October 12, 2022.

**MAYOR'S COMMENTS – None**

## **5. PRESENTATIONS**

Director of Public Safety and Community Resources Johnson introduced Trish Callo, Earl Hudson and Amethyst Ziemam, who presented the Build Antioch 2022 Design Studio PowerPoint presentation. Ms. Callo recognized those who participated in the project.

Director of Public Safety and Community Resources Johnson stated she was proud of the youth who participated in this program.

Gerald “JR” Wilson, President/CEO Delta Veterans Group (DVG), Commander of VFW Post 6435, Pat Jeremy, MCPO USN Ret., VP. of DVG Veteran of Foreign Wars, Post 6435 and Donald P. Freitas, President, Veterans Blvd Community Projects, presented the Antioch Veteran’s Memorial Park PowerPoint presentation. They requested Council authorize community involvement in the planning of landscaped areas, support the fundraising efforts of Veterans Blvd. and authorize a memorandum of understanding between the City and Veterans Blvd detailing the approved duties and responsibilities.

Andrew Becker spoke in support of the project and suggested the City reach out to the Board overseeing the Contra Costa County Fairgrounds property to move the Victory Highway Memorial to this site.

Martin Wesley, CoCo Farms and Patricia Granados spoke in support of the project.

The City Council thanked the presenters and spoke in support of the project.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously directed staff to bring back a staff report addressing the action items proposed in the presentation.

Mayor Pro Tem Barbanica declared a recess at 9:14 P.M. The meeting reconvened at 9:23 P.M. with all Councilmembers present with the exception of Mayor Thorpe who was previously reported as absent.

**6. CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 23, 2022**
- B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 26, 2022**
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 13, 2022**
- D. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 27, 2022**
- E. APPROVAL OF COUNCIL WARRANTS**
- F. ORDINANCE NO. 2219-C-S SECOND READING - RENT STABILIZATION ORDINANCE ADOPTION (*Introduced on September 27, 2022*)**
- G. AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**

- H. **RESOLUTION NO. 2022/179 AUTHORIZATION TO PURCHASE UP TO SEVEN (7) 2023 NEW-TO-FLEET VEHICLES AND UP TO SIXTEEN (16) 2023 REPLACEMENT VEHICLES UTILIZING COOPERATIVE PURCHASE AGREEMENTS**
- I. **RESOLUTION NO. 2022/180 APPROVAL OF PURCHASE OF A VAC-CON G2 T350/850 UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT 101221-VAC WITH MUNICIPAL MAINTENANCE EQUIPMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council approved the Council Consent Calendar with the exception of Items F, G and H which were removed for further discussion. The motion carried the following vote:

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

**ITEM F** – Devin Williams representing ACCE, First 5, ECRG and Monument Impact, Debra Ballinger representing Monument Impact and Rhea Elina representing First 5 Contra Costa, ECRG, ACCE, Monument Impact, Urban Habitat, Healthy and Active Before 5 and tenants, thanked the City Council for supporting the Rent Stabilization Ordinance.

Mayor Thorpe joined the meeting at 9:26 P.M.

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

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

Mayor Thorpe left the meeting at 9:30 P.M.

**ITEM G** – Melissa Case questioned why the City Council renewed the resolution that allowed them to bypass Brown Act requirements. She stated she believed the process was being misused.

City Attorney Smith reviewed the requirements of AB361 and noted it was observed by several cities. He further noted it applied to the City Council and Commissions, several which were still using it to conduct teleconference meetings.

Councilmember Wilson requested City Attorney Smith provide more information with regards to how many cities continued to participate in hybrid meetings.

Councilmember Torres-Walker commented hybrid meetings allowed the public to be more involved in Council, Boards and Commission meetings.

Mayor Pro Tem Barbanica stated he felt the hybrid option had passed its use and was no longer being used as intended. He noted the public had the right to face elected officials and direct comments towards them.

City Attorney Smith clarified that if the following motion passed the City would no longer be using AB361. He explained that if the resolution was not adopted, then as soon as the previous approval expired, AB361 would no longer be in effect.

A motion by Councilmember Ogorchock, seconded by Mayor Pro Tem Barbanica, to stop using AB361 to conduct meetings by teleconference for City Council, Boards, Commissions and Committees failed by the following vote:

Ayes: Ogorchock, Barbanica

Noes: Torres-Walker, Wilson

Absent: Thorpe

**ITEM H** – Councilmember Ogorchock reported that the City had been unable to purchase eleven police vehicles and requested Council consider adding those vehicles to this item.

City Attorney Smith explained this agenda item dealt with replacement vehicles and the number that was proposed was subject to change.

Director of Public Works/City Engineer Samuelson stated if Council supported the direction being discussed, he suggests modifying Item #2 in the recommendation to include nine new to fleet and 25 replacement vehicles for a not to exceed amount of \$2,552,000. He noted their goal was to purchase hybrid vehicles; however, if they were unable to purchase them, he wanted flexibility to purchase gas vehicles to fill the need. He further noted they were experiencing short windows of opportunity to purchase vehicles so the intent was to get approval for all the vehicles needed so when the opportunity was available, they could immediately start the order process.

City Attorney Smith commented if the Council wanted hybrid vehicles purchased, it should be included in the authorization.

Andrew Becker expressed concern that the City was attempting to fill a large purchase order of vehicles when the market was unstable and costs had greatly increased. He suggested alternatives be considered.

Councilmember Ogorchock mentioned that there was a vehicle replacement fund for the various city departments.

On motion by Councilmember Ogorchock, seconded by Mayor Pro Tem Barbanica, the City Council members present unanimously adopted the resolution with the following amendments:

- Authorizing the purchase of up to nine (9) 2023 new-to-fleet vehicles; up to twenty-five (25) 2023 replacement vehicles with a total vehicle count of thirty-four (34) utilizing cooperative purchase agreements for a not to exceed amount of \$2,552,000, with flexibility to purchase hybrid vehicles, if available.

## **COUNCIL REGULAR AGENDA**

### **7. PARKS AND RECREATION COMMISSION APPOINTMENTS FOR ONE (1) VACANCY EXPIRING MARCH 2024; AND TWO (2) VACANCIES EXPIRING APRIL 2026**

City Clerk Householder reported there were no biographies provided because she was not made aware of the nominees; however, a nominee was in attendance this evening.

City Clerk Householder announced Mariah Williams had been nominated to the vacancy expiring April 2026.

Ms. Williams provided a biography for the City Council.

Councilmember Ogorchock thanked Ms. Williams for volunteering to serve. She questioned if there was a policy or resolution regarding the Commission appointment process.

City Attorney Smith responded that he was not aware of a policy or resolution; however, he would ask the City Clerk to research the City's resolutions to determine if one existed.

City Clerk Householder reported there was brief mention of this process in the municipal code; however, primarily boards and commissions were dictated by the Maddy Act and government code. She noted the City Clerk and Mayor have worked out the process and there were legal requirements such as everyone being given a fair opportunity to interview.

Councilmember Ogorchock stated that she understood that some applicants were not interviewed and someone other than the Mayor had interviewed others.

Ms. Williams reported that the Mayor had called her and conducted an interview.

#### **RESOLUTION NO. 2022/181**

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council members present unanimously appointed by resolution Mariah Williams to fill (1) one full-term vacancy on the Parks and Recreation Commission expiring April 2026.

City Clerk Householder stated she would give the Oath of Office to Ms. Williams at a later date.

### **8. SHOTSPOTTER TECHNOLOGY PRESENTATION**

Corporal Gonzalez introduced Terri Greene and Ron Teachman who provided the ShotSpotter Technology Presentation.

Councilmember Torres-Walker stated she was familiar with ShotSpotter and questioned how educated the community should be on the rollout of the technology.

Mr. Teachman explained that they provided a Community Engagement Team who were skilled at conducting community meetings and assisting the APD in using data to engage non-profits and government services.

Councilmember Ogorchock thanked Mr. Teachman for the presentation. She questioned if cameras were included in the program.

Mr. Teachman clarified that they were an acoustic solution that could integrate with a video management system. He noted they advised customers to inventory camera assets that may not be government owned.

Councilmember Ogorchock spoke in support of the program's outreach efforts to the School District..

Mayor Pro Tem Barbanica questioned the cost associated and the equipment needed.

Mr. Teachman commented that they charged by the footprint, and the Chief could come back to Council with a proposal based on the size of the coverage area, data, and available revenue for the project. He noted costs was not based on the number of sensors.

The City Council spoke in support of the ShotSpotter Technology and directed staff to bring back a proposal for implementation.

Mike Katz-Lacabe, Director of Research for the Center of Human Rights and Privacy, urged Council to review independent assessments of the usefulness and effectiveness of ShotSpotter. He stated he had submitted written comments outlining his concerns with the program and he urged Council to consider alternatives that addressed the cause of gun violence.

Public comment submitted in writing was entered into the record from the following individual: I.M. Phedupp.

## **9. DISCUSSION OF PROPOSALS TO INCREASE STREET SWEEPING SERVICES UTILIZING CURRENT SERVICE PROVIDER OR TO BRING STREET SWEEPING SERVICES IN-HOUSE**

Director of Public Works/City Engineer Samuelson presented the staff report dated October 11, 2022, recommending the City Council take the following actions: Discuss and provide direction to staff regarding potentially increasing Street Sweeping Services utilizing the City's existing service provider, Delta Diablo, or bringing services in-house. Provide direction to staff on a funding source for extra street sweeping services.

Melissa Case opposed street sweeping signs and fines. She reported that she polled her community and most of those contacted wanted more street sweeping on James Donlon Blvd, but a majority did not want increased services on residential streets.

Patricia Granados spoke in support of street sweeping services and against encampment sweeps.

Councilmember Torres-Walker thanked Director of Public Works/City Engineer Samuelson for the presentation. She reported many neighborhoods had abandoned vehicles and were littered. She believed parking enforcement, street sweeping and towing of abandoned vehicles should work together to address blight in the community.

In response to Councilmember Torres-Walker, Director of Public Works/City Engineer Samuelson explained Antioch did not have a street sweeping policy so the only way to restrict street parking on sweeping days was to install signage. He assumed that some signs had already been installed because of a request from the community.

Councilmember Torres-Walker reported blighted vehicles continued to be an issue in areas with street sweeping signage due to the lack of parking enforcement. She stated the City could increase the frequency of street sweeping; however, without coordinating with parking enforcement and towing there would be no way to measure results.

Director of Public Works/City Engineer Samuelson stated the contractor could provide the tonnage of trashed picked up from the Street Sweeper. Regarding the issues related to abandoned vehicles, he noted they could coordinate with APD who managed those contracts.

Councilmember Torres-Walker thanked Director of Public Works/City Engineer Samuelson for the work he performed on behalf of the City.

Councilmember Wilson reported she had received emails from the community, and most were happy with the current street sweeping program.

In response to Councilmember Wilson, Director of Public Works/City Engineer Samuelson stated they relied on the experience of the current contractor to inform the City of areas that needed improvement. He explained it would be possible to have some areas of the City with different frequency; however, all residents would pay the same rate.

Councilmember Ogorchock thanked Director of Public Works/City Engineer Samuelson for the presentation. She noted the goal of street sweeping was to pick up sentiment off the roadway. She reported in the past, a representative from the contractor would inform residents of the street sweeping schedule. She stated if Council wanted to increase frequency, it would be a Prop 218, so property owners could decide if they wanted to increase taxes to cover the costs.

In response to Mayor Pro Tem Barbanica, Director of Public Works/City Engineer Samuelson stated the City could improve street sweeping without increasing the frequency and raising property taxes. He noted it was up to Council to determine if increasing frequency was worth the investment.

Council directed staff to bring back a staff report that provided a comparison of cost and services for the current and proposed street sweeping programs.

Councilmember Torres-Walker reiterated that the issue also involved parking enforcement. She suggested APD and Public Works work together to coordinate services and provide public education.

## **PUBLIC COMMENT**

Erika Raulston discussed racist behavior and noted the case against Mayor Thorpe was civil.



Frank Sterling spoke in support of the Veteran's Memorial Park project and suggested Winter Soldiers, and Veteran's for Peace be recognized. He announced he would be honoring his cousin Timothy Charles Lee on November 2, 2022.

**STAFF COMMUNICATIONS – None**

**COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS**

Councilmember Torres-Walker announced a Peace Walk hosted by Grace Arms would take place on October 15, 2022. She addressed a member of the community and stated she looked forward to continuing to work together to support each other.

Mayor Pro Tem Barbanica announced that the regularly scheduled Council meeting on Election Day, November 8, 2022, would be held on November 15, 2022. He stated he was calling for a Special meeting at 7:00 P.M. on October 13, 2022, to consider the censure of Mayor Thorpe.

Following discussion, Councilmembers Wilson and Ogorchock stated they would be available for the Special meeting on October 18, 2022.

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council members present unanimously adjourned the meeting at 10:55 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk



## CITY COUNCIL MEETING

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

**October 25, 2022**  
**Council Chambers**

### **6:30 P.M. - CLOSED SESSION**

Mayor Thorpe called Closed Session to order at 6:30 P.M., and City Clerk Householder called the roll.

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

### **PUBLIC COMMENTS – None**

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Lenore McCall v. City of Antioch, et al., Contra Costa County Superior Court, Case No. MSC21-00862.
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 Employee Association.
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): Two Cases.
4. **A. PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957(b)(1).  
**B. CONFERENCE WITH LABOR NEGOTIATORS.** This closed session is authorized pursuant to Government Code section 54957.6. City designated representatives: Human Resources Director Ana Cortez and City Attorney Thomas Lloyd Smith. Employee Organization: Unrepresented Employee – City Manager.
5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to Government Code section 54957(b)(1).

### **ADJOURN TO CLOSED SESSION**

Mayor Thorpe adjourned to Closed Session at 6:32 P.M.

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

Mayor Thorpe called the meeting to order at 7:06 P.M., and City Clerk Householder called the roll.

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

## **PLEDGE OF ALLEGIANCE**

Mayor Thorpe led the Pledge of Allegiance.

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

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, Council unanimously approved a case settlement in the amount of \$29,000, **#2 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action, **#3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, no reportable action, **#4 A. PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER**, no reportable action, **#4 B. CONFERENCE WITH LABOR NEGOTIATORS**; no reportable action: and, **#5 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY**, direction provided to City Attorney.

**ON MOTION BY MAYOR THORPE, SECONDED BY COUNCILMEMBER OGORCHOCK, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED MAYOR'S COMMENTS TO BE HEARD AS THE NEXT ORDER OF BUSINESS.**

## **MAYOR'S COMMENTS**

Mayor Thorpe presented a certificate of recognition to Maybell Turner, Centennial Birthday – Celebration of Life, 100 years.

Ms. Turner's family thanked the City Council for the recognition and stated they were honored and blessed to have a mother with them for 100 years. They recognized the Bedford Center and Councilmember Ogorchock for providing their mom with activities.

## **1. PROCLAMATION**

*25th Anniversary of the Antioch Veteran's Memorial, Veteran's Day, November 11, 2022*

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

Mayor Thorpe announced he would present the proclamation at the City's Veteran's Day celebration.

## **2.01 ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

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

- Fall-O-Ween – October 27 & 28, 2022
- Rivertown Trunk or Treat Kid's Fest – October 29, 2022
- Dia de los Muertos – November 1, 2022
- Antioch Veterans Day Celebration and Parade – November 11, 2022

Director of Public Safety and Community Resources Johnson introduced Sarah Morgan who announced Trunk or Treat hosted by the Antioch Council of Teens in conjunction with the Antioch Police Department would be held on October 29, 2022, at Delta Bowl. She noted they were seeking volunteers for the event.

Frank Sterling announced a Memorial Walk for Timothy Charles Lee would be held at 4:00 P.M. on November 2, 2022, at the Rainbow Community Center.

## **2.02 ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

City Clerk Householder announced the following Board and Commission openings.

- Sales Tax Citizens' Oversight Committee

For more information and to apply, visit the City's website.

## **PUBLIC COMMENTS**

Mike Hurd thanked the City Council, VFW and Veteran's Committee for the Veteran's Banner and Legacy programs. He recognized Jack Hannigan's personal accomplishments and military service. He announced his mother would be turning 100 years old on November 20, 2022, and she was the oldest City of Antioch retiree receiving a pension.

Kathryn Wade discussed her son's interactions with the Antioch Police Department and requested she be provided all reports regarding these incidents. She stated she believed Antioch Police Officers were overpaid.

J.R. Wilson, Delta Veterans Group, announced they had launched the Legacy Banner Program for military personnel who had sacrificed their lives or were POW and MIAs. He read stories from gold star families.

Sandra Talbert discussed an incident involving her son and the Pittsburg Police Department and yielded her remaining speaker time to Ms. Wade.

Kathryn Wade displayed copies of her complaints and her son's medical reports. She stated she wanted to understand what had occurred.

Johnny Walker yielded his speaker time to Ms. Wade.

Kathryn Wade reviewed her complaints and requested justice for her son.

Carolyn Simmons spoke in support of Kathryn Wade and Sandra Talbert. She suggested training Antioch Police Officers to handle the City's diverse population.

Stephany Morris, Antioch resident, discussed an incident involving her grandson and the Antioch Police Department. She reported she provided thumb drives to several city officials regarding this case, and they had not responded.

Ronn reported that as a bartender he had served several drinks to an elected official, and he believed he had more than one drink when he was pulled over for a DUI.

Jayden Rieger, David Amezcua, Melissa Case, Antioch resident, Elizabeth Rieger, Hailey Rieger, Michele Kuslits, Chuck Kuslits, Jason Young, Laura Young, Logan Amezcua, Lindsey Amezcua, Sandy Hartrick, Antioch resident, Tom Hartrick, Jenna Wesehagen, Phillip Lubina and Alicia Taylor, yielded their speaker time to Sophia Amezcua, Dozier Libby Medical High School, who read an investigative report regarding allegations of sexual harassment against an elected official.

Councilmember Torres-Walker left the meeting at 7:57 P.M. and returned at 8:02 P.M.

Edgar Martinez expressed concern regarding insufficient lighting in the 18<sup>th</sup> Street corridor and suggested the City improve lighting throughout Antioch. He questioned how the Rent Stabilization Ordinance would be measured for success. He requested the City conduct rental inspections and provide access to legal services. He suggested Council conduct quarterly community forums for their districts.

Andrew Becker reported the ribbon cutting ceremony for a Project Homekey Transitional Housing Project in Rohnert Park was held on October 23, 2022 and he provided a timeline for the project. He discussed the passing of unhoused resident Daniel Zaragoza, and he thanked the Antioch Police Department who responded, for their professionalism. He announced a candlelight vigil for Leslie Beck would be held on October 26, 2022. He asked Council to support Project Homekey.

Diane Gibson Gray requested Mayor Thorpe resign. She expressed concern that action by the City Council to censure Mayor Thorpe had failed to move forward. She urged residents to be mindful of who they supported for City Council.

Mayor Thorpe declared a recess at 8:35 P.M. The meeting reconvened at 8:39 P.M. with all Councilmembers present.

Nisha Toor submitted a letter signed by the tenants at the Delta Fair Shopping Center expressing concern regarding the lack of security and maintenance as well as pest control issues on the property. She requested the City assist them in addressing their concerns.

Frank Sterling discussed a report in the Mercury News and an incident he was involved in with the Antioch Police Department.

Public comments submitted in writing were entered into the record from the following individuals: Kevin Roldan, Antioch resident, Holly Holbrook and Dominique Hall.

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

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

Mayor Thorpe reported on his attendance at the Tri Delta Conference and Contra Costa Transportation Authority meeting.

### **3. PRESENTATIONS**

#### **01. YOUTH SERVICES SUMMER 2022 ACCOMPLISHMENTS**

Director of Public Safety and Community Resources Johnson presented a video of the Youth Services Summer 2022 Accomplishments and introduced Chris Mariner, Morelia Gil-Cubillo, Siran Kuppanda and LaBaxx Olivia Bradley who discussed their participation in the Resource Recovery Youth Ambassador Program and the Antioch Council of Teens.

Youth Services Network Manager Cabral gave a brief overview of Youth Services.

Director of Public Safety and Community Resources Johnson recognized the youth who presented this evening.

Mayor Thorpe thanked the youth for the presentation.

#### **02. PARKS AND RECREATION 2022 PROGRAMS UPDATE**

Director of Parks and Recreation Helfenberger gave a 2022 Parks and Recreation Programs Update. He recognized the Parks and Recreation Department for their dedication to the community.

Mayor Thorpe encouraged Director of Parks and Recreation Helfenberger to continue the great work.

### **4. CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 13, 2022**
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR SEPTEMBER 27, 2022**
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 11, 2022**
- D. APPROVAL OF COUNCIL WARRANTS**
- E. APPROVAL OF TREASURER'S REPORT FOR AUGUST 2022**

- F. **RESOLUTION NO. 2022/182 AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**
- G. **RESOLUTION NO. 2022/183 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE CITY HALL OFFICE MODIFICATIONS (P.W. 247-S)**
- H. **RESOLUTION NO. 2022/184 SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH TESTING ENGINEERS, INC. FOR "AS NEEDED" MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**
- I. **RESOLUTION NO. 2022/185 MEMORANDUM OF UNDERSTANDING (MOU) REGARDING CONTRA COSTA FERRY SERVICE EXPANSION**
- J. **RESOLUTION NO. 2022/186 APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) AND ACKNOWLEDGE THE INTERIM CITY MANAGER AND ANTIOCH POLICE SWORN ASSOCIATION REPRESENTATIVES' EXECUTION OF THE MOU**

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

**ITEM F** – Edgar Martinez encouraged the City to continue with zoom meetings and begin streaming Council meetings live on YouTube. He encouraged Council not to be distracted during meetings.

Melissa Case spoke in support of streaming Council meetings on Facebook live. She opposed the resolution because she believed AB361 had been misused by elected officials.

Councilmember Barbanica stated this item failed to pass at the last Council meeting and City Attorney Smith made it clear that it would not continue after that point. He questioned how the item was placed back on the agenda following its expiration.

City Attorney Smith stated AB361 was on the agenda for consideration; however, it was not active. He noted zoom was provided this evening to allow public access. He explained that AB361 streamlined the process for Council if they were to participate from a remote location. He noted it also provided an option for someone with COVID who would be unable to participate in person. He reported in January there would be permanent legislative change to provide for additional flexibility. He noted if approved today Council would be back under AB361 regulations.

Mayor Thorpe reported staff asked for this item to be brought back and he approved placing it on the agenda. He reiterated that AB361 created flexibility for Council to participate from remote locations and explained that he had done so at the last Council meeting to vote on Rent Stabilization because it was an important issue.

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

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

**ITEM I** – Andrew Becker expressed concern that the City had indicated ferry service to Antioch would provide a mass transit opportunity. He questioned how residents in south Antioch would access parking and ferry service downtown.

On motion by Councilmember Ogorchock, seconded by Mayor Thorpe the City Council unanimously approved item I.

**ON MOTION BY COUNCILMEMBER WILSON, SECONDED BY COUNCILMEMBER BARBANICA, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEM #8 TO BE HEARD AS THE NEXT ORDER OF BUSINESS.**

#### **COUNCIL REGULAR AGENDA**

#### **8. PARKS AND RECREATION COMMISSION APPOINTMENTS FOR ONE (1) VACANCY EXPIRING MARCH 2024 AND ONE (1) VACANCY EXPIRING APRIL 2026**

City Clerk Householder announced Jacob Piocos-Pedrotti had been nominated to the full-term vacancy expiring March 2024.

Jacob Piocos-Pedrotti introduced himself and City Clerk Householder read his biography.

#### **RESOLUTION NO. 2022/187**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously appointed by resolution Jacob Piocos-Pedrotti to fill (1) one full-term vacancy on the Parks and Recreation Commission expiring March 2024.

City Clerk Householder administered the Oath of Office to Jacob Piocos-Pedrotti.

City Clerk Householder announced Leslie Eubanks had been nominated to the full-term vacancy expiring April 2026 and read her biography.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously appointed by resolution Leslie Eubanks to the full-term vacancy on the Parks and Recreation Commission expiring April 2026.

City Clerk Householder administered the Oath of Office to Leslie Eubanks.

#### **PUBLIC HEARING**

Councilmember Barbanica recused himself and left the dais prior to Public Hearing item #5.

**5. BUCHANAN CROSSINGS PARCEL 7 REZONE (Z-22-05)**

Senior Planner Merideth presented the staff report dated October 25, 2022, recommending the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Buchanan Crossings Parcel 7 to include the Commercial Infill Housing (CIH) Overlay District.

Mayor Thorpe opened the public hearing.

Andrew Becker, Opponent, stated the City should focus on affordable housing, inclusionary housing and in lieu fee policies prior to rezoning properties to include Commercial Infill Housing.

Mayor Thorpe closed the public hearing.

In response to Councilmember Wilson, Director of Community Development Ebbs confirmed that the City did not have an inclusionary housing ordinance. He noted Council had the ability to take a different direction to visit those subjects.

A motion by Councilmember Ogorchock to introduce, waive the first reading, and read by title only the ordinance rezoning Buchanan Crossings Parcel 7 to include the Commercial Infill Housing (CIH) Overlay District failed for the lack of a second.

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council tabled Public Hearing Item #5 with direction to staff to bring back information on inclusionary housing policy and in-lieu fees. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock

Councilmember Barbanica returned to the dais.

**6. LAKEVIEW CENTER PARCEL 5 REZONE (Z-22-06)**

Senior Planner Merideth presented the staff report dated October 25, 2022, recommending the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Lakeview Center Parcel 5 to include the Commercial Infill Housing (CIH) Overlay District.

Mayor Thorpe opened the public hearing.

Andrew Becker, Opponent, reiterated previous concerns related to rezoning properties to include Commercial Infill Housing prior to adopting inclusionary housing policies.

Mayor Thorpe closed the public hearing.



On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council tabled Public Hearing Item #6 with direction to staff to bring back information on inclusionary housing policy and in-lieu fees. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

**7. TRAVIS CREDIT UNION AT 3500 HILLCREST AVENUE (PD-22-03, UP-22-08, AR-22-07)**

Senior Planner Scudero presented the staff report dated October 25, 2022, recommending the City Council take the following actions: 1) Zoning Map Amendment. Introduce by title only and waive further reading of the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-22-03). 2) Final Development Plan. Adopt the resolution approving a Final Development Plan, Use Permit and Design Review, subject to conditions of approval (PD-22-03, UP-22-08 AR-22-07).

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

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously introduced by title only and waived further reading of the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-22-03).

**RESOLUTION NO. 2022/188**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously adopted the resolution approving a Final Development Plan, Use Permit and Design Review, subject to conditions of approval (PD-22-03, UP-22-08 AR-22-07).

**ON MOTION BY COUNCILMEMBER TORRES-WALKER, SECONDED BY COUNCILMEMBER BARBANICA, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEM #10 TO BE HEARD AS THE NEXT ORDER OF BUSINESS.**

**COUNCIL REGULAR AGENDA – Continued**

**10. REQUEST FOR QUALIFICATIONS (RFQ) NO. 030722 – NON-POLICE COMMUNITY CRISIS INTERVENTION RESPONSE PROVIDER FOR LOW LEVEL 911 CALLS AND RESOLUTION TO SELECT THE FELTON INSTITUTE TO DELIVER THE CITY’S “CRISIS ANTIOCH RESPONSE TEAM (CART)” PILOT PROGRAM**

Interim City Manager Johnson presented the staff report dated October 25, 2022, recommending the City Council adopt the resolution that selects the Felton Institute to provide Non-Police Community Crisis Intervention Services.

Al Gilbert, Felton Institute, gave a brief overview of their services and the Crisis Antioch Response Team (CART) Pilot Program for Antioch.

Devin Williams, Harry Thurston, Antioch resident, Gigi Crowder, NAMI Contra Costa, Antioch resident, Cassandra Quinto Collins, Robert Collins, Frank Sterling, Patricia Granados, Edgar M, Diana Collins Puente, Jennifer Rakowski, Sara, Juan Carlos and Christina Ortega spoke in support of adopting the resolution selecting Felton Institute to provide Non-Police Community Crisis Intervention Services.

Public comment submitted in writing was entered into the record from the following individual:  
Jamie Andan

In response to Councilmember Barbanica, Interim City Manager Johnson explained that Interim Police Chief Ford had been part of the process.

Councilmember Wilson thanked the Felton Group for the presentation and spoke in support of the program. She reported that she had observed a similar program in Portland, Oregon. She suggested naming the program after Angelo Quinto.

Councilmember Torres-Walker thanked Felton Group for choosing to come to Antioch. She noted this program came forward in response to the loss of Angelo Quinto. She further noted the program needed to be effective, well resourced, and sustainable.

Mayor Thorpe reported he met with many Antioch Police Officers who were in support of this program. He apologized to the Quinto Family for comments made about them. He noted this program would complement services Council had approved to address the unhoused.

Councilmember Barbanica reported the Antioch Police Department had been cleared of any wrongdoing with regards to the Quinto case and noted with that said, he would support renaming the program after Angelo Quinto.

**RESOLUTION NO. 2022/189**

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock the City Council unanimously adopted the resolution that selected the Felton Institute to provide Non-Police Community Crisis Intervention Services, naming the program "Angelo Quinto Crisis Response Team".

Councilmember Ogorchock questioned if Agenda Item #9 should be tabled since Council had not discussed Closed Session Item #4A.

Mayor Thorpe stated the item was placed on the Closed Session Agenda in case there were questions related to the contract and was done so as a courtesy.

**9. APPOINTMENT OF CORNELIUS H. JOHNSON AS CITY MANAGER AND APPROVAL OF AN EMPLOYMENT AGREEMENT WITH CORNELIUS H. JOHNSON FOR CITY MANAGER SERVICES**

Director of Human Resources Cortez presented the staff report dated October 25, 2022, recommending the City Council approve the Agreement appointing Cornelius H. Johnson as City Manager for a term of \_\_\_\_ years with an annual salary of \$\_\_\_\_ (Salary Schedule Step \_\_\_\_ ) and authorizing the Mayor to sign the Agreement in a form approved the City Attorney.

Willie Mims, Pittsburg resident, Gigi Crowder, Kathryn Wade, Frank Sterling and Patricia Granados spoke in support of appointing Interim City Manager Johnson as permanent City Manager.

Dr. Jeffrey Klinger, Antioch resident, Diane Gibson-Gray and Johnny Walker spoke in opposition to appointing Interim City Manager Johnson and permanent City Manager. Some suggested the City table this item and hire a professional agency to provide a list of the best qualified candidates.

Mayor Thorpe recommended the term of the contract be two (2) years.

Councilmember Ogorchock speaking to the following motion, requested a substitute motion to open the process for applicants to apply for the City Manager position.

Mayor Thorpe explained that there could be a substitute motion to postpone or deny.

City Attorney Smith added that if the following motion failed, then Council could discuss whether to bring another item to Council for consideration.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson, the City Council approved the Agreement appointing Cornelius H. Johnson as City Manager for a term of two (2) years with an annual salary of \$266,400 (Salary Schedule Step C) and authorized the Mayor to sign the Agreement in a form approved by the City Attorney. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock, Barbanica

**PUBLIC COMMENT**

Melissa Case expressed concern regarding an elected official's attendance record at Council meetings.

Johnny Walker expressed concern that his request to speak during Public Comment at the end of a previous meeting was denied; however, others had been allowed to speak twice at previous meetings. He stated he had sent inquiries regarding this matter which had gone unanswered. He expressed concern regarding the conduct of elected officials and staff and suggested asking the State for assistance.

Frank Sterling thanked City Clerk Householder for allowing him to speak again this evening regarding his concerns related to the Antioch Police Department.

Lacey Brown acknowledged the City's selection of the Felton Institute and the life of Malad Baldwin. She stated she hoped no one experienced grief caused by law enforcement.

**STAFF COMMUNICATIONS – None**

**COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS**

Councilmember Torres-Walker thanked Mayor Thorpe and the public for their comments. She discussed efforts to stop a physical altercation against an elected official. She also discussed her efforts to address the needs of Antioch residents and racist behavior from individuals in the community. She recognized Angelo Quinto's family members. She stated that she hoped the City was prepared to move forward and provide for residents.

City Clerk Householder announced the regularly scheduled Council meeting on Election Day November 8, 2022, would be held on November 15, 2022, and City Council would adjourn to a Regular Meeting on November 15, 2022.

Mayor Thorpe wished all candidates good luck in the upcoming election.

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 11:40 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 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 November 15, 2022

---

### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Council Special Meeting Minutes of November 15, 2022, to the next meeting.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

**100 General Fund**

**Non Departmental**

00403075	BLUE STAR HEATING AND AIR	REFUND SMIP FEE	2.30
00403078	BRIGHT PLANET SOLAR	REFUND CBSC FEE	3.75
00403079	EMPLOYEE	PREMIUM REFUND	283.75
00403092	CONTRA COSTA COUNTY	L1107788/14-2772 P COLLEY	50.00
00403094	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE	419,604.00
00403095	CONTRA COSTA WATER DISTRICT	TREATED WATER FEE	81,860.74
00403104	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	1,640,967.00
00403106	EMPOWER SOLAR INC	REFUND SMIP FEE	6.29
00403126	LIFE INSURANCE COMPANY	PAYROLL	4,282.86
00403132	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,058.74
00403136	EMPLOYEE	CHECK REPLACEMENT	370.55
00403140	PARS	PAYROLL	5,104.50
00403145	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	5,617.50
00403154	STATE OF CALIFORNIA	PAYROLL	75.00
00403155	STATE OF CALIFORNIA	PAYROLL	50.00
00403156	STATE OF CALIFORNIA	PAYROLL	184.54
00403164	US DEPARTMENT OF THE TREASURY	PAYROLL	435.00
00403204	EMPLOYEE	PREMIUM REFUND	113.50
00403234	DIVISION OF STATE ARCHITECT	3RD QTR 2022	884.40
00403264	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	1,265.00
00403277	NETFILE	ANNUAL SUBSCRIPTION	3,333.34
00403288	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	2,432.50
00403308	UNITED STATES POSTAL SERVICE	PO BOX RENTAL	395.06
00403346	BUROOS, ZENAIDA	PERMIT REFUND	3.16
00403374	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00403403	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00403412	LIFE INSURANCE COMPANY	PAYROLL	4,283.26
00403423	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,068.54
00403424	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,029.95
00403430	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	3,685.00
00403433	PARS	PAYROLL	4,130.01
00403452	STATE OF CALIFORNIA	PAYROLL	50.00
00403453	STATE OF CALIFORNIA	PAYROLL	215.34
00403454	STATE OF CALIFORNIA	PAYROLL	75.00
00403465	US DEPARTMENT OF THE TREASURY	PAYROLL	435.00
00403473	AFLAC	INSURANCE PREMIUM	4,512.14
00403496	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,464.92
00403498	CALIFORNIA BUILDING COMMISSION	CBSC FEES	2,650.50
00403502	COLONIAL LIFE	PREMIUM PAYMENT	597.98
00403505	DELTA DENTAL	COBRA INSURANCE PREMIUM	41,472.20
00403507	DEPT OF CONSERVATION	SMI FEES	7,463.08
00403522	IPERMIT	REFUND CBSC FEE	3.64
00403540	EMPLOYEE	CHECK REPLACEMENT	73.69
00403541	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	21,215.38
00403596	CALPRO ROOFING	REFUND SMIP FEE	0.50
00403607	CONTRA COSTA COUNTY	PAYROLL	50.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403618	EMPOWER SOLAR INC	REFUND SMIP FEE	6.05
00403640	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	302.50
00403642	LIFE INSURANCE COMPANY	PAYROLL	4,305.05
00403653	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,089.32
00403662	PARS	PAYROLL	5,004.46
00403680	STATE OF CALIFORNIA	PAYROLL	227.66
00403681	STATE OF CALIFORNIA	PAYROLL	75.00
00403682	STATE OF CALIFORNIA	PAYROLL	50.00
00403692	US DEPARTMENT OF THE TREASURY	PAYROLL	435.00
00403697	EMPLOYEE	CHECK REPLACEMENT	398.53
00943788	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	40,682.79
00943791	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,034.49
00943792	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,698.27
00943810	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	660.00
00943811	ANTIOCH POLICE OFFICERS ASSOC.	PAYROLL	21,582.05
00943812	ANTIOCH PUBLIC WORKS ASSOC.	PAYROLL	2,170.00
00943926	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	40,882.51
00943980	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,250.59
00943999	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,140.49
00944023	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	40,983.12
00944028	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,538.33
00944029	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,220.38
<b>City Council</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	178.89
00403067	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,718.80
00403468	VERIZON WIRELESS	CELL PHONES	206.72
00403491	BAGEL STREET CAFE	CLOSED SESSION MEAL	147.74
00403555	VERIZON WIRELESS	DATA USAGE	103.20
00403586	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	572.35
00403658	OGORCHOCK, LORI ANN	EXPENSE REIMBURSEMENT	201.09
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	476.35
<b>City Attorney</b>			
00403195	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,071.03
00403200	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	11,781.12
00403215	CALIF, STATE OF	USE TAX REMITTANCE	4.75
00403252	HANSON BRIDGETT LLP	LEGAL SERVICES	23,273.76
00403264	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	2,035.00
00403265	LEONE AND ALBERTS	LEGAL SERVICES	690.90
00403267	LEXISNEXIS	SUBSCRIPTION SERVICE	236.00
00403298	SHRED IT INC	SHRED SERVICES	124.01
00403302	TELECOM LAW FIRM PC	LEGAL SERVICES	2,700.00
00403303	TELECOM LAW FIRM PC	LEGAL SERVICES	810.00
00403468	VERIZON WIRELESS	CELL PHONES	103.36
00403513	FFDFX	SHIPPING	38.09
00403555	VERIZON WIRELESS	DATA USAGE	51.60
00403578	ATKINSON ANDELSON LOYA RUUD	LEGAL SERVICES	18,609.00
00403581	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,095.55
00403591	BERTRAND FOX & ELLIOT	LEGAL SERVICES	1,376.00



CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403592	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	312.00
00403606	CONTINUING EDUCATION OF THE BAR	CEB LAND USE UPDATE	397.10
00403632	JACKSON LEWIS PC	LEGAL SERVICES	7,014.00
00403640	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	1,127.50
00403641	LEONE AND ALBERTS	LEGAL SERVICES	838.95
00403650	MEYERS NAVE	LEGAL SERVICES	76,374.56
00403657	OFFICE DEPOT INC	SUPPLIES	70.18
00403677	SHRED IT INC	SHRED SERVICES	103.92
00403684	TELECOM LAW FIRM PC	LEGAL SERVICES	1,308.00
00943780	CANON FINANCIAL SERVICES	LEASE PAYMENT	165.22
00944019	COMPUTERLAND	SUPPLIES	54.75
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	190.54
<b>City Manager</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	350.04
00403067	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	952.39
00403134	OFFICE DEPOT INC	SUPPLIES	19.72
00403145	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	1,268.60
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	8.68
00403184	ANTIOCH HISTORICAL SOCIETY	PROFESSIONAL SERVICES	9,644.57
00403242	FEDEX	SHIPPING	116.70
00403246	FOCUS STRATEGIES	CONSULTING SERVICES	9,371.25
00403292	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	160.39
00403313	VOLER STRATEGIC ADVISORS INC	CONSULTING SERVICES	8,000.00
00403468	VERIZON WIRELESS	CELL PHONES	302.74
00403503	COSTCO	SUPPLIES	1,093.28
00403531	OFFICE DEPOT INC	SUPPLIES	23.14
00403555	VERIZON WIRELESS	DATA USAGE	151.13
00403582	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	805.00
00403586	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,832.92
00403669	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	93.75
00943780	CANON FINANCIAL SERVICES	LEASE PAYMENT	165.23
<b>City Clerk</b>			
00403067	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,651.34
00403119	INTERNATIONAL CONTACT INC	INTERPRETATION SERVICE	1,310.00
00403134	OFFICE DEPOT INC	SUPPLIES	61.16
00403161	TOTAL RECALL CAPTIONING	PROFESSIONAL SERVICES	3,924.37
00403215	CALIF, STATE OF	USE TAX REMITTANCE	19.07
00403233	DELIA COLORADO	INTERPRETATION SERVICES	300.00
00403259	INTERNATIONAL CONTACT INC	INTERPRETATION SERVICES	750.00
00403270	MAUREEN KANE AND ASSOCIATES INC	PROFESSIONAL SERVICES	1,500.00
00403277	NETFILE	ANNUAL SUBSCRIPTION	6,666.66
00403298	SHRED IT INC	SHRED SERVICES	62.02
00403378	EIDEN, KITTY J	PROFESSIONAL SERVICES	2,000.00
00403444	SAM CLAR OFFICE FURNITURE	FURNITURE	614.00
00403657	OFFICE DEPOT INC	SUPPLIES	73.51
00403677	SHRED IT INC	SHRED SERVICES	51.97
00403695	VILLANUEVA JR, EDGAR ORTEGA	EXPENSE REIMBURSEMENT	500.00
00944002	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	247.50

Finance Accounting  
Prepared by: Michele Milo  
11/10/22

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	381.08
00944026	RAY MORGAN COMPANY	COPIER LEASE	795.69
<b>City Treasurer</b>			
00403128	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	485.46
00403644	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	489.17
00403665	PFM ASSET MANAGEMENT LLC	PROFESSIONAL SERVICES	11,013.50
00943934	PFM ASSET MANAGEMENT LLC	CONSULTING SERVICES	11,013.50
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
<b>Human Resources</b>			
00403067	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,375.00
00403193	AUSK, CHINH B	EXPENSE REIMBURSEMENTS	1,091.66
00403197	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,401.72
00403286	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	14.99
00403298	SHRED IT INC	SHRED SERVICES	124.00
00403365	CORTEZ, ANA E	EXPENSE REIMBURSEMENT	1,652.18
00403429	OFFICE DEPOT INC	SUPPLIES	125.43
00403505	DELTA DENTAL	INSURANCE PREMIUM	120.94
00403528	MUNICIPAL POOLING AUTHORITY	PROFESSIONAL SERVICES	909.66
00403531	OFFICE DEPOT INC	SUPPLIES	531.12
00403538	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	111.45
00403586	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,375.00
00403587	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,345.70
00403590	BARRY ANINAG INVESTIGATIONS LLC	PROFESSIONAL SERVICES	3,486.00
00403617	EMPLOYEE	RETIREMENT GIFT	300.00
00403668	EMPLOYEE	RETIREMENT GIFT	250.00
00403677	SHRED IT INC	SHRED SERVICES	103.91
00403700	WILLIAM AVERY AND ASSOCIATES	PROFESSIONAL SERVICES	5,500.00
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
00944026	RAY MORGAN COMPANY	COPIER LEASE	1,084.52
<b>Economic Development</b>			
00403366	CRESSNER ASSOCIATES INC	PROFESSIONAL SERVICES	9,000.00
00403400	HINDERLITER DE LLAMAS AND ASSOC.	PROFESSIONAL SERVICES	5,000.00
00403427	NATELSON DALE GROUP INC, THE	PROFESSIONAL SERVICES	6,320.00
00403468	VERIZON WIRELESS	CELL PHONES	103.36
00403555	VERIZON WIRELESS	DATA USAGE	51.60
00403589	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,576.53
00403600	CLEAR CHANNEL OUTDOOR LLC	ADVERTISING SERVICE	17,547.75
00403609	CONWAY DATA INC	ADVERTISING SERVICE	5,700.00
00403655	NORTHWEST MEDIA PARTNERS LLC	ADVERTISING SERVICES	717.80
00403674	SAN FRANCISCO BUSINESS TIMES	ADVERTISING SERVICES	1,370.00
00943780	CANON FINANCIAL SERVICES	LEASE PAYMENT	165.22
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
<b>Finance Administration</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	161.63
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	25.50
00403657	OFFICE DEPOT INC	SUPPLIES	20.83
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
<b>Finance Accounting</b>			

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	20.63
00403291	RICHARDSON, SHELLEY RENEE	EXPENSE REIMBURSEMENT	212.96
00403298	SHRED IT INC	SHRED SERVICES	62.02
00403490	BADAWI & ASSOCIATES	AUDIT SERVICES	28,010.25
00403580	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	814.00
00403677	SHRED IT INC	SHRED SERVICES	51.97
00943973	SUPERION LLC	ASP SERVICES	19,768.13
<b>Finance Operations</b>			
00403057	ACCONTEMPS	TEMP SERVICES	1,424.40
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	38.40
00403141	PITNEY BOWES INC	SERVICE AGREEMENT	1,503.49
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	269.86
00403215	CALIF, STATE OF	USE TAX REMITTANCE	9.20
00403308	UNITED STATES POSTAL SERVICE	PO BOX RENTAL	1,184.94
00403319	ACCONTEMPS	TEMP SERVICES	3,703.44
00403429	OFFICE DEPOT INC	SUPPLIES	243.13
00403437	QUADIENT LEASING USA INC	POSTAGE	2,238.55
00403551	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00403552	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.00
00403657	OFFICE DEPOT INC	SUPPLIES	215.10
00944026	RAY MORGAN COMPANY	COPIER LEASE	435.13
<b>Non Departmental</b>			
00403432	PACIFIC CREDIT SERVICES	PROFESSIONAL SERVICES	1,437.16
00403556	WAGWORKS	ADMIN FEE	1,806.00
00403580	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	174.76
00403660	PACIFIC CREDIT SERVICES	PROFESSIONAL SERVICES	7.50
00944014	AVENU	SUTA SERVICES	4,541.22
<b>Public Works Administration</b>			
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	488.60
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00403349	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	4.90
00403372	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	2.00
00403468	VERIZON WIRELESS	CELL PHONES	38.01
00403555	VERIZON WIRELESS	DATA USAGE	38.01
00403588	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	71.88
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
00944026	RAY MORGAN COMPANY	COPIER LEASE	286.29
<b>Public Works Street Maintenance</b>			
00403110	FURBER SAW INC	SUPPLIES	21.94
00403149	SHERWIN WILLIAMS CO	SUPPLIES	211.61
00403172	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	945.07
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	416.91
00403197	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	323.88
00403228	CROWDER SUPPLY CO LLC	SUPPLIES	489.06
00403329	ANTIOCH ACE HARDWARE	SUPPLIES	113.00
00403404	INTERSTATE SALES	SUPPLIES	5,115.23
00403406	KELLY MOORE PAINT CO	SUPPLIES	46.42

Finance Accounting  
Prepared by: Michele Milo  
11/10/22

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403414	MANERI SIGN COMPANY	SIGNAGE	794.76
00403456	SUBURBAN PROPANE	SUPPLIES	386.36
00403468	VERIZON WIRELESS	CELL PHONES	179.38
00403482	ANTIOCH ACE HARDWARE	SUPPLIES	49.28
00403483	ANTIOCH BUILDING MATERIALS	SUPPLIES	21,590.70
00403510	EAST BAY WORK WEAR	UNIFORMS	3,153.97
00403547	SUBURBAN PROPANE	CHEMICALS	65.00
00403555	VERIZON WIRELESS	DATA USAGE	127.62
00403560	ZAP MANUFACTURING INC	SUPPLIES	1,781.07
00403566	AMAZON CAPITAL SERVICES INC	SUPPLIES	35.98
00403571	ANTIOCH ACE HARDWARE	SUPPLIES	31.56
00403588	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	95.86
00403630	INTERSTATE SALES	SUPPLIES	6,934.44
00403646	LOWES COMPANIES INC	SUPPLIES	426.69
00403647	MANERI SIGN COMPANY	SIGNAGE	5,124.14
00403675	SHERWIN WILLIAMS CO	SUPPLIES	429.78
00403676	SHERWIN WILLIAMS CO	SUPPLIES	115.65
00403691	URBAN RESTORATION GROUP	SUPPLIES	694.04
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	189.90
00944006	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	120.60
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	157.50
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
00944027	SITEONE LANDSCAPE SUPPLY	SUPPLIES	68.72
<b>Public Works-Signal/Street Lights</b>			
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	7,833.54
00403190	AT AND T MCI	PHONE SERVICES	673.92
00403192	AT AND T MOBILITY	PHONE SERVICES	46.23
00403271	MCCAIN INC	PROFESSIONAL SERVICES	8,000.00
00403336	AT AND T MOBILITY	PHONE SERVICES	46.23
00403362	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	18,603.13
00403363	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	44,266.59
00403370	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	24,537.87
00403489	AT AND T MCI	PHONE SERVICES	664.47
00403535	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,817.43
00403577	AT AND T MOBILITY	PHONE SERVICES	46.23
00403612	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	578.06
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,961.85
00943783	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	52,021.50
<b>Public Works-Facilities Maintenance</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	4.99
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	21,055.68
00403147	RICKIES ROOF REPAIR	PROFESSIONAL SERVICES	560.00
00403171	ABBEEY CARPET	SUPPLIES	302.54
00403190	AT AND T MCI	PHONE SERVICES	78.60
00403215	CALIF, STATE OF	USE TAX REMITTANCE	11.35
00403284	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00403299	STERICYCLE INC	SHRED SERVICES	4,707.14
00403377	EAST BAY WELDING SUPPLY	SUPPLIES	15.95

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403468	VERIZON WIRELESS	CELL PHONES	141.37
00403477	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	295.00
00403489	AT AND T MCI	PHONE SERVICES	72.93
00403496	BLUE SHIELD LIFE	INSURANCE PREMIUM	12.26
00403508	DREAM RIDE ELEVATOR	MONTHLY SERVICE	320.00
00403510	EAST BAY WORK WEAR	UNIFORMS	922.27
00403517	GENERAL PLUMBING SUPPLY	PROFESSIONAL SERVICES	6,728.04
00403535	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,088.28
00403536	PEPPER INVESTMENTS INC	PEST CONTROL	760.00
00403555	VERIZON WIRELESS	DATA USAGE	89.61
00403646	LOWES COMPANIES INC	SUPPLIES	412.50
00403648	MASSONE MECHANICAL INC	PROFESSIONAL SERVICES	1,635.15
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	13,216.75
00403672	ROBINS LOCK AND KEY	LOCK SMITH SERVICES	635.30
00943785	GRAINGER INC	SUPPLIES	118.00
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	6,067.50
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
<b>Public Works-Parks Maint</b>			
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,182.06
00403158	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	95,682.25
00403168	WATERSAVERS IRRIGATION	SUPPLIES	231.48
00403179	ALTA FENCE	PROFESSIONAL SERVICES	13,829.00
00403190	AT AND T MCI	PHONE SERVICES	133.80
00403215	CALIF, STATE OF	USE TAX REMITTANCE	230.83
00403295	ROBERTSON INDUSTRIES INC	PROFESSIONAL SERVICES	3,738.00
00403315	WATERSAVERS IRRIGATION	SUPPLIES	55.00
00403471	WATERSAVERS IRRIGATION	SUPPLIES	158.79
00403489	AT AND T MCI	PHONE SERVICES	124.35
00403504	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	931.29
00403510	EAST BAY WORK WEAR	UNIFORMS	2,239.12
00403535	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	157.07
00403543	ROBERTSON INDUSTRIES INC	PROFESSIONAL SERVICES	3,046.00
00403546	STEWARTS TREE SERVICE INC	TREE SERVICE	1,950.00
00403557	WATERSAVERS IRRIGATION	SUPPLIES	784.45
00403646	LOWES COMPANIES INC	SUPPLIES	336.15
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	993.23
00944013	SITEONE LANDSCAPE SUPPLY	SUPPLIES	412.22
<b>Public Works-Median/General Land</b>			
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	39,130.73
00403158	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	300.00
00403168	WATERSAVERS IRRIGATION	SUPPLIES	583.14
00403190	AT AND T MCI	PHONE SERVICES	406.07
00403215	CALIF, STATE OF	USE TAX REMITTANCE	75.63
00403315	WATERSAVERS IRRIGATION	SUPPLIES	205.87
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	17,762.72
00403471	WATERSAVERS IRRIGATION	SUPPLIES	2,754.72
00403489	AT AND T MCI	PHONE SERVICES	390.95
00403531	OFFICE DEPOT INC	SUPPLIES	116.04

Finance Accounting  
Prepared by: Michele Milo  
11/10/22

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403535	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	51.97
00403557	WATERSAVERS IRRIGATION	SUPPLIES	905.82
00403576	AT AND T MCI	PHONE SERVICES	79.72
00403646	LOWES COMPANIES INC	SUPPLIES	92.91
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,832.40
00403670	RECOLOGY BLOSSOM VALLEY	SUPPLIES	14,078.76
00403698	WATERSAVERS IRRIGATION	SUPPLEIS	49.66
00943790	SITEONE LANDSCAPE SUPPLY	SUPPLIES	316.63
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	421.20
00944027	SITEONE LANDSCAPE SUPPLY	SUPPLIES	8,397.93
<b>PW-Work Alternative-Strt Maint</b>			
00403619	FASTENAL CO	SUPPLIES	124.46
<b>Police Administration</b>			
00403062	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	8,619.00
00403068	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,906.85
00403070	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,593.99
00403071	BARNETT MEDICAL SERVICES INC	EVIDENCE	182.00
00403076	BLUMBERG, FREDRICK C.	EXPENSE REIMBURSEMENT	769.25
00403085	CITY OF FAIRFIELD	SWAT RANGE FEES	486.00
00403086	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	78.17
00403105	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	521.50
00403109	FEDEX	SHIPPING	30.02
00403111	GALLS LLC	UNIFORMS	1,584.97
00403112	GRAHAM RESEARCH CONSULTANTS	DEPARTMENT TRAINING	5,462.85
00403116	HAMILTON, JUSTIN MATTHEW	EXPENSE REIMBURSEMENT	373.25
00403121	JEONG, JISEOK	EXPENSE REIMBURSEMENT	705.00
00403123	KIRBY POLYGRAPH SERVICES	PROFESSIONAL SERVICES	4,200.00
00403125	LEXISNEXIS	MONTHLY SUBSCRIPTION	252.50
00403129	MILNER, BRAYTON THOMAS	MEAL ALLOWANCE	54.50
00403134	OFFICE DEPOT INC	SUPPLIES	848.52
00403142	PITNEY BOWES INC	POSTAGE METER	300.72
00403146	REACH PROJECT INC	PROFESSIONAL SERVICES	17,083.00
00403150	SHRED IT INC	SHRED SERVICES	500.43
00403153	STATE OF CALIFORNIA	PRE-EMPLOYMENT	512.00
00403186	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	3,227.50
00403196	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,611.99
00403215	CALIF, STATE OF	USE TAX REMITTANCE	16.19
00403243	FERNANDES AUTO	TOW SERVICE	1,000.00
00403257	IBS OF TRI VALLEY	SUPPLIES	273.40
00403276	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	188.76
00403280	OFFICE DEPOT INC	SUPPLIES	1,509.45
00403285	PERMANENTE MEDICAL GROUP INC.	PRE-EMPLOYMENT	4,141.00
00403286	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	15.12
00403312	VERIZON WIRELESS	CELL PHONE SERVICE	3,046.52
00403320	ADAMSON POLICE PRODUCTS	SUPPLIES	20,395.00
00403325	ALAMEDA COUNTY	TRAINING	425.00
00403345	BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	173.91
00403368	CUMULUS MEDIA NEW HOLDINGS INC	PROFESSIONAL SERVICES	1,000.00



CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403373	DIABLO VALLEY EMBOSSEING INC	SUPPLIES	1,979.89
00403408	KNOX INVESTIGATIONS	BACKGROUND INVESTIGATION	1,760.52
00403443	SAFESTORE INC	EVIDENCE STORAGE	3,231.75
00403445	SAVAGE TRAINING GROUP LLC	TRAINING	730.00
00403446	SAVE MART SUPERMARKETS	SUPPLIES	78.72
00403447	SOURCING GROUP, THE	SUPPLIES	401.49
00403451	STATE OF CALIFORNIA	PRE-EMPLOYMENT	360.00
00403462	TRANSUNION RISK	PROFESSIONAL SERVICES	118.40
00403491	BAGEL STREET CAFE	SUPPLIES	54.05
00403505	DELTA DENTAL	INSURANCE PREMIUM	120.36
00403514	FIRST NET SERVICES	CELL PHONE SERVICE	7,019.85
00403516	GALLS LLC	UNIFORMS	873.69
00403530	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	9.66
00403537	PERMANENTE MEDICAL GROUP INC.	PRE-EMPLOYMENT	844.00
00403539	PRI MANAGEMENT GROUP INC	CONSULTING SERVICES	898.24
00403574	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	1,784.25
00403597	CHALK, STEPHANIE A	PER DIEM	138.00
00403614	DONOHUE, AMANDA SUSANNE	PER DIEM	118.00
00403620	FEDEX	SHIPPING	30.27
00403623	FORD, STEVEN ALLEN	PER DIEM	177.00
00403624	FORTNER, JOHN C	PER DIEM	177.00
00403652	MOREFIELD, ANTHONY W	PER DIEM	177.00
00403657	OFFICE DEPOT INC	SUPPLIES	1,057.72
00403666	PRI MANAGEMENT GROUP INC	TRAINING	1,154.00
00943780	CANON FINANCIAL SERVICES	LATE FEE	104.52
00943786	IMAGE SALES INC	ID CARDS	96.69
00943787	MOBILE MINI LLC	EVIDENCE STORAGE	486.32
00943831	CANON FINANCIAL SERVICES	COPIER LEASE	1,835.55
00944005	COMPUTERLAND	SUPPLIES	866.03
00944015	CANON FINANCIAL SERVICES	LATE FEE	25.00
00944020	DELL COMPUTER CORP	SUPPLIES	3,489.99
00944026	RAY MORGAN COMPANY	COPIER LEASE	381.86
<b>Police Cadets</b>			
00403215	CALIF, STATE OF	USE TAX REMITTANCE	10.87
<b>Police Prisoner Custody</b>			
00403215	CALIF, STATE OF	USE TAX REMITTANCE	1.71
00403446	SAVE MART SUPERMARKETS	SUPPLIES	54.83
<b>Police Community Policing</b>			
00403098	D TAC K9 LLC	TRAINING	1,850.00
00403112	GRAHAM RESEARCH CONSULTANTS	FUEL	30.20
00403113	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	34.50
00403196	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	585.00
00403202	BHALLA SERVICES INC	CAR WASHES	741.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	33.85
00403256	HUNT AND SONS INC	FUEL	550.74
00403382	FASTSIGNS	SIGNAGE	1,142.53
00403401	HUNT AND SONS INC	FUEL	623.79
00403410	LENDERMAN, THOMAS E	EXPENSE REIMBURSEMENT	34.77

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403496	BLUE SHIELD LIFE	INSURANCE PREMIUM	40.49
00403505	DELTA DENTAL	INSURANCE PREMIUM	345.68
00403611	D TAC K9 LLC	K9 TRAINING	1,850.00
<b>Police Traffic Division</b>			
00403068	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	202.93
<b>Police Investigations</b>			
00403063	AT AND T MCI	EVIDENCE PROCESSING	550.00
00403070	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	477.94
00403082	CELLEBRITE USA INC	DIGITAL PROCESSING	2,743.75
00403091	CONTRA COSTA COUNTY	EXTRADITION	485.00
00403157	T MOBILE USA INC	CELL ANALYSIS	200.00
00403350	CALIFORNIA PEACE OFFICERS ASSOC	LEGAL UPDATE	250.00
00403364	CONTRA COSTA COUNTY	LAB SERVICES	29,845.00
00403385	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	91.37
00403446	SAVE MART SUPERMARKETS	SUPPLIES	114.42
00403459	T MOBILE USA INC	PROFESSIONAL SERVICES	25.00
00403548	T MOBILE USA INC	PROFESSIONAL SERVICES	585.00
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	190.54
<b>Police Special Operations Unit</b>			
00403102	EAN SERVICES LLC	RENTAL VEHICLE	3,052.42
00403376	EAN SERVICES LLC	TOLL CHARGE	31.90
<b>Police Communications</b>			
00403070	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,406.51
00403088	COMCAST	INTERNET SERVICES	3,216.33
00403181	AMERICAN TOWER CORPORATION	TOWER FEES	264.43
00403182	AMS DOT NET INC	PROFESSIONAL SERVICES	293.04
00403188	AT AND T	PHONE SERVICES	176.23
00403190	AT AND T MCI	PHONE SERVICES	2,019.27
00403215	CALIF, STATE OF	USE TAX REMITTANCE	32.77
00403223	COMCAST	CABLE SERVICE	145.63
00403247	GLOBALSTAR USA	SATELITE PHONE	273.75
00403283	PACIFIC TELEMAGEMENT SERVICES	PAYPHONE	78.00
00403332	AT AND T	PHONE SERVICES	60.13
00403358	COMCAST	INTERNET SERVICES	161.80
00403411	LEXISNEXIS	DATABASE	252.50
00403487	AT AND T	PHONE SERVICES	58.28
00403489	AT AND T MCI	PHONE SERVICES	2,166.50
00403601	COMCAST	INTERNET SERVICES	3,217.52
<b>Office Of Emergency Management</b>			
00403190	AT AND T MCI	PHONE SERVICES	432.54
00403489	AT AND T MCI	PHONE SERVICES	394.76
<b>Police Community Volunteers</b>			
00403446	SAVE MART SUPERMARKETS	SUPPLIES	1,000.00
<b>Police Facilities Maintenance</b>			
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	514.99
00403190	AT AND T MCI	PHONE SERVICES	257.06
00403215	CALIF, STATE OF	USE TAX REMITTANCE	170.48
00403236	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	1,985.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403280	OFFICE DEPOT INC	SUPPLIES	229.48
00403296	ROGUE FITNESS	SUPPLIES	708.99
00403326	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	2,525.00
00403477	AMERICAN PLUMBING INC	PROFESSIONAL SERVICES	1,925.00
00403489	AT AND T MCI	PHONE SERVICES	243.34
00403536	PEPPER INVESTMENTS INC	PEST CONTROL	397.00
00403646	LOWES COMPANIES INC	SUPPLIES	63.39
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	22,592.38
00943795	CLUB CARE INC	GYM MAINTENANCE	314.10
00944005	COMPUTERLAND	SUPPLIES	2,646.84
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	5,680.00
<b>Youth Network Services</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,023.59
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	450.00
00403175	AEWYNNE JASM MAGTOTO	YOUTH SERVICES STIPEND	125.00
00403187	ASPEITIA, LESLEY ELIZABETH	YOUTH SERVICES STIPEND	75.00
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	96.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	4.16
00403249	GRACE XIAO LING FUNG	YOUTH SERVICES STIPEND	75.00
00403269	MARINER, CHRISTIAN J	YOUTH SERVICES STIPEND	150.00
00403275	MORELIA YANET G CUBILLO	YOUTH SERVICES STIPEND	125.00
00403311	VELAZQUEZ, LUNA	YOUTH SERVICES STIPEND	75.00
00403344	BRIDGE BUILDERS	PROFESSIONAL SERVICES	6,250.00
00403468	VERIZON WIRELESS	CELL PHONES	103.36
00403555	VERIZON WIRELESS	DATA USAGE	51.60
00943863	DELL COMPUTER CORP	SUPPLIES	4,591.52
00944015	CANON FINANCIAL SERVICES	LATE FEE	25.00
<b>Housing and Homelessness</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	240.21
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	240.21
00403263	LAUNDERLAND	LAUNDRY SERVICES	400.00
00403673	RUDRAM LLC	HOTEL SERVICES	4,445.00
<b>Administrative Support</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,548.54
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7.00
00403130	MISSION POSSIBLE CENTER	MOVING REIMBURSEMENT	1,000.00
00403144	PRISON FROM THE INSIDE OUT INC	MOVING REIMBURSEMENT	1,000.00
00403148	RIVERTOWN JAMBOREE	MOVING REIMBURSEMENT	1,000.00
00403160	TODOS UNIDOS	MOVING REIMBURSEMENT	1,000.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	0.75
00403505	DELTA DENTAL	INSURANCE PREMIUM	120.36
00943782	COMPUTERLAND	SUPPLIES	2,609.77
00943831	CANON FINANCIAL SERVICES	COPIER LEASE	204.13
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
<b>Community Development Land Planning Services</b>			
00403064	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	977.90
00403163	URBAN PLANNING PARTNERS	CONSULTING SERVICES	16,645.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	6.29

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403240	EIDEN, KITTY J	PROFESSIONAL SERVICES	300.00
00403287	PLACEWORKS INC	PROFESSIONAL SERVICES	2,368.75
00403378	EIDEN, KITTY J	PROFESSIONAL SERVICES	225.00
00403476	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP	672.00
00403492	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	40.00
00403554	URBAN PLANNING PARTNERS	PROFESSIONAL SERVICES	23,420.00
00403628	HERSCH, ANNE L	EXPENSE REIMBURSEMENT	698.61
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,284.30
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	762.16
<b>CD Code Enforcement</b>			
00403064	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	295.83
00403080	CACEO	REGISTRATION FEE	565.00
00403093	CONTRA COSTA COUNTY	RECORDING FEES	80.00
00403097	CRYSTAL CLEAR LOGOS INC	UNIFORMS	115.85
00403165	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
00403215	CALIF, STATE OF	USE TAX REMITTANCE	1.90
00403232	DATA TICKET INC	PROFESSIONAL SERVICES	1,190.00
00403278	NEXTEL SPRINT	CELL PHONES	851.07
00403338	BADGEANDWALLET.COM	UNIFORMS	1,185.00
00403351	CAVINESS, FELICIA RENEE	EXPENSE REIMBURSEMENT	127.02
00403367	CRYSTAL CLEAR LOGOS INC	UNIFORMS	63.11
00403405	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	102.06
00403448	STAMM ENTERPRISES, LTD	MONTHLY STORAGE	255.00
00403492	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,137.56
00403497	CACEO	MEMBERSHIP DUES	372.00
00403505	DELTA DENTAL	INSURANCE PREMIUM	52.48
00403523	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	77.08
00403524	KOLOKIHAKAUFISI, SANI KI-TUNGUA	EXPENSE REIMBURSEMENT	972.25
00403559	WORK WORLD	SAFETY SHOES	121.21
00403595	CACEO	WEBINAR DUES	72.00
00403608	CONTRA COSTA COUNTY	COUNTY RECORDER	1,148.00
00403651	MICHAEL, CURTIS BERNARD	EXPENSE REIMBURSEMENT	132.16
00944005	COMPUTERLAND	SUPPLIES	432.96
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	190.54
<b>PW Engineer Land Development</b>			
00403087	COASTLAND CIVIL ENGINEERING	COASTLAND	22,320.00
00403134	OFFICE DEPOT INC	SUPPLIES	37.52
00403190	AT AND T MCI	PHONE SERVICES	51.84
00403215	CALIF, STATE OF	USE TAX REMITTANCE	9.45
00403220	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	24,702.50
00403260	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	68,622.50
00403278	NEXTEL SPRINT	CELL PHONES	523.90
00403280	OFFICE DEPOT INC	SUPPLIES	207.44
00403468	VERIZON WIRELESS	CELL PHONES	255.40
00403489	AT AND T MCI	PHONE SERVICES	48.06
00403531	OFFICE DEPOT INC	SUPPLIES	501.55
00403555	VERIZON WIRELESS	DATA USAGE	51.60
00403580	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	795.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403610	CRYSTAL CLEAR LOGOS INC	UNIFORMS	136.97
00403694	VERIZON WIRELESS	DATA USAGE	76.02
00943789	RAY MORGAN COMPANY	COPIER USAGE	442.54
00943847	COMPUTERLAND	SUPPLIES	1,186.70
00944005	COMPUTERLAND	SUPPLIES	45.24
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	857.43
00944026	RAY MORGAN COMPANY	COPIER LEASE	345.87
<b>Community Development Building Inspection</b>			
00403064	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	695.19
00403075	BLUE STAR HEATING AND AIR	PERMIT REFUND	223.86
00403078	BRIGHT PLANET SOLAR	PERMIT REFUND	256.50
00403101	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	1,125.03
00403106	EMPOWER SOLAR INC	PERMIT REFUND	258.12
00403215	CALIF, STATE OF	USE TAX REMITTANCE	4.38
00403280	OFFICE DEPOT INC	SUPPLIES	52.67
00403346	BUROOS, ZENAIDA	PERMIT REFUND	315.70
00403429	OFFICE DEPOT INC	SUPPLIES	247.33
00403522	IPERMIT	PERMIT REFUND	367.28
00403531	OFFICE DEPOT INC	SUPPLIES	321.08
00403596	CALPRO ROOFING	PERMIT REFUND	210.00
00403618	EMPOWER SOLAR INC	PERMIT REFUND	257.88
00403646	LOWES COMPANIES INC	WATER	126.60
00403657	OFFICE DEPOT INC	SUPPLIES	52.72
<b>Capital Imp. Administration</b>			
00403134	OFFICE DEPOT INC	SUPPLIES	28.78
00403199	BELLECCI AND ASSOCIATES INC	PROFESSIONAL SERVICES	12,811.06
00403278	NEXTEL SPRINT	CELL PHONES	256.29
00403468	VERIZON WIRELESS	CELL PHONES	76.02
00403694	VERIZON WIRELESS	DATA USAGE	38.01
00943784	DELL COMPUTER CORP	SUPPLIES	1,039.38
00944019	COMPUTERLAND	SUPPLIES	54.76
00944026	RAY MORGAN COMPANY	COPIER LEASE	450.58
<b>206</b>	<b>American Rescue Plan Fund</b>		
<b>Administrative Support</b>			
00403258	INDIGO HAMMOND AND PLAYLE	PROFESSIONAL SERVICES	50,953.38
<b>209</b>	<b>RMRA Fund</b>		
<b>Streets</b>			
00403341	BKF ENGINEERS INC	PROFESSIONAL SERVICES	110,626.30
<b>211</b>	<b>Delta Fair Property Fund</b>		
<b>Parks &amp; Open Space</b>			
00403379	ELITE LANDSCAPE CONSTRUCTION INC	LANDSCAPE SERVICES	76,300.00
00403441	RRM DESIGN GROUP	PROFESSIONAL SERVICES	10,266.25
<b>212</b>	<b>CDBG Fund</b>		
<b>CDBG</b>			
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
<b>213</b>	<b>Gas Tax Fund</b>		

Finance Accounting  
Prepared by: Michele Milo  
11/10/22

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

**Streets**

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	43,676.29
00403460	TANKO LIGHTING	PROFESSIONAL SERVICES	84,720.00
00403535	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	605.82
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	38,252.10

**214 Animal Services Fund**

**Animal Services**

00403069	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	703.15
00403103	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,351.05
00403117	HILLS PET NUTRITION	SUPPLIES	788.92
00403133	MWI VETERINARY SUPPLY CO	SUPPLIES	1,677.08
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	1,974.19
00403215	CALIF, STATE OF	USE TAX REMITTANCE	3.63
00403221	COGENT SOLUTIONS AND SUPPLIES	VETERINARY SUPPLIES	533.63
00403237	EAST BAY VETERINARY EMERGENCY	VETERINARY SUPPLIES	1,766.12
00403261	JA BAULCH AND ASSOCIATES	MAINTENANCE REPAIRS	1,070.70
00403305	TONY LA RUSSA'S ANIMAL RESCUE	SUPPLIES	1,615.08
00403323	AIRGAS USA LLC	SUPPLIES	417.81
00403357	COGENT SOLUTIONS AND SUPPLIES	SUPPLIES	1,020.98
00403399	HILLS PET NUTRITION	SUPPLIES	1,042.05
00403425	MWI VETERINARY SUPPLY CO	SUPPLIES	3,341.69
00403500	COGENT SOLUTIONS AND SUPPLIES	SUPPLIES	1,563.81
00403505	DELTA DENTAL	INSURANCE PREMIUM	172.84
00403549	TONY LA RUSSA'S ANIMAL RESCUE	SUPPLIES	765.00
00403604	CONCORD FEED	SUPPLIES	469.00
00403637	KOEFRAN SERVICES INC	PROFESSIONAL SERVICES	185.00
00403654	MWI VETERINARY SUPPLY CO	SUPPLIES	5,261.35
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	1,189.06
00403701	ZOETIS LLC	SUPPLIES	1,536.83
00943799	IDEXX LABORATORIES INC	SUPPLIES	1,059.25
00943800	MOBILE MINI LLC	SUPPLIES	140.69
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
00944021	IDEXX LABORATORIES INC	LAB SERVICES	1,298.26

**218 Senior Bus Fund**

**Senior Bus**

00403685	TRI DELTA TRANSIT	BUS TICKETS	5,500.00
----------	-------------------	-------------	----------

**219 Recreation Fund**

**Non Departmental**

00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,601.37
00403143	POKU, ABENA	DEPOSIT REFUND	1,000.00
00403397	HAYNES, SAMANTHA	DEPOSIT REFUND	1,000.00
00403415	MARTINEZ, NORMA LEON	DEPOSIT REFUND	500.00
00403426	NAACP	DEPOSIT REFUND	500.00
00403439	REYES, MANUEL	DEPOSIT REFUND	1,108.00
00403450	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	13,220.31
00403565	ALTERNATIVE FAMILY SERVICES INC	DEPOSIT REFUND	500.00
00403583	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	748.07
00403584	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	666.59

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403621	FELIX, PASTOR CHRISTIANA	DEPOSIT REFUND	500.00
00403696	VOLK, VALERIE	DEPOSIT REFUND	500.00
<b>Nick Rodriguez Community Cent</b>			
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	5,598.92
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	177.00
00403349	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	162.00
00403360	CONCORD GLASS INC	PROFESSIONAL SERVICES	689.00
00403372	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	80.00
00403536	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00403599	CLASSY GLASS TINTING	WINDOW REPAIR	90.00
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	2,644.10
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	500.00
00944026	RAY MORGAN COMPANY	COPIER LEASE	656.54
<b>Senior Programs</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	2,117.95
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	450.00
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	3,732.61
00403166	VILLA JR, MARY A	EXPENSE REIMBURSEMENT	49.00
00403190	AT AND T MCI	PHONE SERVICES	232.02
00403215	CALIF, STATE OF	USE TAX REMITTANCE	10.80
00403222	COLE SUPPLY CO INC	SUPPLIES	352.20
00403420	MITY LITE INC	SUPPLIES	42,530.08
00403436	POOLTABLES.COM	SUPPLIES	13,515.45
00403489	AT AND T MCI	PHONE SERVICES	216.77
00403511	ECOLAB	SUPPLIES	405.09
00403566	AMAZON CAPITAL SERVICES INC	SUPPLIES	1.00
00403568	AMERICAN STAGE TOURS	BUS TRIP FOR SENIORS	1,794.00
00403583	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,524.97
00403625	FREDDY B S	SUPPLIES	500.00
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	1,762.74
00403699	WEBSTRAURANT STORE INC, THE	SUPPLIES	2,852.53
00943784	DELL COMPUTER CORP	SUPPLIES	1,293.83
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	4.00
<b>Recreation Sports Programs</b>			
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,069.61
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,989.03
00403190	AT AND T MCI	PHONE SERVICES	26.76
00403206	CABRAL, MONSERRAT	EXPENSE REIMBURSEMENT	112.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	9.88
00403248	GONZALEZ-ALSTON, ZONIA V	PROFESSIONAL SERVICES	468.00
00403370	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	4,836.81
00403463	UNIQUE PEST CONTROL	PEST CONTROL SERVICES	200.00
00403468	VERIZON WIRELESS	CELL PHONES	117.08
00403489	AT AND T MCI	PHONE SERVICES	24.87
00403583	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,130.00
00403584	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,064.09
00403605	CONCORD SOFTBALL UMPIRES	PROFESSIONAL SERVICES	2,370.00
00403626	GONZALEZ-ALSTON, ZONIA V	PROFESSIONAL SERVICES	546.00

Finance Accounting  
Prepared by: Michele Milo  
11/10/22



CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,955.52
<b>Recreation-Comm Center</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,056.60
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	557.41
00403072	BE EXCEPTIONAL	CONTRACTOR PAYMENT	3,628.80
00403088	COMCAST	INTERNET SERVICES	50.01
00403099	DEFINITIVE SAFETY GROUP LLC	CONTRACTOR PAYMENT	162.00
00403100	DELTA KAYAK ADVENTURES	CONTRACTOR PAYMENT	144.90
00403107	ESPARZA, DAVID	PROFESSIONAL SERVICES	600.00
00403128	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	248.08
00403131	MUIR, ROXANNE	CONTRACTOR PAYMENT	648.00
00403189	AT AND T MCI	PHONE SERVICES	47.11
00403190	AT AND T MCI	PHONE SERVICES	27.75
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	467.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	20.58
00403335	AT AND T MCI	PHONE SERVICES	67.94
00403340	BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	1,819.11
00403463	UNIQUE PEST CONTROL	PEST CONTROL	200.00
00403489	AT AND T MCI	PHONE SERVICES	25.80
00403501	COLE SUPPLY CO INC	SUPPLIES	1,291.72
00403519	HOME DEPOT, THE	SUPPLIES	205.35
00403531	OFFICE DEPOT INC	SUPPLIES	41.81
00403565	ALTERNATIVE FAMILY SERVICES INC	RENTAL FEES REFUND	1,239.00
00403567	AMERICAN RED CROSS	STAFF CPR CERTIFICATES	875.00
00403573	ANTIOCH HISTORICAL SOCIETY	SUPPLIES	2,200.00
00403583	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	307.77
00403584	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,386.57
00403601	COMCAST	INTERNET SERVICES	50.01
00403615	DUGAND, KARINA	PROFESSIONAL SERVICES	567.00
00403644	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	255.02
00403646	LOWES COMPANIES INC	SUPPLIES	202.56
00403649	MAX MARTIAL ARTS LLC	PROFESSIONAL SERVICES	439.20
00403679	SPINITAR	SUPPLIES	1,799.79
00403688	UNIQUE PEST CONTROL	MAINTENANCE CONTRACTS	200.00
00944011	LSA ASSOCIATES INC	PROFESSIONAL SERVICES	150.00
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	190.54
00944026	RAY MORGAN COMPANY	COPIER LEASE	1,021.41
<b>Recreation Water Park</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	643.09
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,484.16
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	24,762.09
00403151	SILKE COMMUNICATION	SUPPLIES	4,454.95
00403174	ADVANTASOFT INC	PROFESSIONAL SERVICES	1,605.57
00403190	AT AND T MCI	PHONE SERVICES	155.52
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	32.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	28.14
00403225	COMMERCIAL POOL SYSTEMS INC	SUPPLIES	69.14
00403327	AMERICAN RED CROSS	LIFEGUARD CERTIFICATIONS	176.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403439	REYES, MANUEL	DEPOSIT REFUND	943.00
00403489	AT AND T MCI	PHONE SERVICES	144.18
00403519	HOME DEPOT, THE	SUPPLIES	115.67
00403529	NATIONAL AQUATICS INC	MAINTENANCE SERVICES	845.00
00403536	PEPPER INVESTMENTS INC	PEST CONTROL	543.00
00403563	ADVANTASOFT INC	POINT OF SALE SERVICE	132.21
00403583	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	800.40
00403584	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,850.32
00403636	KNORR SYSTEMS INC	CHEMICALS	483.67
00403646	LOWES COMPANIES INC	SUPPLIES	587.33
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	15,731.18
00403693	US FOODS INC	SUPPLIES	652.07
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	500.00
00944026	RAY MORGAN COMPANY	COPIER LEASE	283.34
<b>221</b>	<b>Asset Forfeiture Fund</b>		
<b>Non Departmental</b>			
00403170	WOODRUFF, JAMES LAMONT	ASSET FORFEITURE	3,404.00
00403407	KNOTTS, STEVEN	ASSET FORFEITURE	677.00
<b>222</b>	<b>Measure C/J Fund</b>		
<b>Non Departmental</b>			
00403226	CONSOLIDATED ENGINEERING INC	PROFESSIONAL SERVICES	5,317.05
<b>226</b>	<b>Solid Waste Reduction Fund</b>		
<b>Solid Waste</b>			
00403173	ADAPT CONSULTING INC	SUPPLIES	788.88
00403219	CIVICWELL	PROFESSIONAL SERVICES	10,454.52
00403596	CALPRO ROOFING	WASTE REFUND FEE	35.00
<b>229</b>	<b>Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>			
00403074	BLANKINSHIP AND ASSOCIATES INC	TRAINING	3,442.50
00403177	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,040.00
00403179	ALTA FENCE	FENCE REPAIR	3,886.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	12.77
00403279	NOMAD ECOLOGY LLC	CONSULTING SERVICES	7,398.25
00403324	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	10,440.00
00403337	ATLANTIS DIVING AND SALVAGE CO	PROFESSIONAL SERVICES	3,000.00
00403496	BLUE SHIELD LIFE	INSURANCE PREMIUM	7.98
00403564	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	10,440.00
00403646	LOWES COMPANIES INC	SUPPLIES	103.22
00403664	PEPPER INVESTMENTS INC	PEST CONTROL	1,050.00
<b>Storm Drain Administration</b>			
00403588	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,262.63
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>			
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,128.70
00403190	AT AND T MCI	PHONE SERVICES	107.04
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,741.46
00403489	AT AND T MCI	PHONE SERVICES	99.48
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	872.03

Finance Accounting  
Prepared by: Michele Milo

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

**Lonetree Maintenance Zone 2**

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	881.52
00403158	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	525.00
00403190	AT AND T MCI	PHONE SERVICES	183.96
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	21,362.22
00403489	AT AND T MCI	PHONE SERVICES	170.73
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	747.39

**Lonetree Maintenance Zone 3**

00403190	AT AND T MCI	PHONE SERVICES	80.28
00403300	STEWARTS TREE SERVICE INC	TREE SERVICE	250.00
00403381	EVERDE GROWERS	SUPPLIES	652.80
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	18,325.72
00403489	AT AND T MCI	PHONE SERVICES	74.61

**Lonetree Maintenance Zone 4**

00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	6,311.42
----------	----------------------	--------------------	----------

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	366.59
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,464.74
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	400.57
00403683	STEWARTS TREE SERVICE INC	TREE SERVICE	5,200.00

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	261.70
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,726.58
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	225.67
00403670	RECOLOGY BLOSSOM VALLEY	SUPPLIES	2,346.46

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	782.73
00403158	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	525.00
00403190	AT AND T MCI	PHONE SERVICES	53.52
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	18,501.35
00403489	AT AND T MCI	PHONE SERVICES	49.74
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	647.85

**Hillcrest Maintenance Zone 2**

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	927.32
00403190	AT AND T MCI	PHONE SERVICES	187.32
00403316	WEST COVINA WHOLESALE NURSERY	SUPPLIES	666.64
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	19,280.07
00403489	AT AND T MCI	PHONE SERVICES	174.09
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	795.38

**Hillcrest Maintenance Zone 4**

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	839.61
00403190	AT AND T MCI	PHONE SERVICES	158.88
00403300	STEWARTS TREE SERVICE INC	TREE SERVICE	8,800.00
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	19,169.30
00403489	AT AND T MCI	PHONE SERVICES	147.54

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	717.93
<b>255</b>	<b>Park 1A Maintenance District Fund</b>		
	<b>Park 1A Maintenance District</b>		
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	235.52
00403190	AT AND T MCI	PHONE SERVICES	26.76
00403215	CALIF, STATE OF	USE TAX REMITTANCE	108.60
00403224	COMCAST	INTERNET SERVICES	113.80
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,180.01
00403489	AT AND T MCI	PHONE SERVICES	24.87
00403535	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	58.04
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	158.87
<b>256</b>	<b>Citywide 2A Maintenance District Fund</b>		
	<b>Citywide 2A Maintenance Zone 3</b>		
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	98.20
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,970.40
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	84.84
	<b>Citywide 2A Maintenance Zone 4</b>		
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	450.86
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,304.52
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	372.17
	<b>Citywide 2A Maintenance Zone 5</b>		
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	588.38
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,762.84
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	916.83
	<b>Citywide 2A Maintenance Zone 6</b>		
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	293.69
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	6,689.28
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	250.59
	<b>Citywide 2A Maintenance Zone 8</b>		
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,324.51
	<b>Citywide 2A Maintenance Zone 9</b>		
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	603.94
00403190	AT AND T MCI	PHONE SERVICES	107.04
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,313.87
00403489	AT AND T MCI	PHONE SERVICES	99.48
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	520.49
	<b>Citywide 2A Maintenance Zone10</b>		
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	159.97
00403215	CALIF, STATE OF	USE TAX REMITTANCE	9.87
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,162.46
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	133.89
<b>257</b>	<b>SLLMD Administration Fund</b>		
	<b>SLLMD Administration</b>		
00403190	AT AND T MCI	PHONE SERVICES	211.48
00403215	CALIF, STATE OF	USE TAX REMITTANCE	2.23
00403238	EAST BAY WORK WEAR	SAFETY SHOES	300.00
00403329	ANTIOCH ACE HARDWARE	SUPPLIES	147.26
00403339	BAY AREA BARRICADE	SUPPLIES	113.26

Finance Accounting  
Prepared by: Michele Milo  
11/10/22

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,203.35
00403468	VERIZON WIRELESS	CELL PHONES	76.02
00403489	AT AND T MCI	PHONE SERVICES	200.06
00403555	VERIZON WIRELESS	DATA USAGE	76.02
00403646	LOWES COMPANIES INC	SUPPLIES	346.35
00403656	NUTRIEN AG SOLUTIONS	SUPPLIES	15,999.36
<b>259</b>	<b>East Lone Tree SLLMD Fund</b>		
<b>Zone 1-District 10</b>			
00403315	WATERSAVERS IRRIGATION	SUPPLIES	4,317.05
00403461	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	6,715.84
00403698	WATERSAVERS IRRIGATION	SUPPLIES	805.40
<b>281</b>	<b>CFD 2018-01 Public Services Fund</b>		
<b>CFD 2018-01 Maintenance</b>			
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	312.30
<b>311</b>	<b>Capital Improvement Fund</b>		
<b>Non Departmental</b>			
00403274	MG AND JC CONCRETE INC	PROFESSIONAL SERVICES	17,478.98
<b>Parks &amp; Open Space</b>			
00403273	MERCOZA	PROFESSIONAL SERVICES	19,012.35
00403301	SWATT MIERS ARCHITECTS	PROFESSIONAL SERVICES	2,390.00
<b>Streets</b>			
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	457.20
<b>Public Buildings &amp; Facilities</b>			
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	473.40
<b>376</b>	<b>Lone Diamond Fund</b>		
<b>Assessment District</b>			
00403352	CENTRAL SELF STORAGE ANTIOCH	STORAGE	407.00
<b>569</b>	<b>Vehicle Replacement Fund</b>		
<b>Equipment Maintenance</b>			
00403081	CAL-LINE EQUIPMENT INC	EQUIPMENT	65,542.99
00944024	OWEN EQUIPMENT SALES	SUPPLIES	201,267.00
<b>570</b>	<b>Equipment Maintenance Fund</b>		
<b>Non Departmental</b>			
00403118	HUNT AND SONS INC	FUEL	10,782.58
00403256	HUNT AND SONS INC	FUEL	7,633.89
00403401	HUNT AND SONS INC	FUEL	23,427.58
00403520	HUNT AND SONS INC	FUEL	8,362.30
00403629	HUNT AND SONS INC	FUEL	17,674.24
<b>Equipment Maintenance</b>			
00403061	ANTIOCH ACE HARDWARE	SUPPLIES	3.94
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	213.57
00403084	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	71.18
00403110	FURBER SAW INC	SUPPLIES	103.25
00403127	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	386.53
00403135	OREILLY AUTO PARTS	SUPPLIES	1,125.91
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,067.67
00403167	WALNUT CREEK FORD	AUTO PARTS	671.83
00403169	WINTER CHEVROLET CO	VEHICLE DIAGNOSIS	292.50

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403176	AFFORDABLE TIRE CENTER	SMOG CERTIFICATE	150.00
00403186	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	461.25
00403203	BILL BRANDT FORD	VEHICLE REPAIR	9,832.25
00403215	CALIF, STATE OF	USE TAX REMITTANCE	237.70
00403217	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	107.56
00403238	EAST BAY WORK WEAR	SAFETY SHOES	98.78
00403239	EAST BAY WORK WEAR	SAFETY SHOES	175.60
00403241	FASTENAL CO	SUPPLIES	80.67
00403266	LES SCHWAB TIRES OF CALIFORNIA	SUPPLIES	812.75
00403268	LIM AUTOMOTIVE SUPPLY INC	BATTERY	1,963.59
00403281	OREILLY AUTO PARTS	AUTO PARTS	466.16
00403306	TRED SHED, THE	SUPPLIES	865.26
00403307	UNICO GLASS LLC	VEHICLE GLASS REPAIR	427.32
00403322	AFFORDABLE TIRE CENTER	SMOG CERTIFICATE	50.00
00403355	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	83.41
00403395	HARLEY DAVIDSON	SUPPLIES	399.87
00403413	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	55.38
00403431	OREILLY AUTO PARTS	SUPPLIES	904.64
00403458	SYNTECH SYSTEMS INC	PROFESSIONAL SERVICES	48.00
00403468	VERIZON WIRELESS	CELL PHONES	38.01
00403470	WALNUT CREEK FORD	SUPPLIES	129.87
00403472	AFFORDABLE TIRE CENTER	SMOG CERTIFICATE	200.00
00403494	BILL BRANDT FORD	SUPPLIES	102.23
00403499	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	471.49
00403509	EAST BAY TIRE CO	SUPPLIES	5,863.00
00403510	EAST BAY WORK WEAR	UNIFORMS	917.14
00403525	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	919.14
00403527	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	91.67
00403532	OREILLY AUTO PARTS	SUPPLIES	263.28
00403533	OREILLY AUTO PARTS	SUPPLIES	677.95
00403555	VERIZON WIRELESS	DATA USAGE	38.01
00403571	ANTIOCH ACE HARDWARE	SUPPLIES	79.00
00403572	ANTIOCH ACE HARDWARE	SUPPLIES	30.44
00403574	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	102.00
00403588	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00403635	KEN KELLER SALES	FLEET REPAIR PARTS	874.74
00403643	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	432.98
00403659	OREILLY AUTO PARTS	SUPPLIES	723.51
00403661	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	678.36
00403687	UNICO GLASS LLC	GLASS REPLACEMENT	498.76
00943785	GRAINGER INC	SUPPLIES	263.26
00943803	A1 TRANSMISSION	SUPPLIES	1,444.13
00944000	A1 TRANSMISSION	AUTO REPAIR	996.46
00944026	RAY MORGAN COMPANY	COPIER LEASE	95.43
<b>573</b>	<b>Information Services Fund</b>		
	<b>Information Services</b>		
00403190	AT AND T MCI	PHONE SERVICES	102.00
00403198	BARTON, TIMOTHY ALAN	EXPENSE REIMBURSEMENT	418.14

Finance Accounting  
Prepared by: Michele Milo  
11/10/22

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403468	VERIZON WIRELESS	CELL PHONES	929.75
00403489	AT AND T MCI	PHONE SERVICES	94.44
00403555	VERIZON WIRELESS	DATA USAGE	309.13
<b>Network Support &amp; PCs</b>			
00403058	ALLSTEEL INC	FURNITURE INSTALLATION	1,459.23
00403090	COMCAST	INTERNET SERVICES	318.10
00403190	AT AND T MCI	PHONE SERVICES	280.46
00403328	AMS DOT NET INC	PROFESSIONAL SERVICES	507.49
00403359	COMCAST	INTERNET SERVICES	138.86
00403480	AMS DOT NET INC	PROFESSIONAL SERVICES	495.35
00403489	AT AND T MCI	PHONE SERVICES	280.46
00403496	BLUE SHIELD LIFE	INSURANCE PREMIUM	16.27
00403515	FRESHWORKS INC	SUBSCRIPTION SERVICE	485.42
00403555	VERIZON WIRELESS	EQUIPMENT	755.01
00403585	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	77.77
00403603	COMCAST	INTERNET SERVICES	318.10
00943797	DIGITAL SERVICES	PROFESSIONAL SERVICES	7,085.00
00944017	CARTER, RONN	PROFESSIONAL SERVICES	400.00
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	190.54
00944026	RAY MORGAN COMPANY	COPIER LEASE	23.23
<b>Telephone System</b>			
00403189	AT AND T MCI	PHONE SERVICES	2,429.31
00403190	AT AND T MCI	PHONE SERVICES	2,127.58
00403191	AT AND T MCI	PHONE SERVICES	1,302.94
00403333	AT AND T MCI	PHONE SERVICES	2,145.51
00403334	AT AND T MCI	PHONE SERVICES	83.11
00403488	AT AND T MCI	PHONE SERVICES	328.80
00403489	AT AND T MCI	PHONE SERVICES	1,717.83
00403575	AT AND T MCI	PHONE SERVICES	27.50
<b>GIS Support Services</b>			
00403201	BHALLA SERVICES INC	CAR WASHES	195.00
00403468	VERIZON WIRELESS	CELL PHONES	141.37
00403531	OFFICE DEPOT INC	SUPPLIES	131.67
00403555	VERIZON WIRELESS	EQUIPMENT	2,135.24
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	95.27
<b>Office Equipment Replacement</b>			
00403479	AMS DOT NET INC	SUPPLIES	4,096.70
00943784	DELL COMPUTER CORP	SUPPLIES	399.49
00944005	COMPUTERLAND	SUPPLIES	2,085.97
00944019	COMPUTERLAND	SUPPLIES	327.06
<b>577</b>	<b>Post Retirement Medical-Police Fund</b>		
<b>Non Departmental</b>			
00403343	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00403348	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00403389	RETIREE	MEDICAL AFTER RETIREMENT	1,222.30
00403394	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00403409	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00403417	RETIREE	MEDICAL AFTER RETIREMENT	456.06



CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403418	RETIREE	MEDICAL AFTER RETIREMENT	126.75
00403419	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00403422	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00403428	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00403434	RETIREE	MEDICAL AFTER RETIREMENT	1,564.42
00403455	RETIREE	MEDICAL AFTER RETIREMENT	71.30
00403633	RETIREE	MEDICAL AFTER RETIREMENT	10,875.37
00943804	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943805	RETIREE	MEDICAL AFTER RETIREMENT	2,055.05
00943813	RETIREE	MEDICAL AFTER RETIREMENT	1,010.59
00943814	RETIREE	MEDICAL AFTER RETIREMENT	322.08
00943816	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943817	RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00943821	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943823	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943832	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943837	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943839	RETIREE	MEDICAL AFTER RETIREMENT	770.00
00943843	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943848	RETIREE	MEDICAL AFTER RETIREMENT	571.38
00943861	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943862	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00943868	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943869	RETIREE	MEDICAL AFTER RETIREMENT	770.00
00943870	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943883	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943885	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943886	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943887	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00943888	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943899	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943900	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943901	RETIREE	MEDICAL AFTER RETIREMENT	1,542.71
00943902	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00943905	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00943915	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00943917	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00943919	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943923	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00943924	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943925	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943937	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943938	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943942	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943944	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00943948	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00943957	RETIREE	MEDICAL AFTER RETIREMENT	580.50
00943959	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00943968	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943969	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943971	RETIREE	MEDICAL AFTER RETIREMENT	696.39
00943977	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00943978	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943983	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00943990	RETIREE	MEDICAL AFTER RETIREMENT	476.45
00943994	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943996	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00943998	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00944025	RETIREE	MEDICAL AFTER RETIREMENT	2,934.00
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
	<b>Non Departmental</b>		
00403353	RETIREE	MEDICAL AFTER RETIREMENT	79.00
00403371	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00403375	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00403386	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00403388	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00403390	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00403393	RETIREE	MEDICAL AFTER RETIREMENT	324.48
00403438	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00403467	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00403667	RETIREE	MEDICAL AFTER RETIREMENT	184.10
00943806	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943807	RETIREE	MEDICAL AFTER RETIREMENT	603.96
00943809	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943815	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943820	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943826	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943829	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943830	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943833	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943834	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943835	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943838	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943845	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943849	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943853	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943854	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943857	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943860	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943865	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943866	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943867	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943874	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00943875	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943876	RETIREE	MEDICAL AFTER RETIREMENT	119.47
00943877	RETIREE	MEDICAL AFTER RETIREMENT	560.38

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00943882	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943884	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943893	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943894	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943898	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943904	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943909	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943910	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943912	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943913	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943920	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943922	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943928	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943932	RETIREE	MEDICAL AFTER RETIREMENT	237.50
00943933	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943941	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943945	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943947	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943951	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943956	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943958	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943963	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943975	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943981	RETIREE	MEDICAL AFTER RETIREMENT	14.26
00943982	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943985	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943986	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00943993	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943995	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943997	RETIREE	MEDICAL AFTER RETIREMENT	560.38
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>			
00403347	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00403354	RETIREE	MEDICAL AFTER RETIREMENT	937.28
00403356	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00403387	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00403391	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00403396	RETIREE	MEDICAL AFTER RETIREMENT	244.12
00403398	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00403421	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00403466	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00403469	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943808	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943818	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943819	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943822	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943824	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943825	RETIREE	MEDICAL AFTER RETIREMENT	146.52

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00943827	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943828	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943836	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943840	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943841	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943844	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00943846	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943850	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943851	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943852	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943855	RETIREE	MEDICAL AFTER RETIREMENT	433.33
00943856	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943858	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00943859	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943864	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943871	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943872	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943873	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00943878	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00943879	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943880	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943881	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00943889	RETIREE	MEDICAL AFTER RETIREMENT	403.04
00943890	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00943892	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943895	RETIREE	MEDICAL AFTER RETIREMENT	690.38
00943896	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00943897	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943903	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943906	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943907	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943908	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943911	RETIREE	MEDICAL AFTER RETIREMENT	571.38
00943914	RETIREE	MEDICAL AFTER RETIREMENT	55.67
00943916	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00943918	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00943921	RETIREE	MEDICAL AFTER RETIREMENT	1,393.17
00943927	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943929	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00943930	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943931	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943935	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943936	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943943	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00943946	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943949	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943950	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943952	RETIREE	MEDICAL AFTER RETIREMENT	87.69

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00943953	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00943954	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00943955	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00943960	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943961	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943962	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943964	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00943965	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00943966	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00943967	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943970	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00943972	RETIREE	MEDICAL AFTER RETIREMENT	261.20
00943974	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943976	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00943979	RETIREE	MEDICAL AFTER RETIREMENT	114.36
00943984	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943987	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943988	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00943989	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00943991	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00943992	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00944003	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00944012	RETIREE	MEDICAL AFTER RETIREMENT	6,238.08
00944022	RETIREE	MEDICAL AFTER RETIREMENT	2,562.34
<b>611</b>	<b>Water Fund</b>		
<b>Non Departmental</b>			
00403073	BISHOP CO	SUPPLIES	622.43
00403108	FASTENAL CO	SUPPLIES	483.64
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	332.94
00403215	CALIF, STATE OF	SUPPLIES	148.64
00403238	EAST BAY WORK WEAR	UNIFORMS	7,064.62
00403241	FASTENAL CO	SUPPLIES	4,886.63
00403330	AQUATIC INFORMATICS INC	PROFESSIONAL SERVICES	3,125.00
00403339	BAY AREA BARRICADE	UNIFORMS	4,967.68
00403402	IDN WILCO	SUPPLIES	689.60
00403457	SUPERCO SPECIALTY PRODUCTS.	SUPPLIES	506.39
00403478	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	657.40
00403481	ANIXTER INC	SUPPLIES	556.70
00403495	BISHOP CO	SUPPLIES	733.32
00403501	COLE SUPPLY CO INC	SUPPLIES	1,358.82
00403510	EAST BAY WORK WEAR	UNIFORMS	3,585.62
00403512	FASTENAL CO	SUPPLIES	2,205.18
00403521	IDN WILCO	SUPPLIES	1,441.98
00403531	OFFICE DEPOT INC	SUPPLIES	2,959.45
00403619	FASTENAL CO	SUPPLIES	2,355.51
00403646	LOWES COMPANIES INC	SUPPLIES	177.98
00943785	GRAINGER INC	SUPPLIES	1,526.54
00943796	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	815.49

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00944007	GRAINGER INC	SUPPLIES	596.30
<b>Water Supervision</b>			
00403159	THI LE NGUYEN	CHECK REPLACEMENT	179.66
00403349	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	22.05
00403372	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	9.00
00403468	VERIZON WIRELESS	CELL PHONES	542.70
00403486	ASCENCIO, VICTORIA	CHECK REPLACEMENT	125.38
00403555	VERIZON WIRELESS	DATA USAGE	347.01
<b>Water Production</b>			
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	48.06
00403077	BRENTTAG PACIFIC INC	CHEMICALS	17,149.12
00403115	HACH CO	SUPPLIES	1,091.46
00403122	KARL NEEDHAM ENTERPRISES INC	PROFESSIONAL SERVICES	101,965.42
00403124	LA MARCHE MANUFACTURING CO INC	SUPPLIES	8,591.01
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	189,255.25
00403162	UNIVAR SOLUTIONS USA INC	CHEMICALS	16,134.93
00403183	ANTIOCH ACE HARDWARE	SUPPLIES	433.42
00403185	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	78.13
00403189	AT AND T MCI	PHONE SERVICES	102.99
00403190	AT AND T MCI	PHONE SERVICES	879.68
00403215	CALIF, STATE OF	USE TAX REMITTANCE	65.49
00403218	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	948.00
00403229	CRYSTAL CLEAR LOGOS INC	UNIFORMS	470.06
00403236	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	1,985.00
00403244	FISHER SCIENTIFIC COMPANY	SUPPLIES	755.16
00403245	FLW INC	SUPPLIES	2,587.27
00403250	GRAPHIC CONTROLS LLC	SUPPLIES	342.30
00403251	GUALCO GROUP INC, THE	CONSULTING SERVICES	4,000.00
00403253	HARRINGTON INDUSTRIAL PLASTICS	SUPPLIES	321.33
00403268	LIM AUTOMOTIVE SUPPLY INC	BATTERY	133.22
00403272	MCCAMPBELL ANALYTICAL INC	TESTING SERVICES	152.00
00403280	OFFICE DEPOT INC	SUPPLIES	25.56
00403309	UNIVAR SOLUTIONS USA INC	CHEMICALS	15,774.31
00403310	US BANK	CANON COPIER	5.37
00403314	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	3,282.50
00403317	WEST YOST ASSOCIATES INC	PROFESSIONAL SERVICES	2,121.00
00403329	ANTIOCH ACE HARDWARE	SUPPLIES	7.50
00403330	AQUATIC INFORMATICS INC	SOFTWARE	9,375.00
00403331	ARAMARK UNIFORM SERVICES	SUPPLIES	156.26
00403335	AT AND T MCI	PHONE SERVICES	135.47
00403349	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	32.00
00403372	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00403380	ENVIRONMENTAL RESOURCE ASSOC.	PROFESSIONAL SERVICES	317.86
00403383	FINBERG FENCING INC	PROFESSIONAL SERVICES	5,460.00
00403384	FISHER SCIENTIFIC COMPANY	SUPPLIES	773.47
00403392	HACH CO	CHEMICALS	335.37
00403413	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	802.95
00403440	RICE LAKE WEIGHING SYSTEMS INC	PROFESSIONAL SERVICES	386.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403442	RYAN HERCO FLOW SOLUTIONS	SUPPLIES	1,843.19
00403464	UNIVAR SOLUTIONS USA INC	CHEMICALS	6,380.26
00403468	VERIZON WIRELESS	CELL PHONES	365.37
00403481	ANIXTER INC	SUPPLIES	556.69
00403482	ANTIOCH ACE HARDWARE	SUPPLIES	21.33
00403484	APPLIED TECHNOLOGY GROUP INC	SUPPLIES	2,461.58
00403485	ARAMARK UNIFORM SERVICES	SUPPLIES	156.26
00403489	AT AND T MCI	PHONE SERVICES	880.53
00403510	EAST BAY WORK WEAR	UNIFORMS	4,357.72
00403526	MISCO	SUPPLIES	17,628.37
00403535	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	58.19
00403544	ROOF TILE CUSTOM SPECIALISTS INC	PROFESSIONAL SERVICES	4,420.00
00403552	UNITED PARCEL SERVICE	SHIPPING	26.80
00403553	UNIVAR SOLUTIONS USA INC	CHEMICALS	25,504.08
00403555	VERIZON WIRELESS	DATA USAGE	181.55
00403558	WEST YOST ASSOCIATES INC	PROFESSIONAL SERVICES	13,162.50
00403570	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00403571	ANTIOCH ACE HARDWARE	SUPPLIES	92.69
00403588	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	118.84
00403622	FINBERG FENCING INC	PROFESSIONAL SERVICES	975.00
00403627	HACH CO	PROFESSIONAL SERVICES	236.89
00403634	KARL NEEDHAM ENTERPRISES INC	PROFESSIONAL SERVICES	28,481.75
00403638	KOFFLER ELECTRICAL MECH	PROFESSIONAL SERVICES	9,100.00
00403639	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	760.00
00403646	LOWES COMPANIES INC	SUPPLIES	132.93
00403657	OFFICE DEPOT INC	SUPPLIES	74.76
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	125,098.69
00403672	ROBINS LOCK AND KEY	LOCK SMITH SERVICES	5,890.19
00403690	UNIVAR SOLUTIONS USA INC	CHEMICALS	6,790.97
00943784	DELL COMPUTER CORP	SUPPLIES	1,293.83
00943785	GRAINGER INC	SUPPLIES	1,968.05
00943794	CHEMTRADE CHEMICALS US LLC	CHEMICALS	11,244.46
00943798	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	1,590.00
00943842	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,512.92
00943891	IDEXX LABORATORIES INC	SUPPLIES	253.84
00943940	RED WING SHOE STORE	SAFETY SHOES	161.74
00944004	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,516.04
00944005	COMPUTERLAND	SUPPLIES	898.49
00944008	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	705.00
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	350.00
00944018	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,548.74
00944020	DELL COMPUTER CORP	SUPPLIES	4,911.43
<b>Water Distribution</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	202.99
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	268.01
00403083	CHECK PROCESSORS INC	CHECK PROCESSING	504.38
00403088	COMCAST	INTERNET SERVICES	1,016.33
00403127	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	635.42

Finance Accounting  
Prepared by: Michele Milo  
11/10/22



CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403134	OFFICE DEPOT INC	SUPPLIES	35.28
00403138	PACE SUPPLY CORP	SUPPLIES	6,028.72
00403183	ANTIOCH ACE HARDWARE	SUPPLIES	182.34
00403190	AT AND T MCI	PHONE SERVICES	26.76
00403194	BACKFLOW DISTRIBUTORS INC	PROFESSIONAL SERVICES	4,339.68
00403205	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICES	16,856.25
00403215	CALIF, STATE OF	USE TAX REMITTANCE	745.36
00403231	CWEA SFBS	CERTIFICATION RENEWAL	95.00
00403238	EAST BAY WORK WEAR	SAFETY SHOES	222.94
00403241	FASTENAL CO	SUPPLIES	2,358.59
00403262	KELLY MOORE PAINT CO	SUPPLIES	124.32
00403282	PACE SUPPLY CORP	SUPPLIES	4,554.86
00403293	ROBERTS AND BRUNE CO	SUPPLIES	6,465.95
00403294	ROBERTS AND BRUNE CO	SUPPLIES	14,269.93
00403304	TIMMONS GROUP INC	PROFESSIONAL SERVICES	3,697.50
00403319	ACCONTEMP	TEMP SERVICES	404.25
00403468	VERIZON WIRELESS	CELL PHONES	2,963.83
00403489	AT AND T MCI	PHONE SERVICES	24.87
00403510	EAST BAY WORK WEAR	UNIFORMS	7,118.40
00403512	FASTENAL CO	SUPPLIES	2,356.53
00403531	OFFICE DEPOT INC	SUPPLIES	1,077.10
00403534	PACE SUPPLY CORP	SUPPLIES	3,672.92
00403551	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00403552	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.00
00403555	VERIZON WIRELESS	EQUIPMENT	1,653.79
00403561	ACCONTEMP	TEMP SERVICES	1,299.38
00403562	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	237.06
00403579	BACKFLOW DISTRIBUTORS INC	SUPPLIES	13,632.76
00403588	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	225.00
00403594	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICE	19,500.00
00403598	CHECK PROCESSORS INC	CHECK PROCESSING	546.40
00403601	COMCAST	INTERNET SERVICES	1,016.33
00403613	DELTA DIABLO	PARKS RECYCLE WATER 09/22	9,747.49
00403616	EH WACHS	PROFESSIONAL SERVICES	620.10
00403619	FASTENAL CO	SUPPLIES	2,565.40
00403646	LOWES COMPANIES INC	SUPPLIES	1,954.40
00403660	PACIFIC CREDIT SERVICES	COLLECTION SERVICES	655.79
00403671	ROBERTS AND BRUNE CO	SUPPLIES	5,492.96
00403686	TYLER TECHNOLOGIES INC	PROFESSIONAL SERVICES	14,733.47
00944001	BADGER METER INC	METERS	114,763.39
00944007	GRAINGER INC	SUPPLIES	28.71
00944009	INFOSEND INC	PRINT AND MAIL SERVICES	16,570.68
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	157.50
00944013	SITFONE LANDSCAPE SUPPLY	SUPPLIES	409.61
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	476.35
00944026	RAY MORGAN COMPANY	COPIER LEASE	360.58

**Public Buildings & Facilities**

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403216	CDM SMITH INC	PROFESSIONAL SERVICES	211,175.40
00403227	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	56,559.60
00403230	CSI METRICS LLC	PROFESSIONAL SERVICES	7,938.48
00403254	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	10,070.00
00403318	WOODARD AND CURRAN	PROFESSIONAL SERVICES	3,790.00
00403361	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	56,947.07
00403383	FINBERG FENCING INC	FENCE REPLACEMENT	32,396.00
00403506	DELTA DIABLO	PROFESSIONAL SERVICES	25,317.41
00403550	UNION PACIFIC RAILROAD COMPANY	PROFESSIONAL SERVICES	1,045.00
00403593	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	955.50
00943781	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	148,213.17
00943802	SHIMMICK CONSTRUCTION INC	PROFESSIONAL SERVICES	2,948,193.54
00944016	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	154,752.74
<b>621</b>	<b>Sewer Fund</b>		
<b>Non Departmental</b>			
00403678	SOUTHWEST PIPELINE & TRENCHES	PROFESSIONAL SERVICES	60,771.83
<b>Swr-Wastewater Administration</b>			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	202.99
00403060	ANTIOCH ACE HARDWARE	SUPPLIES	21.48
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	573.00
00403083	CHECK PROCESSORS INC	CHECK PROCESSING	504.38
00403088	COMCAST	INTERNET SERVICES	1,016.33
00403120	JACK DOHENY COMPANY	SUPPLIES	931.97
00403134	OFFICE DEPOT INC	SUPPLIES	35.26
00403137	OWEN EQUIPMENT SALES	EQUIPMENT	14,254.29
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,074.19
00403152	SPARTAN TOOL LLC	SUPPLIES	1,346.88
00403178	ALL STAR RENTS	RENTAL EQUIPMENT	496.60
00403190	AT AND T MCI	PHONE SERVICES	54.51
00403205	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICES	16,856.25
00403215	CALIF, STATE OF	USE TAX REMITTANCE	170.99
00403231	CWEA SFBS	TRAINING	185.00
00403235	DKF SOLUTIONS GROUP LLC	TRAINING	300.00
00403238	EAST BAY WORK WEAR	SAFETY SHOES	293.03
00403255	HERNANDEZ, ARTHUR SIMON	EXPENSE REIMBURSEMENT	195.00
00403278	NEXTEL SPRINT	CELL PHONES	18.30
00403290	RHODES, MICHAEL LEE	EXPENSE REIMBURSEMENT	202.00
00403293	ROBERTS AND BRUNE CO	SUPPLIES	7,902.00
00403297	ROMANO, THEODORE CONRAD	EXPENSE REIMBURSEMENT	195.00
00403304	TIMMONS GROUP INC	PROFESSIONAL SERVICES	3,697.50
00403319	ACCOUNTEMPS	TEMP SERVICES	404.25
00403321	ADVANCED TRENCHLESS INC	PROFESSIONAL SERVICES	25,698.75
00403329	ANTIOCH ACE HARDWARE	SUPPLIES	40.98
00403339	BAY AREA BARRICADE	SUPPLIES	206.24
00403342	BLALOCK, DIETRICH JAMES	EXPENSE REIMBURSEMENT	180.00
00403349	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	22.05
00403369	CWEA SFBS	MEMBERSHIP DUES	416.00
00403372	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	9.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403416	MCCAMPBELL ANALYTICAL INC	TESTING SERVICES	274.00
00403435	PONDER ENVIRONMENTAL SERVICES	PROFESSIONAL SERVICES	2,828.30
00403468	VERIZON WIRELESS	CELL PHONES	3,563.83
00403475	ALL STAR RENTS	RENTAL EQUIPMENT	420.18
00403489	AT AND T MCI	PHONE SERVICES	50.67
00403496	BLUE SHIELD LIFE	INSURANCE PREMIUM	7.99
00403510	EAST BAY WORK WEAR	UNIFORMS	5,621.32
00403518	GOLDEN BELL PRODUCTS INC	PEST CONTROL	35,665.24
00403531	OFFICE DEPOT INC	SUPPLIES	5.67
00403542	ROBERTS AND BRUNE CO	SUPPLIES	1,306.03
00403555	VERIZON WIRELESS	EQUIPMENT	2,426.14
00403561	ACCOMTEMP	TEMP SERVICES	1,299.37
00403588	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,311.89
00403594	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICE	19,500.00
00403598	CHECK PROCESSORS INC	CHECK PROCESSING	546.40
00403601	COMCAST	INTERNET SERVICES	1,016.33
00403619	FASTENAL CO	SUPPLIES	2,565.41
00403631	JACK DOHENY COMPANY	SUPPLIES	311.81
00403646	LOWES COMPANIES INC	SUPPLIES	1,674.40
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	636.39
00403663	PCP MOTORSPORTS	MOTORCYCLE	15,980.25
00403686	TYLER TECHNOLOGIES INC	PROFESSIONAL SERVICES	14,733.48
00943785	GRAINGER INC	SUPPLIES	1,212.38
00943801	SCOTTO, CHARLES W AND DONNA F	NOVEMBER 2022 RENT	5,000.00
00943939	RAY MORGAN COMPANY	PRINTER CONTRACT USAGE	113.73
00944007	GRAINGER INC	SUPPLIES	643.92
00944009	INFOSEND INC	PRINT AND MAIL SERVICES	16,570.72
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	157.50
00944019	COMPUTERLAND	SUPPLIES	868.46
00944020	DELL COMPUTER CORP	SOFTWARE RENEWAL	476.35
00944024	OWEN EQUIPMENT SALES	SUPPLIES	305,655.07
00944026	RAY MORGAN COMPANY	COPIER LEASE	250.97
<b>631</b>	<b>Marina Fund</b>		
	<b>Non Departmental</b>		
00403449	STATE BOARD OF EQUALIZATION	SALES TAX REMIT	1,221.00
	<b>Marina Administration</b>		
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,015.00
00403089	COMCAST	INTERNET SERVICES	380.36
00403134	OFFICE DEPOT INC	SUPPLIES	177.75
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	5,135.14
00403215	CALIF, STATE OF	USE TAX REMITTANCE	1.50
00403238	EAST BAY WORK WEAR	SAFETY SHOES	283.82
00403256	HUNT AND SONS INC	FUEL	9,041.03
00403289	REINHOLDT ENGINEERING	PROFESSIONAL SERVICES	549.75
00403429	OFFICE DEPOT INC	SUPPLIES	77.72
00403468	VERIZON WIRELESS	CELL PHONES	38.01
00403474	ALHAMBRA	WATER SERVICE	95.89
00403504	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	1,942.36

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK#

00403510	EAST BAY WORK WEAR	UNIFORMS	309.05
00403536	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00403545	STEPHANIES AUTO CLEARANCE	PROFESSIONAL SERVICES	55.00
00403555	VERIZON WIRELESS	DATA USAGE	38.01
00403569	AMS DOT NET INC	INTERNET SERVICES	1,787.50
00403588	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,179.95
00403602	COMCAST	INTERNET SERVICES	399.93
00403646	LOWES COMPANIES INC	SUPPLIES	387.54
00403659	OREILLY AUTO PARTS	SUPPLIES	319.64
00403661	PACIFIC GAS AND ELECTRIC CO	GAS	3,377.39
00943785	GRAINGER INC	SUPPLIES	254.00
00944010	LEES BUILDING MAINTENANCE	PROFESSIONAL SERVICES	1,300.00
00944026	RAY MORGAN COMPANY	COPIER LEASE	55.60
<b>752</b>	<b>Storm Drain Deposits Fund</b>		
<b>Non Departmental</b>			
00403689	UNIQUE POOLS	REFUND DRAINAGE FEE	748.00
<b>760</b>	<b>ECWMA Fund</b>		
<b>Non Departmental</b>			
00403096	CONTRA COSTA WATER DISTRICT	WEBSITE COSTS REIMBURSEMENT	368.00



CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK #

<b>431</b>	<b>Redevelopment Obligation Retirement Fund (for former Project Area #1)</b>		
<b>Non departmental</b>			
00403493	BANK OF NEW YORK MELLON	FY24 AGENT CHARGES	575.00
<b>Non Departmental</b>			
00403493	BANK OF NEW YORK MELLON	FY23 AGENT CHARGES	1,725.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF  
OCT. 13 - NOV. 10, 2022  
FUND/CHECK #

**227      Housing Fund**

***Housing***

00403114 HABITAT FOR HUMANITY EAST BAY    REPAIRS

20,545.16





## STAFF REPORT TO THE CITY COUNCIL

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

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

**SUBMITTED BY:** Lauren Posada, City Treasurer *LP*

**SUBJECT:** Approval of Treasurer's Report for September of 2022

---

### **RECOMMENDED ACTION**

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

### **FISCAL IMPACT**

There is no fiscal impact of this action.

### **DISCUSSION**

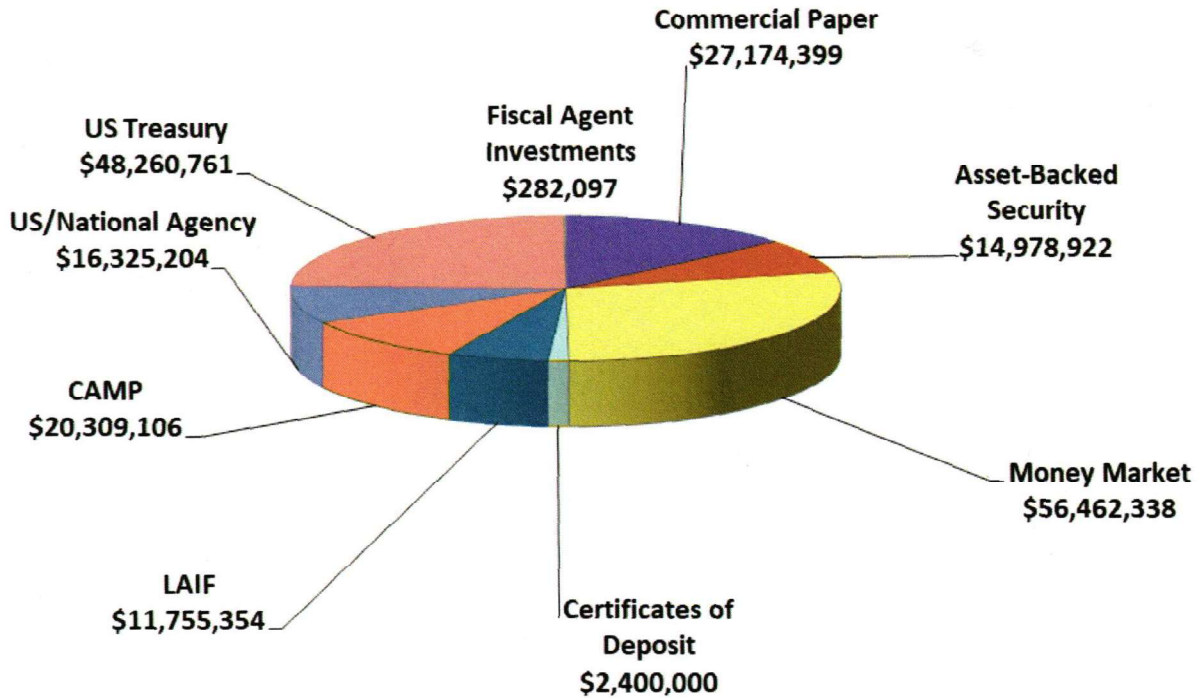
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

### **ATTACHMENTS**

A. City Treasurer's Report

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


**September 30, 2022**



**Total of City and Fiscal Agent Investments = \$197,948,181**

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	282,045
	<u><u>\$282,097</u></u>

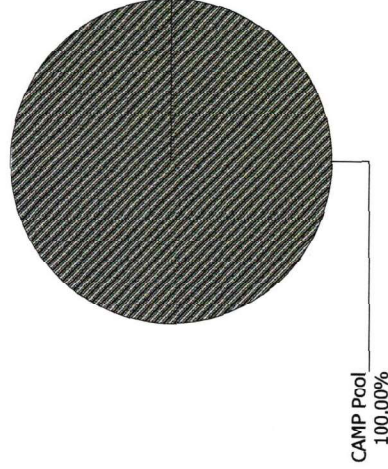


# Account Statement - Transaction Summary

For the Month Ending September 30, 2022

City of Antioch - City of Antioch - 6090-001

CAMP Pool		Asset Summary	
Opening Market Value	20,265,572.23	September 30, 2022	August 31, 2022
Purchases	43,533.96		
Redemptions	0.00		
Unsettled Trades	0.00		
Change in Value	0.00		
<b>Closing Market Value</b>	<b>\$20,309,106.19</b>	<b>\$20,309,106.19</b>	<b>\$20,265,572.23</b>
Cash Dividends and Income	43,533.96		
		Asset Allocation	



## Managed Account Summary Statement

For the Month Ending September 30, 2022

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account	
<b>Opening Market Value</b>	<b>\$105,148,307.18</b>
Maturities/Calls	(355,688.45)
Principal Dispositions	(882,667.63)
Principal Acquisitions	1,499,379.33
Unsettled Trades	0.00
Change in Current Value	(1,252,680.56)
<b>Closing Market Value</b>	<b>\$104,156,649.87</b>

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	90,634.74
Less Purchased Interest Related to Interest/Coupons	(177.02)
Plus Net Realized Gains/Losses	(35,302.88)
<b>Total Cash Basis Earnings</b>	<b>\$55,154.84</b>

Earnings Reconciliation (Accrual Basis)		Total
Ending Amortized Value of Securities		109,139,285.52
Ending Accrued Interest		363,034.08
Plus Proceeds from Sales		883,426.15
Plus Proceeds of Maturities/Calls/Principal Payments		355,688.45
Plus Coupons/Dividends Received		89,720.66
Less Cost of New Purchases		(1,499,379.33)
Less Beginning Amortized Value of Securities		(108,929,774.55)
Less Beginning Accrued Interest		(319,296.84)

**Total Accrual Basis Earnings** **\$82,704.14**

Cash Balance
<b>Closing Cash Balance</b> <b>\$212.43</b>

Cash Transactions Summary - Managed Account	
Maturities/Calls	0.00
Sale Proceeds	1,195,447.31
Coupon/Interest/Dividend Income	89,720.66
Principal Payments	355,688.45
Security Purchases	(1,955,294.91)
Net Cash Contribution	314,650.92
Reconciling Transactions	0.00



## Portfolio Summary and Statistics

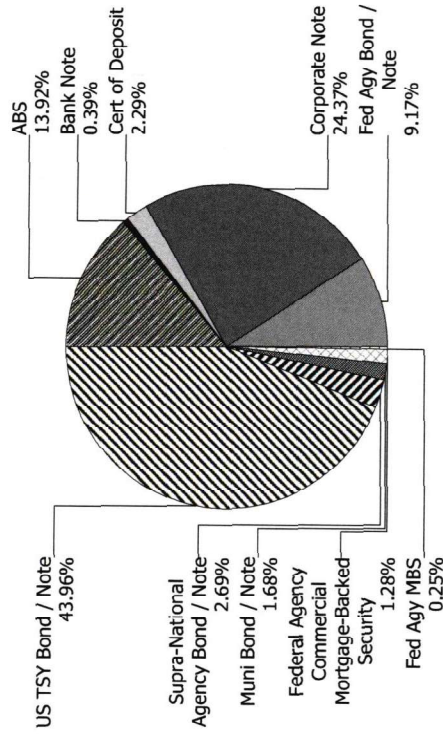
For the Month Ending **September 30, 2022**

CITY OF ANTIOCH, CA - 04380500

### Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	48,191,000.00	45,798,670.65	43.96
Supra-National Agency Bond / Note	2,925,000.00	2,800,017.87	2.69
Municipal Bond / Note	1,855,000.00	1,753,943.85	1.68
Federal Agency Mortgage-Backed Security	274,097.09	257,588.64	0.25
Federal Agency Commercial Mortgage-Backed Security	1,380,957.54	1,329,476.17	1.28
Federal Agency Bond / Note	9,900,000.00	9,552,304.23	9.17
Corporate Note	26,641,000.00	25,377,957.29	24.37
Certificate of Deposit	2,400,000.00	2,385,272.86	2.29
Bank Note	425,000.00	407,212.05	0.39
Asset-Backed Security	14,980,568.27	14,494,206.26	13.92
<b>Managed Account Sub-Total</b>	<b>108,972,622.90</b>	<b>104,156,649.87</b>	<b>100.00%</b>
Accrued Interest		363,034.08	
<b>Total Portfolio</b>	<b>108,972,622.90</b>	<b>104,519,683.95</b>	

### Sector Allocation

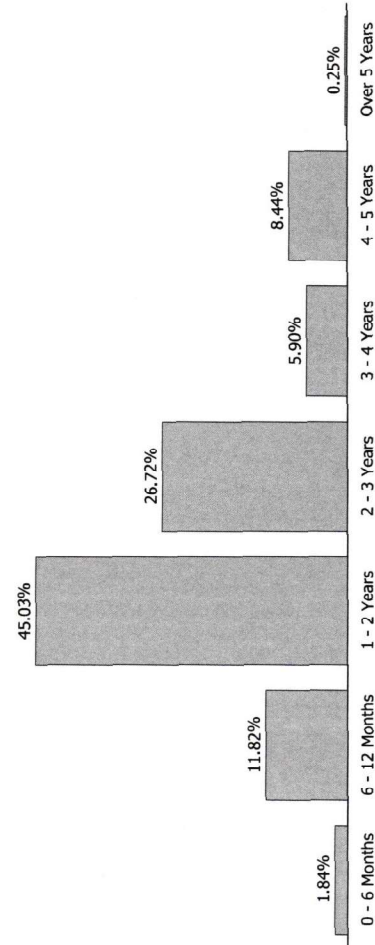


### Unsettled Trades

0.00

### Maturity Distribution

0.00



### Characteristics

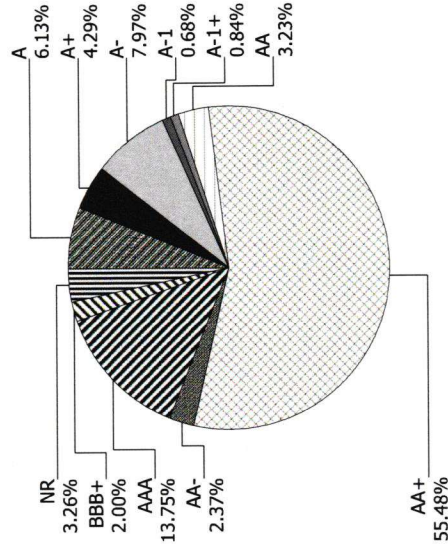
Yield to Maturity at Cost	1.46%
Yield to Maturity at Market	4.23%
Weighted Average Days to Maturity	757

CITY OF ANTIOCH, CA - 04380500

## Issuer Summary

Issuer	Market Value of Holdings	Percent
ABBOTT LABORATORIES	312,608.73	0.30
ALLY AUTO RECEIVABLES TRUST	509,454.92	0.49
AMAZON.COM INC	934,421.03	0.90
AMERICAN EXPRESS CO	1,477,701.43	1.42
AMERICAN HONDA FINANCE	719,745.23	0.69
ASTRAZENECA PLC	463,666.01	0.45
BANK OF AMERICA CO	1,231,260.51	1.18
BMW FINANCIAL SERVICES NA LLC	536,789.33	0.52
BMW VEHICLE OWNER TRUST	364,878.58	0.35
BRISTOL-MYERS SQUIBB CO	373,045.78	0.36
BURLINGTON NORTHERN SANTA FE	215,938.58	0.21
CALIFORNIA DEPARTMENT OF WATER RESOURCES	428,724.00	0.41
CAPITAL ONE FINANCIAL CORP	1,917,952.85	1.84
CARMAX AUTO OWNER TRUST	1,708,030.88	1.64
CATERPILLAR INC	734,192.70	0.70
CHARLES SCHWAB	283,920.00	0.27
CINTAS CORPORATION NO. 2	338,980.60	0.33
CITIGROUP INC	666,418.55	0.64
COLGATE-PALMOLIVE COMPANY	110,750.29	0.11
COMCAST CORP	295,002.60	0.28
CREDIT AGRICOLE SA	800,000.00	0.77
CREDIT SUISSE GROUP RK	712,595.98	0.68
DEERE & COMPANY	703,541.08	0.68
DISCOVER FINANCIAL SERVICES	1,441,374.32	1.38
DNB ASA	872,676.88	0.84
EXXON MOBIL CORP	214,498.35	0.21
FANNIE MAE	3,893,897.62	3.74
FLORIDA STATE BOARD OF ADMIN FIN CORP	213,318.90	0.20
FORD CREDIT AUTO OWNER TRUST	242,748.86	0.23
FREDDIE MAC	7,245,471.42	6.95
GENERAL DYNAMICS CORP	315,545.10	0.30
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	941,087.68	0.90

### Credit Quality (S&P Ratings)



**Managed Account Issuer Summary**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL LEASINGTRUST	385,884.63	0.37
GOLDMAN SACHS GROUP INC	732,578.18	0.70
HARLEY-DAVIDSON MOTORCYCLE TRUST	523,091.33	0.50
HERSHEY COMPANY	226,195.75	0.22
HOME DEPOT INC	189,268.51	0.18
HONDA AUTO RECEIVABLES	268,793.91	0.26
HONEYWELL INTERNATIONAL	321,959.40	0.31
HORMEL FOODS CORP	327,794.60	0.31
HSBC HOLDINGS PLC	782,021.60	0.75
HYUNDAI AUTO RECEIVABLES	796,358.11	0.76
IBM CORP	783,396.00	0.75
INTER-AMERICAN DEVELOPMENT BANK	1,509,156.96	1.45
INTL BANK OF RECONSTRUCTION AND DEV	1,290,860.91	1.24
JP MORGAN CHASE & CO	1,285,050.41	1.23
KUBOTA CREDIT OWNER TRUST	1,658,928.14	1.59
LOS ANGELES COMMUNITY COLLEGE DISTRICT	227,522.30	0.22
MERCEDES-BENZ AUTO LEASE TRUST	62,961.78	0.06
MERCEDES-BENZ AUTO RECEIVABLES	144,568.36	0.14
MERCK & CO INC	215,722.35	0.21
MORGAN STANLEY	762,962.99	0.73
NATIONAL AUSTRALIA BANK LTD	544,515.36	0.52
NATIONAL RURAL UTILITIES CO FINANCE CORP	559,037.29	0.54
NESTLE SA	891,840.07	0.86
NEW JERSEY TURNPIKE AUTHORITY	178,930.05	0.17
NEW YORK ST URBAN DEVELOPMENT CORP	607,161.60	0.58
NISSAN AUTO RECEIVABLES	492,369.08	0.47
PACCAR FINANCIAL CORP	724,291.09	0.70
PNC FINANCIAL SERVICES GROUP	407,212.05	0.39
PRAXAIR INC	310,340.55	0.30
RABOBANK NEDERLAND	916,292.58	0.88
Roche Holding AG	1,221,495.80	1.17
STATE OF CONNECTICUT	98,287.00	0.09
STATE STREET CORPORATION	689,342.00	0.66



**Managed Account Issuer Summary**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TARGET CORP	343,493.15	0.33
THE BANK OF NEW YORK MELLON CORPORATION	1,432,807.11	1.38
Toyota Lease Owner Trust	245,374.15	0.24
TOYOTA MOTOR CORP	1,435,948.20	1.38
TRUIST FIN CORP	766,004.69	0.74
UNILEVER PLC	255,261.60	0.25
UNITED STATES TREASURY	45,798,670.65	43.96
UNITEDHEALTH GROUP INC	304,330.00	0.29
USAA CAPITAL CORP	506,657.55	0.49
VERIZON OWNER TRUST	599,392.75	0.58
VOLKSWAGEN AUTO LEASE TURST	162,080.87	0.16
WAL-MART STORES INC	485,988.53	0.47
WORLD OMNI AUTO REC TRUST	464,201.09	0.45
<b>Total</b>	<b>\$104,156,649.87</b>	<b>100.00%</b>

**Managed Account Detail of Securities Held** For the Month Ending **September 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>										
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	AA+	Aaa	05/26/21	05/28/21	163,793.75	0.16	336.96	161,447.74	156,100.00
US TREASURY NOTES DTD 09/30/2021 0.250% 09/30/2023	91282CDA6	AA+	Aaa	10/01/21	10/06/21	2,498,632.81	0.28	17.17	2,499,312.63	2,400,781.25
US TREASURY N/B NOTES DTD 10/31/2021 0.375% 10/31/2023	91282CDD0	AA+	Aaa	11/01/21	11/03/21	3,340,316.41	0.52	5,257.13	3,344,738.63	3,210,765.63
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	AA+	Aaa	12/01/20	12/03/20	4,153,890.63	0.22	3,918.82	4,151,481.11	3,965,843.75
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	AA+	Aaa	02/02/21	02/03/21	2,960,251.37	0.18	785.56	2,962,921.37	2,809,800.63
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	151.67	948,763.80	897,007.86
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	351.22	2,195,561.99	2,077,281.36
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	6,277.17	769,166.25	723,164.10
US TREASURY N/B NOTES DTD 04/30/2022 2.500% 04/30/2024	91282CEK3	AA+	Aaa	05/03/22	05/04/22	7,465,429.69	2.74	78,464.67	7,472,562.49	7,289,062.50
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	AA+	Aaa	06/22/21	06/24/21	244,568.20	0.45	181.48	245,179.38	229,702.50
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	AA+	Aaa	07/01/21	07/07/21	2,732,167.97	0.47	2,028.68	2,739,656.09	2,567,812.50
US TREASURY N/B NOTES DTD 06/30/2022 3.000% 06/30/2024	91282CEX5	AA+	Aaa	08/04/22	08/08/22	1,098,324.22	3.08	8,339.67	1,098,454.99	1,075,937.50
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/05/21	08/09/21	519,939.06	0.38	413.32	519,962.84	485,387.50
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	AA+	Aaa	08/09/21	08/10/21	899,050.78	0.41	715.35	899,420.71	840,093.75



For the Month Ending September 30, 2022

## Managed Account Detail of Securities Held

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
<b>U.S. Treasury Bond / Note</b>											
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	3,457.54	4,353,099.42	4,060,453.13
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	526.83	1,099,235.90	1,023,000.00
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	331.49	1,994,595.93	1,854,375.00
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	18,831.52	3,065,449.77	2,835,937.50
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	4,032.79	818,235.46	754,375.04
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	8,821.72	1,790,384.16	1,650,195.40
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	2,950.82	999,472.82	931,562.50
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	3,457.54	1,441,372.33	1,350,312.50
US TREASURY N/B NOTES DTD 07/15/2022 3.000% 07/15/2025	91282CEY3	2,700,000.00	AA+	Aaa	08/05/22	08/08/22	2,689,769.53	3.14	17,168.48	2,690,284.87	2,609,718.75
<b>Security Type Sub-Total</b>		<b>48,191,000.00</b>					<b>48,328,730.15</b>	<b>1.00</b>	<b>166,817.60</b>	<b>48,260,760.68</b>	<b>45,798,670.65</b>
<b>Supra-National Agency Bond / Note</b>											
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	371.75	664,620.98	651,031.01
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	1,172.99	664,952.77	650,437.83
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	590.90	669,448.79	639,829.90
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	102.78	924,548.45	858,719.13

For the Month Ending September 30, 2022

**Managed Account Detail of Securities Held**

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
<b>Supra-National Agency Bond / Note</b>											
<b>Security Type Sub-Total</b>		<b>2,925,000.00</b>					<b>2,921,272.35</b>	<b>0.41</b>	<b>2,238.42</b>	<b>2,923,570.99</b>	<b>2,800,017.87</b>
<b>Municipal Bond / Note</b>											
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJ2	100,000.00	A+	Aa3	05/29/20	06/11/20	100,597.00	1.80	500.00	100,146.17	98,287.00
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	173.90	235,000.00	227,522.30
CA ST DEPT WTR RES SYS TXBL REV BND5 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	621.00	450,000.00	428,724.00
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	176.36	640,000.00	607,161.60
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	437.29	195,000.00	178,930.05
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	739.08	235,000.00	213,318.90
<b>Security Type Sub-Total</b>		<b>1,855,000.00</b>					<b>1,855,597.00</b>	<b>0.72</b>	<b>2,647.63</b>	<b>1,855,146.17</b>	<b>1,753,943.85</b>
<b>Federal Agency Mortgage-Backed Security</b>											
FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	274,097.09	AA+	Aaa	08/03/21	08/17/21	292,084.71	2.35	685.24	290,334.61	257,588.64
<b>Security Type Sub-Total</b>		<b>274,097.09</b>					<b>292,084.71</b>	<b>2.35</b>	<b>685.24</b>	<b>290,334.61</b>	<b>257,588.64</b>
<b>Federal Agency Commercial Mortgage-Backed Security</b>											
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	233,528.11	AA+	Aaa	08/13/19	08/16/19	237,395.92	1.98	488.46	233,630.33	232,721.68
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	48,655.94	AA+	Aaa	09/11/19	09/16/19	48,959.11	2.08	92.45	48,671.72	48,655.93



For the Month Ending September 30, 2022

**Managed Account Detail of Securities Held**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Commercial Mortgage-Backed Security</b>										
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	AA+	Aaa	09/04/19	09/09/19	65,297.72	1.86	122.46	64,497.01	64,453.32
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	AA+	Aaa	12/07/18	12/17/18	10,750.93	3.20	28.70	10,750.96	10,600.02
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	AA+	Aaa	11/20/19	11/26/19	1,854.97	2.09	3.23	1,855.00	1,855.02
FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	AA+	Aaa	08/04/22	08/09/22	543,662.11	3.36	1,372.71	543,662.11	525,518.40
FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	AA+	Aaa	08/31/22	09/06/22	455,738.56	3.76	1,062.14	455,738.56	445,671.80
<b>Security Type Sub-Total</b>						<b>1,363,659.32</b>	<b>3.13</b>	<b>3,170.15</b>	<b>1,358,805.69</b>	<b>1,329,476.17</b>
<b>Federal Agency Bond / Note</b>										
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	AA+	Aaa	10/07/20	10/08/20	1,374,505.00	0.26	773.44	1,374,861.10	1,334,889.87
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	1,009.69	1,794,006.11	1,742,638.06
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	179.86	699,681.68	676,042.50
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	327.61	1,274,612.69	1,231,363.13
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	117.40	735,041.77	708,446.66
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	AA+	Aaa	09/02/20	09/04/20	1,154,615.55	0.26	186.08	1,164,880.36	1,122,912.04
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	AA+	Aaa	10/07/20	10/08/20	1,299,584.00	0.26	207.64	1,299,866.41	1,253,034.90
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	AA+	Aaa	12/02/20	12/04/20	1,553,460.55	0.28	1,263.44	1,554,396.87	1,482,977.07

For the Month Ending September 30, 2022

**Managed Account Detail of Securities Held**

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
<b>Federal Agency Bond / Note</b>											
<b>Security Type Sub-Total</b>		<b>9,900,000.00</b>					<b>9,891,075.57</b>	<b>0.28</b>	<b>4,065.16</b>	<b>9,897,346.99</b>	<b>9,552,304.23</b>
<b>Corporate Note</b>											
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	641.80	275,000.00	272,949.60
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	351.50	379,878.35	360,481.68
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	700.00	235,537.58	221,500.58
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	81.25	299,926.92	283,920.00
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	5,118.33	310,845.79	295,002.60
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	390.94	224,823.46	211,047.53
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	316.96	50,293.61	48,924.00
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	1,901.73	300,000.00	293,544.00
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	675.28	324,816.76	304,330.00



For the Month Ending September 30, 2022

**Managed Account Detail of Securities Held**

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
<b>Corporate Note</b>											
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	795.63	474,655.04	444,343.50
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	10,583.33	799,973.69	782,021.60
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636MAC7	495,000.00	A-	A3	05/25/21	05/28/21	494,955.45	0.70	1,183.88	494,975.41	463,666.01
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	745.69	341,659.32	327,794.60
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	185.25	129,908.57	121,736.16
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	3,062.50	364,824.80	343,493.15
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	729.87	102,447.50	98,465.80
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	1,642.20	230,714.71	221,548.05
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	816.83	162,022.37	150,756.53
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	1,694.44	409,617.01	383,077.60
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/09/2021 0.500% 08/09/2024	69371RR40	265,000.00	A+	A1	08/03/21	08/09/21	264,856.90	0.52	191.39	264,911.48	245,970.09

For the Month Ending September 30, 2022

## Managed Account Detail of Securities Held

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>										
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	A-	A3	09/07/21	09/09/21	274,818.50	0.77	297.92	274,884.45	255,623.23
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	A+	A1	02/22/22	02/24/22	96,599.00	2.05	85.21	97,426.58	92,822.40
UNILEVER CAPITAL CORP (CALLABLE) CORPORA DTD 08/12/2021 0.626% 08/12/2024	904764BN6	A+	A1	08/09/21	08/12/21	175,000.00	0.63	149.11	175,000.00	162,439.20
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	A	A2	08/09/21	08/12/21	204,981.55	0.75	209.27	204,988.54	189,806.22
COOPERAT RABOBANK UA/NY CORPORATE NOTES DTD 08/22/2022 3.875% 08/22/2024	21688AAU6	A+	Aa2	08/15/22	08/22/22	464,786.10	3.90	1,952.03	464,797.80	455,891.58
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 0.657% 09/10/2024	38141GYE8	BBB+	A2	06/07/21	06/10/21	250,000.00	0.66	95.81	250,000.00	238,128.00
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/13/2021 0.625% 09/13/2024	89236TJN6	A+	A1	09/08/21	09/13/21	249,882.50	0.64	78.13	249,923.56	231,180.50
NESTLE HOLDINGS INC CORP NOTES (CALLABLE) DTD 09/14/2021 0.606% 09/14/2024	641062AU8	AA-	Aa3	09/07/21	09/14/21	545,000.00	0.61	155.96	545,000.00	503,922.81
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	A-	A2	10/16/20	10/21/20	475,000.00	0.81	1,677.94	475,000.00	451,248.58
COOPERATIVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025	21688AAS1	A+	Aa2	01/19/22	01/24/22	496,040.00	1.65	1,546.88	496,954.97	460,401.00



For the Month Ending September 30, 2022

## Managed Account Detail of Securities Held

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>										
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	A-	A3	01/11/22	01/13/22	499,605.00	1.53	1,625.00	499,699.06	464,122.00
LINDE INC/CT (CALLABLE) CORPORATE NOTES DTD 02/05/2015 2.650% 02/05/2025	74005PBN3	A	A2	03/04/22	03/08/22	329,735.25	2.13	1,339.72	328,727.85	310,340.55
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	A-	A2	02/22/22	02/24/22	123,847.50	2.20	351.56	124,081.42	116,941.37
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	A-	A2	01/31/22	02/07/22	214,993.55	1.88	604.69	214,994.94	201,139.17
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	A+	A1	03/09/21	03/11/21	240,104.25	1.00	876.56	233,690.58	215,722.35
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	A+	A1	09/23/21	09/27/21	359,698.50	0.96	840.00	356,800.73	326,912.25
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	A-	A1	02/09/21	02/16/21	295,000.00	0.56	207.61	295,000.00	275,730.31
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816CO0	BBB+	A2	03/01/22	03/04/22	119,878.80	2.29	202.50	119,902.13	112,595.28
AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816CO0	BBB+	A2	03/02/22	03/04/22	204,633.05	2.31	345.94	204,703.69	192,350.27
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	423.28	233,243.36	214,498.35

For the Month Ending September 30, 2022

**Managed Account Detail of Securities Held**

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
<b>Corporate Note</b>											
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	85.00	59,979.10	56,508.06
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	247.92	175,283.58	164,815.18
ROCHE HOLDINGS INC (CALLABLE) CORPORATE DTD 03/07/2022 2.125% 03/07/2025	771196BT8	1,295,000.00	AA	Aa2	03/03/22	03/10/22	1,295,000.00	2.13	1,610.55	1,295,000.00	1,221,495.80
ABBOTT LABORATORIES CORP NOTE (CALLABLE) DTD 03/10/2022 2.132% 03/10/2025	002824BB5	325,000.00	AA-	A1	03/10/22	03/14/22	330,018.00	2.41	426.11	329,016.39	312,608.73
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	3,375.00	235,128.83	215,938.58
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	3,900.00	239,812.07	229,827.84
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	6,887.50	499,890.99	478,321.00
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	02313SCE4	750,000.00	AA	A1	04/11/22	04/13/22	748,807.50	3.06	10,500.00	748,993.56	723,373.50
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	1,098.00	79,883.50	76,272.96
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	1,570.00	228,276.79	207,144.68



**Managed Account Detail of Securities Held** For the Month Ending **September 30, 2022**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>										
BANK OF NY MELLON (CALLABLE) CORP NOTES	06406RAN7	A	A1	03/10/22	03/14/22	243,977.50	2.41	1,744.44	245,042.16	230,160.75
DTD 04/24/2020 1.600% 04/24/2025										
BANK OF NY MELLON CORP (CALLABLE) CORP N	06406RBC0	A	A1	04/19/22	04/26/22	499,930.00	3.36	7,211.81	499,940.10	482,457.50
DTD 04/26/2022 3.350% 04/25/2025										
CINTAS CORPORATION NO. 2 CORP NOTE (CALL)	17252MAP5	A-	A3	05/02/22	05/04/22	144,575.15	3.55	2,056.58	144,633.46	140,434.82
DTD 05/03/2022 3.450% 05/01/2025										
CINTAS CORPORATION NO. 2 CORP NOTE (CALL)	17252MAP5	A-	A3	04/26/22	05/03/22	204,954.90	3.46	2,907.59	204,961.12	198,545.78
DTD 05/03/2022 3.450% 05/01/2025										
CITIGROUP INC (CALLABLE) CORPORATE NOTES	172967MX6	BBB+	A3	04/28/21	05/04/21	350,917.00	0.91	1,430.63	350,484.93	323,950.55
DTD 05/04/2021 0.981% 05/01/2025										
USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025	903270D89	AA	Aa1	05/23/22	05/26/22	523,283.25	3.49	6,152.34	523,488.43	506,657.55
CATERPILLAR FINL SERVICE CORPORATE NOTES	14913R2V8	A	A2	05/10/22	05/13/22	74,992.50	3.40	977.50	74,993.46	72,462.30
DTD 05/13/2022 3.400% 05/13/2025										
CATERPILLAR FINL SERVICE CORPORATE NOTES	14913R2V8	A	A2	05/10/22	05/13/22	224,714.25	3.44	2,932.50	224,751.01	217,386.90
DTD 05/13/2022 3.400% 05/13/2025										
GENERAL DYNAMICS CORP (CALLABLE) CORP NO	369550BG2	A-	A3	03/02/22	03/04/22	336,576.50	2.34	4,297.22	334,369.96	315,545.10
DTD 05/11/2018 3.500% 05/15/2025										
HERSHEY CO CORP NOTES (CALLABLE) DTD 06/01/2020 0.900% 06/01/2025	427866BF4	A	A1	02/23/22	02/25/22	240,037.50	2.17	750.00	241,859.50	226,195.75
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	A	A2	02/24/22	02/28/22	340,658.50	2.20	1,575.00	342,347.67	321,959.40

## Managed Account Detail of Securities Held

For the Month Ending September 30, 2022

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>										
JP MORGAN CHASE & CO (CALLABLE) CORP NOTE	46647PCH7	A-	A1	05/24/21	06/01/21	595,000.00	0.82	1,634.27	595,000.00	550,700.47
DTD 06/01/2021 0.824% 06/01/2025										
TRUIST FINANCIAL CORP NOTES (CALLABLE)	05531FBE2	A-	A3	02/07/22	02/09/22	499,358.00	2.09	5,663.06	494,531.77	458,745.50
DTD 06/05/2018 3.700% 06/05/2025										
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	63254ABD9	AA-	Aa3	05/31/22	06/09/22	565,000.00	3.50	6,152.22	565,000.00	544,515.36
DTD 06/09/2022 3.500% 06/09/2025										
NATIONAL RURAL UTIL COOP CORPORATE NOTES	63743HFE7	A-	A2	05/02/22	05/04/22	64,691.90	3.61	915.69	64,732.51	62,648.75
DTD 05/04/2022 3.450% 06/15/2025										
NATIONAL RURAL UTIL COOP CORPORATE NOTES	63743HFE7	A-	A2	04/27/22	05/04/22	84,977.05	3.46	1,197.44	84,980.08	81,925.30
DTD 05/04/2022 3.450% 06/15/2025										
NATIONAL RURAL UTIL COOP CORPORATE NOTES	63743HFE7	A-	A2	05/03/22	05/05/22	99,532.00	3.61	1,408.75	99,593.33	96,382.70
DTD 05/04/2022 3.450% 06/15/2025										
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	89236TKC8	A+	A1	06/27/22	06/30/22	224,786.25	3.98	2,246.56	224,804.39	220,025.03
DTD 06/30/2022 3.950% 06/30/2025										
JP MORGAN CHASE CORP NOTES (CALLABLE)	46625HMN7	A-	A1	03/10/22	03/14/22	489,834.25	2.91	3,910.83	487,190.91	458,619.63
DTD 07/21/2015 3.900% 07/15/2025										
MORGAN STANLEY CORP NOTES	6174468C6	A-	A1	06/22/22	06/24/22	224,581.50	4.06	1,700.00	224,618.33	218,216.25
DTD 07/23/2015 4.000% 07/23/2025										
IBM CORP CORPORATE NOTES	459200KS9	A-	A3	07/20/22	07/27/22	800,000.00	4.00	5,688.89	800,000.00	783,396.00
DTD 07/27/2022 4.000% 07/27/2025										
BANK OF AMERICA CORP NOTES	06051GFS3	A-	A2	03/10/22	03/14/22	490,665.50	2.84	3,067.71	488,117.96	459,998.08
DTD 07/30/2015 3.875% 08/01/2025										



For the Month Ending September 30, 2022

**Managed Account Detail of Securities Held**

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
<b>Corporate Note</b>											
COLGATE-PALMOLIVE CO CORPORATE NOTES	194162AM5	115,000.00	AA-	Aa3	08/01/22	08/09/22	114,894.20	3.13	514.95	114,899.29	110,750.29
WALMART INC CORPORATE NOTES DTD 08/09/2022 3.100% 08/15/2025	931142EW9	495,000.00	AA	Aa2	09/06/22	09/09/22	494,553.50	3.93	1,179.75	494,660.46	485,988.53
NESTLE HOLDINGS INC CORP NOTE DTD 09/09/2022 3.900% 09/09/2025	641062BA1	395,000.00	AA-	Aa3	09/06/22	09/13/22	394,869.65	4.01	790.00	394,871.79	387,917.26
HOME DEPOT INC NOTES (CALLABLE) DTD 09/13/2022 4.000% 09/12/2025	437076CR1	115,000.00	A	A2	09/12/22	09/19/22	114,958.60	4.01	153.33	114,959.05	112,995.55
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	110122DN5	250,000.00	A+	A2	02/22/22	02/24/22	236,870.00	2.23	718.75	238,987.43	222,289.25
STATE STREET CORP (CALLABLE) CORPORATE N	857477BR3	225,000.00	A	A1	02/02/22	02/07/22	225,000.00	1.75	600.19	225,000.00	208,196.78
MORGAN STANLEY CORP NOTES (CALLABLE)	61747YEM3	585,000.00	A-	A1	02/16/22	02/18/22	585,000.00	2.63	1,837.71	585,000.00	544,746.74
STATE STREET CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	857477BM4	510,000.00	A	A1	02/17/22	02/22/22	520,266.30	2.38	41.10	518,262.01	481,145.22
BANK OF NEW YORK MELLON CORP NOTES (CALL)	06406RBJ5	165,000.00	A	A1	07/19/22	07/26/22	165,000.00	4.41	1,315.00	165,000.00	161,242.46
BANK OF NEW YORK MELLON CORP 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	2,869.10	361,101.73	351,801.72
TRUIST FIN CORP NOTES (CALLABLE) DTD 07/26/2022 4.414% 07/24/2026	89788MAH5	140,000.00	A-	A3	07/25/22	07/28/22	140,000.00	4.26	1,043.70	140,000.00	136,559.64
TRUIST FIN CORP NOTES (CALLABLE) 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	1,304.63	175,164.62	170,699.55

**Managed Account Detail of Securities Held**

For the Month Ending **September 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
<b>Security Type Sub-Total</b>		<b>26,641,000.00</b>					<b>26,854,235.44</b>	<b>2.19</b>	<b>152,563.24</b>	<b>26,756,264.30</b>	<b>25,377,957.29</b>
<b>Certificate of Deposit</b>											
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	5,999.58	875,000.00	872,676.88
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	2,352.63	725,000.00	712,595.98
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 08/19/2022 4.100% 08/16/2024	22536AZR8	800,000.00	A+	Aa3	08/17/22	08/19/22	800,000.00	4.07	3,917.78	800,000.00	800,000.00
<b>Security Type Sub-Total</b>		<b>2,400,000.00</b>					<b>2,400,000.00</b>	<b>2.28</b>	<b>12,269.99</b>	<b>2,400,000.00</b>	<b>2,385,272.86</b>
<b>Bank Note</b>											
PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025	69353RE07	425,000.00	A	A2	08/09/22	08/11/22	417,775.00	3.89	4,604.17	418,134.49	407,212.05
<b>Security Type Sub-Total</b>		<b>425,000.00</b>					<b>417,775.00</b>	<b>3.89</b>	<b>4,604.17</b>	<b>418,134.49</b>	<b>407,212.05</b>
<b>Asset-Backed Security</b>											
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	12,906.43	AAA	Aaa	08/20/19	08/27/19	12,906.32	1.78	10.21	12,906.41	12,897.68
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	31,142.37	AAA	Aaa	09/22/20	09/29/20	31,139.38	0.45	4.28	31,141.45	31,098.28
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	63,255.45	AAA	NR	09/15/20	09/23/20	63,252.25	0.40	11.25	63,254.31	62,961.78
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	118,392.77	AAA	Aaa	03/02/21	03/10/21	118,389.01	0.29	5.72	118,391.05	117,155.27
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	20,067.30	AAA	NR	04/09/19	04/17/19	20,065.24	2.68	23.90	20,066.69	20,060.04
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	93,914.72	AAA	NR	10/01/19	10/08/19	93,907.47	1.94	55.67	93,912.23	93,745.57



For the Month Ending September 30, 2022

**Managed Account Detail of Securities Held**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>										
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	AAA	Aaa	04/13/21	04/21/21	249,970.83	0.39	29.79	249,984.87	245,374.15
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	AAA	NR	05/18/21	05/26/21	359,940.65	0.35	37.40	359,966.21	354,786.35
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	AAA	Aaa	01/21/20	01/29/20	72,461.26	1.85	40.97	72,466.32	72,107.10
HDWOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	AAA	Aaa	01/21/20	01/29/20	35,290.97	1.87	29.34	35,295.34	35,181.49
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	AAA	Aaa	07/21/20	07/27/20	163,417.68	0.44	31.96	163,424.18	160,810.78
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	AAA	NR	07/08/20	07/15/20	78,104.97	0.48	6.25	78,108.02	77,034.60
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	AAA	NR	01/14/20	01/22/20	109,099.43	1.89	91.66	109,111.19	108,090.99
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	AAA	NR	07/14/20	07/22/20	142,509.42	0.48	30.41	142,522.72	140,624.49
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	AAA	NR	06/16/20	06/23/20	147,179.09	0.55	35.98	147,184.70	144,568.36
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BA09	NR	Aaa	08/04/20	08/12/20	439,876.38	0.47	63.18	439,919.98	433,540.08
WCART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	AAA	NR	06/16/20	06/24/20	152,754.21	0.63	42.77	152,759.77	149,970.63
VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025	92868AAC9	NR	Aaa	06/07/22	06/14/22	164,986.87	3.44	173.43	164,988.13	162,080.87
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	57.87	209,971.54	199,380.36
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	AAA	NR	04/20/21	04/28/21	199,978.96	0.38	33.78	199,985.81	193,062.14

**Managed Account Detail of Securities Held** For the Month Ending **September 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
<b>Asset-Backed Security</b>											
KCOT 2021-2A A3	50117XAE2	350,000.00	NR	Aaa	07/20/21	07/28/21	349,986.81	0.56	87.11	349,990.42	325,593.41
DTD 07/28/2021 0.560% 11/17/2025											
HAROT 2021-4 A3	43815GAC3	270,000.00	NR	Aaa	11/16/21	11/24/21	269,943.08	0.89	66.00	269,954.73	255,896.23
DTD 11/24/2021 0.880% 01/21/2026											
CARMX 2021-2 A3	143140AC8	225,000.00	AAA	NR	04/13/21	04/21/21	224,951.51	0.52	52.00	224,966.03	217,846.04
DTD 04/21/2021 0.520% 02/17/2026											
HART 2021-C A3	44935FAD6	210,000.00	AAA	NR	11/09/21	11/17/21	209,953.13	0.75	69.07	209,962.22	198,317.83
DTD 11/17/2021 0.740% 05/15/2026											
FORDO 2022-A A3	345286AC2	255,000.00	AAA	NR	01/19/22	01/24/22	254,969.71	1.29	146.20	254,974.43	242,748.86
DTD 01/24/2022 1.290% 06/15/2026											
CARMX 2021-3 A3	14317DAC4	445,000.00	AAA	Aaa	07/21/21	07/28/21	444,926.80	0.55	108.78	444,944.45	423,866.68
DTD 07/28/2021 0.550% 06/15/2026											
BMWOT 2022-A A3	05602RAD3	295,000.00	AAA	Aaa	05/10/22	05/18/22	294,984.66	3.21	157.83	294,986.00	287,843.98
DTD 05/18/2022 3.210% 08/25/2026											
DCENT 2021-A1 A1	254683CP8	265,000.00	AAA	Aaa	09/20/21	09/27/21	264,943.26	0.58	68.31	264,954.80	245,333.85
DTD 09/27/2021 0.580% 09/15/2026											
COPAR 2021-1 A3	14044CAC6	270,000.00	AAA	Aaa	10/19/21	10/27/21	269,994.90	0.77	92.40	269,995.87	255,200.84
DTD 10/27/2021 0.770% 09/15/2026											
TAOT 2022-B A3	89238FAD5	285,000.00	AAA	Aaa	04/07/22	04/13/22	284,993.33	2.93	371.13	284,994.04	276,238.39
DTD 04/13/2022 2.930% 09/15/2026											
GMCAR 2021-4 A3	362554AC1	175,000.00	AAA	Aaa	10/13/21	10/21/21	174,995.54	0.68	49.58	174,996.40	165,088.07
DTD 10/21/2021 0.680% 09/16/2026											
HART 2022-A A3	448977AD0	275,000.00	AAA	NR	03/09/22	03/16/22	274,989.41	2.22	271.33	274,990.67	264,353.65
DTD 03/16/2022 2.220% 10/15/2026											
WCART 2021-D A3	98163KAC6	330,000.00	AAA	NR	10/26/21	11/03/21	329,955.05	0.81	118.80	329,963.31	314,230.46
DTD 11/03/2021 0.810% 10/15/2026											
KCOT 2022-1A A3	50117EAC8	505,000.00	NR	Aaa	03/15/22	03/23/22	504,927.79	2.67	599.27	504,936.11	478,952.86
DTD 03/23/2022 2.670% 10/15/2026											



For the Month Ending September 30, 2022

## Managed Account Detail of Securities Held

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>										
COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	AAA	NR	11/18/21	11/30/21	499,931.10	1.04	231.11	499,942.70	464,808.30
ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026	02008JAC0	AAA	Aaa	05/10/22	05/18/22	519,899.33	3.31	764.98	519,907.67	509,454.92
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	AAA	NR	01/11/22	01/19/22	214,981.32	1.26	112.88	214,984.02	204,679.05
KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	NR	Aaa	07/14/22	07/21/22	669,877.19	4.09	1,217.91	669,882.69	655,001.51
HDNOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027	41284YAD8	AAA	Aaa	04/12/22	04/20/22	504,915.92	3.06	686.80	504,923.75	487,909.84
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	AAA	Aaa	04/05/22	04/13/22	244,948.80	3.10	316.46	244,953.75	237,554.94
CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027	14317HAC5	AAA	Aaa	04/21/22	04/28/22	389,940.68	3.49	604.93	389,945.95	381,698.46
COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027	14041NFZ9	AAA	NR	03/23/22	03/30/22	499,962.30	2.80	622.22	499,966.15	480,387.85
TACT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027	89231CAD9	AAA	NR	08/08/22	08/16/22	224,962.40	3.76	376.00	224,963.42	220,781.25
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	AAA	NR	07/12/22	07/20/22	564,986.67	3.97	996.91	564,987.23	556,468.67
GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	NR	Aaa	07/06/22	07/13/22	339,997.65	3.64	515.67	339,997.76	333,765.62
COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041INGA3	AAA	NR	06/06/22	06/14/22	739,881.75	3.49	1,147.82	739,888.93	717,565.86
NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	AAA	Aaa	09/20/22	09/28/22	494,897.58	4.46	183.98	494,897.76	492,369.08
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	NR	Aaa	05/19/22	05/26/22	569,953.66	3.32	841.07	569,956.92	552,346.07

**Managed Account Detail of Securities Held** For the Month Ending **September 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
<b>Asset-Backed Security</b>											
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	814,832.60	789,678.28
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	665,000.00	AAA	Aaa	08/02/22	08/09/22	664,917.47	3.56	1,052.18	664,919.90	643,694.40
<b>Security Type Sub-Total</b>		<b>14,980,568.27</b>					<b>14,978,575.94</b>	<b>2.32</b>	<b>13,972.48</b>	<b>14,978,921.60</b>	<b>14,494,206.26</b>
<b>Managed Account Sub-Total</b>		<b>108,972,622.90</b>					<b>109,303,005.48</b>	<b>1.46</b>	<b>363,034.08</b>	<b>109,139,285.52</b>	<b>104,156,649.87</b>
<b>Securities Sub-Total</b>		<b>\$108,972,622.90</b>					<b>\$109,303,005.48</b>	<b>1.46%</b>	<b>\$363,034.08</b>	<b>\$109,139,285.52</b>	<b>\$104,156,649.87</b>
<b>Accrued Interest</b>										<b>\$363,034.08</b>	<b>\$363,034.08</b>
<b>Total Investments</b>											<b>\$104,519,683.95</b>



**Managed Account Security Transactions & Interest** For the Month Ending **September 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
<b>BUY</b>									
08/31/22 09/06/22	FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026	3136ARTE8	471,714.20	(455,738.56)	(177.02)	(455,915.58)			
09/06/22 09/09/22	WALMART INC CORPORATE NOTES DTD 09/09/2022 3.900% 09/09/2025	931142EW9	495,000.00	(494,653.50)	0.00	(494,653.50)			
09/06/22 09/13/22	NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025	641062BA1	395,000.00	(394,869.65)	0.00	(394,869.65)			
09/12/22 09/19/22	HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	115,000.00	(114,958.60)	0.00	(114,958.60)			
09/20/22 09/28/22	NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027	65480JAC4	495,000.00	(494,897.58)	0.00	(494,897.58)			
<b>Transaction Type Sub-Total</b>			<b>1,971,714.20</b>	<b>(1,955,117.89)</b>	<b>(177.02)</b>	<b>(1,955,294.91)</b>			

**INTEREST**

09/01/22 09/25/22	FN BM4614 DTD 10/01/2018 3.000% 03/01/2033	3140J9DU2	279,622.71	0.00	699.06	699.06			
09/01/22 09/25/22	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	152,407.47	0.00	289.57	289.57			
09/01/22 09/25/22	FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025	3137BN6G4	550,000.00	0.00	1,372.71	1,372.71			
09/01/22 09/25/22	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	268,955.56	0.00	562.57	562.57			
09/01/22 09/25/22	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,780.20	0.00	28.77	28.77			
09/01/22 09/25/22	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	1,983.74	0.00	3.46	3.46			
09/03/22 09/03/22	GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	0.00	4,500.00	4,500.00			
09/04/22 09/04/22	AMERICAN EXPRESS CO CORP NOTES (CALLABLE) DTD 03/04/2022 2.250% 03/04/2025	025816CO0	325,000.00	0.00	3,656.25	3,656.25			
09/06/22 09/06/22	EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	0.00	3,047.63	3,047.63			

**Managed Account Security Transactions & Interest** For the Month Ending **September 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
<b>INTEREST</b>									
09/07/22 09/07/22	JOHN DEERE CAPITAL CORP CORPORATE NOTES	24422EWB1	235,000.00	0.00	2,496.88	2,496.88			
09/08/22 09/08/22	DTD 03/07/2022 2.125% 03/07/2025 FREDDIE MAC NOTES	3137EAEW5	3,200,000.00	0.00	4,000.00	4,000.00			
09/10/22 09/10/22	DTD 09/04/2020 0.250% 09/08/2023 GOLDMAN SACHS GROUP INC (CALLABLE) CORP	38141GYE8	250,000.00	0.00	821.25	821.25			
09/10/22 09/10/22	DTD 06/10/2021 0.657% 09/10/2024 ROCHE HOLDINGS INC (CALLABLE) CORPORATE	771196BT8	1,295,000.00	0.00	13,804.70	13,804.70			
09/13/22 09/13/22	DTD 03/10/2022 2.132% 03/10/2025 TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	89236TJN6	250,000.00	0.00	781.25	781.25			
09/14/22 09/14/22	DTD 09/13/2021 0.625% 09/13/2024 NESTLE HOLDINGS INC CORP NOTES (CALLABLE)	641062AU8	545,000.00	0.00	1,651.35	1,651.35			
09/15/22 09/15/22	DTD 09/14/2021 0.606% 09/14/2024 MBART 2020-1 A3	58769VAC4	162,446.92	0.00	74.45	74.45			
09/15/22 09/15/22	DTD 06/23/2020 0.550% 02/18/2025 DCENT 2022-A3 A3	254683CW3	665,000.00	0.00	2,367.40	2,367.40			
09/15/22 09/15/22	DTD 08/09/2022 3.560% 07/15/2027 ABBOTT LABORATORIES CORP NOTE (CALLABLE)	002824BB5	325,000.00	0.00	4,793.75	4,793.75			
09/15/22 09/15/22	DTD 03/10/2015 2.950% 03/15/2025 HART 2021-C A3	44935FAD6	210,000.00	0.00	129.50	129.50			
09/15/22 09/15/22	DTD 11/17/2021 0.740% 05/15/2026 DCENT 2021-A1 A1	254683CP8	265,000.00	0.00	128.08	128.08			
09/15/22 09/15/22	DTD 09/27/2021 0.580% 09/15/2026 KCOT 2021-2A A3	50117XAE2	350,000.00	0.00	163.33	163.33			
09/15/22 09/15/22	DTD 07/28/2021 0.560% 11/17/2025 COPAR 2019-1 A3	14042WAC4	2,764.24	0.00	5.78	5.78			
09/15/22 09/15/22	DTD 05/30/2019 2.510% 11/15/2023 CARMX 2022-3 A3	14318MAD1	565,000.00	0.00	1,869.21	1,869.21			
	DTD 07/20/2022 3.970% 04/15/2027								



**Managed Account Security Transactions & Interest**

For the Month Ending **September 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
<b>INTEREST</b>											
	09/15/22	09/15/22	CARMX 2019-2 A3	14316LAC7	29,277.16	0.00	65.39	65.39			
			DTD 04/17/2019 2.680% 03/15/2024								
	09/15/22	09/15/22	TAOT 2022-B A3	89238FAD5	285,000.00	0.00	695.88	695.88			
			DTD 04/13/2022 2.930% 09/15/2026								
	09/15/22	09/15/22	KCOT 2022-1A A3	50117EAC8	505,000.00	0.00	1,123.63	1,123.63			
			DTD 03/23/2022 2.670% 10/15/2026								
	09/15/22	09/15/22	HDMOT 2022-A A3	41284YAD8	505,000.00	0.00	1,287.75	1,287.75			
			DTD 04/20/2022 3.060% 02/15/2027								
	09/15/22	09/15/22	HAROT 2019-3 A3	43815NAC8	21,165.12	0.00	31.39	31.39			
			DTD 08/27/2019 1.780% 08/15/2023								
	09/15/22	09/15/22	TAOT 2022-C A3	89231CAD9	225,000.00	0.00	681.50	681.50			
			DTD 08/16/2022 3.760% 04/15/2027								
	09/15/22	09/15/22	TAOT 2020-C A3	89237VAB5	180,702.24	0.00	66.26	66.26			
			DTD 07/27/2020 0.440% 10/15/2024								
	09/15/22	09/15/22	COPAR 2021-1 A3	14044CAC6	270,000.00	0.00	173.25	173.25			
			DTD 10/27/2021 0.770% 09/15/2026								
	09/15/22	09/15/22	DCENT 2022-A2 A	254683CS2	570,000.00	0.00	1,577.00	1,577.00			
			DTD 05/26/2022 3.320% 05/17/2027								
	09/15/22	09/15/22	CARMX 2021-3 A3	14317DAC4	445,000.00	0.00	203.96	203.96			
			DTD 07/28/2021 0.550% 06/15/2026								
	09/15/22	09/15/22	NAROT 2019-A A3	65479KAD2	3,259.51	0.00	7.88	7.88			
			DTD 02/13/2019 2.900% 10/15/2023								
	09/15/22	09/15/22	KCOT 2021-1A A3	50117TAC5	210,000.00	0.00	108.50	108.50			
			DTD 04/14/2021 0.620% 08/15/2025								
	09/15/22	09/15/22	WOART 2021-D A3	98163KAC6	330,000.00	0.00	222.75	222.75			
			DTD 11/03/2021 0.810% 10/15/2026								
	09/15/22	09/15/22	ALLYA 2022-1 A3	02008JAC0	520,000.00	0.00	1,434.33	1,434.33			
			DTD 05/18/2022 3.310% 11/15/2026								
	09/15/22	09/15/22	AMXCA 2022-2 A	02582JJT8	815,000.00	0.00	2,302.38	2,302.38			
			DTD 05/24/2022 3.390% 05/17/2027								
	09/15/22	09/15/22	MBALT 2020-B A3	58769EAC2	75,924.49	0.00	25.31	25.31			
			DTD 09/23/2020 0.400% 11/15/2023								
	09/15/22	09/15/22	HDMOT 2020-A A3	41284UAD6	43,659.00	0.00	68.04	68.04			
			DTD 01/29/2020 1.870% 10/15/2024								

**Managed Account Security Transactions & Interest** For the Month Ending September 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
<b>INTEREST</b>									
09/15/22 09/15/22	COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026	14041NFY2	500,000.00	0.00	433.33	433.33			
09/15/22 09/15/22	FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026	345286AC2	255,000.00	0.00	274.13	274.13			
09/15/22 09/15/22	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	225,000.00	0.00	97.50	97.50			
09/15/22 09/15/22	US TREASURY N/B NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	2,000,000.00	0.00	3,750.00	3,750.00			
09/15/22 09/15/22	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			
09/15/22 09/15/22	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	0.00	63.33	63.33			
09/15/22 09/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	120,145.84	0.00	189.23	189.23			
09/15/22 09/15/22	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WACO	166,206.47	0.00	87.26	87.26			
09/15/22 09/15/22	KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026	50117JAC7	670,000.00	0.00	2,283.58	2,283.58			
09/15/22 09/15/22	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	159,929.62	0.00	63.97	63.97			
09/15/22 09/15/22	HART 2022-A A3 DTD 03/15/2022 2.220% 10/15/2026	448977AD0	275,000.00	0.00	508.75	508.75			
09/15/22 09/15/22	NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	640,000.00	0.00	1,984.00	1,984.00			
09/15/22 09/15/22	COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027	14041NGA3	740,000.00	0.00	2,152.17	2,152.17			
09/15/22 09/15/22	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			
09/16/22 09/16/22	GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	245,000.00	0.00	632.92	632.92			
09/16/22 09/16/22	GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027	36265WAD5	340,000.00	0.00	1,031.33	1,031.33			



**Managed Account Security Transactions & Interest** For the Month Ending **September 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
<b>INTEREST</b>											
	09/16/22	09/16/22	GMCAR 2021-4 A3	362554AC1	175,000.00	0.00	99.17	99.17			
			DTD 10/21/2021 0.680% 09/16/2026								
	09/16/22	09/16/22	GMCAR 2022-1 A3	380146AC4	215,000.00	0.00	225.75	225.75			
			DTD 01/19/2022 1.260% 11/16/2026								
	09/18/22	09/18/22	CHARLES SCHWAB CORP NOTES (CALLABLE)	808513BN4	300,000.00	0.00	1,125.00	1,125.00			
			DTD 03/18/2021 0.750% 03/18/2024								
	09/20/22	09/20/22	GMALT 2020-3 A3	362569AC9	56,110.36	0.00	21.04	21.04			
			DTD 09/29/2020 0.450% 08/21/2023								
	09/20/22	09/20/22	VZOT 2020-B A	92290BAA9	500,000.00	0.00	195.83	195.83			
			DTD 08/12/2020 0.470% 02/20/2025								
	09/20/22	09/20/22	VZOT 2020-A A1A	92348TAA2	86,758.80	0.00	133.75	133.75			
			DTD 01/29/2020 1.850% 07/22/2024								
	09/20/22	09/20/22	VWALT 2022-A A3	92868AAC9	165,000.00	0.00	473.00	473.00			
			DTD 06/14/2022 3.440% 07/21/2025								
	09/20/22	09/20/22	GMALT 2021-2 A3	380144AC9	360,000.00	0.00	102.00	102.00			
			DTD 05/25/2021 0.340% 05/20/2024								
	09/20/22	09/20/22	VZOT 2019-C A1A	92348AAA3	123,108.25	0.00	199.03	199.03			
			DTD 10/08/2019 1.940% 04/22/2024								
	09/20/22	09/20/22	TLOT 2021-A A3	89238EAC0	250,000.00	0.00	81.25	81.25			
			DTD 04/21/2021 0.390% 04/22/2024								
	09/21/22	09/21/22	HAROT 2021-4 A3	43815GAC3	270,000.00	0.00	198.00	198.00			
			DTD 11/24/2021 0.880% 01/21/2026								
	09/23/22	09/23/22	INTER-AMERICAN DEVEL BK NOTES	4581X0DZ8	925,000.00	0.00	2,312.50	2,312.50			
			DTD 09/23/2021 0.500% 09/23/2024								
	09/25/22	09/25/22	BMWOT 2022-A A3	05602RAD3	295,000.00	0.00	789.13	789.13			
			DTD 05/18/2022 3.210% 08/25/2026								
	09/25/22	09/25/22	BMWLT 2021-1 A3	05591RAC8	136,817.01	0.00	33.06	33.06			
			DTD 03/10/2021 0.290% 01/25/2024								
	09/25/22	09/25/22	BMWOT 2020-A A3	09661RAD3	87,572.44	0.00	35.03	35.03			
			DTD 07/15/2020 0.480% 10/25/2024								
	09/30/22	09/30/22	US TREASURY NOTES	91282CDA6	2,500,000.00	0.00	3,125.00	3,125.00			
			DTD 09/30/2021 0.250% 09/30/2023								

**Managed Account Security Transactions & Interest** For the Month Ending September 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
<b>INTEREST</b>									
09/30/22	09/30/22 STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	510,000.00	0.00	7,397.55	7,397.55			
<b>Transaction Type Sub-Total</b>						<b>89,720.66</b>			
<b>PAYDOWNS</b>									
09/01/22	09/25/22 FNA 2013-M7 A2	3136AEGO4	22,393.40	22,393.40	0.00	22,393.40	(293.37)	0.00	
	DTD 05/01/2013 2.280% 12/01/2022								
09/01/22	09/25/22 FN BM4614	3140J9DU2	5,525.62	5,525.62	0.00	5,525.62	(362.62)	0.00	
	DTD 10/01/2018 3.000% 03/01/2033								
09/01/22	09/25/22 FHLMC MULTIFAMILY STRUCTURED P	3137B1BS0	35,427.45	35,427.45	0.00	35,427.45	(586.77)	0.00	
	DTD 05/01/2013 2.510% 11/01/2022								
09/01/22	09/25/22 FNA 2013-M7 A2	3136AEGO4	16,904.82	16,904.82	0.00	16,904.82	(105.34)	0.00	
	DTD 05/01/2013 2.280% 12/01/2022								
09/01/22	09/25/22 FHMS KJ27 A1	3137FO3V3	128.72	128.72	0.00	128.72	0.00	0.00	
	DTD 11/01/2019 2.092% 07/01/2024								
09/01/22	09/25/22 FHMS KP05 A	3137FKK39	29.24	29.24	0.00	29.24	0.00	0.00	
	DTD 12/01/2018 3.203% 07/01/2023								
09/15/22	09/15/22 COPAR 2019-1 A3	14042WAC4	2,764.24	2,764.24	0.00	2,764.24	0.56	0.00	
	DTD 05/30/2019 2.510% 11/15/2023								
09/15/22	09/15/22 MBART 2020-1 A3	58769VAC4	15,256.33	15,256.33	0.00	15,256.33	1.19	0.00	
	DTD 06/23/2020 0.550% 02/18/2025								
09/15/22	09/15/22 NAROT 2019-A A3	65479KAD2	3,259.51	3,259.51	0.00	3,259.51	0.49	0.00	
	DTD 02/13/2019 2.900% 10/15/2023								
09/15/22	09/15/22 WOART 2020-B A3	98163WAC0	13,440.28	13,440.28	0.00	13,440.28	1.05	0.00	
	DTD 06/24/2020 0.630% 05/15/2025								
09/15/22	09/15/22 HART 2019-3 A3	43815NAC8	8,258.69	8,258.69	0.00	8,258.69	0.07	0.00	
	DTD 08/27/2019 1.780% 08/15/2023								
09/15/22	09/15/22 HART 2020-B A3	44933FAC0	17,393.51	17,393.51	0.00	17,393.51	3.26	0.00	
	DTD 07/22/2020 0.480% 12/16/2024								
09/15/22	09/15/22 TAOT 2020-C A3	89237VAB5	17,271.98	17,271.98	0.00	17,271.98	1.33	0.00	
	DTD 07/27/2020 0.440% 10/15/2024								
09/15/22	09/15/22 HDMOT 2020-A A3	41284UAD6	8,360.33	8,360.33	0.00	8,360.33	1.82	0.00	
	DTD 01/29/2020 1.870% 10/15/2024								



**Managed Account Security Transactions & Interest**

For the Month Ending September 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
<b>PAYDOWNS</b>									
09/15/22 09/15/22	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	11,024.99	11,024.99	0.00	11,024.99	2.16	0.00	
09/15/22 09/15/22	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	9,209.86	9,209.86	0.00	9,209.86	0.94	0.00	
09/15/22 09/15/22	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	12,669.04	12,669.04	0.00	12,669.04	0.64	0.00	
09/20/22 09/20/22	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	60,031.23	60,031.23	0.00	60,031.23	12.61	0.00	
09/20/22 09/20/22	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	24,967.99	24,967.99	0.00	24,967.99	2.39	0.00	
09/20/22 09/20/22	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	29,193.53	29,193.53	0.00	29,193.53	2.25	0.00	
09/20/22 09/20/22	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	14,289.05	14,289.05	0.00	14,289.05	1.67	0.00	
09/20/22 09/20/22	GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	2.83	2.83	0.00	2.83	0.00	0.00	
09/25/22 09/25/22	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	18,424.24	18,424.24	0.00	18,424.24	0.58	0.00	
09/25/22 09/25/22	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	9,461.57	9,461.57	0.00	9,461.57	0.71	0.00	
<b>Transaction Type Sub-Total</b>			<b>355,688.45</b>	<b>355,688.45</b>	<b>0.00</b>	<b>355,688.45</b>	<b>(1,314.38)</b>	<b>0.00</b>	
<b>SELL</b>									
08/31/22 09/06/22	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAS4	320,000.00	311,865.60	155.56	312,021.16	(7,200.00)	(7,884.37)	FIFO
09/07/22 09/09/22	FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAS4	600,000.00	584,712.00	304.17	585,016.17	(13,536.00)	(14,824.00)	FIFO
09/07/22 09/13/22	US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	304,000.00	297,955.63	454.35	298,409.98	(13,252.50)	(8,958.49)	FIFO
<b>Transaction Type Sub-Total</b>			<b>1,224,000.00</b>	<b>1,194,533.23</b>	<b>914.08</b>	<b>1,195,447.31</b>	<b>(33,988.50)</b>	<b>(31,666.86)</b>	
<b>Managed Account Sub-Total</b>				<b>(404,896.21)</b>	<b>90,457.72</b>	<b>(314,438.49)</b>	<b>(35,302.88)</b>	<b>(31,666.86)</b>	



For the Month Ending September 30, 2022

Managed Account Security Transactions & Interest

CITY OF ANTIOCH, CA - 04380500

Total Security Transactions


(\$404,896.21)	\$90,457.72	(\$314,438.49)	(\$35,302.88)	(\$31,666.86)
----------------	-------------	----------------	---------------	---------------




## STAFF REPORT TO THE CITY COUNCIL

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

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

**SUBMITTED BY:** Kevin Scudero, Senior Planner 

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

**SUBJECT:** Travis Credit Union – Second Reading

---

### **RECOMMENDED ACTION**

1. It is recommended that the City Council adopt the ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-22-03).

### **FISCAL IMPACT**

There are no direct fiscal impacts incurred by the City for the approval of this ordinance.

### **DISCUSSION**

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the October 25, 2022 City Council meeting. This second reading will finalize the adoption of the ordinance.

### **ATTACHMENT**

- A. Planned Development Ordinance  
Exhibit A: Legal Description

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE  
THE APPROXIMATELY 1.48 ACRE TRAVIS CREDIT UNION PROJECT SITE (APN  
052-370-010) FROM PLANNED DEVELOPMENT DISTRICT TO PLANNED  
DEVELOPMENT DISTRICT  
(PD-22-03)**

The City Council of the City of Antioch does ordain as follows:

**SECTION 1:**

The City Council determined on October 25, 2022, that, the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Article 19, Section 15332 Infill Development.

**SECTION 2:**

At its regular meeting of October 5, 2022, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Planned Development District to Planned Development District (PD-22-03) for the Travis Credit Union Project.

**SECTION 3:**

The real property described in Exhibit A, attached hereto, is hereby rezoned from Planned Development District to Planned Development (PD-22-03) for the Travis Credit Union Project, and the zoning map is hereby amended accordingly.

**SECTION 4:**

The development standards, as defined below, for the subject property (APN 052-370-010), known as the Travis Credit Union Project, are herein incorporated into this ordinance, and are binding upon said property.

**Development Standards for the Travis Credit Union Project Planned Development District (PD-22-03)**

<b>Development Standards for Travis Credit Union Project</b>	<b>PD Zoning Standards for Travis Credit Union Project</b>
Maximum Height	35'
Maximum Lot Coverage	35%
Minimum Front Yard Landscaping Setback	From Hillcrest Avenue: 20'
Minimum Interior Side Setback	0'
Minimum Rear Yard Setback	10'
Minimum Lot Size	20,000 Square Feet
Parking	As required in Section 9-5.17 of the Antioch Municipal Code

**SECTION 5**

The allowed uses, as defined below, for the subject property (APN 052-370-010), known as the Travis Credit Union Project, are herein incorporated into this ordinance, and are binding upon said property.

Commercial Office Uses. Allowed uses shall be those uses as allowed in the C-O Commercial Office District as established in Section 9.5.3803 of the City of Antioch Municipal Code.

**SECTION 6:**

The City Council finds that the that the proposed zone reclassification will allow uses more suitable uses for the site than the present classification; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with the Antioch General Plan.

**SECTION 7:**

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*



**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 25<sup>th</sup> day of October, 2022, and passed and adopted at a regular meeting thereof, held on the 22<sup>nd</sup> of November, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

---

**Elizabeth Householder**  
**City Clerk of the City of Antioch**

## EXHIBIT A

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL ONE:

Lot 4, as shown on the Map of subdivision 7397, filed April 4, 1990, in Map [Book 344, at Page 1](#), Contra Costa County Records.

#### PARCEL TWO:

Portion of Lot 5, map of Subdivision 7397, filed April 4, 1990 in [Book 344 of Maps, Page 1](#), Contra Costa County Records, described as follows:

Beginning at the common intersection of Lots 3 and 5 and Hillcrest Avenue as shown on said map (344 M 1); thence along the common boundary of Lot 5 and Hillcrest Avenue South 44° 56' 43" East, 15.50 feet to the common boundary line of Lots 4 and 5; thence along said boundary line South 45° 03' 17" West, 330.73 feet to the common boundary of Lot 5 and Contra Costa Canal, said boundary being a 200.00 foot radius curve to the left; thence along said curve, through a central angle of 05' 14' 49", an arc distance of 18.32 feet; thence leaving said boundary, North 45° 03' 17" East, 42.84 feet to the common boundary of Lots 2 and 5; thence along said boundary North 45° 03' 17" East, 152.64 feet, to the common boundary of Lots 3 and 5; thence along said boundary North 45° 03' 17" East, 145.00 feet to the point of beginning.

#### EXCEPTING FROM PARCEL ONE AND TWO:

All oil, gas, casinghead gas, asphaltum and other hydrocarbons and all chemical gas now or hereafter found, situated or located in all or any portion of the lands described herein lying more than five hundred feet below the surface thereof, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbons and chemical gas lying below a depth of more than five hundred feet below the surface thereof, but without any right whatsoever to enter upon the surface of said lands or upon any portion thereof within five hundred feet vertical distance below the surface thereof, as reserved in the Deed from John R. Rademacher, dated February 23, 1979, recorded March 2, 1979, [Book 9247, Page 555](#), Official Records, Contra Costa County.

#### PARCEL THREE:

A right of way (not to be exclusive) as an appurtenance to Parcel One and Two above, and any subdivision or subdivisions thereof, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil, and sewer pipe lines, and for telephone, electric light and power lines, together with the necessary poles or underground conduits to carry said lines, over, under, and upon those portions of Lots 5 and 8 of said Subdivision 7397 designated as 26' P.U.E." and "31' P.U.E." on the filed Map, as said easement is set forth in the instrument recorded April 6, 1990, [Series No. 90-69969, Official Records](#).

EXCEPTING FROM PARCEL THREE: Any portion thereof lying within Parcel Two above.

APN: [052-370-010-2](#)



## STAFF REPORT TO THE CITY COUNCIL

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

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

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

**SUBJECT:** Purchase of Seven Code Enforcement Radios with Sole Source Justification in the amount of \$64,481.59

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the sole source request and purchase of 7 communication radios for the Code Enforcement Division (Exhibit A) in the amount of \$64,481.59; and
2. Authorizing the City Manager to execute the agreement.

### **FISCAL IMPACT**

The communication radios will be purchased with funds from the General Fund Code Enforcement budget. Funds were budgeted to support the expansion of the Code Enforcement Division from seven to fourteen Code Enforcement Officers.

### **DISCUSSION**

The Community Development Department is currently pursuing the hire of nine Code Enforcement Officers. Presently, the Code Enforcement Division only has enough communication radios for seven Officers. This action would authorize the purchase of an additional seven communication radios for the seven expected Officers. Because the purchase exceeds \$50,000 and is a sole source purchase, City Council approval is required.

The Code Enforcement Division seeks to purchase from Motorola Solutions, which services the existing communication radios. The sole source purchase is justified by the need to maintain consistency across all radio equipment.

- A. Resolution  
Exhibit A: Quote from Motorola Services

RESOLUTION NO. 2022/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SOLE SOURCE REQUEST FOR THE PURCHASE OF SEVEN  
COMMUNICATION RADIOS FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF  
\$64,481.59 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PURCHASING AGREEMENT**

**WHEREAS**, the Code Enforcement Division of the Community Development Department is currently hiring nine Code Enforcement Officers to fill existing vacancies; and

**WHEREAS**, the safe operation of a Code Enforcement Division requires a consistent and functional radio communications system, which the Code Enforcement Divisions currently employs; and

**WHEREAS**, the Code Enforcement Division only has seven communication radios and needs an additional seven radios for the future Code Enforcement Officers.

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

1. The City Council hereby approves the sole source request for the purchase of seven communication radios from Motorola Services.
2. The City Council hereby authorizes and directs the City Manager to execute a purchase agreement for these communication radios 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 22nd day of November 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

Billing Address:  
ANTIOCH, CITY OF  
PO BOX 5007  
Antioch, CA 94531  
US

Shipping Address:  
ANTIOCH, CITY OF  
200 H ST  
Antioch, CA 94509  
US

Quote Date:10/18/2022  
Expiration Date:12/17/2022  
Quote Created By:  
Dick Fasi  
dfasi@redcloudinc.com

End Customer:  
ANTIOCH, CITY OF

Contract: 17724 - HGAC (TX)-RA05-21  
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW5AN	APX 8000 ALL BAND PORTABLE MODEL 1.5	7	\$6,863.00	\$5,009.99	\$35,069.93
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	7	\$567.00	\$413.91	\$2,897.37
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	7	\$330.00	\$240.90	\$1,686.30
1c	QA00580AA	ADD: TDMA OPERATION	7	\$495.00	\$361.35	\$2,529.45
1d	QA05509AA	DEL: DELETE UHF BAND	7	-\$800.00	-\$584.00	-\$4,088.00
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	7	\$227.00	\$227.00	\$1,589.00
1f	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	7	\$0.00	\$0.00	\$0.00
1g	QA09001AB	ADD: WIFI CAPABILITY	7	\$330.00	\$240.90	\$1,686.30
1h	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	7	\$814.00	\$594.22	\$4,159.54
1i	H38BS	ADD: SMARTZONE OPERATION	7	\$1,650.00	\$1,204.50	\$8,431.50
1j	QA07682AA	ADD: SMARTCONNECT	7	\$0.00	\$0.00	\$0.00
1k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	7	\$110.00	\$80.30	\$562.10
1l	Q629AH	ENH: AES ENCRYPTION AND ADP	7	\$523.00	\$381.79	\$2,672.53



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	7	\$169.56	\$127.17	\$890.19
3	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	7	\$127.12	\$95.34	\$667.38
Subtotal						\$58,753.59
Estimated Tax						\$5,728.00
Grand Total				\$64,481.59(USD)		

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

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

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director

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

**SUBJECT:** Resolution Rescinding the COVID-19 Mandatory Testing and Vaccination Policy

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to rescind the COVID-19 Mandatory Testing and Vaccination Policy.

**FISCAL IMPACT**

Cost related to this policy for a third party to administer weekly testing is approximately \$40,000, since the adoption of the policy in September 2021.

**DISCUSSION**

During the September 14, 2021, City Council meeting, the City Council adopted Resolution No. 2021/158 for a COVID-19 Mandatory Testing and Vaccination Policy requiring vaccination or weekly testing for employees, contractors, and volunteers.

On October 21, 2022, Contra Costa County rescinded any and all Active Orders pertaining to COVID-19. The Contra Costa Health Services Department determined it was no longer necessary based on current trends and the availability of vaccinations and treatments.

City Council action is requested to rescind the City's current policy to align with the Contra Costa Health Services Department.

**ATTACHMENTS**

A. Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
RESCINDING THE COVID-19 TESTING AND VACCINATION POLICY**

**WHEREAS**, the City Council adopted a COVID-19 Testing and Vaccination Policy on September 14, 2021, in the interest of protecting the health, safety, and welfare of City personnel, community members with whom City personnel interact, and all residents and visitors of the City;

**WHEREAS**, the Contra Costa County issued a Health Order in September 14, 2021, mandating all personnel to verify vaccination status or be subject to weekly COVID-19 test requirement; and

**WHEREAS**, on October 21, 2022, Contra Costa County rescinded any and all Active Orders pertaining to COVID-19.

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

**Section 1.** The COVID-19 Testing and Vaccination Policy adopted by Resolution No. 2021/158 will be rescinded effective immediately.

**Section 2.** Future policy updates and implementation shall be administratively executed on an as needed basis by the City Manager with legal review by the City Attorney to ensure compliance with applicable Federal, State, and local laws and regulations.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November 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 November 22, 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 22<sup>nd</sup> day of November, 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:** November 22, 2022

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

**SUBMITTED BY:** Tasha Johnson, Public Safety & Community Resources Director *TJ*

**SUBJECT:** Request for Qualifications (RFQ) No. 090822: Mayor's Apprenticeship Program (MAP) - Selection of Rubicon Programs and Authorization to Enter Into an Agreement for Up to \$180,000 in American Rescue Plan Act (ARPA) Funding

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Selecting Rubicon Programs as the third-party provider for professional services for the Mayor's Apprenticeship Program; and
2. Authorizing the City Manager to execute an agreement with Rubicon Programs to provide professional services to the Mayor's Apprenticeship Program during the period of January 1, 2023 through December 31, 2023 for an amount not to exceed \$180,000.

**FISCAL IMPACT**

Not to exceed \$180,000 in American Rescue Plan Act funding authorized by City Council Resolution No. 2022/60 on April 12, 2022.

**DISCUSSION**

The Mayor's Apprenticeship Program (MAP) is a paid program in the City of Antioch for young adults ages 18-26. The pilot program will employ 20 participants who are underemployed, underserved and underestimated. The young adults selected will have multiple barriers that they are facing and may be justice involved, unhoused, former foster youth and more. Sixty (60) hours of workforce development training will take place prior to placement. Throughout the course of the part-time employment, participants will continue to receive hours of ongoing professional development through traditional workshops and experiential learning. Participants will be placed in a City department to practice, learn and hone skillsets that will equip them with the necessary tools to be successful in future employment. Upon completion of the training, participants will be placed in a position that best fits their interests and skillsets within a City of Antioch department for part-time employment. Support staff will work with

**L**

---

Agenda Item #

individuals to ensure they are assisted in navigating the myriad of challenges they may continue to face throughout their employment.

The goals of the MAP are:

- To develop a learning culture that encourages and supports training, continuing education, and professional development
- To strengthen the orientation of young adults to career pathways
- To generate marketable skills for the workforce
- To provide an opportunity to be an active member of the community and become economically self-sufficient.

The City of Antioch published RFQ No. 090822 on September 8, 2022 with a closing date of September 30, 2022. One proposal was received and reviewed. Rubicon Programs with a principal place of business in Richmond, California and a local office in Antioch, California was determined to be a qualified and suitable provider.

Rubicon Programs will:

- Provide sixty-hours of intensive work workforce development training that includes topics addressing hard, soft and life skills. Must offer multiple training sessions, if necessary, to maintain a minimum number of 20 participants throughout the program with the capacity to backfill open slots.
- Develop and support a training plan that ensures all MAP participants receive sufficient baseline and ongoing training in key skill areas related to their staff function.
- Provide regular trauma-informed supervision, debriefing, and support for all MAP participants of up to four hours a month.
- Propose an approach for tracking and measuring medical, behavioral health and other basic life needs such as shelter, food, and clothing.
- Provide a wellness and impact coach that will meet with MAP participants at a minimum of bi-monthly.
- Identify and provide information and referrals for community resources as needed for the MAP participant.
- Develop collaborative and mentoring relationships, including the training of the City of Antioch Public Works designated site supervisors.
- Coordinate and facilitate the distribution of initial 60 hours of training stipends for the MAP participants.
- Provide monthly attendance and work performance reports to the City of Antioch and other stakeholders tracking progress and allow for continuous improvement in areas of the participant experience and mentorship

## **ATTACHMENTS**

- A. Resolution
- B. RFQ No 090822
- C. Professional Services Agreement
  - a. Rubicon Programs Proposed and Approved Scope of Work
  - b. Approved Rubicon Budget and Narrative

**RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH SELECTING RUBICON PROGRAMS AS THE THIRD-PARTY PROVIDER FOR PROFESSIONAL SERVICES FOR THE MAYOR'S APPRENTICESHIP PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$180,000 IN AMERICAN RESCUE PLAN ACT FUNDING**

**WHEREAS**, youth and young adults in the City of Antioch, specifically in the Sycamore area, are adversely affected by lack of skills and employment opportunity and disproportionately impacted by the COVID-10 pandemic;

**WHEREAS**, making available a comprehensive workforce development program addresses the needs and helps to prepare a local future workforce;

**WHEREAS**, the Mayor's Apprenticeship Program (MAP) is envisioned to be a paid pilot program in the City of Antioch for young adults ages 18-26, which may employ up to 20 participants who are underemployed, underserved and underestimated;

**WHEREAS**, on September 8, 2022 the City of Antioch published RFQ No. 090822 seeking professional services for the Mayor's Apprenticeship Program;

**WHEREAS**, the RFQ closing date was September 30, 2022 and the City received one proposal from Rubicon Programs, which has a local office in Antioch; and

**WHEREAS**, City staff determined that the Rubicon Programs is a qualified and suitable professional services provider and presented the proposal to the City Council for consideration.

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

1. Selects Rubicon Programs as the third-party provider for professional services for the Mayor's Apprenticeship Program (MAP); and
2. Authorizes the City Manager to execute an agreement with Rubicon Programs for an amount up to \$180,000, in a form approved by the City Attorney, to provide workforce development training and ongoing support and professional development for Mayor's Apprentice Program participants.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22<sup>nd</sup> day of November, 2022 by the following vote:



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

November 22, 2022

Page 2

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



**REQUEST FOR QUALIFICATIONS  
Mayor's Apprenticeship Program (MAP) – a Pilot Initiative  
RFQ-090822**

Response Due Date:  
Friday, September 30, 2022 at 4PM

Department of Public Safety and Community Resources  
4703 Lone Tree Way  
Antioch, CA 94531  
(925) 779-7079

## **INTRODUCTION**

The City of Antioch seeks to create a comprehensive workforce development program for young adults experiencing a range of social determinants that negatively impact quality of life. Under the leadership and direction of Mayor Lamar Thorpe and the Antioch City Council, the Public Safety and Community Resources Department is pursuing the establishment of a workforce development program in the form of a pilot initiative called Mayor's Apprenticeship Program (MAP). The approach focuses on advancing innovation and best practices, placing high value on workforce and life skills, economic prosperity, and an individual's success.

MAP is a paid program with the City of Antioch for young adults ages 18-26. The pilot program will employ 20 participants who are underemployed, underserved, and underestimated. The young adults selected may possess multiple barriers such as justice involved, unhoused and former foster youth. Participants will receive 60 hours of paid initial workforce development training necessary prior to placement. Throughout the course of the part-time employment, participants will continue to receive monthly ongoing professional development through traditional workshops and experiential learning.

The desired impacts of a MAP provider are to:

- Provide for a minimum of 2 career opportunities and transformational experiences through training and work experience
- Train, employ and engage 20 young adults throughout a period of eight months
- Create a talent pipeline of job ready young adults evidenced by an 80% program completion retention rate
- Develop 3-5 specific community resource linkages for participants to receive individualized support services

Upon completion of the onboarding training, participants will be placed in the Public Works department of the City of Antioch to practice, learn, and hone skillsets that will equip them with the necessary tools to be successful in future employment. Support staff will work with individuals to ensure they are assisted in navigating the myriad of challenges they may continue to face throughout their employment.

The City of Antioch is seeking to retain the services/proposals from qualified organizations with capabilities that prepare young adults for employment, help workers advance in their careers, and ensure a skilled workforce, as well as provide for reliable data collection and consistent reporting practices necessary for the use of public funds. Tasks to be performed as part of the contract have the potential to cover a range of service deliverables. The successful contracted organization will immerse itself in the principles of the program design and partner in earnest with participants, and the City.

The deadline for submission of qualifications for this work is 4PM, Friday, September 30, 2022.

The contract intended to be awarded pursuant to this RFQ may be funded, in whole or in part, with American Rescue Plan Act funding. In submitting a proposal, respondents shall comply with all federal requirements set forth in this RFQ. The successful contractor will be required to comply with all federal funding requirements set forth in Exhibit C to the City's sample agreement, attached to this RFQ as Attachment B.

## **REQUIRED SERVICES**

The selected contractor shall be required to:

- Assist with comprehensive attraction, selection, and retention selection of qualified MAP applicants including application review and participation in interviews.
- Provide sixty-hours of intensive work workforce development training that includes topics addressing hard, soft and life skills. Must offer multiple training sessions, if necessary, to maintain a minimum number of 20 participants throughout the program with the capacity to backfill open slots.
- Develop and support a training plan that ensures all MAP participants receive sufficient baseline and ongoing training in key skill areas related to their staff function.
- Provide regular trauma-informed supervision, debriefing, and support for all MAP participants of up to four hours a month.
- Propose an approach for tracking and measuring medical, behavioral health and other basic life needs such as shelter, food, and clothing.
- Provide a wellness and impact coach that will meet with MAP participants at a minimum of bi-monthly.
- Identify and provide information and referrals for community resources as needed for the MAP participant.
- Develop collaborative and mentoring relationships, including the training of the City of Antioch Public Works designated site supervisors.
- Coordinate and facilitate the distribution of initial 60 hours of training stipends for the MAP participants.
- Provide monthly attendance and work performance reports to the City of Antioch and other stakeholders tracking progress and allow for continuous improvement in areas of the participant experience and mentorship.
- Participate in regularly scheduled MAP coordination meetings to ensure communication across stakeholder groups, review data and address unforeseen issues promptly.
- Participate in community and stakeholder meetings as requested by the City of Antioch.
- Design MAP pilot evaluation measuring desired outcomes

Additional items of work to be included under the contract anticipated to be awarded pursuant to this RFQ will be negotiated with the successful respondent.

The work shall comply with all current local ordinances, Federal and State laws.

## **MINIMUM QUALIFICATIONS**

1. Experience working with networks of youth service providers, with specialization in record expungement, trauma-informed care, and case management at the local County and/or state level.
2. Direct program service experience with individuals or groups in need of employment preparation and placement, industry-specific training, subsidized work experience, returning citizens or ex-offenders, low skilled/low-income communities, English language learners and community re-entry

centers.

3. Evidence of service benefitting organizational commitment to populations impacted by crime, homelessness, or criminal records, limited English proficiency.
4. Successful experience conducting community outreach and engagement activities for new program startup.
5. Demonstrated effectiveness using data collection and evaluation tools to benefit youth.
6. Working knowledge assessment tools and methods.

## **SUBMITTAL REQUIREMENTS**

Please include the following information in the proposal submittal:

- Introduction and Description – Provide a program description conveying an understanding of the issues and how the organization meets the minimum qualifications. Include a summary paragraph of the overall proposed approach, including how this program aligns with your organization’s values and capacity.
- Staffing Model for Program Management and Other Support Personnel – Provide an organizational chart with identified positions. Detail key individuals to be assigned to the program, their qualifications and respective roles. If subcontractors will be used in addition to a lead organization, the subcontracted positions and duties shall be clearly identified, and the resumes of proposed staff provided.
- Related Experience and References - Provide a list of 2 references, including the scope of work performed and contact information. Place emphasis on projects and services delivered to cities and communities.
- Availability – Identify the window of time indicating availability to start the program. The selected organization will be required to enter a written contract with the City of Antioch in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- City’s Services Contract – Identify any sections of the City’s sample agreement (Attachment B) that pose significant concerns and would require negotiation/modification to be acceptable.
- Estimated Budget – Provide an estimated budget for proposed services. The budget will be reviewed to determine if the proposed fees and costs are fair and reasonable.
- Non-Debarment Certification (Attachment C)- Provide the executed non-debarment certification in the form attached to this RFQ.

## **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

Respondents will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Evidence of compliance with the foregoing affirmative steps shall be provided when requested by the City.

### **PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS**

All correspondence shall be transmitted electronically to the attention of Tasha Johnson, Public Safety and Community Resources Director, at [tjohnson@antiochca.gov](mailto:tjohnson@antiochca.gov). The letter of interest and proposal shall be submitted as an Adobe Acrobat PDF file. The maximum number of attached pages (each printed side equals one page) for shall not exceed: **8 pages**. When emailing, please identify "Mayor's Apprenticeship Program (MAP) RFQ" in the subject line.

Respondents are solely responsible for any costs and expenses arising out of or related to their participation in this RFQ process.

### **QUESTIONS**

Questions can be submitted in writing to the attention of Tasha Johnson, Public Safety and Community Resources Director, at [tjohnson@antiochca.gov](mailto:tjohnson@antiochca.gov) no later September 14, 2022. Responses will be posted on the city website by no later than September 21, 2022.

### **EVALUATION OF PROPOSALS**

Written proposals will be reviewed and ranked based on the evaluation criteria referenced in Attachment A. The City reserves the right to interview all organizations or only those which are top ranked and short listed. Scores associated with written proposals and interviews will be equally weighted and evaluated along identical bases.

The City may, in its sole discretion, conduct negotiations with respondents and request best and final offers.

### **BASIS OF AWARD**

The City intends to award a contract to the responsive and responsible respondent whose proposal is determined to be the best overall value to the City based on the evaluation criteria outlined herein. After a respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by the City Council.

### **SCHEDULE OF EVENTS**

Bidders' Questions	September 14, 2022 at 4PM
Response to Bidders' Questions	September 21, 2022 at 5PM
Proposal, Rate Schedule & Budget Deadline	September 30, 2022 at 4PM in electronic form



\*Interviews  
Contract Negotiations  
Contract Award

October 18, 2022  
October 26, 2022  
\*\*November 8, 2022

\* The City may, at its discretion, request interviews from one or more respondents. No respondent shall be entitled to or otherwise guaranteed an interview with the City.

\*\*tentative

### **CITY RIGHTS**

The City may investigate the qualifications of any respondent under consideration, require confirmation of information furnished by a respondent, and require additional evidence of qualifications to perform the Scope of Work described in this RFQ. The City reserves the right to:

1. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or this RFQ process;
2. For any reason, withdraw, amend or cancel this RFQ, or any part hereof at any time without prior notice and the City makes no representations that any contract will be awarded pursuant to this RFQ;
3. Postpone opening of proposals for its own convenience;
4. Release the proposals received as public information, upon request after award (submitted proposals are not to be copyrighted);
5. Appoint an evaluation committee to review proposals;
6. Approve or disapprove the use of particular subcontractors;
7. Establish a short list of respondents eligible for interview after review of written proposals;
8. Negotiate with any, all or none of the respondents.

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
RUBICON PROGRAMS**

THIS AGREEMENT ("**Agreement**") is made and entered into this 15<sup>th</sup> day of November, 2022 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principal place of business at 2500 Bissell Avenue Richmond, CA 94804 and a local office at 200 H Street, Antioch, CA 94509 ("**City**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

**1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$180,000 notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.]

**2.3 Total Payment.** City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless

the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed one hundred and seventy-seven nine hundred nine dollars (\$177,909). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:  
Participant Stipends, Participant Support, Staff Travel

**2.6 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

**SECTION 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

**4.1 Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations,

property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

**4.2 Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.3 Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**4.4 Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

**4.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**4.5.4 Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

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

**4.5.6 *Claims made policies.*** If any of the required policies provide claims-made coverage:

**4.5.6.1** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

**4.5.6.2** Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**4.5.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.6 Certificate of Insurance and Endorsements.** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**4.7 Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

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

**4.9 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;



- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

**5.1** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

**5.2** By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

## **SECTION 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **SECTION 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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

Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

**8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

**9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant..

**9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

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

**10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would

place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

**10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Tasha Johnson ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

"DC" Carole Dorham-Kelly, Ph.D/Rubicon Programs  
418 West 4<sup>th</sup> Street  
Antioch, Ca 94509

Any written notice to City shall be sent to:

Public Safety & Community Resources Dept.  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

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



**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

**CONSULTANT:**

CITY OF ANTIOCH

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

By: \_\_\_\_\_  
"DC" Carole Dorham-Kelly, Ph.D

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Elizabeth Householder, MPP

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

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

*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*

EXHIBIT A  
SCOPE OF WORK

**Rubicon Programs Proposal**  
**Antioch Mayor's Apprenticeship Program RFQ-090822**

**Organizational Introduction and Description**

Rubicon Programs' 49 years of history serving East Bay communities position us well, and strongly equipped to design and implement a workforce pilot program in partnership with the City of Antioch and with the mayor's vision for a local Apprenticeship program for 20 transitional aged youth (TAY). Rubicon operates a Comprehensive Program site in Antioch, providing whole-person support under one roof. This office is conveniently located across the parking lot from the Nick Rodriguez Community Center.

Rubicon has a strong history of effective public partnerships. Dating back to 1973, Rubicon has extensive experience in administering public funds, including securing contracts from the Department of Labor (DOL), Department of Housing and Urban Development (HUD), Health and Human Services (HHS), the California Employment Development Department, local Public Housing Authorities, and local Workforce Investment Boards and TANF agencies. Rubicon consistently meets its performance benchmarks.

Some of Rubicon's current public contracts include the following:

- In 2022, Rubicon was awarded a \$500,00 contract from the CA EDD to partner with San Pablo Economic Development Corporation to provide job readiness support, work-based learning, and job placement to 120 low-income individuals disproportionately impacted by COVID-19. •  
In 2020, Rubicon was awarded a CA Workforce Development Board AB1111 contract of \$500,000 for 18 months to pilot a stipend-supported education and training program which started the same year in April. Rubicon is funded to serve several priority communities including unhoused, veterans, low-income, and justice-involved individuals.
- In 2019, Rubicon was awarded a contract from the California Governor's Office of Business and Economic Development (GO-Biz) for \$300,000 over two years to provide comprehensive employment services for justice involved adults.
- In 2019, Rubicon was awarded a three-year contract of \$2,266,667 per year from the Contra Costa County Administrator's Office of Reentry and Justice to provide countywide AB109 employment services. Rubicon applied for and was awarded a renewal contract in 2022.
- In 2018, as the lead agency of the newly established Contra Costa Workforce Collaborative (CCWC), Rubicon was awarded a \$1,050,000 (i.e. 2018-2021) contract, which was renewed in 2022 for 3 years (i.e. 2022-2025) from the Contra Costa County Workforce Development Board. Rubicon operates the only comprehensive AJCC in Contra Costa, coordinates WIOA services at 10 additional access points throughout the County and provides direct services at two access points in Antioch – 1) Rubicon Antioch on West 4<sup>th</sup> Street, and 2) at Opportunity Junction, a partner agency.

Rubicon's participant-centered, comprehensive program is built on a three-year model and delivers integrated, whole-person supports under one roof. Each Rubicon participant partners with an Impact Coach, who serves as their consistent source of support throughout their journey with Rubicon. Rubicon Programs has a longstanding history of providing comprehensive workforce programs, for communities of job seekers who experience barriers to access and mobility. Rubicon utilizes a holistic service model that addresses gaps in the social determinants of health, in addition to employment goals. Rubicon will provide a full scope of individualized services for TAY participants, including:

- Comprehensive Intake
- Creation and implementation of a goals plan, developed in partnership with each participant

- Individualized Coaching
- Supportive Work Experience
- Parent Coaching
- Participant Support (i.e. direct support for transportation, child care offset, emergency relief for unexpected “crisis,” etc.)

Rubicon’s staff team will also provide group services, including the following:

- Foundations Workshops: Two weeks of soft skills workshops (i.e. pre-placement) ( ~40 hours) ○ Topics include job readiness, wellness, financial health, legal services, leadership development, career pathways, and parenting.
- Job Club (weekly cohort check-ins) (1 hour/week) ○ Job Club runs parallel to apprenticeship placement and post-apprenticeship support.
  - Job Club includes career exploration, peer support, and leadership development. Rubicon’s job readiness services have been specifically designed to support formerly incarcerated individuals, when indicated. Rubicon provides a computer learning lab that will equip participants to learn computer basics all the way up to advanced computer skills. The computer learning lab will also support participants to conduct job search activities. Rubicon’s Financial Coach will teach participants how to access the Earned Income Tax Credit. Rubicon’s Employment Coach will be available onsite to assist all participants with developing their individual resumes, cover letters, and master applications. Staff will offer an ongoing series of mock interview sessions and workshops and provide job placement services. Staff will also offer on-going job retention services to ensure that participants placed in jobs have the support needed to stay permanently employed. Through the weekly cohort meetings, participants will learn soft skills, lifestyle management, and financial health so that they are successful in maintaining positive personal/professional relationships and constructive lifestyle behaviors.
- Hard Skills Classes (17+ Hours) ○ Including OSHA (10 hours), Forklift (7 hours), GED, and more.
- Post-Apprenticeship Support ○ 1:1 Coaching continues
  - Job Club, group support continues with an emphasis on career jobs, education, and training.
  - Business Services events, such as job fairs.

Since 2011, Rubicon has provided workforce services in Antioch that prioritize justice impacted and/or parenting individuals 18+, including individualized and group services that are strengths based, remove barriers to economic mobility, and foster peer support and community building.

**Employer Engagement:** Rubicon’s Business Services team identifies and cultivates employment opportunities and ongoing relationships with a wide range of employers and a special focus on identifying and cultivating employment opportunities to help program participants find and retain employment while meeting the hiring needs of employers in the competitive labor market. These services will assist in employment success following apprenticeship completion.

**Leadership Capacity:** Rubicon’s leadership has demonstrated capacity for designing and implementing TAY programs which center developmental needs in support of wellness, leadership, and employment. Rubicon’s President and CEO, Dr. Carole (DC) Dorham-Kelly, brings more than 10 years of experience designing, implementing and facilitating programs and services to TAY. As a licensed psychologist with lived and professional experience, she deeply understands the unique development needs of the TAY population.

Rubicon is deeply committed to and engaged in work throughout East Contra Costa County. This year, Rubicon's President and CEO was invited to serve as a member of the East Contra Costa Community Alliance (ECCCA). ECCCA is a collaborative of nonprofits dedicated to strengthening policies, services, and resources in East County. DC also serves as a Board Member for the Antioch Community Foundation, where she helps to guide the Foundation's giving strategies in Antioch.

Donté Blue, Rubicon's Chief Program Officer, has deep experience navigating and supporting partnerships between government agencies and local CBOs. Donté is a graduate of UC Berkeley and UCLA School of Law. Donté served as a reentry attorney, utilizing law as a tool to counter the devastating effects mass incarceration has on BIPOC communities. His criminal system reform work included working on grassroots efforts that grew into a national Ban the Box movement, and the enactment of legislation that protected the right to vote for justice-involved individuals. Donté also worked to create a new agency within Contra Costa County, the Office of Reentry and Justice, responsible for advancing reentry and social justice initiatives.

The Antioch program staff team includes 10 full-time employees. The following Antioch staff positions will be leveraged through a co-enrollment model of the Mayor's Apprenticeship Program (MAP) participants in Rubicon's programs. All MAP participants will be introduced to Rubicon's staff and services during the soft skills workshop series. Staff will provide more intensive, individualized support through co-enrollment in Rubicon Programs' core programs, offered in our Antioch office. Staff who will support MAP participants include:

- **Workforce Liaisons** (Business Services Team) - Develop relationships with employers leading to job opportunities for participants, facilitate the weekly Job Club, and produce on-site job fairs and other employer events.
- **Career Advisors** - Work with participants on career assessment and goal-setting; review employment, educational, and training background of participants; administer and interpret standardized career assessment tools and personality inventories; help participants create an individualized plan; act as a liaison between program and training providers; provide individual career coaching and group workshops in support of each MAP participant's career goals.
- **Employment Coaches** - Provide job readiness training and support integrated with digital literacy training in both one-on-one and group formats.
- **Staff Attorney** - Works as part of the integrated team to help reduce barriers to employment and financial stability. The attorney leads two workshops in the Core Workshop Series. The goal of the first workshop is to empower participants for effective navigation in their job and housing search by providing information about their rights and responsibilities when looking for housing and employment. The second workshop is co-facilitated with a Financial Coach and covers basic information regarding how to use credit responsibly, how to improve credit history, and rights around fair debt collection practices. The attorney also leads an elective workshop that addresses the impact of an individual's criminal history on his/her/their job search. The attorney provides general information about understanding background check reports, the potential remedies that may be available for some types of convictions, how certain convictions may impact eligibility for professional licensing or certain fields of employment, and what employers may ask about related to the individual's criminal history. Counseling may also be offered on other matters that impact the participant's employment or financial stability, including review of credit reports, child support obligations, and restoration of a driver's license.
- **Financial Coach** - Facilitates the financial health component of the job readiness curriculum and provides one-on-one coaching to help participants access the financial mainstream and build wealth through low-barrier and low/no-cost financial products and programs.

### **Staffing Model for Program Management and Other Support Personnel**

Rubicon's organizational chart has been included as an attachment. The staffing model which will support MAP pilot program participants throughout their experience includes the following:

- **Lead Impact Coach/Pilot Program Coordinator** ○ Provide 1:1 coaching and individualized, goal-oriented services to up to 20 young adults ○ Coordinate the delivery of 2-3 weeks soft skills workshops ○ Foster relationship with job site supervisors hosting apprenticeship placements ○ Leverage collaborative relationship to support problem solving and advocacy on behalf of participant with goal of minimizing program attrition and termination.
- **Parent Coach (Leveraged position)** ○ With co-enrollment in the parenting program:
  - Delivers parenting classes and support
  - With co-enrollment, provides 1:1 parent coaching
- **Workshop Facilitators (Leveraged positions)** ○ Coaches and facilitators are deeply experienced in delivering specialized content, including job readiness, career development, financial coaching, legal remedies, and health and wellness.
- **Business Services Team (Workforce Liaisons and Business Services Manager) (Leveraged positions)** ○ Rubicon's Business Services team identifies and cultivates job opportunities and ongoing relationships with a wide range of employers, with a special focus on identifying and cultivating employment opportunities to help program participants find and keep work while meeting the hiring needs of employers in the competitive labor market. These services will assist MAP participants to successfully obtain employment following their apprenticeship completion.

### **Related Experience and References**

1. Patrice Guillory  
Director, Office of Reentry & Justice  
Contra Costa County  
50 Douglas Drive, Suite 202  
Martinez, CA 94553  
925-313-4087 | Office  
[Patrice.Guillory@orj.cccounty.us](mailto:Patrice.Guillory@orj.cccounty.us)

The Office of Reentry and Justice administers AB109 funding in Contra Costa County. Rubicon has successfully delivered employment services to justice impacted jobseekers since 2011.

2. Shannon Starzyk, M.S.W.  
East Center Director  
Contra Costa Family Justice Center (East)  
3501 Lone Tree Way, Suite 4 Antioch,  
CA 94509 (925) 281-0970  
[shannon@cocofamilyjustice.org](mailto:shannon@cocofamilyjustice.org)

Rubicon partners with the Family Justice Center in East and West Contra Costa County to support individuals and families involved with and impacted by interpersonal violence. In Antioch, Rubicon partners with Family Justice Center (FJC) East. Currently, Rubicon is partnering with Family Justice Center, as we are both new members of the East Contra Costa County Alliance (ECCCA). Rubicon and FJC are leading ECCCA's efforts to facilitate Community Listening Sessions with East County residents, to be held in October 2022.



## **Availability**

### **October 2022: Pre-Implementation**

If selected as a CBO partner/lead agency for the MAP pilot implementation, Rubicon Programs will partner with the City of Antioch team to market, outreach, and generate referrals, interview, and select pilot program participants. Focus on partnership building with host sites, employers and supervisors that will be providing employment experiences for Mayor's apprentices. Partner with the City of Antioch to provide job specific training and onboarding.

### **November 2022 - June 2023: Implementation Period**

**November 2022:** Program intake, enrollment, and facilitation of Foundations Workshops. By the end of November, 10+ participants will be enrolled. We will structure staggered enrollments if needed.

**December 2022:** Launch of individual and group services. Apprenticeships will begin, with the Rubicon team will provide ongoing supportive services. Apprenticeships will continue for up to 6 months (i.e. a total of 480 hours for 24 weeks at 20 hours/week). Apprenticeship will be considered successful for all TAY participants who complete 400 hours, which is 83% or 20 of 24 weeks completed.

### **May 2023**

- Apprenticeship placements conclude.
- Transition support provided.
- Successfully obtain direct-hire employment at a wage of \$20+/hour.
- Enrollment in training or education aligned to identified career goal.
- Co-enrollment in other Rubicon programs, with continued follow up support; focused on retention support, career development, parenting, and/or mitigating legal barriers.

## **City's Services Contract**

Rubicon does not have any concerns about the City of Antioch's sample agreement, i.e. Attachment B.

## **MAP Pilot Budget**

Rubicon's estimated MAP pilot budget is detailed in the table below. The majority of personnel and administrative costs for this pilot are supported by leveraging Rubicon's existing staff and programs. The Pilot Program Coordinator/Lead Impact Coach will be funded through this budget to ensure the MAP pilot program participants have a structured and intentional cohort experience. In addition to the proposed MAP pilot program, TAY participants will have access to additional resources and more intensive services, as needed, via co-enrollment in other Rubicon offerings.

Participant support and training stipends are also critical program components to ensure resources are available to support participants in minimizing barriers to completing their apprenticeship.

Rubicon's operational costs for hospitality, food, and program activities are necessary to ensure an inviting program environment. The physical space and energy of Rubicon's Antioch site positively impacts the sense of belonging participants need to engage, build trusting relationships, and establish a connection and commitment to the program and their personal journey.

## **Non-Debarment Certification (Attachment C)**- See Attachment C.

President and CEO  
Dr. Carole Dorham-Kelly

Chief Programs Officer  
Donté Blue

Director Reentry  
Success Center  
Pat Mimms

Wellness Manager  
Marcia Miller

Director Workforce  
Services  
Vi Ngo

Director Community Based  
Programs  
Rhody McCoy

Director Organizational  
Impact  
Rick Wood

Office Manager  
Lead Reentry  
Coaches  
Reentry Coaches

Wellness Coaches  
Mental Health Clinician

Mgr. Concord AJCC  
LeRoy Gainey

**Business Services**  
Manager  
Gloribel Pastrana

**Workforce Liaisons**

Connections Manager  
Alisha Semplar

Senior Quality Assurance  
Manager  
Hallie Friedman

Site Manager - Richmond  
Lila Blanchard

Site Manager- Antioch  
Michelle Stewart

Site Manager - Concord  
Ron Thomas

**Antioch Community Based Team**  
Impact Coaches, Career Advisors, Financial  
Coaches, Employment Coaches, and  
Attorney

Richmond Community Based Team  
Impact Coaches, Career Advisors, Financial  
Coaches, Employment Coaches, and Attorney  
and FACT Program Mgr.

Concord Community Based Team  
Impact Coaches, Career Advisors,  
Financial Coaches, Employment  
Coaches, and Attorney

**ATTACHMENT C**  
**NON-DEBARMENT CERTIFICATE**

The undersigned hereby certifies that it and its principals (as defined in 2 C.F.R. §180.995 and supplemented by 2 C.F.R. §1532.995):

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(b) Have not within a three (3) year period preceding the date of this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding this procurement had one or more public transactions (federal, state or local) terminated for cause or default.

Name of Respondent: Rubicon Programs

By: Dr. Carole "DC" Dorham-Kelly

Title: President & CEO

Date: 9/30/2022

EXHIBIT B  
PAYMENT SCHEDULE

MAP Updated Budget and Budget Narrative (November 8, 2022)

<b>Personnel</b>		
	<b>Budget Narrative</b>	
Lead Impact Coach/ Pilot Coordinator	.5 FTE. An Existing Coach will be assigned to lead this time-limited project. This scope of work estimated to require half time allocation. We anticipate the demand on staff resource to be front loaded, requiring more time during launch	\$34,320
Chief Program Officer	.14 FTE Program leadership. Responsible for leveraging staff and resources to support this project. Integrating MAP into other Rubicon Program efforts. Integration supports continuity of support beyond the MAP timeline	\$20,000
Chief Executive Officer	.07 FTE Organizational leadership partnering with City of Antioch staff around messaging, strategy and sustainable partnerships to foster equity in access and economic opportunity for Antioch residents with barriers to employment	\$14,320
Personnel benefits	28% Average Fringe Rate covers health benefits, worker's comp, fees	\$19,219
Personnel Subtotal		\$87,859
<b>Program Operations</b>		
Participant Stipends	While participants are completing 3 weeks of soft skills workshops there are being compensated via stipends before having access to wages via apprenticeship placement. 5 hrs/day x \$21/ hr x 15 days = \$1,575 Per 20 participants	\$31,500
Participant Support	To assist with uncovered expenses and "personal emergencies" that may pose a threat to engagement and completion, each participant will have access to participant supports, up to \$1000. These funds may be used for a range of needs, not limited to food, transportation, childcare gaps, bill support, rent gaps) 1,000 per participant x 20	\$20,000
Programs Supplies	To create an inviting cohort environment to foster community building and program retention. Program Supplies will support hospitality, food, office supplies, and cohort activities/ outings. Estimated Breakdown: Daily x 3 weeks. 15 days (\$200/day) - \$3,000 1x/ month (group workshops and activities) \$400/ month - \$4,800 Office supplies – 1,200	\$9,000
Training Costs	Hard Skills training and certificates Including but not limited to OSHA-10 and Forklift training classes. Rubicon has other resources that will be leveraged to cover access to OSHA-10 and Forklift, Based on individual goals, participants may be supported with other training and certificates.	\$5,000
Staff travel	Covering staff transportation costs traveling between program sites and work sites. Estimated based on federal mileage reimbursement rate. . 56/ mile ~ 200 miles/ month = \$112 x 12	\$1,344
	Budget Subtotal	\$154,703
	Indirect 15%	\$23,205
	Budget Total	<b>\$177,909 (rounded)</b>

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

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

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

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

**SUBJECT:** Sixth Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. for Engineering Services During Construction for the Brackish Water Desalination Project; P.W. 694

---

**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 Brackish Water Desalination Project by \$1,503,000;
2. Approving the sixth amendment to the Consulting Services Agreement with Carollo Engineers, Inc. for Engineering Services During Construction for the Brackish Water Desalination Project in the amount of \$1,502,208 for a total contract amount of \$11,863,668 and extend the term of the agreement to December 31, 2024, in substantially the form attached as Exhibit "1" to the Resolution (Attachment "A"); and
3. Authorizing and directing the City Manager to execute the sixth amendment to the Consulting Services Agreement in a form approved by the City Attorney.

**FISCAL IMPACTS**

Approval of this resolution will amend the Fiscal Year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Brackish Water Desalination Project ("Project") by \$1,503,000. City staff have also submitted a request to increase the State Revolving Fund loan amount to cover this additional cost.

**DISCUSSION**

The Project is being implemented to improve the City's water supply reliability and provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant ("WTP").



On December 18, 2020, Council awarded the construction agreement to Shimmick Construction Company, Inc. ("Shimmick"). This project includes the construction of a brackish water desalination facility located within the fence line of the City's existing WTP with a capacity of 6 million gallons per day (mgd). The project also includes replacement of the City's existing San Joaquin River intake pump station with a new pump station, including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP. In addition, the project includes the construction of a 4.3-mile-long brine disposal pipeline from the new desalination facility to Delta Diablo to convey approximately 2 mgd of brine for discharge through Delta Diablo's existing wastewater outfall.

On August 11, 2015, the City Council awarded the original agreement to Carollo Engineers, Inc. ("Carollo") to perform an initial planning study of a brackish water treatment facility. This study identified the Department of Water Resources State Revolving Fund ("DWSRF") program as a means to provide project funding for permitting and environmental activities. Under a DWSRF planning loan, potential brine discharge locations and treatment techniques were investigated, and a preliminary environmental evaluation of the City's current water intake was performed.

On March 22, 2016, the City Council amended Carollo's agreement to include development of conceptual designs and cost estimates of a brackish water desalination facility. Various treatment processes were evaluated for a standalone facility, as well as one that utilizes portions of the existing plant for pretreatment activities. Brine management options were further evaluated. Finished water quality parameters of a brackish desalination plant were developed and verified to be attainable with the proposed treatment processes.

On March 14, 2017, the City Council amended Carollo's agreement to include developing the treatment technical parameters and a preliminary design of the brackish water desalination facility. Brine management approaches were finalized and a cooperative agreement with Delta Diablo to integrate disposal of brine from the brackish water desalination facility into the District's National Pollutant Discharge Elimination System ("NPDES") permit was negotiated and executed. Regulatory agencies were engaged, and Carollo commenced initial permitting activities. Environmental documentation required under the California Environmental Quality Act ("CEQA") was prepared and certified by the City Council on October 23, 2018.

On November 13, 2018, the City Council amended Carollo's agreement to include work required to complete project permitting, to secure additional project funding (DWR Desalination Grant and DWSRF low interest loan financing), and to prepare documents needed to execute a design-build contract for the construction of the Project.

On October 22, 2019, the City Council amended Carollo's agreement for the final design documents and bid package services under a design-bid-build delivery approach.

On October 13, 2020, City Council amended Carollo's agreement to provide engineering services during construction of the Project, which includes review of contractor submittals, responding to contractor requests for information, training, operations and maintenance

manuals, start-up assistance, and day-to-day engineering support to help ensure successful completion of the Project and additional services provided during the final design process.

Staff recommends approving the sixth amendment with Carollo to extend their engineering services during construction for the duration of the Project and to include optional tasks at the City's discretion.

The Project has experienced significant delays to the schedule as a result of the pandemic and supply chain related challenges. Several key pieces of equipment will not be available until early 2024. This requires the Engineering Services During Construction firm to work on this project for longer than originally expected. Staffing levels will be adjusted based on the amount of construction occurring at the job site.

## **ATTACHMENTS**

### **A. Resolution**



**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, APPROVING THE SIXTH  
AMENDMENT TO THE AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR  
ENGINEERING SERVICES DURING CONSTRUCTION AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE SIXTH AMENDMENT TO THE AGREEMENT  
FOR THE BRACKISH WATER DESALINATION PROJECT  
P.W. 694**

**WHEREAS**, on August 12, 2015, Carollo Engineers, Inc. ("Carollo") entered into a Consulting Services Agreement ("Agreement") to provide facility planning and funding assistance in the amount of \$100,000 for the Brackish Water Desalination ("Project");

**WHEREAS**, on March 23, 2016, City increased the compensation for Carollo in the amount of \$201,516 bringing the total compensation to an amount not to exceed \$301,516;

**WHEREAS**, on March 14, 2017, City increased the compensation for Carollo in the amount of \$797,555 bringing the total compensation to an amount not to exceed \$1,099,071;

**WHEREAS**, City Council approved an amendment increasing the fiscal year 2018/19 Capital Improvement Budget to increase Water Enterprise funding for this Project in the amount of \$2,971,989;

**WHEREAS**, on November 13, 2018, City increased the compensation for Carollo in the amount of \$2,971,989 for completion of permitting and preparation of design-build documents for this Project;

**WHEREAS**, on October 22, 2019, City increased the compensation for Carollo in the amount of \$1,955,424 for completion of design-bid-build final design documents and bid period services for this Project;

**WHEREAS**, on October 13, 2020, City amended the fiscal year 2020/21 Capital Improvements Budget to increase Water Enterprise funding for the Project by \$4,334,976 and increased the compensation for Carollo in the amount of \$4,334,976 bringing the total compensation to an amount not to exceed \$10,361,460; and

**WHEREAS**, on November 22, 2022 the City Council considered approving the sixth amendment to the Agreement with Carollo Engineers, Inc. for engineering services during construction in the amount of \$1,502,208 for a total contract amount of \$11,863,668 and extended the term of the agreement to December 31, 2024.

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

November 22, 2022

Page 2

**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 Brackish Water Desalination Project by \$1,503,000;
2. Approves the sixth amendment to the Consulting Services Agreement with Carollo Engineers, Inc. for Engineering Services During Construction related to the Brackish Water Desalination Project in the amount of \$1,502,208 for a total contract amount of \$11,863,668 and extend the term of the agreement to December 31, 2024 in substantially the form attached as Exhibit "1"; and
3. Authorizes and directs the City Manager to execute the sixth amendment to the Consulting Services Agreement with Carollo Engineers, Inc. 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 22<sup>nd</sup> day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**EXHIBIT "1"**

**AMENDMENT NO. 6 TO AGREEMENT**  
**FOR ENGINEERING SERVICES DURING CONSTRUCTION**  
**WITH CAROLLO ENGINEERS, INC.**  
**FOR THE BRACKISH WATER DESALINATION**  
**P.W. 694**

**THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 22<sup>nd</sup> day of November, 2022, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and CAROLLO ENGINEERS, INC., their address is 2795 Mitchell Drive, Walnut Creek, CA 94598-1601 ("Consultant").

**RECITALS**

**WHEREAS**, on August 12, 2015, Carollo Engineers, Inc. entered into an Agreement for Professional Consultant Services for the Brackish Water Desalinization Project ("Agreement") in the amount of \$100,000;

**WHEREAS**, on March 23, 2016, CITY increased the compensation for Carollo Engineers, Inc. in the amount of \$201,516 bringing the total compensation to an amount not to exceed \$301,516;

**WHEREAS**, on March 14, 2017, CITY increased the compensation for Carollo Engineers, Inc. in the amount of \$797,555 bringing the total compensation to an amount not to exceed \$1,099,071;

**WHEREAS**, on November 13, 2018, CITY increased the compensation for Carollo Engineers, Inc. in the amount of \$2,971,989 bringing the total compensation to an amount not to exceed \$4,071,060;

**WHEREAS**, on October 22, 2019, CITY increased the compensation for Carollo Engineers, Inc. in the amount of \$1,955,424 bringing the total compensation to an amount not to exceed \$6,026,484; and

**WHEREAS**, on October 13, 2020, CITY increased the compensation for Carollo Engineers, Inc. in the amount of \$4,334,976 bringing the total compensation to an amount not to exceed \$10,361,460.

**WHEREAS**, on November 22, 2022, the City Council approved the sixth amendment to the Agreement with Carollo Engineers, Inc. for engineering services during construction in the amount of \$1,502,208 for a total contract amount of \$11,863,668, extended the term of the agreement to December 31, 2024 and authorized the City Manager to execute the sixth amendment.

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

**1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:**

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to



Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, and Exhibit A to Amendment No. 6 of the Agreement at the time and place and in the manner specified therein ("Services"). In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

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

"The term of this Agreement shall begin on the date first noted above and shall end on **December 31, 2024**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, and Exhibit A to Amendment No. 6 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

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

"City hereby agrees to pay Consultant a sum not to exceed **Eleven Million Eight Hundred Sixty-Three Thousand, Six Hundred Sixty-Eight Dollars (\$11,863,668)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

CAROLLO ENGINEERS, INC.

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

By: \_\_\_\_\_  
Louis J. Carella  
Sr. Vice President

ATTEST:

\_\_\_\_\_  
Elizabeth Housholder  
City Clerk

APPROVED AS TO FORM:

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



## EXHIBIT "A"



2795 Mitchell Drive, Walnut Creek, California 94598-1601  
P. 925.932.1710

November 14, 2022

Mr. John Samuelson  
Public Works Director/City Engineer  
City of Antioch  
P.O. Box 5007, Antioch, CA 94531-5007

Subject: Proposed Cost Summary for Amendment No. 6 to City's Agreement with Carollo Engineers

Dear Mr. Samuelson:

Below is a summary of our proposed cost to extend our Engineering Services During Construction (ESDC) through completion of the City's Brackish Water Desalination project. The proposed costs below assume project completion by December 31, 2023. All other terms of our current agreement including labor rates will remain in effect.

• Additional Budget Proposed for Carollo Services	\$1,395,722
• Additional Budget Proposed for Subconsultant Services	<u>\$ 106,485</u>
• Total Additional Budget Proposed	\$1,502,207

We look forward to continuing working closely with the City through successful completion of the project. Please let me know if you have any questions or need further information.

Sincerely,

CAROLLO ENGINEERS, INC.

Scott C. Weddle  
Associate Vice President

AuthorInitials:sw

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

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

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

**SUBMITTED BY:** Carlos Zepeda, Deputy Public Works Director

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

**SUBJECT:** First Amendment to the Consulting Services Agreement with Gates and Associates for Landscape Architectural Services

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Approving the first amendment to the Consulting Services Agreement with Gates and Associates for Landscape Architectural Services in the amount of \$150,000 for a total agreement amount of \$200,000 and extending the term of the agreement to June 30, 2024, in substantially the form attached as Exhibit "1" to the Resolution ("Attachment A"), and
2. Authorizing and directing the City Manager to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

This action increases the Consultant Services Agreement ("Agreement") amount by \$150,000, to a not to exceed amount of \$200,000. Funding for this expenditure is included in the Fiscal Year 2022/23 approved budget within the Jacobsen and Marchetti Park Renovation Capital Improvement Project utilizing the Park in Lieu Fund and Prop 68 Grant funding.

**DISCUSSION**

The Public Works Department, through its Parks and Landscape Divisions, strives to maintain the City's landscaped areas in a safe and aesthetically pleasing manner for the residents of Antioch. As part of Public Works' ongoing efforts to upgrade and enhance both the City's parks and landscaped right of ways, staff selected Gates and Associates ("Consultant") of San Ramon CA, through a Request for Proposal process (RFP102920) which was published on October 29, 2020 and entered into an Agreement with this Consultant on December 9, 2020.

This request to increase the Agreement with Gates and Associates will allow for the upgrade and enhancement design of Jacobsen and Marchetti Parks. In addition, staff will use this amendment to address other needed park and landscape designs throughout the City of Antioch's parks and landscaped areas.

**ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE CONSULTANT SERVICE  
AGREEMENT WITH GATES AND ASSOCIATES FOR LANDSCAPE  
ARCHITECTURAL SERVICES AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT**

**WHEREAS**, the Public Works Department, through its Parks and Landscape Divisions, strives to maintain the City's landscaped areas in a safe and aesthetically pleasing manner for the residents of Antioch;

**WHEREAS**, Staff published a Request for Proposal (RFP) on October 29, 2020 for On-Call Landscape Architectural Services which closed on November 25, 2020;

**WHEREAS**, Gates and Associates was selected through the RFP process as one of the City's landscape design consultants to provide landscape design services as needed;

**WHEREAS**, on December 9, 2020, Gates and Associates entered into a Consulting Services Agreement ("Agreement") to provide on-call landscape architectural services in the amount of \$50,000;

**WHEREAS**, Staff has identified needed landscape design services to complete the Jacobsen and Marchetti Park Renovation Capital Improvement Project as well as other landscape enhancement projects throughout the City of Antioch; and

**WHEREAS**, on November 22, 2022, the City Council considered approving the first amendment to the Agreement with Gates and Associates for landscape architectural services in the amount of \$150,000 for a total Agreement amount of \$200,000 and extend the term of the Agreement to June 30, 2024.

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

1. Approves the first amendment to the Consulting Services Agreement with Gates and Associates for Landscape Architectural Services in the amount of \$150,000 for a total agreement amount of \$200,000 and extends the term of the agreement to June 30, 2024, in substantially the form attached as Exhibit "1", and
2. Authorizes and directs the City Manager to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.

\* \* \* \* \*

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

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

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## **EXHIBIT "1"**

### **AMENDMENT NO. 1 TO AGREEMENT FOR LANDSCAPE DESIGN SERVICES FOR JACOBSEN AND MARCHETTI PARKS**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR ON CALL LANDSCAPE ARCHITECTURAL SERVICES** is entered into this 22<sup>nd</sup> day of November 2022, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and GATES & ASSOCIATES, their address is 2671 Crow Canyon Road, San Ramon, CA 94583 ("**Consultant**").

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

**WHEREAS**, on December 9, 2020, City and Gates & Associates entered into an Agreement for On Call Landscape Architectural Services ("**Agreement**") in the amount of \$100,000;

**WHEREAS**, on November 22, 2022, the City Council approved the first amendment to the Agreement with Gates & Associates for landscape design services in the amount of \$100,000 for a total contract amount of \$200,000 and authorized the City Manager to execute the first amendment.

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

**1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:**

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

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

"City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Thousand Dollars (\$200,000)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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



CITY OF ANTIOCH:

GATES & ASSOCIATES

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

By: \_\_\_\_\_  
Casey Case, President

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT "A"



LANDSCAPE ARCHITECTURE • LAND PLANNING • URBAN DESIGN

10.28.2022 rev

Carlos Zepeda  
Deputy Public Works Director  
City of Antioch  
1201 W. 4<sup>th</sup> Street  
Antioch, CA 94531

Dear Carlos,

Thank you for the opportunity to submit the following proposal for landscape architectural services for **Marchetti Park Upgrade Project in Antioch.**

Please call me with any questions you have. If the attached workscope is acceptable, please sign a copy of this letter and return to us for our files.

Sincerely,

Erik Gellerman  
Senior Associate | Gates + Associates

## SCOPE OF SERVICES

This agreement is made as of 10.28.2022 by and between Gates + Associates, (GATES) [California License No. 6032], a California corporation, and City of Antioch (Client).

As provided in this Agreement, GATES will provide landscape architectural services for the following project (the "Project"):

*Based on the concept plan provided by the City, prepare construction drawings for park upgrades. Irrigation and tennis court assessments are included. Playground design/ detailing are being handle separately by the City and not part of this scope. Restroom information to be provided by the City and included in this project set.*

### I. BASIC SERVICES

#### A. Topographical Survey

1. DK engineers to perform topographic survey showing existing grades and conditions.

#### PRODUCTS:

Project survey files (electronic)

#### B. Geotechnical Services

1. Limited subsurface investigation with 5-7 hand augur borings to depths 3-5' BGS.
2. Laboratory testing
3. Engineering analysis and report preparation.
4. Geotechnical review of project plans.
5. Post-report consultation allowance.

#### C. Irrigation Assessment

1. Review existing irrigation system with park maintenance team to determine operating condition.
2. Provide a list of recommendations to update and improve irrigation function. Improvements to be incorporated into park irrigation design as directed by City.

#### PRODUCTS:

Written recommendations for irrigation improvements. (electronic)

#### D. Tennis Court Assessment

1. Vintage contractors to perform an assessment of the tennis court and provide recommendations for improvements in regards to surfacing and equipment. May include photos and sketches as needed.

#### PRODUCTS:

Written recommendations for basketball court improvements. (electronic)

### E. Construction Documents

1. Perform site visit to review existing conditions, including paving and existing trees.
2. Allowance for up to 2 meetings with the City to review project progress.
3. Work with the Client and Project Team to review schedule, construction costs and refinements of design documents to be shown in the construction documents.
4. Preparation of construction documents including:
  - a. Demolition plan (Dk engineers)
  - b. Grading and improvement plan (Dk engineers)
  - c. Horizontal control plan (Dk engineers)
  - d. Erosion control plan (Dk engineers)
  - e. Electrical drawings and details, including panel schedule, single line diagram.
  - f. Landscape layout plans
  - g. Landscape materials plans
  - h. Planting plans and details
  - i. Tennis court detailing based on court assessment.
  - j. Irrigation plans, details and water budget calcs
  - k. Landscape construction items (which might include such items as fences, shade structures, site furniture)
5. Specifications using the standard C.S.I. format.
6. Provide electronic plans for coordination, pricing, City Submittal at 75% and 100%.
7. Day-to-day coordination with Architect and other consultants as required. *Max 12 hours.*
8. Prepare engineers cost estimate.
9. Prepare written response to comments on revisions to the Construction Documents based on two sets of consolidated comments provided by the City.
10. Playground design and detailing is by others and not part of this scope.

PRODUCTS:

Plans and Specifications 75%, and 100% (electronic)

MEETINGS:

City Staff up to 2

F. Construction Administration

1. Attendance at pre-construction conference.
2. Review of submittals, shop drawings and respond to RFIs. *Max 12 hours.*

3. Preparation of clarifications drawings, coordination with Contractor and Project Team. *Max 8 hours*
4. A representative of GATES shall visit the site to ascertain if the landscape work is generally proceeding in conformance with the drawings and specifications. On the basis of such on-site observations, as landscape architect, GATES shall keep the Owner informed of the progress and quality of the work. Additional construction observation requested by the Client shall be billed as additional services.
5. Civil construction support. *Max 8 hours.*
6. Electrical construction support. *Max 8 hours.*

MEETINGS:

Pre-Construction	1
Site Visits	Up to 4

II. ADDITIONAL CONDITIONS

A. Exclusions

1. Items not specifically included above.
2. Storm water control plans
3. Storm water Pollution Prevention Plan (SWPPP)
4. Playground design and detailing.
5. PG&E submittals
6. Neighborhood or community meetings or outreach.

B. Meetings

1. Attendance at the aforementioned meetings is included in the scope of work. This proposal assumes that each meeting is a maximum of four (4) hours.
2. Additional meetings are not in the scope of this proposal and would be billed at the hourly rates described in Item IV.

C. Client shall provide all existing information necessary for the completion basic services as described in this letter of agreement.

D. The work described in Item I shall be performed as one set of Construction Documents. Splitting the project into more than one phase of construction or more than one project may require an increase in the fee shown in Item IV.

E. Opinions of Probable Construction Cost prepared by GATES are approximate only and do not take into account future market conditions or contractor's bidding methods. GATES has no control over costs of labor, materials or equipment and GATES estimates cannot be guaranteed.

- F. GATES is not responsible for means, methods, sequences, techniques and procedures of construction or for safety precautions associated with construction.
- G. GATES will endeavor to coordinate the surface grading and drainage work with the work of the project Civil Engineer as part of this contract. Grading plans, area drains with rim elevations, underground piping, invert elevations and connections to the storm sewer system are to be shown by the project Civil Engineer and are not a part of this contract.
- H. Regarding site lighting, GATES shall show light locations and assist with fixture selection. All electrical, structural and mechanical engineering shall be shown by other consultants. GATES will endeavor to coordinate its work with that of other consultants as part of this contract. All photometric studies per others.
- I. Regarding site structures, GATES shall show design characteristics and configuration of these features. All structural engineering, if required, shall be by other consultants and are not included in this contract.
- J. Regarding Geo Technical Soils Services, GATES will rely on soils reports and geo-technical information provided by client. Geotechnical services are not part of this contract.

### III. COMPENSATION FOR SERVICES

- A. The fee for the services indicated in Item I of this proposal shall be:

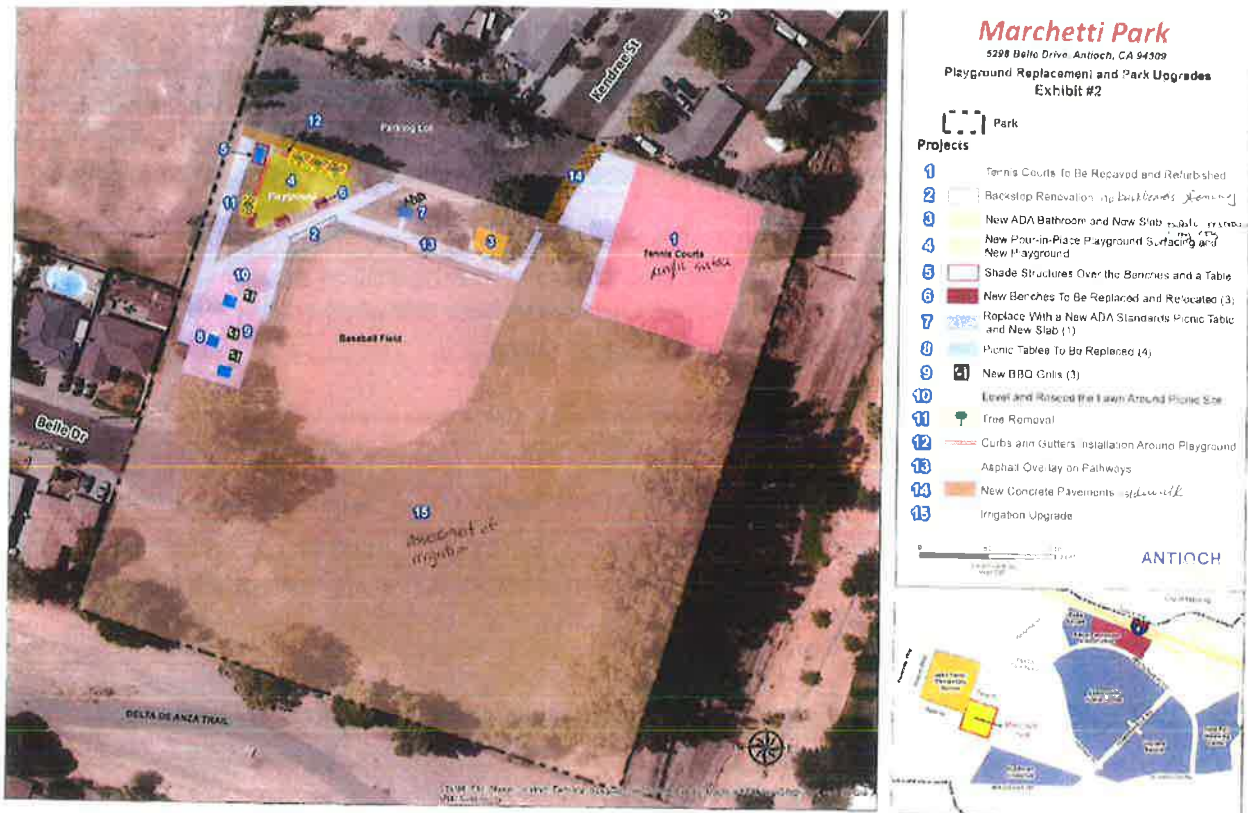
A.	Topographical Survey	\$4,540
B.	Geotechnical Services	\$15,750
C.	Irrigation Assessment	\$3,780
D.	Tennis Court Assessment	\$745
E.	Construction Documents	\$42,565
F.	Construction Administration	\$8,340

TOTAL	\$75,720
	+ reimbursables

- B. For billing procedures, see Appendix A.



C. Limit of Work diagram



#### IV. ADDITIONAL SERVICES

- A. Any extra services, including additional work or meetings, requested by the Client in addition to those indicated in this proposal shall be billed at the hourly rate listed below in addition to the fee indicated in Item III above.

Hourly Fees for Services of:	Rate Per Hour:
Partner	\$200.00-\$230.00
Principal	\$185.00 - \$200.00
Associate Principal	\$165.00 - \$185.00
Senior Associate	\$145.00 - \$165.00
Job Captain	\$135.00 - \$145.00
Irrigation Designer	\$180.00 - \$190.00
Marketing Coordinator	\$95.00-\$145.00
Administrative/Drafter	\$90.00 - \$135.00

Note: The hourly rates shown may be revised as described in Appendix A, but would not affect the amount of compensation shown in Item III.

- B. Additional services shall include but are not limited to the following:
1. Revisions to the design following commencement of the Construction Documents Phase.
  2. Additional meetings to those described above.
  3. Preparation of front end (boilerplate) non-technical specifications.
  4. Horticultural consulting and soils analysis.
  5. Prepare a Preliminary Opinion of Probable Cost broken down into major categories.

Accepted by:

\_\_\_\_\_  
Carlos Zepeda,  
City of Antioch

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

**APPENDIX A**  
**TERMS AND CONDITIONS OF AGREEMENT BETWEEN CLIENT**  
**AND DAVID L. GATES AND ASSOCIATES, INCORPORATED**

The following additional terms and conditions are appended to, and part of, the Agreement for professional services between Gates + Associates, Inc., (GATES) [California License No. 6032], a California corporation, and the City of Antioch (Client), dated 10.28.2022.

1. GATES will provide the Scope of Services as described. GATES agrees to perform the services set forth in this agreement, and Client agrees to pay for said services on the terms set forth in this agreement.
2. Additional Services not set forth in the Scope of Services include, but are not limited to, changes in the scope or detail of the work made at the request of Client; services made necessary by unforeseen conditions not disclosed to GATES at the time of entering into this agreement; and any other service performed by GATES not reasonably within the scope of the services envisioned at the time of entering into this agreement. All additions to the scope of work shall be in writing, and executed by the Client.
3. GATES's Fees shall be as described in the Scope of Services, plus Expenses. Expenses of consultants and other direct expenses shall be paid by the Client in the amount invoiced to GATES's plus ten percent (10%) for handling and indirect costs. These may include, but are not limited to irrigation consultants, printing and reproduction costs, mileage and travel costs, and other miscellaneous expenses.
4. Additional Services, requested and authorized by the Client, shall be paid on an hourly basis at the current standard scheduled rates below. GATES's hourly rate schedule may be adjusted on January 1 and July 1 of each year and shall apply for any services rendered after that date.

Hourly Fees for Services of:	Rate Per Hour:
Partner	\$200.00-\$230.00
Principal	\$185.00 - \$200.00
Associate Principal	\$165.00 - \$185.00
Senior Associate	\$145.00 - \$165.00
Job Captain	\$135.00 - \$145.00
Irrigation Designer	\$180.00 - \$190.00
Marketing Coordinator	\$95.00-\$145.00
Administrative/Drafter	\$90.00 - \$135.00

5. Invoices for Services and Reimbursables shall be provided by GATES each month and are payable upon receipt. You agree to review the invoice and ask any questions of GATES within ten (10) days of receipt. If we do not hear from you, the invoice shall be deemed proper and acceptable. If your balance is not paid within thirty (30) days from receipt, the unpaid balance will accrue interest at ten percent (10%) per annum compounded daily until paid in full.

6. GATES reserves the right to suspend work in the event invoices are past due. GATES may recommence work when full payment is received, including collection costs, attorney fees, and other costs, or other satisfactory arrangements are made with the Client. If a delinquency by Client occurs and GATES chooses not to suspend work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if GATES decides to so suspend its work, GATES shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such a work suspension. Client agrees to hold GATES harmless from and completely indemnify GATES from and against any and all damages, costs, attorney's fees, and/or other expenses which GATES may incur as a result of any claim by any person or entity arising out of such a suspension of work.
7. If any litigation, arbitration, or other legal action arising out of this contract ensues, the prevailing party shall be entitled to, without limitation, reasonable attorney's fees, collection expenses, expert fees, and costs.
8. This Agreement may be terminated by either Client or GATES by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay GATES for Services and Reimbursable Expenses performed or incurred prior to the termination date, plus all costs and expenses directly attributable to such termination for which GATES is not otherwise compensated.
9. Plans, drawings and specifications or other writings or documents prepared or provided by GATES hereunder are prepared for specific use by the Client on this Project only. Client agrees not to use the whole or part of said plans, drawings, and specifications or other writings or documents prepared or provided by GATES for other projects or extensions to the Project or any other purpose without the express written consent of GATES. GATES shall provide Client with a reproducible set of drawings and specifications for its records. Client further agrees to hold GATES harmless from and indemnify GATES from and against any and all damages, losses, costs, and/or expenses, including attorney's fees, which GATES may incur as a result of a claim by any party or entity, arising out of an unauthorized use of said plans, drawings, specifications, and/or documents.
10. Client agrees that GATES's liability for negligence to Client shall be limited to the amount paid by Client hereunder for GATES's fees for Basic Services and Additional Services.
11. This Agreement represents the entire Agreement between Client and GATES. This Agreement may be amended only by a writing signed by both Client and GATES.
12. This contract shall be governed by the laws of the State of California and shall be deemed to have been entered into in Walnut Creek, California, regardless of where it is physically executed. If suit or arbitration is filed to enforce this contract, the parties consent to personal jurisdiction in the courts of Contra Costa County, State of California, and waive the right to have the suit brought in, tried in, or removed to any other judicial jurisdiction.



LANDSCAPE ARCHITECTURE

LAND PLANNING

URBAN DESIGN

11.02.2022 rev

Carlos Zepeda  
Deputy Public Works Director  
City of Antioch  
1201 W. 4<sup>th</sup> Street  
Antioch, CA 94531

Dear Carlos,

Thank you for the opportunity to submit the following proposal for landscape architectural services for **Jacobsen Park Upgrade Project in Antioch**.

Please call me with any questions you have. If the attached workscope is acceptable, please sign a copy of this letter and return to us for our files.

Sincerely,

Erik Gellerman  
Senior Associate | Gates + Associates

## SCOPE OF SERVICES

This agreement is made as of 11.02.2022 by and between Gates + Associates, (GATES) [California License No. 6032], a California corporation, and City of Antioch (Client).

As provided in this Agreement, GATES will provide landscape architectural services for the following project (the "Project"):

*Based on the concept plan provided by the City, prepare construction drawings for park upgrades. Irrigation and basketball court assessments are included. Playground design and detailing is being handle separately by the City and not part of this scope.*

### I. BASIC SERVICES

#### A. Topographical Survey

1. DK engineers to perform topographic survey showing existing grades and conditions.

#### PRODUCTS:

Project survey files (electronic)

#### B. Irrigation Assessment

1. Review existing irrigation system with park maintenance team to determine operating condition.
2. Provide a list of recommendations to update and improve irrigation function. Improvements to be incorporated into park irrigation design as directed by City.

#### PRODUCTS:

Written recommendations for irrigation improvements. (electronic)

#### C. Basketball Court Assessment

1. Vintage contractors to perform an assessment of the basketball court and provide recommendations for improvements in regards to surfacing and equipment. May include photos and sketches as needed.

#### PRODUCTS:

Written recommendations for basketball court improvements. (electronic)

#### D. Construction Documents

1. Perform site visit to review existing conditions, including paving and existing trees.
2. Allowance for up to 2 meetings with the City to review project progress.



3. Work with the Client and Project Team to review schedule, construction costs and refinements of design documents to be shown in the construction documents.
4. Based on results from the topographical survey and prior to starting construction documents, provide up to 2 grading concepts that address accessibility into the park and around the playground. For review and approval from the City.
5. Preparation of construction documents including:
  - a. Demolition plan (Dk engineers)
  - b. Grading and improvement plan (Dk engineers)
  - c. Horizontal control plan (Dk engineers)
  - d. Erosion control plan (Dk engineers)
  - e. Landscape layout plans
  - f. Landscape materials plans
  - g. Planting plans and details
  - h. Basketball half court layout and detailing based on court assessment.
  - i. Irrigation plans, details and water budget calcs
  - j. Landscape construction items (which might include such items as fences, shade structures, site furniture)
6. Specifications using the standard C.S.I. format.
7. Provide electronic plans for coordination, pricing, City Submittal at 60%, 90% and 100%.
8. Day-to-day coordination with Architect and other consultants as required. *Max 12 hours.*
9. Prepare engineers cost estimate.
10. Prepare written response to comments on revisions to the Construction Documents based on two sets of consolidated comments provided by the City.
11. Playground design and detailing is by others and not part of this scope.

PRODUCTS:

Plans and Specifications 60%, 90% and 100% (electronic)

MEETINGS:

City Staff up to 2

E. Construction Administration

1. Attendance at pre-construction conference.
2. Review of submittals, shop drawings and respond to RFIs. *Max 12 hours.*
3. Preparation of clarifications drawings, coordination with Contractor and Project Team. *Max 8 hours*
4. A representative of GATES shall visit the site to ascertain if the landscape work is generally proceeding in conformance with the drawings and specifications. On the basis of such on-site observations, as landscape architect, GATES shall keep the Owner informed of the progress and quality of the work. Additional

construction observation requested by the Client shall be billed as additional services.

5. Civil construction support. Max 8 hours.

MEETINGS:

Pre-Construction	1
Site Visits	Up to 4

II. ADDITIONAL CONDITIONS

A. Exclusions

1. Items not specifically included above.
2. Storm water control plans
3. Storm water Pollution Prevention Plan (SWPPP)
4. Playground design and detailing.
5. Electrical plans
6. PG&E submittals
7. Neighborhood or community meetings or outreach.

B. Meetings

1. Attendance at the aforementioned meetings is included in the scope of work. This proposal assumes that each meeting is a maximum of four (4) hours.
2. Additional meetings are not in the scope of this proposal and would be billed at the hourly rates described in Item IV.

C. Client shall provide all existing information necessary for the completion basic services as described in this letter of agreement.

D. The work described in Item I shall be performed as one set of Construction Documents. Splitting the project into more than one phase of construction or more than one project may require an increase in the fee shown in Item IV.

E. Opinions of Probable Construction Cost prepared by GATES are approximate only and do not take into account future market conditions or contractor's bidding methods. GATES has no control over costs of labor, materials or equipment and GATES estimates cannot be guaranteed.

F. GATES is not responsible for means, methods, sequences, techniques and procedures of construction or for safety precautions associated with construction.

G. GATES will endeavor to coordinate the surface grading and drainage work with the work of the project Civil Engineer as part of this contract. Grading plans, area drains with rim elevations, underground piping, invert elevations and connections to the storm sewer system are to be shown by the project Civil Engineer and are not a part of this contract.

- H. Regarding site lighting, GATES shall show light locations and assist with fixture selection. All electrical, structural and mechanical engineering shall be shown by other consultants. GATES will endeavor to coordinate its work with that of other consultants as part of this contract. All photometric studies per others.
- I. Regarding site structures, GATES shall show design characteristics and configuration of these features. All structural engineering, if required, shall be by other consultants and are not included in this contract.
- J. Regarding Geo Technical Soils Services, GATES will rely on soils reports and geo-technical information provided by client. Geotechnical services are not part of this contract.

### III. COMPENSATION FOR SERVICES

- A. The fee for the services indicated in Item I of this proposal shall be:

A.	Topographical Survey	\$4,540
B.	Irrigation Assessment	\$2,580
C.	Basketball Court Assessment	\$645
D.	Construction Documents	\$34,835
E.	Construction Administration	\$6,490

TOTAL	\$49,090
	+ reimbursables

- B. For billing procedures, see Appendix A.

C. Limit of Work diagram



#### IV. ADDITIONAL SERVICES

- A. Any extra services, including additional work or meetings, requested by the Client in addition to those indicated in this proposal shall be billed at the hourly rate listed below in addition to the fee indicated in Item III above.

Hourly Fees for Services of:	Rate Per Hour:
Partner	\$200.00-\$230.00
Principal	\$185.00 - \$200.00
Associate Principal	\$165.00 - \$185.00
Senior Associate	\$145.00 - \$165.00
Job Captain	\$135.00 - \$145.00
Irrigation Designer	\$180.00 \$190.00
Marketing Coordinator	\$95.00-\$145.00
Administrative/Drafter	\$90.00 - \$135.00

Note: The hourly rates shown may be revised as described in Appendix A, but would not affect the amount of compensation shown in Item III.

- B. Additional services shall include but are not limited to the following:
1. Revisions to the design following commencement of the Construction Documents Phase.
  2. Additional meetings to those described above.
  3. Preparation of front end (boilerplate) non-technical specifications.
  4. Horticultural consulting and soils analysis.
  5. Prepare a Preliminary Opinion of Probable Cost broken down into major categories.

Accepted by:

\_\_\_\_\_  
Carlos Zepeda,  
City of Antioch

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

**APPENDIX A  
TERMS AND CONDITIONS OF AGREEMENT BETWEEN CLIENT  
AND DAVID L. GATES AND ASSOCIATES, INCORPORATED**

The following additional terms and conditions are appended to, and part of, the Agreement for professional services between Gates + Associates, Inc., (GATES) [California License No. 6032], a California corporation, and the City of Antioch (Client), dated 11.02.2022.

1. GATES will provide the Scope of Services as described. GATES agrees to perform the services set forth in this agreement, and Client agrees to pay for said services on the terms set forth in this agreement.
2. Additional Services not set forth in the Scope of Services include, but are not limited to, changes in the scope or detail of the work made at the request of Client; services made necessary by unforeseen conditions not disclosed to GATES at the time of entering into this agreement; and any other service performed by GATES not reasonably within the scope of the services envisioned at the time of entering into this agreement. All additions to the scope of work shall be in writing, and executed by the Client.
3. GATES's Fees shall be as described in the Scope of Services, plus Expenses. Expenses of consultants and other direct expenses shall be paid by the Client in the amount invoiced to GATES's plus ten percent (10%) for handling and indirect costs. These may include, but are not limited to irrigation consultants, printing and reproduction costs, mileage and travel costs, and other miscellaneous expenses.
4. Additional Services, requested and authorized by the Client, shall be paid on an hourly basis at the current standard scheduled rates below. GATES's hourly rate schedule may be adjusted on January 1 and July 1 of each year and shall apply for any services rendered after that date.

Hourly Fees for Services of:	Rate Per Hour:
Partner	\$200.00-\$230.00
Principal	\$185.00 - \$200.00
Associate Principal	\$165.00 - \$185.00
Senior Associate	\$145.00 - \$165.00
Job Captain	\$135.00 - \$145.00
Irrigation Designer	\$180.00 - \$190.00
Marketing Coordinator	\$95.00-\$145.00
Administrative/Drafter	\$90.00 - \$135.00

5. Invoices for Services and Reimbursables shall be provided by GATES each month and are payable upon receipt. You agree to review the invoice and ask any questions of GATES within ten (10) days of receipt. If we do not hear from you, the invoice shall be deemed proper and acceptable. If your balance is not paid within thirty (30) days from receipt, the unpaid balance will accrue interest at ten percent (10%) per annum compounded daily until paid in full.



6. GATES reserves the right to suspend work in the event invoices are past due. GATES may recommence work when full payment is received, including collection costs, attorney fees, and other costs, or other satisfactory arrangements are made with the Client. If a delinquency by Client occurs and GATES chooses not to suspend work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if GATES decides to so suspend its work, GATES shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such a work suspension. Client agrees to hold GATES harmless from and completely indemnify GATES from and against any and all damages, costs, attorney's fees, and/or other expenses which GATES may incur as a result of any claim by any person or entity arising out of such a suspension of work.
7. If any litigation, arbitration, or other legal action arising out of this contract ensues, the prevailing party shall be entitled to, without limitation, reasonable attorney's fees, collection expenses, expert fees, and costs.
8. This Agreement may be terminated by either Client or GATES by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay GATES for Services and Reimbursable Expenses performed or incurred prior to the termination date, plus all costs and expenses directly attributable to such termination for which GATES is not otherwise compensated.
9. Plans, drawings and specifications or other writings or documents prepared or provided by GATES hereunder are prepared for specific use by the Client on this Project only. Client agrees not to use the whole or part of said plans, drawings, and specifications or other writings or documents prepared or provided by GATES for other projects or extensions to the Project or any other purpose without the express written consent of GATES. GATES shall provide Client with a reproducible set of drawings and specifications for its records. Client further agrees to hold GATES harmless from and indemnify GATES from and against any and all damages, losses, costs, and/or expenses, including attorney's fees, which GATES may incur as a result of a claim by any party or entity, arising out of an unauthorized use of said plans, drawings, specifications, and/or documents.
10. Client agrees that GATES's liability for negligence to Client shall be limited to the amount paid by Client hereunder for GATES's fees for Basic Services and Additional Services.
11. This Agreement represents the entire Agreement between Client and GATES. This Agreement may be amended only by a writing signed by both Client and GATES.
12. This contract shall be governed by the laws of the State of California and shall be deemed to have been entered into in Walnut Creek, California, regardless of where it is physically executed. If suit or arbitration is filed to enforce this contract, the parties consent to personal jurisdiction in the courts of Contra Costa County, State of California, and waive the right to have the suit brought in, tried in, or removed to any other judicial jurisdiction.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

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

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

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

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

**SUBJECT:** Sustainable Groundwater Management Act Implementation Round 2 Funding Application to the California Department of Water Resources for the East Contra Costa Groundwater Subbasin; P.W. 704-3

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing preparation and submittal of a Sustainable Groundwater Management Act implementation round 2 funding application to the California Department of Water Resources for the East Contra Costa groundwater subbasin in Contra Costa County, CA.

**FISCAL IMPACT**

The Fiscal Year 22/23 Capital Improvement Budget includes adequate funding through the Water Enterprise Fund.

**DISCUSSION**

In August 2014, the California Legislature passed, and in September 2014 the Governor signed legislation creating the Sustainable Groundwater Management Act ("SGMA") to provide local groundwater sustainability agencies ("GSAs") with the authority and technical and financial assistance necessary to sustainably manage groundwater.

SGMA requires sustainable management through the development of groundwater sustainability plans ("GSPs"), which can be a single plan developed by one or more GSAs or multiple coordinated plans within a basin or subbasin. SGMA requires a GSA be formed to manage groundwater in all basins designated by the California Department of Water Resources ("DWR") as a medium or high priority, including the East Contra Costa ("ECC") Subbasin.

City of Antioch ("Antioch"), City of Brentwood ("Brentwood"), Byron-Bethany Irrigation District ("BBID"), Contra Costa Water District ("CCWD"), Contra Costa County ("County"), Diablo Water District ("DWD"), East Contra Costa Irrigation District ("ECCID"), and Discovery Bay Community Services District ("Discovery Bay") were formed as GSAs, with the exception of CCWD, for the purposes of sustainably managing groundwater in the

East Contra Costa Subbasin within their jurisdictional boundaries, pursuant to the requirements of SGMA and have the authority to draft, adopt, and implement a GSP.

On May 9, 2017, the GSAs entered into a Memorandum of Understanding ("Agreement") with all other GSAs within the East Contra Costa Subbasin along with CCWD for the purpose of jointly developing a single GSP for the ECC Subbasin and coordinating sustainable groundwater management in the Subbasin. The Brentwood GSA submitted an Initial Notification to DWR on behalf of all the GSAs to jointly develop a GSP for the Subbasin on February 12, 2018.

A group ("Working Group") consisting of the GSAs and CCWD has coordinated efforts to develop a single draft GSP for the Subbasin on behalf of the GSAs. Portions of draft GSP were released for public and local agency review during GSP development. The entire draft document was released on September 7, 2021.

The ECC Subbasin has submitted its adopted GSP to DWR and is now pursuing GSP implementation funding from the SGMA Implementation Round 2 funding cycle through DWR to assist with implementation costs. The ECC Subbasin is authorized to prepare a complete SGMA Implementation Round 2 Application, with review by the ECC Working Group, for submittal to DWR that is consistent with DWR Guidelines and Proposal Solicitation Package ("PSP") documentation, as well as its adopted GSP goals, objectives and priority actions.

The City of Brentwood is acting as the lead agency for the ECC Working Group per the GSP Implementation Memorandum of Understanding ("MOU") executed by the ECC GSAs on May 11, 2022 to complete the SGMA grant program application for GSP implementation for the ECC Subbasin and to enter into an agreement with the State of California to receive grant funding.

## **ATTACHMENTS**

A: Resolution



## ATTACHMENT "A"

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

#### RESOLUTION AUTHORIZING PREPARATION AND SUBMITTAL OF A SUSTAINABLE GROUNDWATER MANAGEMENT ACT IMPLEMENTATION ROUND 2 FUNDING APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE EAST CONTRA COSTA GROUNDWATER SUBBASIN IN CONTRA COSTA COUNTY, CA P.W. 704-3

**WHEREAS**, in August 2014, the California Legislature passed, and in September 2014 the Governor signed, legislation creating the Sustainable Groundwater Management Act ("SGMA") "to provide local groundwater sustainability agencies ("GSAs") with the authority and technical and financial assistance necessary to sustainably manage groundwater" (Wat. Code, § 10720, (d));

**WHEREAS**, SGMA requires sustainable management through the development of groundwater sustainability plans ("GSPs"), which can be a single plan developed by one or more groundwater sustainability agencies ("GSAs") or multiple coordinated plans within a basin or subbasin (Wat. Code, § 10727);

**WHEREAS**, SGMA requires a GSA be formed to manage groundwater in all basins designated by the California Department of Water Resources ("DWR") as a medium or high priority, including the East Contra Costa ("ECC") Subbasin;

**WHEREAS**, City of Antioch ("Antioch"), City of Brentwood ("Brentwood"), Byron-Bethany Irrigation District ("BBID"), Contra Costa Water District ("CCWD"), Contra Costa County ("County"), Diablo Water District ("DWD"), East Contra Costa Irrigation District ("ECCID"), and Discovery Bay Community Services District ("Discovery Bay") were formed as GSAs [except CCWD] for the purposes of sustainably managing groundwater in the East Contra Costa Subbasin within their jurisdictional boundaries, pursuant to the requirements of SGMA;

**WHEREAS**, the GSAs have the authority to draft, adopt, and implement a GSP (Wat. Code, § 10725 *et seq.*);

**WHEREAS**, on May 9, 2017, the GSAs entered into a Memorandum of Understanding ("Agreement") with all other GSAs within the ECC Subbasin along with CCWD for the purpose of jointly developing a single GSP for the East Contra Costa Subbasin and coordinating sustainable groundwater management in the Subbasin (Wat. Code, §10727(a)(2));

**WHEREAS**, the Brentwood GSA submitted an Initial Notification to DWR on behalf of all the GSAs to jointly develop a GSP for the Subbasin on February 12, 2018;

**WHEREAS**, a group ("Working Group") consisting of the GSAs and CCWD has coordinated in the Subbasin to draft a single groundwater sustainability plan;

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

November 22, 2022

Page 2

**WHEREAS**, on behalf of the GSAs, the Working Group developed the draft GSP and released portions of the draft GSP for public and local agency review during GSP development and released the entire draft on September 7, 2021;

**WHEREAS**, the ECC Subbasin submitted its adopted GSP to DWR by the January 31, 2022 submittal deadline;

**WHEREAS**, the ECC Subbasin is now pursuing GSP implementation funding from the SGMA Implementation Round 2 funding cycle through DWR with applications due by November 30, 2022;

**WHEREAS**, the ECC Subbasin is authorized to prepare a complete SGMA Implementation Round 2 Application, with review by the ECC Working Group, for submittal to DWR that is consistent with DWR Guidelines and Proposal Solicitation Package ("PSP") documentation, as well as its adopted GSP goals, objectives and priority actions; and

**WHEREAS**, the City of Brentwood is acting as the lead agency for the ECC Working Group per the GSP Implementation Memorandum of Understanding ("MOU") executed by the ECC GSAs on May 11, 2022 to complete the SGMA grant program application for GSP implementation for the ECC Subbasin and to enter into an agreement with the State of California to receive grant funding.

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

1. Finds that the recited facts are true and that it has the jurisdiction to consider, approve, and adopt this Resolution;
2. Resolves that an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management Grant Program Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the California Budget Acts of 2021 and 2022;
3. Be it further resolved that the City of Brentwood has the authority on behalf of the East Contra Costa Working Group and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the East Contra Costa Subbasin Groundwater Sustainability Plan Implementation; and

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

November 22, 2022

Page 3

4. Authorizes and directs the City Manager of the City of Brentwood, or designee, to prepare the necessary data, conduct investigations, prepare and file such application, execute a grant funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22<sup>nd</sup> day of November 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 November 22, 2022

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

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager *RBM*

**SUBJECT:** Amendment to Memorandum of Understanding (MOU) Between the City of Antioch and Contra Costa County Health, Housing & Homelessness (H3) for the Delta Landing Interim Housing Program

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution amending the MOU Between the City of Antioch and Contra Costa County Health, Housing & Homelessness (H3) for the Delta Landing Interim Housing Program.

### **FISCAL IMPACT**

Estimated at \$70/night for 15 beds for a total amount of no greater than \$31,940/month to be paid from General Fund resources allocated for this purpose.

### **DISCUSSION**

The City Council approved a Memorandum of Understanding with Contra Costa County Health, Housing and Homeless Services (H3) for the Delta Landing Interim Housing Program in the neighboring community of Pittsburg, California on December 14, 2021. The Delta Landing Interim Housing Program ultimately opened its doors in February of 2022 and began receiving City of Antioch referrals as part of Coordinated Entry.

The initial reason for the City's interest in the Delta Landing Interim Housing Program was recognition of the time needed to establish the City of Antioch's own Non-Congregate Bridge Housing Program within its City limits. The MOU enabled the City to initiate its own City referrals to the Delta Landing Interim Housing Program facility at the initial rate of \$52/night for a period of one year and a maximum of 15 beds at any one time.

H3 has experienced costs at the actual rate of \$92/night and requests a change of rate to \$70/night to extend the term of the agreement. The Amendment shall propose a month-to-month arrangement at the revised bed rate of \$70/night. A minimum of 30 calendar days advance notice shall be provided to H3 to discontinue the agreement.

### **ATTACHMENTS**

A. Resolution

- B. Memorandum of Understanding Amendment No. 1
- C. Executed Memorandum between City of Antioch and H3

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING AMENDMENT NO. 1 TO THE MEMORANDUM OF  
UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND CONTRA  
COSTA COUNTY HEALTH, HOUSING AND HOMELESS SERVICES (H3) FOR THE  
DELTA LANDING INTERIM HOUSING PROGRAM**

**WHEREAS**, the City Council approved a Memorandum of Understanding with Contra Costa County Health, Housing and Homeless Services (H3) for the Delta Landing Interim Housing Program in the neighboring community of Pittsburg, California on December 14, 2021;

**WHEREAS**, the Delta Landing Interim Housing Program ultimately opened its doors in February of 2022 and began receiving City of Antioch referrals as part of Coordinated Entry;

**WHEREAS**, the initial reason for the City's interest in the Delta Landing Interim Housing Program was recognition of the time needed to establish the City of Antioch's own Non-Congregate Bridge Housing Program within its City limits;

**WHEREAS**, the MOU enabled the City to initiate its own City referrals to the Delta Landing Interim Housing Program facility at the initial rate of \$52/night for a period of one year and a maximum of 15 beds at any one time; and

**WHEREAS**, H3 has experienced costs at the actual rate of \$92/night and requests a change of rate to \$70/night to extend the term of the agreement.

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

1. Authorizes the City to amend the MOU on a month-to-month basis at the revised bed rate of \$70/night.
2. Requires that the final form of the amendment shall be in substantial conformance with the draft document and subject to the final approval of the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22<sup>nd</sup> day of November, 2022 by the following vote:

**AYES:**

**NOES:**

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

November 22, 2022

Page 2

**ABSTAIN:**

**ABSENT:**

---

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



**AMENDMENT NO. 1 TO  
MEMORANDUM OF UNDERSTANDING  
DELTA LANDING INTERIM HOUSING PROGRAM**

This First Amendment to the Memorandum of Understanding (MOU) by and between the County of Contra Costa, acting through its Health, Housing, and Homeless Services Department (**H3**) and the City of Antioch (**City**) is entered into this [REDACTED] day of [REDACTED] 2022.

1. Section III. "City Obligations" shall be amended to read as follows:

**III. City Obligations**

City agrees to the following amended terms with respect to its referrals to the Facility:

- A. City will pay H3 a rate of \$70 per bed per night and will only pay this rate for actual bed nights utilized by City Clients.
2. Section IV. "Other Terms" subsections 1. and 9. shall be amended to read as follows:

**IV. Other Terms**

1. The term of the MOU is amended to reflect a month-to-month basis and may exceed a total amount of \$284,700.
9. The referenced MOU and Amendment No. 1 constitute the entire Agreement between the City and H3.

All other terms and conditions of the Memorandum of Understanding dated January 1, 2022 shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

I hereby certify that I have read and agree to all terms as written in the MOU and Amendment No. 1.

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_

Cornelius H. Johnson, City Manager

**COUNTY:**

CONTRA COSTA COUNTY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Elizabeth Householder, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_

Thomas Lloyd Smith, City Attorney

**APPROVED AS TO FORM**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





**MEMORANDUM OF UNDERSTANDING  
DELTA LANDING INTERIM HOUSING PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (**MOU**) is entered into this 1st day of January, 2022 (**Effective Date**) by and between the County of Contra Costa, on behalf of its Health, Housing, and Homeless Services Division (**H3**) and the City of Antioch (**City**).

**I. Purpose**

The purpose of this MOU is to set forth the respective obligations of H3 and the City with regard to housing and support services to persons experiencing homelessness as part of the Delta Landing Interim Housing Program. The City seeks to make referrals of participants to said program and pay County on behalf of H3, up to \$284,700, on a per-night bed rate, pursuant to the terms and conditions of this MOU.

In consideration of the mutual promises set forth herein, City and H3 agree as follows:

**II. H3 Obligations**

H3 agrees to subcontract with a provider for the provision of the following services with respect to the Delta Landing Interim Housing Program facility located at 2101 Loveridge Road, Pittsburg, CA 94565 (**Facility**):

- A. H3 will subcontract with the provider to support a maximum of 15 available beds per night, 365 days per year for City-referred, unhoused adults, who are able to take care of their activities of daily living and approved by CORE outreach (**City Clients**).
- B. Subcontractor will provide interim housing and case management services to City-referred, CORE-approved Clients per mutually agreed upon protocols.
- C. Subcontractor will compile a daily list of active and verifiable City Clients at the Facility and email this list to the City's Unhoused Resident Coordinator by 8:30 am on each day that succeeds a day on which the Facility provided space to one or more City Clients. Said email will include a list of City Clients to the Facility but did not appear at the Facility for shelter.
- D. Subcontractor will promptly respond to email and phone requests made by City to refer potentially eligible City identified Clients in an available shelter bed.

### **III. City Obligations**

City agrees to the following terms with respect to its referrals to the Facility:

- A. City will refer City Clients to CORE for assessment and approval for placement by contacting the designated CORE representative via phone or email as soon as the City becomes aware of the need for one or more beds.
- B. City will pay H3 a rate of \$52 per bed per night and will only pay this rate for actual bed nights utilized by City-referred, CORE-approved Clients or eligible persons identified by CORE outreach and approved by designated City staff for placement in an available bed.
- C. City will obtain a Release of Information (**ROI**) from City identified Clients in advance of referral to CORE. The ROI shall be limited to the person's full legal name, date of birth and dates of stay at Delta Landing.
- D. City shall provide H3 with a list of designated City staff who are authorized to provide referrals.
- E. City shall provide CORE with a weekly Delta Landing "interest list" to facilitate and support engagement efforts.

### **IV. Other Terms**

- 1. The term of this MOU shall commence as of January 1, 2022, terminate on December 31, 2022 and not exceed a total amount of \$284,700 unless the parties extend this MOU by separate written agreement.
- 2. City agrees that the subcontractor will not hold beds open if a City referral is not received or does not show at the facility and the CORE team may refer and place another individual that meets city residency criteria in the vacant bed with the City's approval and a signed ROI. The ROI shall be limited to the person's full legal name, date of birth and dates of stay Delta Landing.
- 3. H3 will provide a quarterly reimbursement request to City specifying the number of beds used per night by month, and the total amount due to H3 pursuant to this MOU, within 30 days of the applicable quarter's end.
- 4. City will pay all quarterly reimbursement requests issued to it by H3 no later than 30 days following receipt of such request, unless the City disputes one or more portions of the

reimbursement request, in which case the City will notify H3 of such dispute within 10 days of City's receipt of such request.

5. City and H3 agree to resolve all disputes concerning reimbursement requests by mutual discussion and agreement. Upon resolution of a dispute, City will have 10 days to pay the disputed reimbursement request, or H3 will reissue the corrected reimbursement request and City will have 10 days from receipt of the corrected request to pay the request in full.
6. Neither H3 nor City may assign any rights, or delegate or subcontract any obligations, under this MOU without the other party's prior written consent. Any assignment in violation of the foregoing shall be null and void. Subject to the limits on assignment stated herein, this MOU will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.
7. This agreement may be terminated by either party, in its sole discretion, upon thirty-day advance notice thereof to the other and may be cancelled immediately by written mutual consent.
8. To the fullest extent permitted by law, the parties agree to mutually defend, indemnify, and hold each party and 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, omissions, or willful misconduct of either party or its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the services under this MOU, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees, and other related costs and expenses. Each party's obligation to indemnify the other shall not be restricted to insurance proceeds, if any, received by the party or its directors, officials, officers, employees, agents, or volunteers in connection with the claim or action arising out of the performance of this MOU.
9. This MOU will be governed and construed in accordance with the laws of the State of California.
10. The undersigned warrant that they are fully authorized to execute this Agreement on behalf of the parties for whom they sign.

11. This MOU constitutes the entire MOU between the City and H3.

I hereby certify that I have read and agree to all terms as written in this MOU.

**CITY:**

**COUNTY:**

CITY OF ANTIOCH

CONTRA COSTA COUNTY

DocuSigned by:

Cornelius H. Johnson

FCDA24E71B4D457...

~~Rowland E. Bernick, City Manager~~

Cornelius Johnson, Interim City Manager

DocuSigned by:

By: Christy Saxton

96AAE1C0F181481...

Name: Christy Saxton

Title: Director

**ATTEST:**

DocuSigned by:

Christina Garcia, CMC for

BB42D2CFE7F2401...

Elizabeth Householder, City Clerk

**FORM APPROVED**

Mary Ann McNett Mason, County Counsel

By Deputy [Signature]

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM**

DocuSigned by:

Thomas Lloyd Smith

8D3775315C484EC...

Thomas Lloyd Smith, City Attorney

By: See above

Name: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXXXXXXXXXX



## STAFF REPORT TO THE CITY COUNCIL

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

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

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager *RBM*

**SUBJECT:** Request for Qualifications (RFQ) 081922 – 2022 Request for Homekey Qualifications

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution rejecting the proposal received in response to RFQ No. 081922.

### **FISCAL IMPACT**

None other than costs incurred for technical assistance associated with RFQ preparation.

### **DISCUSSION**

On August 19, 2022, the City of Antioch released RFQ No. 081922 – 2022 Request for Homekey Qualifications. Although multiple organizations attended the City's Pre-Application Meeting, upon closing of the solicitation period on September 23, 2022, the City received a single proposal from Hope Solutions. The City reviewed and rated the written proposal and interviewed Hope Solutions about the proposed approach.

At this time, it is staff's recommendation that the proposal be rejected. The proposal delays the identification of an experienced affordable housing developer co-applicant and the specific site is yet to be determined. Both of these factors pose a challenge to project feasibility and competitiveness.

### **ATTACHMENTS**

A. Resolution

**ATTACHMENT “A”**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
REJECTING THE PROPOSAL SUBMITTED IN RESPONSE TO  
REQUEST FOR QUALIFICATIONS (RFQ) NO. 081922 –  
2022 REQUEST FOR HOMEKEY QUALIFICATIONS**

**WHEREAS**, on August 19, 2022, the City of Antioch released RFQ No. 081922 – 2022 Request for Homekey Qualifications;

**WHEREAS**, the City of Antioch sought one or more proposals from affordable housing developers to be a co-applicant for State of California Housing and Community Development’s Project Homekey funding under the anticipated Round Three Notice of Funding Availability (Round Three NOFA);

**WHEREAS**, the City aimed to identify the most qualified developer to acquire and renovate an existing site and/or develop a vacant site in the City of Antioch for the purpose of increasing the supply of interim or permanent affordable housing to serve residents of Antioch that are experiencing homelessness or at-risk of becoming homeless;

**WHEREAS**, the solicitation included the Antioch City Council’s authorized financial pledge of \$2 million in American Rescue Plan Act funds, in addition to a number of City owned parcels for potential development for said purpose;

**WHEREAS**, multiple organizations attended the City’s Pre-Application Meeting but upon closing of the solicitation period on September 23, 2022, the City received a single proposal from Hope Solutions of Pleasant Hill, California;

**WHEREAS**, the City evaluated the written proposal, interviewed Hope Solutions about the proposed approach and completed a technical review that concluded with a recommendation to reject the proposal; and

**WHEREAS**, the basis of the recommendation is that the proposal did not meet threshold requirements to include an experienced affordable housing developer co-applicant, identify a definitive site or demonstrate site control.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby rejects the proposal from Hope Solutions submitted in response to RFQ No. 081922 due to the challenges associated with project feasibility and competitiveness.

\* \* \* \* \*



**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22<sup>nd</sup> day of November, 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 November 22, 2022

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

**SUBMITTED BY:** Cornelius H. Johnson, City Manager [CHJ](#)

**SUBJECT:** Resolution to Authorize the City Manager to Enter into a Professional Services Agreement between the City of Antioch and Felton Institute for Non-Police Community Crisis Intervention Response Provider Services for Low Level 911 Calls as Part of the *Angelo Quinto Crisis Response Team Pilot Program*

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to enter into a Professional Services Agreement with Felton Institute for a minimum two-year pilot program at a total cost not to exceed \$3.6 million in American Rescue Plan Act (ARPA) allocated funds.

### **FISCAL IMPACT**

Initial two-year pilot program is at a total cost not to exceed \$3.6M in ARPA funds allocated by the City Antioch Council on April 12, 2022.

### **DISCUSSION**

Request for Qualifications (RFQ) No. 030722: Non-Police Community Crisis Intervention Response Provider for Low Level 911 Calls – a Pilot Initiative opened on March 7, 2022 and closed on April 6, 2022. The procurement process resulted in the selection of the Felton Institute of Alameda, California by City Council resolution on October 25, 2022 and on the date of contract award, the Antioch City Council designated the name of the proposed pilot program as the “Angelo Quinto Crisis Response Team.” The desired impact of the Angelo Quinto Crisis Response Team Pilot Program is to: reduce non-warrant arrests that result during 911 police calls for service; reduce the number of individuals transported to the emergency department for non-life threatening issues; and reduce the number of behavioral health and lower acuity calls traditionally responded to by public safety personnel.

Additionally, the purpose for the Angelo Quinto Crisis Response Team is to provide community-focused, trauma-informed, and healing-centered call responses by well-trained non-police personnel who can increase impacted individuals’ access and connection to timely, appropriate, and safe community-based services and resources. It is anticipated that Angelo Quinto Crisis Response Team personnel will be under the managerial auspices of the City of Antioch’s newly formed Public Safety and Community

Resources Department. Felton Institute and Angelo Quinto Crisis Response Team personnel will also work closely with the Antioch Police Department, Contra Costa County, Fire and Emergency Medical Services (EMS) personnel. The overarching goal of the Felton Institute and Angelo Quinto Crisis Response Team Pilot Program is to provide residents with greater, safer non-police response and allow law enforcement resources to be focused on addressing major crimes, emergency response and criminal investigations.

**ATTACHMENTS**

- A. Resolution
- B. Professional Services Agreement

## **ATTACHMENT “A”**

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

#### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN FELTON INSTITUTE AND THE CITY OF ANTIOCH FOR NON-POLICE COMMUNITY CRISIS INTERVENTION RESPONSE PROVIDER SERVICES FOR LOW LEVEL 911 CALLS AS PART OF THE ANGELO QUINTO CRISIS RESPONSE TEAM PILOT PROGRAM**

**WHEREAS**, the City of Antioch seeks to serve community needs by establishing an alternative non-police response to non-violent and non-life threatening low-level 911 calls for service;

**WHEREAS**, under the leadership of Antioch City Council, the City of Antioch is pursuing the establishment of a 24 hour-hour community crisis intervention response model for Antioch residents for low level 911 calls in the form of a pilot program initiative;

**WHEREAS**, the model is inspired by the Antioch City Council’s commitment to police reform and the re-imagining of law enforcement;

**WHEREAS**, the approach advances innovation and best practices, places high value on documentation and lessons learned to support future adaptations of the community response model and intentionally seeks to develop and implement a program model and pilot initiative for a 24-hour, non-police response to low-level 911 calls service.

**WHEREAS**, the operating name of the proposed non-police pilot program is the Angelo Quinto Crisis Response Team Pilot Program, which is intended to improve the City’s response to behavioral health, quality of life and lower acuity calls for service that were traditionally responded to by police, fire, and EMS personnel;

**WHEREAS**, the Angelo Quinto Crisis Response Team Pilot Program will provide community-focused and healing centered call responses by well-trained non-police personnel who can increase impacted individuals’ access and connection to timely, appropriate and safe community-based services and resources;

**WHEREAS**, the City of Antioch is seeking to retain the professional services of the Felton Institute due to demonstrated capabilities and experience providing alternative response services, as well as reliable data collection and consistent reporting practices by partnering with residents, the City’s Public Safety and Community Resources and Police Departments, Contra Costa County, community-based-organizations service providers, as well as advocates to deliver a mobile 24-hour service model; and

**WHEREAS**, the Angelo Quinto Crisis Response Team Pilot Program shall operate for a minimum period of two years at a total cost not to exceed \$3.6M in American Rescue Plan Act (ARPA) funding.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to enter into a Professional Services Agreement between Felton Institute and the City of Antioch to provide non-police community crisis intervention services for low level 911 calls for the Angelo Quinto Crisis Response Team Pilot Program in a form approved by the City Attorney in a total amount not to exceed \$3.6M in ARPA funding over a two year period.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND FELTON INSTITUTE FOR  
THE ANGELO QUINTO CRISIS RESPONSE TEAM PILOT PROGRAM**

THIS AGREEMENT ("**Agreement**") is made and entered into this 23<sup>rd</sup> day of November, 2022 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principal place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Felton Institute with its principal place of business at 1005 Atlantic Avenue in Alameda, CA 94501 ("**Contractor**") as of November 22, 2022. City and Contractor individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

**SECTION 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on November 30, 2024, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

**1.2 Standard of Performance.** Contractor represents that it is experienced in providing these Services to public clients and is familiar with the plans and needs of City. Contractor shall perform all Services required pursuant to this Agreement in a good and workmanlike manner and in accordance with the highest professional standards.

**1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.3.1** If required by the City, and to the extent permitted by law, Contractor shall ensure that criminal background checks are completed prior to engagement of any Contractor employee, director, officer, agent, subcontractor, or volunteer on performance of any sensitive Services under this Agreement, as determined by the City.

**1.4 Time.** Contractor shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

**SECTION 2. COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed \$3,600,000 over the initial two-year term, notwithstanding any contrary indications that may be contained in Contractor's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Contractor for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any



pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing Services; and,
- Contractor's signature.

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit B and incorporated herein by, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Contractor.

**2.3 Total Payment.** City shall pay for the Services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

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

**2.4 Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

**2.5 Reimbursable Expenses.** Reimbursable expenses shall be identified in Exhibit B, and shall not exceed \$2,508,990 in staffing costs and a total not to exceed fee of \$3,600,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

**2.6 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.7 Authorization to Perform Services.** Contractor is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Contractor receives authorization to proceed from the Contract Administrator.

**SECTION 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

**3.1 Equipment Purchase.**

**3.1.1** Prior authorization, in writing, by City shall be required before Contractor enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services for which Contractor intends to seek reimbursement from City. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

**3.1.2** City may require three competitive quotations with the request for such purchase, or the absence of bidding must be adequately justified.

**3.1.3** Any equipment purchased as a result of this Agreement is subject to the following:

Contractor shall maintain, and provide to the City upon request, an inventory of all nonexpendable property having a useful life of at least one year.

Title to all property shall vest in the name of the City. During the term of this Agreement, Contractor shall be responsible for the protection, maintenance and preservation of all such property held in custody for the City. Contractor shall, upon expiration or termination of this Agreement, deliver to the City all such property, and documents evidencing title to same, as applicable. In the case of lost or stolen items or equipment, Contractor shall immediately notify the City Administrator, and shall complete any reports or follow such other procedures regarding lost or stolen items or equipment as required by the City.

**3.1.4** Contractor shall comply with all other requirements of the City regarding supplies and equipment procured under this Agreement as may be set forth in Exhibit A, or in any policies or procedures developed pursuant to this Agreement.

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Contractor's proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made

part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

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

**4.2 Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.3 Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides case management services, or provides housing services to vulnerable groups (i.e., homeless persons), Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

**4.4 Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**4.5 Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.6 Other Insurance Provisions.** Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

**4.6.1 *Additional Insured Status.*** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.6.2 *Primary Coverage.*** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.6.3 *Notice of Cancellation.*** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**4.6.4 *Waiver of Subrogation.*** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

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

**4.6.6 Claims made policies.** If any of the required policies provide claims-made coverage:

**4.6.6.1** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

**4.6.6.2** Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**4.6.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**4.7 Certificate of Insurance and Endorsements.** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**4.8 Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

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

**4.10 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**4.11 Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

**5.1** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

**5.2** By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

## **SECTION 6. STATUS OF CONTRACTOR.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **SECTION 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the Services.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of

whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

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

**7.6 Federal Requirements.** Coronavirus Local Fiscal Recovery Funds ("CLFRF") may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

(a) Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury's Final Rule, and CLFRF reporting requirements, as applicable (collectively, the "CLFRF Compliance Requirements"). The CLFRF Compliance Requirements are expressly incorporated herein by reference.

(b) C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(c) Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

## **SECTION 8. TERMINATION AND MODIFICATION.**

### **8.1 Termination; Suspension.**

**8.1.1** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.



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

**8.1.2** City shall may temporarily suspend this Agreement and the Services contemplated herein, wholly or in part, for such reasonable period as it deems necessary. Contractor will be paid for satisfactory Services performed prior to the date of suspension. During the period of suspension, Contractor shall not receive any payment for services or expenses incurred by Contractor by reason of such suspension.

**8.2** **Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

**8.3** **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**8.4** **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

**8.6** **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, reports, and any other work product prepared by Contractor pursuant to this Agreement; and/or

**8.6.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor in which case the City may charge Contractor the difference between the cost to have a different Contractor complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

**9.1** **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Contractor

prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**9.2 Confidentiality.** All information, reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Contractor. Such materials and information shall not, without the prior written permission of City, be used by Contractor for any purpose other than the performance of this Agreement nor shall such information or materials be disclosed publicly. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Nothing furnished to Contractor which is generally known, shall be deemed confidential. Contractor shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

**9.3 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor.

**9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement. Contractor further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

**10.1 Protocols; Incident Response.** The Services shall be performed in compliance with all protocols provided to Contractor by the City, or developed pursuant to this Agreement and approved by the City. In addition to all other requirements for the Services contained in Exhibit A, Contractor shall have written plans or protocols and provide employee training for addressing incidents involving violence or threat of violence; loss, theft or unlawful accessing of confidential information; fraud or waste of Agreement funds; and unethical conduct. Contractor shall report all such incidents to the City within one business day of their occurrence, unless a shorter period is otherwise required by the City.

**10.2 Addressing Community Concerns.** To the extent permitted by law, Contractor shall notify the City of any material complaints regarding the Services, received orally or in writing, and shall take appropriate steps to acknowledge receipt of any such complaint(s). Contractor shall report all such complaints to the City within one business day of receipt.

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

**10.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.7 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.8 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

**10.9 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.10 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.11 Contract Administration.** This Agreement shall be administered on behalf of the City by Tasha, Johnson, City of Antioch Department of Public Safety and Community Resources Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.12 Notices.** Any written notice to Contractor shall be sent to:

Marvin Davis  
Chief Financial & Operations Officer  
Felton Institute  
1005 Atlantic Avenue  
Alameda, CA 94501

Any written notice to City shall be sent to:

Tasha Johnson  
Director  
Dept. of Public Safety and Community Safety  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

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

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

**10.14 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

[Signatures on following page]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND FELTON INSTITUTE FOR  
THE ANGELO QUINTO CRISIS RESPONSE TEAM PILOT PROGRAM**

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Cornelius Johnson, City Manager

Attest:

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

Approved as to Form:

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

**CONTRACTOR:**

FELTON INSTITUTE

By: \_\_\_\_\_  
Al Gilbert, President and CEO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

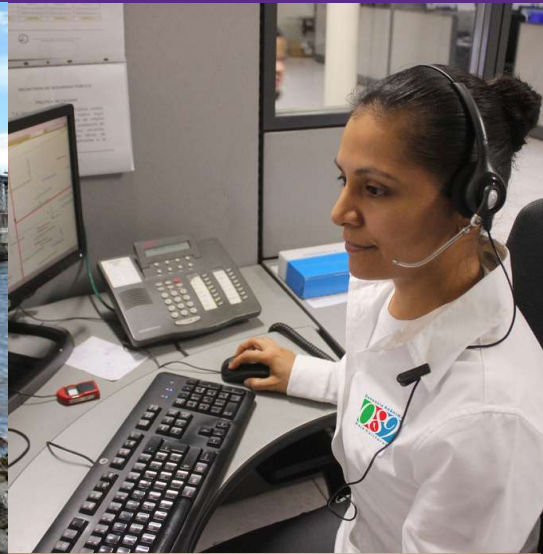
*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*

EXHIBIT A  
SCOPE OF WORK



# Felton Institute

Non-Police Community Crisis Intervention Response Provider for Low Level 911  
Calls—a Pilot Initiative  
*Antioch, California*







Rosanna Bayon Moore  
Assistant City Attorney  
200 "H" Street  
Antioch, CA 94531-5007

Dear Ms. Moore,

Felton Institute is pleased to submit a proposal in response to the City of Antioch's Non-Police Community Crisis Intervention Response Provider for Low Level 911 Calls Pilot Initiative RFQ. As detailed in our response, Felton Institute brings extensive experience in street outreach, community engagement/crisis intervention, and a history of successful collaborations with justice system partners and law enforcement (Alameda County Probation, SF Superior Court, SF Probation, San Francisco Police Department, BART Police). Our work is rooted in Felton Institute's belief in equity, transformative services, and social services to accelerate community-led change. We enter this opportunity with the understanding that our interactions must show respect for community residents, whether unhoused, impaired by substances, or living with a severe and persistent mental illness.

Our past work with Law Enforcement Assisted Diversion (LEAD SF) and the currently expanding Felton's Street Engagement Team (FEST) requires our staff to engage in essential street-based crisis response interventions. This includes outreach and engagement within many of San Francisco's most challenging communities and its most vulnerable residents. Felton Institute teams have supported clients in meeting legal requirements to prevent charges and/or incarceration (as applicable), linked more than 45% of clients (300 over three years) with navigation centers and/or longer-term

housing options, and implemented successful harm reduction and motivational interviewing techniques with 100% of individuals we engage.

Both programs have decreased systems barriers and supported clients receive the psychiatric care, behavioral health care, and residential treatment for substance use disorders they require.

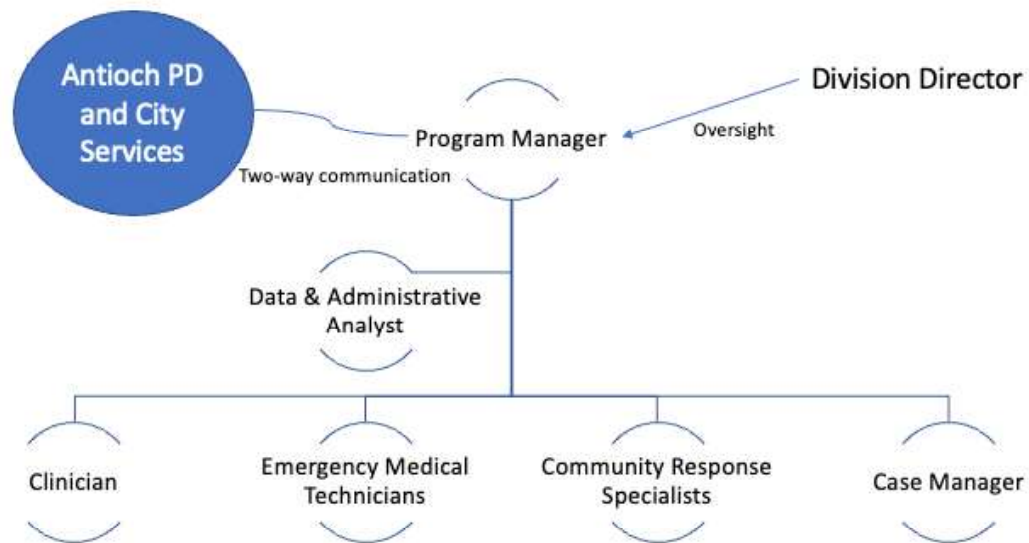
We generate our successes through a combination of 1. A team-based supervision support model; 2. Highly intentional staff selection and training; 3. Ongoing evaluation and open communication. The Justice Division at Felton consists of a highly diverse team of engagement specialists, case managers and clinicians who reflect the individuals we serve, including having shared lived experiences of systems (behavioral health, justice, law enforcement, child welfare), shared traditions and cultural touchpoints, and shared histories in many of the neighborhoods we serve. It would be a special honor to bring these characteristics to serve the communities in the City of Antioch.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Al Gilbert', with a stylized flourish at the end.

Al Gilbert, CEO and President  
Felton Institute

## Staffing Model



**Core Staffing Plan:** In this complex pilot, community safety and success require a highly cohesive and coordinated staffing effort. The following summarizes Felton Institute’s ACT staffing plan for the pilot year:

**Team Member:** Curtis Penn, M.P.A. (Division Director of Justice Services),

**Anticipated Role:** Manage the program's Project Manager **Experience:**

Experienced in programs serving justice-impacted individuals with behavioral health needs, expert on incarceration policies, the impact of the justice system on individuals, former professional firefighters with emergency and crisis experience, and experience partnering with paramedics and EMTs, lived experience, mentor and support person to many individuals who are and/or have been incarcerated.

**Team Member:** Robin Ortiz, Ph.D. (Director of Business Development) **Anticipated Role:** Support for startup phase program design and implementation of project. Lead (data analysis, etc.) **Experience:** More than two decades of experience in program design, management, and evaluation; expertise in staff development curriculum

design.

**Team Member:** Kenji Paschen (Director, Information Technology) **Anticipated Role:** Support for set up and management (as needed) of phone/dispatch system, intersections between data system and phone system. **Experience:** More than 12 years of expertise as CTO and IT administrator for Felton Institute. Leads CIRCE which provides an electronic health record to non-profits like Felton. Expertise in adapting CIRCE to any data collection needs and connectivity to dispatch process and field communications.

**Team Member:** Project Administrator (1 FTE) **Anticipated Role:** To Be Hired, Curtis Penn will serve as Acting Project Manager in Startup Phase until the position is filled and will be supported by Robin Ortiz, who will share Project Manager duties during startup. Responsible for administration and oversight of ACT pilot. **Experience:** 3 years of direct experience working community, 2 years of experience supervising and/or managing a team, Bachelor's Degree in Social Work, Psychology, Counseling, or related field required, desire and ability to work from a strength-based, client-centered model with an emphasis EBT practices, ability to work cooperatively on a multi-disciplinary team

**Team Member:** Project Data & Administrative Analyst (.5 FTE) **Anticipated Role:** To Be Hired – will be responsible for providing administrative support, creation of and analyzing reports for monitoring and project evaluation **Experience:** Bachelor's degree in statistics, public administration or a related field is required and a minimum of 2 years of experience in research principles and practices, preferred

**Team Member:** Behavioral Health Clinician (.50 FTE) **Anticipated Role:** To Be Hired - Possible transfer from within Felton – will be responsible for mental health and substance use assessment, wellness services, and crisis prevention and intervention within context of multi-disciplinary team **Experience:** Advanced degree in counseling, psychology, social work or another related field such as a MSW, MFT, PhD or PsyD is required. A minimum of 2 years of experience providing trauma-informed clinical consultations for clients

**Team Member:** Emergency Medical Technician (5.5 FTE) **Anticipated Role:** To Be Hired – will be responsible for provide medical assessments, basic life support level

of care **Experience:** Holds current EMT and CPR certifications and possess a valid CA Driver's License and at least 1 year of experience in an emergency care setting

**Team Member:** Community Support Specialist 5.5 FTE **Anticipated Role:** To Be

Hired - At least two FTE are possible transfers from within Felton – will be responsible for providing onsite crisis assistance, de-escalation and conflict

mediation, and transport to identified disposition **Experience:** Bachelor's with a minimum of 1 year of personal or professional experience in the fields of crisis resolution, community outreach, criminal justice, mental health, substance abuse, violence interruption or harm reduction.

**Team Member:** Case Manager (1 FTE) **Anticipated Role:** To Be Hired - Possible transfer from within Felton – will be responsible for back up crisis assessment and support and to provide linkages to community services and routine follow up wellness checks. **Experience:** At least 2 years of professional experience in crisis management, community outreach, harm reduction or case management and a Bachelor's degree in counseling, psychology, social work or another related field are required. Ideally a peer professional with deep roots and connections to community resources and community members served by ACT.

We will leverage our existing senior leadership team (Curtis Penn, MA and Robin Ortiz, Ph.D., among others) to create the start-up framework for the project, and although some staff may transfer from existing Felton Institute teams, we also plan to hire new staff that provides hyper-local community representation. Felton Institute maintains links with many providers who work with justice-impacted individuals and crisis intervention modes as those agencies are among our most important recruiting resources (including our own programs). We will also work to create a significant pipeline of suitable candidates from the social service workforce for those who are justice-impacted. Felton Institute also maintains an Employee Referral Program that provides a \$300 bonus for the hiring and continued employment of someone referred by an existing Felton team member. These tools have been highly successful in generating the current diversity of our Justice Division staff (approximately 90% African American, 5% Latinx, 3% white, 2% other ethnicities). Our team speaks English and Spanish.

### **Proposed Approach and Program**

**Program and Staff Model:** A successful implementation of the ACT Pilot must create a robust human services network, build the trust of the served population, and implement a considerate trauma-informed approach. lead the ACT Pilot as outlined in the ACT Program Development Report, Felton Institute will provide supplemental program components rooted in our behavioral health expertise, crisis response experience, and trauma-informed staff training. Succeeding comprehensive training and team preparation, the Felton Institute's ACT team will de-escalate, refer, assist, and follow up with the impacted residents.

- **Respond:** When the Felton Institute 24/7 ACT Response Team receives a low-level dispatch from APD (unhoused person, confused senile individual, family dispute, etc.) Community Response Specialists will assess and act by alerting the on-duty responders.
- **Act/ De-escalate:** Upon arriving on the scene to stabilize the situation and ease any possible skepticism of APD, Community Response Specialists will immediately convey to the individual that any participation or receipt of support is voluntary. The team will then use evidence-based best practices such as Motivational Interviewing (MI), non-violent communication, and verbal de-escalation practices to communicate with the resident and determine the root cause of the issue at hand. These modalities inform and shape how our teams view and communicate with community members. These practices are preventive in nature, as well as essential during a crisis. During this phase, the EMT will assess if the resident requires medical attention.
- **Refer:** The ACT Pilot Response Team will stabilize the situation on-site or refer the resident to an appropriate support service (emergency room, sobering center, community-based organization, etc.).
- **Assist:** Offering information, assistance, and advocacy to the resident after stabilization is a critical component of the dispatch's success. Whether it is transporting the resident directly to another site, providing information to family members at the scene, or calling CBOs directly to advocate for the resident's

needs, Felton Institute believes that this step is a crucial part of establishing trust with the resident, as well as increasing effectiveness of services post-dispatch.

- **Follow Up:** One week after the initial communication, the Community Engagement Specialist will follow up with the resident to ensure the handoff was successful. During this time, the Community Engagement Specialist can assess any changes of behavior or determine any additional barriers the resident is facing.

**Staff Training, Development:** The preparation that precedes dispatch is what makes Felton Institute so uniquely suited to create an incredibly effective, sustainable, and successful implementation of the ACT Pilot. Our commitment to recruiting relatable staff and expertise in providing innovative and evidence-based training curricula to our teams ensures that our services are comprehensive, trauma-informed, and responsive to the population we serve.

To ensure an authentic connection with the residents, the ACT Team will locally recruit individuals with similar experiences of systems as residents such as interactions with behavioral health services, justice systems, child welfare programs, and others. When those who are serving can empathize with residents' challenges, they are more engaged with services and have an increased willingness to receive support.

In addition to any existing work experience, both the EMT and the Community Response Specialist will receive specialized ACT training as well as Felton Institute's innovative evidence-based practices training. While incorporating existing training resources such as the SPIRIT Program, Case Segura, and EMS Corps, ACT training will begin during the startup phase of the pilot and continue through program implementation. Felton Institute offers evidence-based training with a focus on trauma-informed care and other innovative practices noted prior such as MI, non-violent communication, and the WRAP model. It is important the ACT Team utilizes these proven interventions, as this population requires client-centered, non-judgmental, and motivational services. MI is an effective approach due to its collaborative guiding conversation style that elicits participants' motivation while maintaining participant autonomy. The WRAP model may not be appropriate for every resident, but if scenes



are stable, the Community Resource Specialist may use this tool to establish important next steps that are useful for individuals during follow-up appointments.

Supervision will follow a developmental model customized for each staff member and will occur in individual, team, and whole-staff sessions. Supervision for the ACT Pilot will include de-briefing with other providers (APD) as a required, structured element (following callouts, as possible; and weekly) and will address the seen and unseen elements of trauma.

**Clinical Oversight and Consultation:** Clinical consultation and oversight is a key element of the ACT Pilot. Felton's ACT clinician will facilitate team meetings and individual or team case consultations. Team meetings will include: Debriefing recent call-outs and community outreach interactions, problem-solving service navigation (case management) challenges, brainstorming best practices for community outreach, and preparing for scenarios not yet experienced by the team. Understanding the impacts of vicarious or secondary trauma on team members and the impact of these on community members will be frequent topics of discussion. Healing from the challenges team members are exposed to in the field will likely be critical to the ongoing mental health of the team and its ability to function. Self-care and team support practices will be frequent topics for experiential activities. While the behavioral health clinician is not part of the ACT Pilot response team, they will have an important role in the development, management, and evaluation of the ACT Pilot. They will manage the ACT Pilot Response Team—ensuring all trainings and de-briefings are implemented, considering appropriate referrals and resources, and community networks are built and maintained.

**Office Space:** Felton Institute's ACT Pilot Team will have a physical office location at 2219 Buchanan Road, Suite 2 and 3 in Antioch, California. 94509. The location is well-positioned to accommodate this program. The facility will include staff offices/cubicles, off-street parking for staff, residents and the two ADA compliant vehicles. The space will also include space for residents and/or partners to meet (although we anticipate most community resource activities to take place in the community), and appropriate storage/kitchen facilities.

**Community Outreach & Network Development:** We will first focus on reinforcing or

building relationships with acute care providers, the sobering center, all shelters and navigation centers, and faith-based providers of emergency services.

As we found during our prior work, it takes time and effort to build trust in communities that have had their trust abused or misused in the past. We have also found that although it is not easy to build trust, several key elements must be in place to develop a positive relationship—including transparency, consistency, and follow-through.

We will focus on recruiting staff from the communities in Antioch, which will help with community-building efforts – particularly if we are able to hire staff who have existing relationships and/or are in trusted positions within trusted community bodies. The team will participate in a variety of community activities including activities at schools, community centers, community organizations with similar goals such as Block Captain neighborhood meetings, etc.

**Prevention Planning:** Felton Institute utilizes the SAMHSA’s Strategic Prevention Framework to look comprehensively to understand and address justice impacted individuals and behavioral health challenges that can be mistaken or treated with force in another’s hand. Through assessment, capacity, planning, implementation and evaluation, we can create both prevention and postvention activities that lead to better resource readiness and availability. Felton is well-qualified to engage partners who represent and work in the community to create an infrastructure applying the socio-ecological model to instill a sustainable path to deterrence and systematic improvement for residents.

**Integration with APD:** Curtis Penn will begin outreach to the APD, and the Program Manager will continue these efforts with the support of Mr. Penn. We have found that attending shift changes to meet personnel, setting ‘lunch and learn’ meetings to draw on officer knowledge of the community, and leveraging positive communication are all essential connection points with police personnel. Of course, we will defer to APD leadership and their ideas on how best to facilitate communication, including shift-change reports, after-action reports, or other tools. Our ACT team will strive to make decisions in collaboration with officers and their leadership. Illustrate our ability to remain within the boundaries of our assigned work and respect the challenges that law

enforcement face. We will design communication and coordination tools and procedures in collaboration with APD leadership and personnel assigned to assist the ACT Team.

**Data Collection and Evaluation planning:** As with any pilot effort, data collection, analysis and reporting for the ACT pilot program will play an essential role in ensuring that the specific goals of the program are achieved, and if they are not, helping to illustrate the reasons why. Felton's Training, Research and Evaluation Division (TRE), together with our Quality Management (QM) and Informational Technology (IT) teams has the capacity for the essential design, monitoring and evaluation needs of program. These teams regularly oversee and support internal data collection, monitor data, and provide reporting across the agency. We also have the skills to support integration of external evaluation support with expertise in statistical analysis of community response effort data – including police and other service-system data, and service-gap analysis.

Felton's TRE team will coordinate data-sharing and MOU agreements around data sharing, working closely with city and county departments to create the 'web' of data needed to best illustrate the impact of the ACT pilot. This team will also work closely with the pilot team and our city partners create and provide communication and storytelling of the pilot's efforts and share this information in a timely and effective manner with key stakeholders and the community. Felton TRE will track program findings and issues and will respond (in conjunction with the program team, as appropriate), to requests from policymakers, stakeholders, and community members.

Felton's use of the Salesforce platform to create and operate our CIRCE electronic health record system will allow us to customize data collection fields specifically for the ACT pilot. We can also use this system to collect and report on data from other systems, (police, health), as needed. The specificity of the system will allow for collection, reporting and analysis of: 1) Demographic data of individuals and in aggregate 2) Zip code patterns 3) Referrals made 4) Linkages created 5) Narrative notes for individual interactions

CIRCE provides real-time data dashboards for individual clients, which will help guide timely provision of case management/systems navigation support for individual clients.

The IT team can use Tableau for creating user-friendly visuals for data-oriented storytelling of service delivery and impact. This team will also draw on its experience supporting Felton’s San Francisco Suicide Prevention Hotline to provide analysis of call metadata,

**Capacity & Knowledge Building:** Felton Institute approaches capacity building as an investment in the long-term health and success of this pilot. We anticipate working collaboratively in a variety of activities that include knowledge building, program analysis, communication assets, resource managements, and community delivery. Throughout the pilot and implementation of this project, Felton in collaboration with ACT partners will document and create standard operating procedures to deliver tools to assess the non-violent response to crisis intervention. As a behavioral health agency, we bring a fresh perspective and attitudes of learning, curiosity, support, and discovery to this project. As insiders to service provision, we draw from the extensive sets of tools, policies and procedures, and methodologies such as the Ecological and Interactive Systems Framework for Dissemination and Implementation and Community Context and Planning models, that we have used internally to solve challenges – allowing the community to benefit from shared problem-solving and a variety of perspectives. Felton can and does identify processes to help in the launching of this pilot, determine strategies, and design and implement policies that are aligned with service objectives and stakeholder requirements.

### **Related Experience and References**

<b>Reference 1</b> Jessie is the assigned San Francisco Department works closely with our FEST (Felton Engagement Street Team) to provide support to community response efforts.	
<b>Name &amp; Title</b> Jessie Escobar DPH Liaison to Healthy Street Operations Center	<b>Organization:</b> San Francisco Department of Public Health <b>Address:</b> 100 Larkin Street San Francisco, CA 94102
<b>Email Address:</b> Jessie.Escobar@sfdph.org	<b>Telephone Number:</b> Cell: 415-215-8974

<b>Reference 2</b> Aminah works with the Felton's Young Adult Court supporting YAC participants with Young Women Rising also includes Rising Voices, an arts-based theater component that allows clients to express themselves for further healing and self-reflection.	
<b>Name &amp; Title</b> Aminah Elster, Assoc. Director of Restorative Reentry Programs	<b>Organization:</b> Community Works – Justice Demands Humanity <b>Address:</b> 110 Broadway Oakland, CA 94607
<b>Email Address:</b> aelster@communityworkswest.org	<b>Telephone Number:</b> 510-268-8116
<b>Reference 3</b> Robin has worked with Felton's Outreach and Diversion programs acting as a liaison between the Department of Public Health for five (5) years. She has experience in both street-based and behavioral health services. Robin also has been the Program Manager for the Law Enforcement Assisted Diversion (LEAD) program for which Felton was a service collaborator.	
<b>Name &amp; Title:</b> Robin Candler, SFDPH Deputy Director, Justice Involved Services	<b>Organization:</b> San Francisco Department of Public Health <b>Address:</b> 101 Grove St San Francisco, CA 94102
<b>Email Address:</b> robin.candler@sfdph.org	<b>Telephone Number:</b> 415-255-3941
<b>Reference 4 –</b> James oversees Felton' Alameda County Behavioral Health contractual obligations for Mild to Moderate and Severe Mental Intervention justice programs.	
<b>Name &amp; Title</b> James Wagner, LMFT/LPCC Deputy Director, Clinical Operations	<b>Organization:</b> Alameda County Behavioral Health <b>Address:</b> 2000 Embarcadero Cove 4 <sup>th</sup> Fl Oakland, CA 94606

<b>Email Address:</b> james.wagner@acgov.org	<b>Telephone Number:</b> 510-567-8125
<b>Reference 5 –</b> Dr, Aboelata has been associated Felton for numerous years as we have partnered on several Alameda County initiatives to support the BIPOC community with mental health and well-being programming.	
<b>Name &amp; Title</b> Dr. Noha Aboelata Executive Director	<b>Organization:</b> Roots Community Health Center <b>Address:</b> 9925 International Blvd. #5 Oakland, CA 94603
<b>Email Address:</b> drnoha@rootsclinic.org	<b>Telephone Number:</b> 510-777-1177 x268

### **Availability**

Felton Institute is prepared to begin start-up efforts upon the signature of the pilot agreement. Our plan is based upon providing ACT's program requirements within 60 business days after start-up as follows:

<b>Activity Phase</b>	<b>Responsible Persons</b>	<b>Plan/Details</b>	<b>Timing</b>
<b>Startup</b>			
Begin recruitment of new staff (postings drafted and sent to current staff/recruitment outlets). Prioritize hiring of Program Manager	Director of Business Development; Human Resources, Justice Services Division Director;	Advertisements drafted and posted, screened; interviewing processes are developed, required personnel are hired and on-boarded	Begins one-week post-award notification, due within 8 weeks of signed contract
Training of Staff including all EBPs	Human Resources, Director of	All proposed staff are in place and	Ideally begins when full team is

and best practices	Business Development, Director of Justice Services	have been through orientation, trained in WRAP and CBT skills and strategies	hired, or within 3 months of award (with ongoing coaching)
Meeting with key staff on response and dispatch management	Director of Justice Services, Program Manager, staff and APD	Begin shaping response structure	Within 30 days of signed contract
<b>Program Delivery</b>			
Ongoing delivery, assessment, and evaluation	Entire team assigned	Contract objectives are met (e.g., data mgmt., outcomes, and impact objectives)	Ongoing throughout pilot program
Running Teams 7am-3pm/3pm-11pm/11pm-7am Mon – Fri and 12-hour shifts Sat-Sun.	Response Teams with floaters	Supporting dispatched calls for service for crisis intervention	Ongoing throughout pilot program
Community Advisory	Program Manager and staff	Meeting with community designees and City Staff	Ongoing throughout pilot program

--	--	--	--	--	--



EXHIBIT B  
PAYMENT SCHEDULE

# ANTIOCH MOBILE CRISIS BUDGET - FELTON INSTITUTE

## YEAR 1

Position	Salary - annualized	FTE
Project Administrator 1 FTE	\$ 107,000	1.00
Data & Administrative Analyst .4 FTE	\$ 65,000	0.40
Behavioral Health Clinician .50 FTE	\$ 95,000	0.50
Emergency Medical Technician - EMT 5.5 FTE	\$ 65,000	5.50
Community Response Specialist - CRS 5.5 FTE	\$ 65,000	5.50
Case Manager - 1 FTE	\$ 70,000	1.00
<b>Startup</b>		
Division Director - Justice Services		
IT Manager		
Quality Assurance Manager		
Division Director - Training, Evaluation & Research		
Director of Program Operations		
Chief Financial & Operations Officer		
Chief Executive Officer		
		13.90
Benefits @ 32%		
<b>Total staffing costs</b>		

11/1/22 - 12/31/22	01/01/23 - 10/31/23	Total
17,833	89,167	107,000
2,167	21,667	23,833
7,917	39,583	47,500
5,417	297,917	303,333
5,417	297,917	303,333
5,833	58,333	64,167
		-
		-
		-
2,750	13,333	16,083
7,500		7,500
7,500		7,500
2,750		2,750
4,500		4,500
10,000		10,000
15,000		15,000
\$ 94,583	\$ 817,917	\$ 912,500
30,267	261,733	292,000
\$ 124,850	\$ 1,079,650	\$ 1,204,500

### Operating expense

#### Startup

Recruitment & Staffing  
Software Development (CIRCE)  
Computer equipment, phones etc.  
Training

#### Operating

Office Expense and Med Supplies  
Utilities  
IT services  
Communications  
Transportation and Travel  
Insurance

#### Rent & Leases

Building  
Vehicles - Leased ADA Compliant - 3  
Other equipment

#### Client support

Clothing, Food, Hygiene, Transportation

#### Total Operating Expense

6,000		6,000
10,000	30,000	40,000
27,529	7,310	34,839
1,500	2,500	4,000
		-
		-
		-
		-
		-
7,511	8,000	15,511
2,000	10,000	12,000
2,205	11,025	13,230
1,710	8,550	10,260
1,387	9,700	11,087
2,158	10,792	12,950
		-
4,400	22,000	26,400
	133,440	133,440
12,000	5,000	17,000
		-
		-
		-
2,000	22,000	24,000
\$ 80,400	\$ 280,317	\$ 360,717

#### Indirect Expense

30,787 203,996 234,783

#### Total Expense

236,037 1,563,963 1,800,000

**ANTIOCH MOBILE CRISIS BUDGET - FELTON INSTITUTE**  
**YEAR 2**

Position	Salary - annualized	FTE	11/1/23 - 10/31/24
Project Administrator 1 FTE	\$ 107,000	1.00	107,000
Data & Administrative Analyst .4 FTE	\$ 65,000	0.40	26,000
Behavioral Health Clinician .50 FTE	\$ 95,000	0.50	47,500
Emergency Medical Technician - EMT 5.5 FTE	\$ 65,000	5.50	357,500
Community Response Specialist - CRS 5.5 FTE	\$ 65,000	5.50	357,500
Case Manager - 1 FTE	\$ 70,000	1.00	70,000
Division Director - Justice Services	\$ 160,000	0.05	8,000
		13.95	\$ 973,500
Benefits @ 34%			330,990
<b>Total staffing costs</b>			<b>\$ 1,304,490</b>

<b>Operating expense</b>	
<b><u>Operating</u></b>	
Office Expense and Med Supplies	7,663
Utilities	12,000
IT services	13,230
Communications	10,260
Transportation and Travel	10,500
Insurance	12,950
<b>Rent &amp; Leases</b>	
Building	26,400
Vehicles - Leased ADA Compliant - 3	140,000
Other equipment	5,000
<b><u>Client support</u></b>	
Clothing, Food, Hygiene, Transportation	22,725
<b>Total Operating Expense</b>	<b>\$ 260,728</b>
<b>Indirect Expense</b>	<b>234,782</b>
<b>Total Expense</b>	<b>1,800,000</b>

EXHIBIT C  
FEDERAL PROVISIONS

**1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by the CLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: [Not applicable.]

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.





## STAFF REPORT TO THE CITY COUNCIL

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

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

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager *RBM*

**SUBJECT:** California Assembly Bill (AB) 844: Green Empowerment Zone

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution regarding the City of Antioch's intent to participate in the Green Empowerment Zone and designate Mayor Lamar A. Thorpe as the City representative to the board of directors for a two (2) year term.

### **FISCAL IMPACT**

None at this time. The members of the board of directors shall serve without compensation.

### **DISCUSSION**

California State Assemblymember Tim Grayson authored AB 844, signed into law on September 28, 2021. AB 844 shall remain in effect until January 1, 2028 as Chapter 34, Division 7 of Title 1 of the Government Code.

At a special meeting on November 16, 2022, the Antioch City Council took formal action to express its support of the the Zone and appoint Mayor Lamar A. Thorpe as the City of Antioch representative to serve on the board of directors. AB 844 requires adoption of a resolution by the governing body to confirm the City's intent to participate in the Zone and designate the City representative.

### **ATTACHMENTS**

A. Resolution

RESOLUTION NO. 2022/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
CONFIRMING THE CITY'S INTENTION TO PARTICIPATE IN THE GREEN  
EMPOWERMENT ZONE ("ZONE") AND APPOINTING MAYOR LAMAR A. THORPE  
TO THE GREEN EMPOWERMENT ZONE BOARD OF DIRECTORS  
FOR A TWO-YEAR TERM**

**WHEREAS**, Assembly Bill (AB) 844 established the Green Empowerment Zone ("Zone") for the Northern Waterfront area of Contra Costa County; and

**WHEREAS**, the intent of the Zone is to prioritize access to tax incentives, grants, loan programs, workforce training programs, and private sector investment in the renewable energy sector; and

**WHEREAS**, the Zone includes the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, Vallejo and the unincorporated portion of Contra Costa County north of CA State Highway 4; and

**WHEREAS**, at this time the State of California requires affirmative action on the part of the City of Antioch to confirm its participation and interest in the Zone; and

**WHEREAS**, AB 844 defines the Zone's governing structure as a 40 member board of directors with seven stakeholders entities serving as voting directors, the largest of which is the local government stakeholder group; and

**WHEREAS**, there is currently one (1) full-term 2 year vacancy on the Green Empowerment Zone Board of Directors; and

**WHEREAS**, Antioch Municipal Code Section 2-5.201 requires that the Mayor nominate candidates for membership on all boards and commissions and requires that the City Council approve, by a majority vote, the appointment of said nominee; and

**WHEREAS**, Mayor Lamar A. Thorpe was nominated to one (1) full-term vacancy on the Green Empowerment Zone board of directors.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby confirms its interest in participating in the Zone, approves the nomination of Mayor Lamar A. Thorpe to one full-term 2 year vacancy and appoints him to serve on the Green Empowerment Zone board of directors as a City of Antioch local government representative.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22<sup>nd</sup> day of November 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 November 22, 2022  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Zoe Merideth, Senior Planner  
**SUBMITTED BY:** Forrest Ebbs, Community Development Director   
**SUBJECT:** Lakeview Center Parcel 5 Rezone (Z-22-06)

---

### **RECOMMENDED ACTION**

It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Lakeview Center Parcel 5 to include the Commercial Infill Housing (CIH) Overlay District.

### **RECENT REVIEW**

The City Council reviewed this request on October 25, 2022 and tabled the matter.

### **FISCAL IMPACT**

There are no direct fiscal impacts incurred by the City for the approval of this rezone application. The parcel is currently vacant and not generating any revenue for the City. If the project were to develop, an occupied commercial or residential center would increase the amount of tax and business license revenue the site currently generates.

### **DISCUSSION**

#### **Requested Approvals**

The Applicant, the City of Antioch, requests approval of a Rezone of Parcel 5 of the Lakeview Center project to include the CIH Overlay District. The CIH Overlay District will allow residential development on the subject site.

The action before the Council is to approve a modification to the Zoning Map. While there is preliminary development interest in the site, a residential development project is not proposed at this time. Any future development is subject to a separate review.

## Environmental Review

The proposed rezone is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3), the “Common Sense” Exemption. This exemption can be used when it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. This rezone merely rezones the subject parcel to allow a wider range of uses on the parcel. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable. Based on the above information, this rezone is exempt from CEQA under the “Common Sense” Exemption.

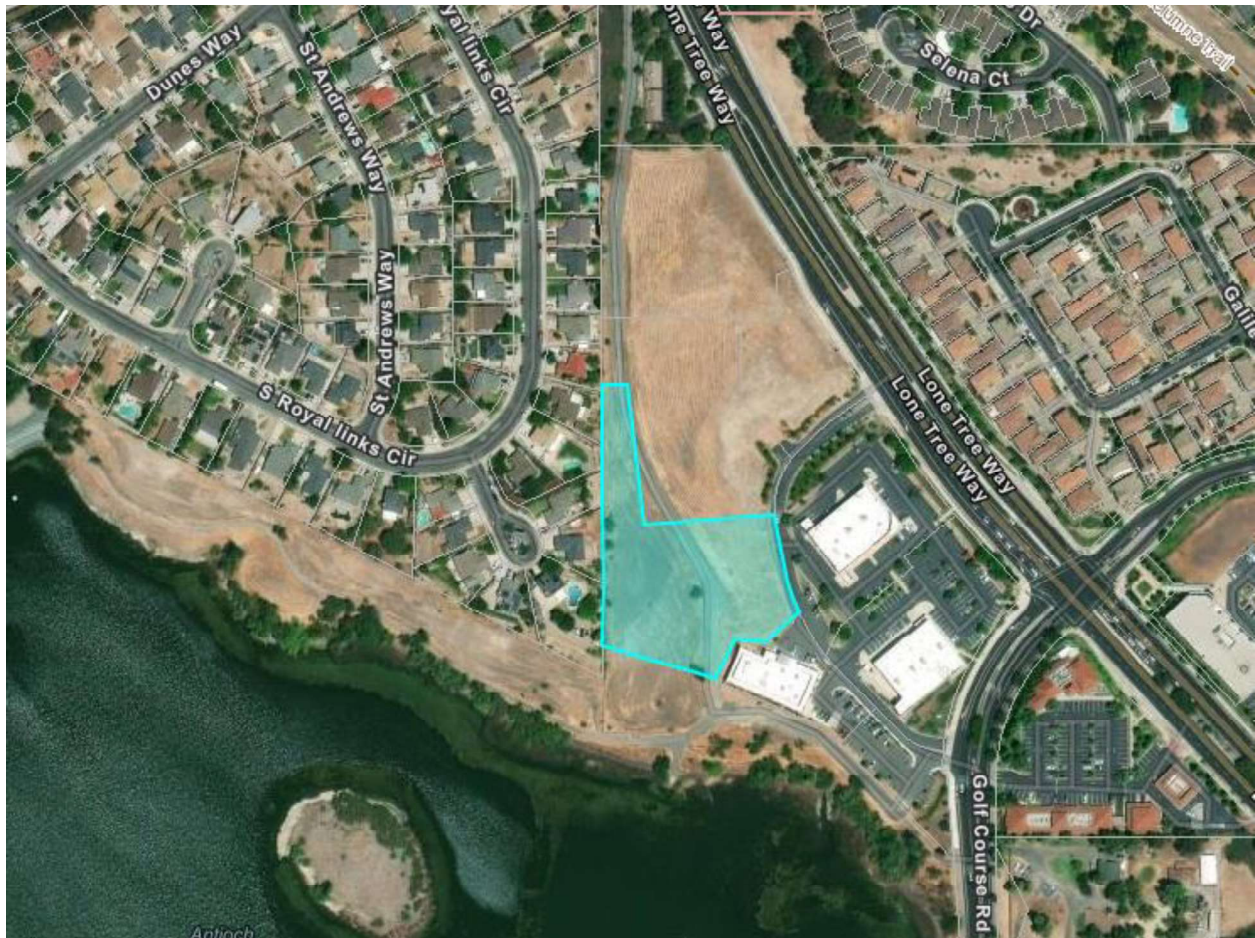


Image 1. Site Location





Image 2. Street View of Subject Property

## **BACKGROUND**

The subject site is 2.25 acres in size. The site is the southeastern most parcel of the Lakeview Center, which is at the corner of Lone Tree Way and Golf Course Road. The site is an undeveloped parcel (Parcel 5) within the Lakeview Center commercial development. The three other vacant parcels in the development were rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

### **Site History**

In 2009, the Lakeview Center commercial project was approved by City Council. The project approvals included a General Plan Amendment, a rezone of the project to Planned Development, a Final Development Plan, a Use Permit, Design Review and a Tentative Map. The project consisted of 50,000 square feet of retail space and 150,000 square feet of office space. Currently, the majority of the retail space has been constructed. The rest of the project, including the subject rezone site, is currently vacant. As part of the City's Strategic Infill Housing Study, the three other vacant parcels were rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

### **Planning Commission Hearing**

On October 5, 2022, the Planning Commission voted 7-0 and adopted Resolution 2022-28 recommending the City Council adopt the ordinance to rezone the site to include the CIH Overlay District. No public comments were received regarding the proposal.

## **ANALYSIS**

### **Project Overview**

The City of Antioch is seeking to rezone the subject site from Planned Development District to include the CIH Overlay District. The CIH Overlay District will allow for the development of residential uses at the site, which will be required to conform to the detailed site development regulations of the CIH Overlay District.

### **General Plan**

The General Plan designation of the site is office. As part of the City's Strategic Infill Housing Study (Study), the General Plan Land Use Element was amended to include Commercial Infill Housing policies in section 4.4.8. The policy allows the development of mixed use or residential projects on sites zoned with the CIH Overlay District. The policy direction allows the CIH Overlay District to be placed on vacant and/or underutilized infill sites a minimum of 20,000 square feet in size.

### **Zoning & Land Use**

The subject site is zoned Planned Development (PD-09-01). The site's Planned Development standards only allow retail and office uses. With the rezone to the CIH Overlay District, the site will be able to accommodate mixed use or residential developments with a density of 12 to 35 dwelling units per gross developable acre. Densities of up to 50 dwelling units per gross developable acre are allowed with a Use Permit. The CIH Overlay District will not replace the Planned Development zoning on the site and the commercial and office uses and standards codified for the Lakeview Center project will remain for the site. The proposed rezone will create flexibility on the parcel by supporting the creation of medium/high residential development, mixed-use development, or commercial development.

As discussed above in the Site History section, the other vacant Lakeview Center parcels were rezoned to the CIH Overlay District on April 26, 2022, as part of the Study. The subject parcel was not originally included in the Study due to a mapping oversight. Staff would like to add the CIH Overlay District on the parcel to correct the oversight and allow for residential development on all vacant parcels at Lakeview Center.

## **ATTACHMENTS**

- A. Ordinance to the City Council
- B. [Link to Planning Commission Staff Report](https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-3.pdf)  
<https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-3.pdf>
- C. [Link to PC Resolution 2022-28](https://www.antiochca.gov/fc/community-development/planning/reolutions/2022-28-Lakeview-Center-Rezone-signed.pdf)  
<https://www.antiochca.gov/fc/community-development/planning/reolutions/2022-28-Lakeview-Center-Rezone-signed.pdf>



ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE  
PARCEL 5 OF THE LAKEVIEW CENTER (APN: 072-510-005) TO INCLUDE THE  
COMMERCIAL INFILL HOUSING (CIH) OVERLAY DISTRICT (Z-22-06)**

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

The City Council determined on November 22, 2022 pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3), the “Common Sense” Exemption, there is no possibility that this rezone will have a significant impact on the physical environment. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable.

SECTION 2:

At its regular meeting of October 5, 2022, the Planning Commission adopted Resolution 2022-28 recommending the City Council adopt the Ordinance to rezone the subject property from Planned Development District (PD 09-01) to include the Commercial Infill Housing (CIH) Overlay District.

SECTION 3:

The real property shown in Exhibit A, attached hereto, is hereby rezoned from Planned Development District (PD 09-01) to include the CIH Overlay District, and the zoning map is hereby amended accordingly.

SECTION 4:

The City Council finds that the that the proposed zone reclassification will allow uses more suitable for the site than the present classification; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with Antioch General Plan Section 4.4.8.

SECTION 5

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 22<sup>nd</sup> of November 2022, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_\_ of \_\_\_\_\_, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

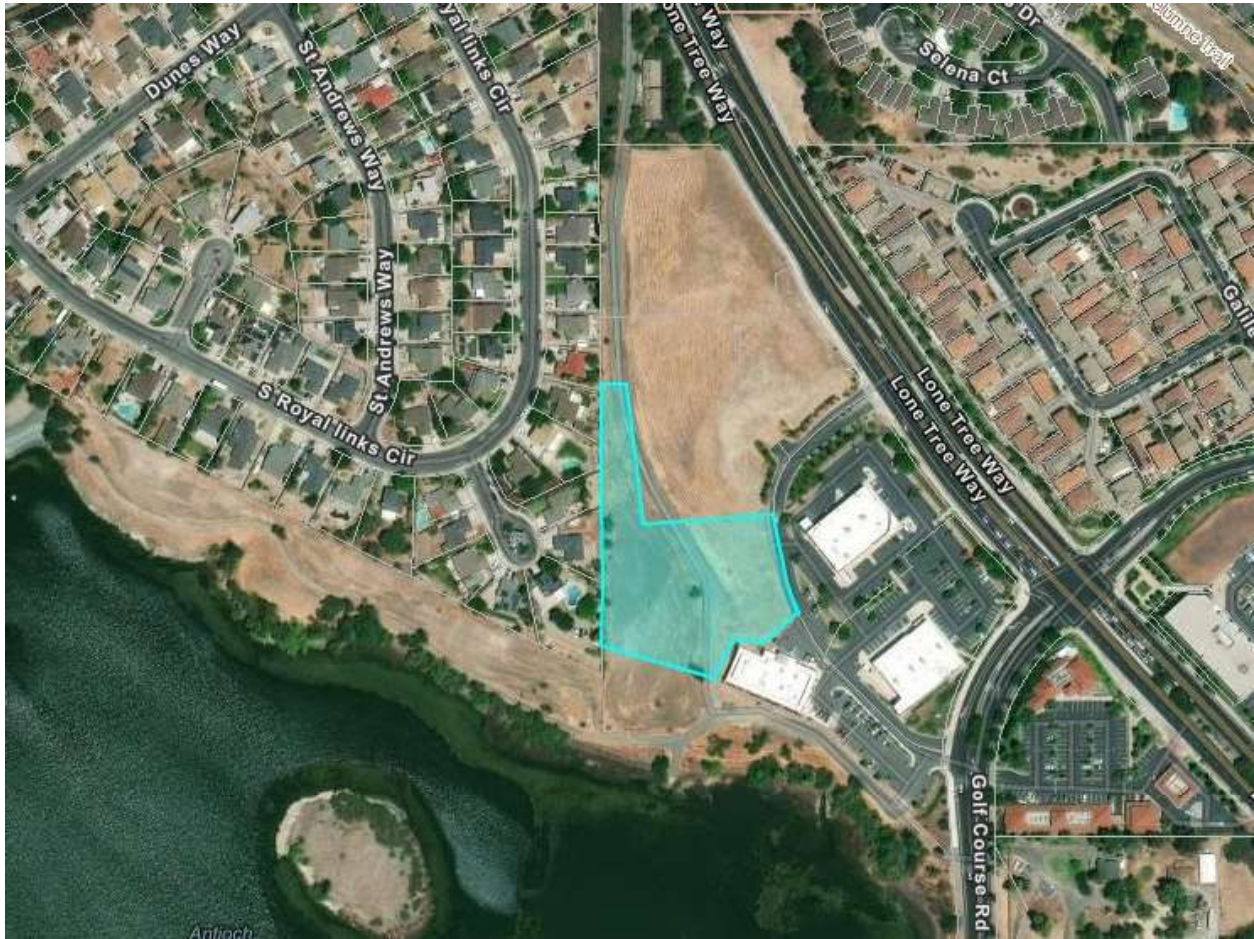
\_\_\_\_\_  
**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Elizabeth Householder, City Clerk  
of the City of Antioch**

**EXHIBIT A**

**MAP OF PROPERTY**



APN: 072-510-005



## Lakeview Center Parcel 5 Rezone

October 5, 2022

Lone Tree Way and Golf Course Road /APN: 072-510-005  
Z-22-06



### Quick Facts

**Applicant:** City of Antioch

**Zoning:** Planned  
Development (PD 09-01)

**GP Land Use:** Office

**Land Area:** 2.25 Acres

### Project Description

The City of Antioch is proposing to rezone Parcel 5 of the Lakeview Center project to include the Commercial Infill Housing (CIH) Overlay District to the subject site. The CIH Overlay District allows residential development to occur on the parcel. Three vacant parcels in the development were rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

### Requested Approvals

REZONE OF PARCEL

**STAFF RECOMMENDATION: APPROVE**

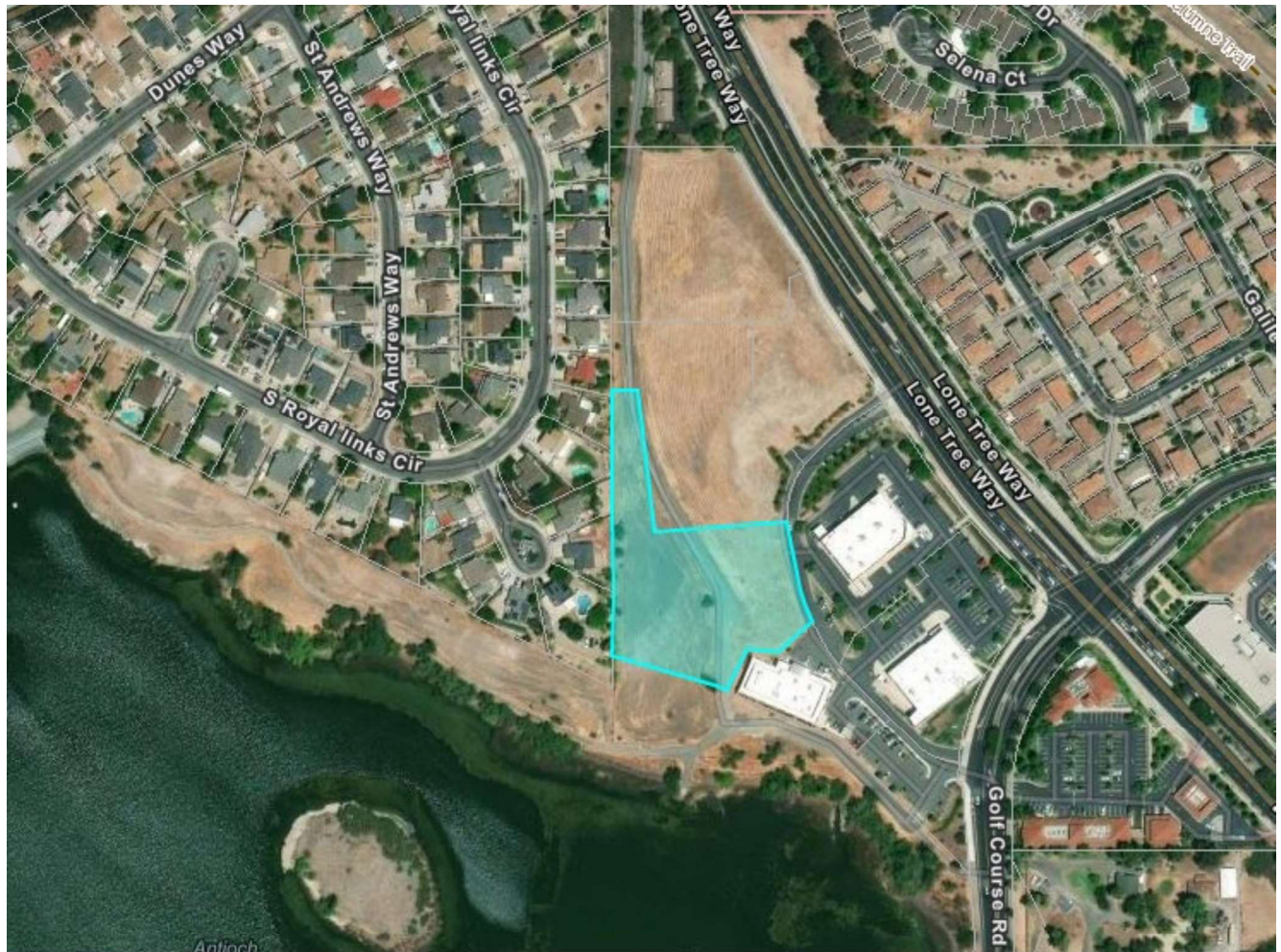
**B1**



## BACKGROUND

### Subject Site

The subject site is 2.25 acres in size. The site is the southeastern most parcel of the Lakeview Center, which is at the corner of Lone Tree Way and Golf Course Road. The site is an undeveloped parcel (Parcel 5) within the Lakeview Center commercial development. The three other vacant parcels in the development were rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).



### Site History

In 2009, the Lakeview Center commercial project was approved by City Council. The project approvals included a General Plan Amendment, a rezone of the project to Planned Development, a Final Development Plan, a Use Permit, Design Review and a Tentative Map. The project consisted of 50,000 square feet of retail space and 150,000 square feet of office space. Currently, the majority of the retail space has been constructed. The rest of the project, including the subject rezone site, is currently vacant. As part of the City's Strategic Infill Housing

Study, the three other vacant parcels were rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

## ANALYSIS

### Overview

The City of Antioch is seeking to rezone the subject site from Planned Development District to include the CIH Overlay District. The CIH Overlay District will allow for the development of residential uses at the site, which will be required to conform to the detailed site development regulations of the CIH Overlay District.

### General Plan, Zoning, and Land Use

The General Plan designation of the site is office. As part of the City's Strategic Infill Housing Study (Study), the General Plan Land Use Element was amended to include Commercial Infill Housing policies in section 4.4.8. The policy allows the development of mixed use or residential projects on sites zoned with the CIH Overlay District. The policy direction allows the CIH Overlay District to be placed on vacant and/or underutilized infill sites a minimum of 20,000 square feet in size.

The zoning of the site is Planned Development (PD-09-01). The site's Planned Development standards only allow retail and office uses. With the rezone to the CIH Overlay District, the site will be able to accommodate mixed use or residential developments with a density of 12 to 35 dwelling units per gross developable acre. Densities of up to 50 dwelling units per gross developable acre are allowed with a Use Permit. The CIH Overlay District will not replace the Planned Development zoning on the site and the commercial and office uses and standards codified for the Lakeview Center project will remain for the site. The proposed rezone will create flexibility on the parcel by supporting the creation of medium/high residential development, mixed-use development, or commercial development.

As discussed above in the Site History section, the other vacant Lakeview Center parcels were rezoned to the CIH Overlay District on April 26, 2022, as part of the Study. The subject parcel was not originally included in the Study due to a mapping oversight. Staff would like to add the CIH Overlay District on the parcel to correct the oversight and allow for residential development on all vacant parcels at Lakeview Center.

Comparison of Adjacent Properties			
Vicinity	GP Land Use	Zoning	Current Use
North	Office	Planned Development (PD 09-01)	Vacant
South	Open Space	Open Space	Antioch Municipal Reservoir
East	Neighborhood Community Commercial	Planned Development (PD 09-01)	Commercial Center
West	Medium Low Density Residential	Single Family Residential (R-6)	Single Family Homes

### ENVIRONMENTAL ANALYSIS

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3), the "Common Sense" Exemption. This exemption can be used when it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. This project merely rezones the subject parcel to allow a wider range of uses on the parcel. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable. Based on the above information, this rezone is exempt from CEQA under the "Common Sense" Exemption.

### ATTACHMENT

- A. Resolution recommending City Council approve the rezone
  - a. Exhibit A: Ordinance to City Council



**PLANNING COMMISSION  
RESOLUTION # 2022-28**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH  
RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN ORDINANCE TO REZONE  
PARCEL 5 OF LAKEVIEW CENTER TO INCLUDE THE COMMERCIAL INFILL HOUSING  
(CIH) OVERLAY DISTRICT (Z-22-06)**

**WHEREAS**, the City of Antioch (City) is seeking approval for a rezone of Parcel 5 of Lakeview Center (APN: 072-510-005) from Planned Development District (PD 09-01) to include the Commercial Infill Housing (CIH) Overlay District;

**WHEREAS**, the project site consists of an approximately 2.25 acre parcel, known as Parcel 5 of Lakeview Center, located at Lone Tree Way and Golf Course Road (APN: 072-510-005);

**WHEREAS**, in consideration of the rezone, the granting of such rezone will not adversely affect the comprehensive General Plan.

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3), the “Common Sense” Exemption, there is no possibility that this project will have a significant impact on the physical environment. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable;

**WHEREAS**, on September 23, 2022 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 for the public hearing held on October 5, 2022; and

**WHEREAS**, the Planning Commission 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 Planning Commission does hereby make the following findings pursuant to Section 9-5.2802 (A) (1-4) “FINDINGS REQUIRED” of the Antioch Municipal Code for recommendation to the City Council for approval of the proposed zoning change:

1. That the proposed zone reclassification will allow uses more suitable for the site than the present classification.

**Finding:** The subject property is currently zoned Planned Development (PD 09-01), which allows for office uses at the site. The rezone to include the CIH Overlay District will allow for the development of residential and mixed-use projects on the site, while maintaining the ability to develop office uses. The site has not developed under the current designation and adding additional uses would provide greater development opportunities.

2. That uses permitted by the proposed zoning will not be detrimental to adjacent or surrounding properties.

**Finding:** The uses permitted by the proposed zone change will not be detrimental to adjacent or surrounding properties. The site is adjacent to a parcel which already contains the CIH Overlay District and this rezone will enact the same zoning on the subject parcel as the three adjacent parcels.

3. That evidence has been presented documenting land use changes in the area to warrant a change in zoning.

**Finding:** Since 2009, the site has been entitled for an office development. To date, the site has remained undeveloped. By adding the option to develop residential and mixed use projects at the site, the development opportunity will be increased at the site.

4. That the requested zoning change is in conformance with the General Plan.

**Finding:** The proposed zoning change to CIH Overlay District would be consistent with General Plan Section 4.4.8, which allows for certain vacant commercial sites meeting be eligible to be rezoned to the CIH Overlay District. The subject parcel meets the intent and requirements of Section 4.4.8.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Planning Commission does hereby recommend to the City Council **APPROVAL** of the draft Ordinance (Exhibit A) to rezone the approximately 2.25 acre parcel, known as Parcel 5 of Lakeview Center, located at Lone Tree Way and Golf Course Road (APN: 072-510-005) to include the CIH Overlay District.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing recommendation was passed and adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 5th day of October 2022, by the following vote:

**AYES:** Gutilla, Hills, Lutz, Martin, Motts, Riley, Scheiderman

**NOES:**

**ABSENT:**

**ABSTAIN:**

  
Forrest Ebbs (Oct 10, 2022 10:48 PDT)

**FORREST EBBS**  
**Secretary to the Planning Commission**



## **STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of November 22, 2022  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Zoe Merideth, Senior Planner  
**SUBMITTED BY:** Forrest Ebbs, Community Development Director *fe*  
**SUBJECT:** Buchanan Crossings Parcel 7 Rezone (Z-22-05)

---

### **RECOMMENDED ACTION**

It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance rezoning Buchanan Crossings Parcel 7 to include the Commercial Infill Housing (CIH) Overlay District.

### **FISCAL IMPACT**

There are no direct fiscal impacts incurred by the City for the approval of this rezone application. The parcel is currently vacant and not generating any revenue for the City. If the project were to develop, an occupied commercial or residential center would increase the amount of tax and business license revenue the site currently generates.

### **DISCUSSION**

#### **Recent Review**

The City Council reviewed this request on October 25, 2022 and tabled the matter.

#### **Requested Approvals**

The Applicant, the City of Antioch, requests approval of a Rezone of Parcel 7 of the Buchanan Crossings project to include the CIH Overlay District. The CIH Overlay District will allow residential development on the subject site.

The action before the Council is to approve a modification to the Zoning Map. While there is preliminary development interest in the site, a residential development project is not proposed at this time. Any future development is subject to a separate review.

## Environmental Review

The proposed rezone is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3), the “Common Sense” Exemption. This exemption can be used when it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. This rezone merely rezones the subject parcel to allow a wider range of uses on the parcel. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable. Based on the above information, this rezone is exempt from CEQA under the “Common Sense” Exemption.



Image 1. Site Location





Image 2. Street View of Subject Property

## **BACKGROUND**

The subject site is 0.79 acres in size. The site fronts onto Buchanan Road and is located 935 feet west of Somersville Road and 7,445 feet east of Loveridge Road. The site is an undeveloped pad parcel (Parcel 7) within the Buchanan Crossings commercial development. The adjacent parcel to the west of the subject site was rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

### **Site History**

In 2008, the 13.5 acre Buchanan Crossings commercial project was approved by City Council. The project approvals included a rezone of the project to Planned Development, a Final Development Plan, a Use Permit, and a Vesting Tentative Map. The project consisted of a 103,139 square foot shopping center with 12 separate buildings. Currently, only part of the eastern half of the project has been developed. The rest of the project, including the subject rezone site, is currently vacant. As part of the City's Strategic Infill Housing Study, the adjacent Buchanan Crossings parcel to the west of the subject site (Parcel 1) was rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

### **Planning Commission Hearing**

On October 5, 2022, the Planning Commission voted 7-0 to adopt Resolution 2022-27 recommending the City Council adopt the ordinance to rezone the site to include the CIH Overlay District. There was one public speaker for the item, who was supportive of infill housing but concerned about the lack of affordable housing or inclusionary policies.

## **ANALYSIS**

### **Project Overview**

The City of Antioch is seeking to rezone the subject site from Planned Development District to include the CIH Overlay District. The CIH Overlay District will allow for the development of residential uses at the site, which will be required to conform to the detailed site development regulations of the CIH Overlay District.

### **General Plan**

The General Plan designation of the site is Regional Commercial. As part of the City's Strategic Infill Housing Study (Study), the General Plan Land Use Element was amended to include Commercial Infill Housing policies in section 4.4.8. The policy allows the development of mixed use or residential projects on sites zoned with the CIH Overlay District. The policy direction allows the CIH Overlay District to be placed on vacant and/or underutilized infill sites a minimum of 20,000 square feet in size.

### **Zoning & Land Use**

The site is zoned Planned Development (PD-07-01). The site's Planned Development standards only allow commercial uses. With the rezone to the CIH Overlay District, the site will be able to accommodate mixed use or residential developments with a density of 12 to 35 dwelling units per gross developable acre. Densities of up to 50 dwelling units per gross developable acre are allowed with a Use Permit. The CIH Overlay District will not replace the Planned Development zoning on the site and the commercial uses and standards codified for the Buchanan Crossings project will remain for the site. The proposed rezone will create flexibility on the parcel by supporting the creation of medium/high residential development, mixed-use development, or commercial development.

The Buchanan Crossings Parcel 1 was rezoned to the CIH Overlay District on April 26, 2022, as part of the Study. The subject parcel was not originally included in the Study because staff fielded preliminary inquiries into the development of commercial uses at the Buchanan Crossings' pad sites. Therefore, staff excluded the subject parcel from the Study to prevent potential entitlement conflicts. Ultimately, the preliminary development inquiries did not result in entitlement submittals. Since the Study and the rezone of Parcel 1 to the CIH Overlay District, staff has received inquiries to develop residential uses on Parcel 1. To facilitate residential development on and access to Parcel 1, staff would now like to rezone Parcel 7 to include the CIH Overlay District. Rezoning Parcel 7 would allow for a larger residential development with better access to the existing Buchanan Crossings project entrance off Buchanan Road.

**ATTACHMENTS**

- A. Ordinance to the City Council
- B. [Link to Planning Commission Staff Report](https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-2.pdf)  
<https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/100522-7-2.pdf>
- C. [Link to Planning Commission Resolution 2022-27](https://www.antiochca.gov/fc/community-development/planning/resolutions/2022-27-Buchanan-Crossing-Rezone-signed.pdf)  
<https://www.antiochca.gov/fc/community-development/planning/resolutions/2022-27-Buchanan-Crossing-Rezone-signed.pdf>



ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE  
PARCEL 7 OF BUCHANAN CROSSINGS (APN: 074-480-007) TO INCLUDE THE  
COMMERCIAL INFILL HOUSING (CIH) OVERLAY DISTRICT (Z-22-05)**

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

The City Council determined on November 22, 2022 pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3), the “Common Sense” Exemption, there is no possibility that this rezone will have a significant impact on the physical environment. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable.

SECTION 2:

At its regular meeting of October 5, 2022, the Planning Commission adopted Resolution 2022-27 recommending the City Council adopt the Ordinance to rezone the subject property from Planned Development District (PD 07-01) to include the Commercial Infill Housing (CIH) Overlay District.

SECTION 3:

The real property shown in Exhibit A, attached hereto, is hereby rezoned from Planned Development District (PD 07-01) to include the CIH Overlay District, and the zoning map is hereby amended accordingly.

SECTION 4:

The City Council finds that the that the proposed zone reclassification will allow uses more suitable for the site than the present classification; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted uses are not detrimental to the public or surrounding properties; and that the proposed zone change is in conformance with Antioch General Plan Section 4.4.8.

Section 5

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 22<sup>nd</sup> of November 2022, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_\_ of \_\_\_\_\_, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Elizabeth Householder, City Clerk  
of the City of Antioch**

**EXHIBIT A**

**MAP OF PROPERTY**



APN: 074-480-007

# PLANNING COMMISSION STAFF REPORT



## Buchanan Crossings Parcel 7 Rezone

October 5, 2022

Buchanan Road /APN: 074-480-007  
Z-22-05



### Quick Facts

**Applicant:** City of Antioch

**Zoning:** Planned Development (PD 07-01)

**GP Land Use:** Regional Commercial

**Land Area:** 0.79 Acres

### Project Description

The City of Antioch is proposing to rezone Parcel 7 of the Buchanan Crossings project to include the Commercial Infill Housing (CIH) Overlay Zoning District. The CIH Overlay District will allow residential development on the subject site. The adjacent parcel was rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

### Requested Approvals

REZONE OF PARCEL

**STAFF RECOMMENDATION: APPROVE**



## BACKGROUND

### Subject Site

The subject site is 0.79 acres in size. The site fronts onto Buchanan Road and is located 935 feet west of Somersville Road and 7,445 feet east of Loveridge Road. The site is an undeveloped pad parcel (Parcel 7) within the Buchanan Crossings commercial development. The adjacent parcel to the west of the subject site was rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).



### Site History

In 2008, the 13.5 acre Buchanan Crossings commercial project was approved by City Council. The project approvals included a rezone of the project to Planned Development, a Final Development Plan, a Use Permit, and a Vesting Tentative Map. The project consisted of a 103,139 square foot shopping center with 12 separate buildings. Currently, only part of the eastern half of the project has been developed. The rest of the project, including the subject rezone site, is currently vacant. As part of the City's Strategic Infill Housing Study, the adjacent Buchanan Crossings parcel to the west of the subject site (Parcel 1) was rezoned to include the CIH Overlay District on April 26, 2022 (Ord. No. 2210-C-S).

## ANALYSIS

### Overview

The City of Antioch is seeking to rezone the subject site from Planned Development District to include the CIH Overlay District. The CIH Overlay District will allow for the development of residential uses at the site, which will be required to conform to the detailed site development regulations of the CIH Overlay District.

### General Plan, Zoning, and Land Use

The General Plan designation of the site is Regional Commercial. As part of the City's Strategic Infill Housing Study (Study), the General Plan Land Use Element was amended to include Commercial Infill Housing policies in section 4.4.8. The policy allows the development of mixed use or residential projects on sites zoned with the CIH Overlay District. The policy direction allows the CIH Overlay District to be placed on vacant and/or underutilized infill sites a minimum of 20,000 square feet in size.

The zoning of the site is Planned Development (PD-07-01). The site's Planned Development standards only allow commercial uses. With the rezone to the CIH Overlay District, the site will be able to accommodate mixed use or residential developments with a density of 12 to 35 dwelling units per gross developable acre. Densities of up to 50 dwelling units per gross developable acre are allowed with a Use Permit. The CIH Overlay District will not replace the Planned Development zoning on the site and the commercial uses and standards codified for the Buchanan Crossings project will remain for the site. The proposed rezone will create flexibility on the parcel by supporting the creation of medium/high residential development, mixed-use development, or commercial development.

The Buchanan Crossings Parcel 1 was rezoned to the CIH Overlay District on April 26, 2022, as part of the Study. The subject parcel was not originally included in the Study because staff fielded preliminary inquiries into the development of commercial uses at the Buchanan Crossings' pad sites. Therefore, staff excluded the subject parcel from the Study to prevent potential entitlement conflicts. Ultimately, the preliminary development inquiries did not result in entitlement submittals. Since the Study and the rezone of Parcel 1 to the CIH Overlay District, staff has received inquiries to develop residential uses on Parcel 1. To facilitate residential development on and access to Parcel 1, staff would now like to rezone Parcel 7 to include the CIH Overlay District. Rezoning Parcel 7 would allow for a larger residential development with better access to the existing Buchanan Crossings project entrance off Buchanan Road.

Comparison of Adjacent Properties			
Vicinity	GP Land Use	Zoning	Current Use
North	Regional Commercial	Planned Development (PD 07-01)	Vacant
South	High Density Residential	Medium Density Residential with Manufactured Housing Combining District (R-20T)	Mobile Home Park
East	Regional Commercial	Planned Development (PD 07-01)	Vacant
West	Regional Commercial	Planned Development (PD 07-01)	Commercial Center

### ENVIRONMENTAL ANALYSIS

The proposed project is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3), the "Common Sense" Exemption. This exemption can be used when it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. This project merely rezones the subject parcel to allow a wider range of uses on the parcel. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable. Based on the above information, this rezone is exempt from CEQA under the "Common Sense" Exemption.

### ATTACHMENT

- A. Resolution recommending City Council approve the Rezone
  - a. Exhibit A: Ordinance to City Council



**PLANNING COMMISSION  
RESOLUTION # 2022-27**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH  
RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN ORDINANCE TO REZONE  
PARCEL 7 OF BUCHANAN CROSSINGS TO INCLUDE THE COMMERCIAL INFILL  
HOUSING (CIH) OVERLAY DISTRICT  
(APN: 074-480-007) (Z-22-05)**

**WHEREAS**, the City of Antioch (City) is seeking approval for a rezone of Parcel 7 of Buchanan Crossings (APN: 074-480-007) from Planned Development District (PD 07-01) to include the Commercial Infill Housing (CIH) Overlay District;

**WHEREAS**, the project site consists of an approximately .79 acre parcel, known as Parcel 7 of Buchanan Crossings, located on Buchanan Road between Somersville Road and Loveridge Road (APN: 074-480-007);

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3), the “Common Sense” Exemption, there is no possibility that this project will have a significant impact on the physical environment. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable;

**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 September 23, 2022 for the public hearing held on October 5, 2022; and

**WHEREAS**, the Planning Commission 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**, in consideration of the rezone, the granting of such rezone will not adversely affect the comprehensive General Plan.

**NOW THEREFORE, BE IT RESOLVED** that the Planning Commission does hereby make the following findings pursuant to Section 9-5.2802 “FINDINGS REQUIRED” of the Antioch Municipal Code for recommendation to the City Council for approval of the proposed zoning change:

1. That the proposed zone reclassification will allow uses more suitable for the site than the present classification.

**Finding:** The subject property is currently zoned Planned Development (PD 07-01), which allows commercial uses at the site. The rezone to include the CIH Overlay District will allow for the development of residential and mixed-use projects on the site, while maintaining the ability to develop commercial uses. The site has not developed under the current commercial designation and adding additional uses would provide greater development opportunities.

2. That uses permitted by the proposed zoning will not be detrimental to adjacent or surrounding properties.

**Finding:** The uses permitted by the proposed zone change will not be detrimental to adjacent or surrounding properties. The site is adjacent to a parcel which already contains the CIH Overlay District and this rezone will enact the same zoning on the subject parcel as the adjacent parcel.

3. That evidence has been presented documenting land use changes in the area to warrant a change in zoning.

**Finding:** Since 2008, the site has been approved for commercial uses. To date, no commercial uses have been developed on the site. By adding the option to develop residential and mixed use project at the site, the development opportunity will be increased at the site.

4. That the requested zoning change is in conformance with the General Plan

**Finding:** The proposed zoning change to CIH Overlay District would be consistent with General Plan Section 4.4.8, which allows for certain vacant commercial sites meeting be eligible to be rezoned to the CIH Overlay District. The subject parcel meets the intent and requirements of Section 4.4.8.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Planning Commission does hereby recommend to the City Council **APPROVAL** of the draft Ordinance (Exhibit A) to rezone the approximately .79 site, known as Parcel 7 of Buchanan Crossings, located on Buchanan Road between Somersville Road and Loveridge Road (APN: 074-480-007) to include the CIH Overlay District.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing recommendation was passed and adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 5th day of October 2022, by the following vote:

**AYES:** Gutilla, Hills, Lutz, Martin, Motts, Riley, Schneiderman

**NOES:**

**ABSENT:**

**ABSTAIN:**

  
Forrest Ebbs (Oct 10, 2022 10:48 PDT)

**FORREST EBBS**  
**Secretary to the Planning Commission**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 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:** Discussion of Providing \$125,000 to the Antioch Chamber of Commerce for General Support

---

### **RECOMMENDED ACTION**

It is recommended that the City Council discuss support for the Antioch Chamber of Commerce and provide staff with direction.

### **FISCAL IMPACT**

The recommended action has no fiscal impact at this time.

### **DISCUSSION**

At the request of Mayor Thorpe, staff is seeking direction for providing fiscal support to the Antioch Chamber of Commerce. This item is for discussion and direction by the City Council.

### **ATTACHMENTS**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 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:** Sister Cities International Membership Request

---

### **RECOMMENDED ACTION**

It is recommended that the City Council provide direction to staff to activate the City of Antioch's membership with Sister Cities International and to return to City Council with a proposed program and annual budget.

### **FISCAL IMPACT**

Approval of this action will result in the payment of an annual membership to Sister Cities International ("SCI") in the amount of \$1,030 be paid from the Sister Cities General Fund budget line item.

### **BACKGROUND**

Sister Cities International was established in 1956 with the intent of creating relationships involving culture, education, and information exchanges worldwide. SCI's mission is to establish "citizen diplomacy" through person-to-person relationships.

### **DISCUSSION**

The City of Antioch first established a relationship with SCI on October 9, 1967, by City Council Resolution No. 2594-A. This action created the relationship with Chichibu, Saitama, Japan. In addition to Chichibu, Council approved Resolution No. 81-269 creating a sister city relationship with Hidalgo Del Parral, Chihuahua, Mexico in 1981 and Resolution No. 89-278 creating a relationship with Lazaro Cardenas, Michoacan de Ocampo, Mexico in 1989.

Councilmember Wilson requested staff investigate the City's relationship with SCI and return to Council with information. Staff has determined that the City of Antioch has not had a formal relationship with SCI for years. While the relationship with Chichibu has been maintained over the years, the relationship has not been formally recognized by SCI for years.

Staff is requesting Council direction that will re-establish the City's membership with SCI and utilize the benefits that are afforded to all SCI members. If directed, staff will return to Council with a proposed budget to participate within the parameters of the SCI program that includes hosting and visiting plans, youth participation, and cultural exchanges.

**ATTACHMENTS**

- A. Sister Cities International Membership Benefits
- B. Chichibu, Saitama, Japan Resolution
- C. Hidalgo Del Parral, Chihuahua, Mexico Resolution
- D. Lazaro Cardenas, Michoacan de Ocampo, Mexico Resolution



**SisterCities**  
INTERNATIONAL

## BENEFITS OF MEMBERSHIP

### Joining the sister cities network

Membership in the SCI network benefits your local sister city program in several ways. SCI is the clearinghouse for local programs nationwide, providing services to its members, compiling statistics, promoting the SCI mission, publicizing the efforts of sister city programs, projects and volunteers, recognizing young artists and international scholars and offering various grant programs to its members each year.

Dues-paying members receive:

- Access to the SCI affiliations database and SCI guidance and support during the affiliation process
- Technical assistance on building, funding and managing a local sister city program
- International training, cross-cultural expertise, protocol advice and development materials
- Participation in virtual global roundtables linking cities around the world, including networking with Ambassadors and other diplomats
- Participation in virtual Global Conversations regarding issues pertinent to citizen diplomats
- Access to municipal professionals and political leaders throughout the world
- Up-to-date information on leading NGOs, foundations and government initiatives that support sister city activities
- SCI publications, including SCI News, Report to the Membership, the SCI directory, and the annual convention and awards programs
- Guides and brochures for program development, practical training, teacher and youth exchange, fundraising and proposal writing
- Reduced registration and exhibit fees for regional, national and international conferences
- Voice and vote for SCI leadership and association policies
- Eligibility for innovative grant programs, from youth exchange to municipal training
- Eligibility for the annual awards program
- Discounted group and incentive travel programs
- Eligibility for the Young Artist and Authors competition
- Opportunity to identify and send young adults to the SCI Youth Leadership Conference
- Access to J-1 Visas for practical training and various insurance policies
- Invaluable networking opportunities through state, regional, bilateral and international SCI conferences and meetings
- Hands-on assistance from your SCI State Representative
- Networking with other world leaders in the Sister Cities International network

Sister city programs tap SCI's resources to find contacts, to network globally and to glean ideas about how to develop projects that benefit U.S. communities and their affiliations.

Although one person may serve as the driving force to start a program, all successful sister city programs have many people involved in the planning process. These citizens guide the sister city program while it is being structured and organized. It is not necessary to have a sister city to establish a sister city program and become a member of SCI.

## SCI Membership Programs and Benefits

For more member benefits, please visit our website at [www.sistercities.org/membership](http://www.sistercities.org/membership)

### Global Networking

- Peer-to-peer networking with sister cities programs
- Connect with foreign communities
- Support from foreign and domestic Diplomatic Corps

### Telling Your Story

- Marketing & communications assistance
- Recognition through Annual Awards
- Crisis communications

### Resources That Matter

- Governance & policy services
- Discounted affinity benefits
- Toolkits & templates

### City Connection Marketplace

Sister Cities International has helped dozens of communities develop partnerships in countries around the world. Let us help you find your next sister city.

*"Concord might never have paired with Freeport, Bahamas has it not been for the assistance of this program."*

### High School Homestay

As a J-1 Visa sponsor, Sister Cities International can help you provide the experience of a lifetime to an international youth. Host students for a semester or year-long stay in your sister city.

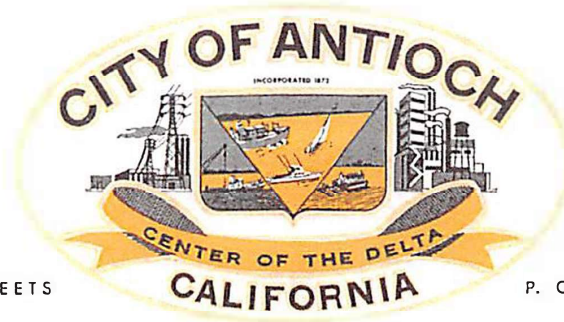
*"I improved my English, I made a lot of friends, I developed a good relationship with my host family, and I learned to understand American culture better. Now I feel more like a citizen of the world."*



**SisterCities**  
INTERNATIONAL



(A)  
File \_\_\_\_\_



CITY HALL · THIRD AND "H" STREETS

P. O. BOX GG · TELEPHONE 757-3333

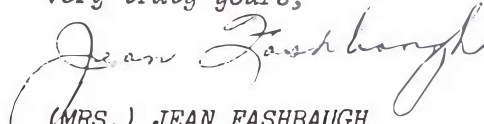
October 23, 1967

Mr. Richard Oakland  
Director of Town Affiliation  
1612 "K" Street N.W.  
Washington, D. C. 20006

Dear Mr. Oakland:

Enclosed herewith is a resolution adopted by the City Council of the City of Antioch extending an invitation to the City of Chichibu, Japan, and its people to participate with the City of Antioch in the Sister-City Program.

Very truly yours,

  
(MRS.) JEAN FASHBAUGH  
City Clerk

JF:dm  
enc.

cc: Mr. Verne Roberts

RESOLUTION OF THE COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA,  
EXTENDING AN INVITATION TO THE CITY OF CHICHIBU, JAPAN, TO  
BECOME A SISTER-CITY IN THE PEOPLE-TO-PEOPLE PROGRAM AND  
INVITING THE PEOPLE OF ANTIOCH TO PARTICIPATE IN SAID PROGRAM  
-----

WHEREAS, The "People-to-People Program" was established by the President of the United States at the White House in 1956 to establish greater friendship and understanding between the peoples of the United States and other nations through the medium of direct personal contact; and

WHEREAS, To implement this program, Antioch and other cities in the United States have been requested by the American Municipal Association to affiliate with a city abroad of similar characteristics and mutual interest; and

WHEREAS, Antioch, through its Council, does recognize and endorse this program with the hope that it will lead to a lasting friendship between the people of Antioch and Chichibu.

NOW, THEREFORE, BE IT RESOLVED BY THE ANTIOCH CITY COUNCIL AS FOLLOWS:


- Section 1. That this Council on behalf of the people of Antioch hereby extends an invitation to the Government and people of the City of Chichibu to participate with Antioch as its Sister-City in the "People-to-People Program" for the purpose of creating goodwill and understanding between the people of our two great nations.
- Section 2. That Mr. Verne L. Roberts is hereby authorized to act as official representative of Antioch to carry out this program.
- Section 3. That copies of this resolution are to be sent to the Mayor and Council of the City of Chichibu, Japan, the American Municipal Association, the United States Department of State, and the Embassy of Japan.
- 

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of the City Council held on the 9th day of October, 1967, by the following vote:

AYES: Councilmen Roberts, Prator, Kline, and Mayor Lopez.

NOES: Councilman Desrys.

ABSENT: Councilmen None.

  
JEAN FASHBAUGH, City Clerk  
City of Antioch

RESOLUTION NO. 81/269

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
EXTENDING AN INVITATION TO THE CITY OF HIDALGO DEL PARRAL,  
CHIHUAHUA, MEXICO TO BECOME A SISTER CITY PROGRAM,  
AND ADOPTING SAID CITY AS A SISTER CITY**

---

WHEREAS, the "People-to-People Program" was established by the President of the United States in 1956 to establish greater friendship and understanding between the peoples of the United States and other nations through the medium of direct personal contact; and

WHEREAS, to implement this program, Antioch and other cities in the United States have been requested by the American Municipal Association to affiliate with a city abroad of similar characteristics and mutual interests; and

WHEREAS, the Antioch-Mexico Sister City Association has visited the City of Hidalgo del Parral, Chihuahua, Mexico, and have recommended to the City Council that Antioch and Hidalgo del Parral, Chihuahua, establish the relationship of sister cities; and

WHEREAS, the City of Antioch does recognize and endorse this program with the hope that it will lead to a lasting friendship between the people of Antioch and Hidalgo del Parral, Chihuahua.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby extends an invitation to the government and people of the City of Hidalgo del Parral, Chihuahua, Mexico, to participate with Antioch as its Sister City in the "People-to-People Program" for the purpose of creating goodwill and understanding between the people of our two great nations.

BE IT FURTHER RESOLVED that upon acceptance of this invitation, the City of Antioch hereby adopts the City of Hidalgo del Parral, Chihuahua, Mexico, as a Sister City.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the appropriate governmental officers of the City



of Hidalgo del Parral, Chihuahua, Mexico, the American Municipal Association, the United States Department of State, and the Embassy of Mexico.

\* \* \* \* \*

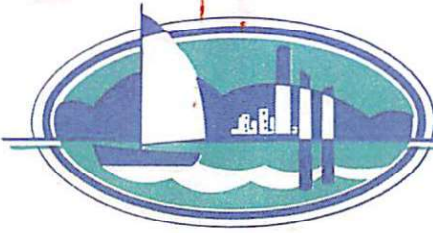
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22d day of December, 1981, by the following vote:

AYES: Council Members Pierce, Hall, Catanzaro, Andrade and Mayor Roberts

NOES: None

ABSENT: None

Glenice Randall Deputy  
CITY CLERK OF THE CITY OF ANTIOCH



ANTIOCH CA 94509

CITY HALL THIRD AND H PO 130

415-757-3333  
ext. 302

December 23, 1981

Director  
Town Affiliation Association  
1625 'I' Street, NW  
Washington DC 20006

*tried to reach by  
phone several times  
re: finalization  
no luck.*

Gentlemen:

Enclosed herewith is Resolution No. 81/269 adopted by the City Council of the City of Antioch, California on December 22, 1981, extending an invitation to the City of Hidalgo del Parral, Chihuahua, Mexico, and its people to participate in the Sister-City Program.

Sincerely,

*Florence V. Rundall*

FLORENCE V. RUNDALL  
Deputy City Clerk

Enc.

RESOLUTION NO. 89/278

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
EXTENDING AN INVITATION TO THE CITY OF LAZARO CARDENAS,  
MICHOACAN DE OCAMPO, MEXICO, TO BECOME A  
SISTER CITY AND INVITING THE PEOPLE OF SAID CITY  
TO PARTICIPATE IN SAID PROGRAM

WHEREAS, the Sister City concept was inaugurated by the President of the United States in 1956 to establish greater friendship and understanding between the peoples of the United States and other nations through the medium of direct personal contact; and

WHEREAS, said program has been implemented to encourage the exchange of ideas between the citizens of the United States and the peoples of other nations; and

WHEREAS, the City of Antioch is desirous to strengthen its ties to its Latin community and to people of Latin heritage; and

WHEREAS, the City of Antioch, through its City Council, does endorse this program with the hope that it will further lasting friendship between the people of Antioch and Lazaro Cardenas, Michoacan De Ocampo, Mexico, and enrich the lives of our citizens.

NOW THEREFORE, it is resolved as follows:

That the City Council does hereby extend an invitation to the government and the people of the City of Lazaro Cardenas, Michoacan De Ocampo, Mexico, to participate with the City of Antioch as its Sister City for the purpose of creating greater mutual understanding between the peoples of our two great cities and nations.

BE IT FURTHER RESOLVED that Mayor Pro Tem Mary H. Rocha is hereby authorized to act as official representative of the City of Antioch to carry out this program.

BE IT FURTHER RESOLVED that copies of this Resolution are to be sent to the Mayor and Council of the City of Lazaro Cardenas, Michoacan De Ocampo, Mexico, Sister Cities International in Washington, D.C., the Embassy of Mexico, and the United States Embassy in Mexico.

\* \* \* \* \*

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 12th day of August, 1989, by the following vote:

AYES: Council Members Price, Freitas, Stone, Rocha and Mayor Keller.

NOES: None.

ABSENT: None.

*Anthony P. Marks*  
CITY CLERK OF THE CITY OF ANTIOCH





ANTIOCH CA 94509

CITY HALL THIRD AND H PO 130

December 13, 1991

*Ethel*

Sister Cities International  
Member Services  
120 S. Payne Street  
Alexandria, Virginia 22314

Dear Sir:

We would like to take this opportunity to correct your records for our affiliation with our Sister City in Mexico. The change involves a different City as noted in the City Council resolution attached.

In September 1989 our City Council adopted resolution 89/278 naming the City of Lazaro Cardenas as our sister city in Mexico. In your records we are listed as having the City of Hidalgo del Parral, that should be eliminated as contact was never completed.

Thank you for making the correction to reflect that Lazaro Cardenas is our official Sister City in Mexico.

Sincerely,

*Leonard P. Fadda*

LEONARD P. FADDA  
Assistant to the City Manager

LF/se

*FYI*

*Rick,*

*This change is complete.  
Thought you might want to  
follow-up.*


*En*

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

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

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

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**SUBJECT:** Resolutions Appropriating Expenditures for Encumbrances and Project Budgets Outstanding to the 2022/23 Fiscal Year Budget and Approving Other Amendments to the 2022/23 Fiscal Year Budget

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the following resolutions:

1. Resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2022/23 fiscal year budget and approving other amendments to the 2023 fiscal year budgets.
2. Resolution of the City Council of the City of Antioch approving amendments to the 2023 fiscal year budgets for items considered at the meeting of November 22, 2022.

**FISCAL IMPACT**

Funds were committed and available in the prior fiscal year to pay for encumbrances and project budgets outstanding (Attachment A, Exhibits A & B). This action will carry forward those unspent funds and any related reimbursements into the current fiscal year. Other items requiring amendments are outlined in Exhibits C to Attachment A.

**DISCUSSION**

The City has closed the fiscal year 2021/22 year end. As a result, the following fiscal year 2022/23 budget amendments are requested for the General Fund, as well as other City funds:

- Encumbrances are commitments (purchase orders) related to not yet completed contracts or purchases of goods or services. Encumbrances outstanding at June 30, 2022 are reported as assignments of fund balance since they do not constitute expenditures or liabilities and must be re-appropriated in the 2022/23 fiscal year budget. This action affords the appropriate authorization to complete the payment for these prior commitments (Attachment A - Exhibit A).
- Certain projects appropriated in the 2021/22 budget were not complete, and thus require the remaining budget to be carried forward into the 2022/23 budget to pay for remaining project expenditures (Attachment A - Exhibit B).

- Other budget items reflect changes to the fiscal year 2023 budget needed. Refer to Exhibit C included with the resolution (Attachment A).
- Departments are requesting several new items for consideration this evening. Attachment B is a resolution to approve those items (if any), City Council approves this evening.

### **Fiscal Year 2021/22 Unaudited Closing Numbers**

Fiscal Year 2021/22 closed on June 30, 2022. The City is currently undergoing its year end independent financial statement audit. Preliminary closing figures for the General Fund reflect an ending fund balance of \$34,730,176. Revenues exceeded expenditures by \$13,554,440, resulting in \$7,583,062 being set aside in the Budget Stabilization Fund at year end. An analysis of revenue and expenditure variances is provided below:

### **FY2022 Revenues - \$1,805,333 higher than projected**

The major contributing factors to net revenues higher than projected are:

- \$2,432,375 increase in revenues for the amount billed to the Department of Water Resources (DWR) for our usable river water days as the money was anticipated to be received in October 2022 but was actually received prior to fiscal year end.
- The City recognized negative interest earnings of approximately \$786,000 in the General Fund due to market value losses not budgeted for.

### **FY2022 Expenditures - \$11,749,107 less than projected**

The major contributing factors to net expenditures lower than projected are:

- \$207,436 less in operating subsidy than projected to the Animal Shelter.
- \$540,611 less in operating subsidy than projected to Recreation programs.
- \$3,081,209 in salary savings from all unfilled positions. \$950,823 represents non-Police salary savings which the City Council will need to allocate to one-time projects and/or unfunded liabilities per the City's one-time revenue policy. The appropriation has been included in the budget amendments in Exhibit C to Attachment A.
- \$1,226,436 in purchase orders as of June 30, 2022 not yet entirely spent. The carry forward of the budgets for these is included in the budget amendments in Exhibit A to Attachment A.
- \$3,632,256 in project budgets outstanding as of June 30, 2022 not yet entirely spent. The carryforward of the budgets for these is included in the budget amendments in Exhibit B to Attachment A.
- \$1,112,616 in CIP budgets that were re-budgeted/carried forward to FY23 via resolution 2022/104 with adoption of the 5-year capital budget.
- \$1,048,827 in non-salary savings in Police.
- \$749,474 in non-salary savings in Public Works.

### **Other Budget Amendments for Fiscal Year 2023**

Exhibit C to Attachment A includes other budget amendments needed for the General Fund and other funds of the City. The purpose of the amendments is outlined in the attachments but a few to highlight are:

- Reduce FY23 General Fund 1% sales tax projections by \$400,000 for current sales tax projection trends.

- Increase General Fund property tax projections by \$438,363 based on the assessment increases released by Contra Costa County.
- \$2,432,375 reduction in FY23 General Fund other revenues for the DWR money received in FY22 instead of FY23 as anticipated as discussed earlier in this report.
- \$950,823 added in FY23 General Fund expenditures for one-time revenue monies to be allocated to one-time projects and/or unfunded liabilities.
- \$75,000 in revenues and expenditures added to the Recreation Fund for field trips to be provided.
- \$127,000 in expense added to the Recreation Fund for an increase in the cost of Water Park building siding and painting costs. This also triggers an increase of \$127,000 to the General Fund subsidy.

### **Budget Summary**

The next table reflects fiscal year 2021/22 unaudited closing numbers, and current and revised fiscal year 2022/23 budget figures incorporating the amendments in this report included as Exhibits A, B, and C to Attachment A. While it is not anticipated that 2021/22 General Fund numbers will change, the column is labeled unaudited until the audit is officially concluded as there could be minor updates.

### Budget Summary Table

	2021-22 Unaudited	2022-23 Budget	2022-23 Revised
<b>Beginning Balance, July 1</b>	<b>\$28,758,798</b>	<b>\$34,730,176</b>	<b>\$34,730,176</b>
<b>Revenue Source:</b>			
Taxes	52,803,034	54,525,334	54,963,697
Taxes – Measure C	20,167	0	0
1% Sales Tax	20,508,561	21,436,699	21,036,699
Licenses & Permits	4,305,034	2,682,000	2,682,000
Fines & Penalties	74,529	135,100	135,100
Investment Income & Rentals	-50,053	620,000	620,000
Revenue from Other Agencies	348,857	857,050	857,050
Current Service Charges	4,895,390	6,935,771	6,935,771
Other Revenue	5,696,747	3,080,150	647,775
Transfers In	3,879,955	3,911,486	3,911,486
<b>Total Revenue</b>	<b>92,482,221</b>	<b>94,183,590</b>	<b>91,789,578</b>
<b>Expenditures:</b>			
Legislative & Administrative	6,181,870	7,168,465	7,242,190
Finance	1,568,272	2,229,343	2,229,343
Nondepartmental	5,342,369	6,614,781	8,716,145
Public Works	10,411,518	12,739,151	14,572,196
Police Services	46,431,632	53,774,362	55,086,491
Police Services-Measure C	20,167	0	0
Police Services-Animal Support	1,313,715	2,027,290	2,027,290
Recreation/Community Svs.	1,832,615	4,316,526	4,445,567
Pub. Safety & Community Resources	533,261	2,823,621	3,097,793
Community Development	5,292,362	7,914,821	8,327,684
<b>Total Expenditures</b>	<b>78,927,781</b>	<b>99,608,360</b>	<b>105,744,699</b>
<b>Budget Stabilization Transfer</b>	<b>(7,583,062)</b>	<b>4,157,284</b>	<b>13,955,121</b>
<b>Surplus/(Deficit)</b>	<b>5,971,378</b>	<b>0</b>	<b>0</b>
<b>Ending Balance, June 30</b>	<b>\$34,730,176</b>	<b>\$33,462,690</b>	<b>\$34,730,176</b>
Committed-Comp. Absences	138,118	150,338	150,338
Committed-Litigation Reserve	500,000	500,000	500,000
Committed-Comm. Dev. Fees	800,135	1,020,135	1,020,135
Assigned – Encumbrances & Projects	6,922,131	0	0
<b>Unassigned Fund Balance</b>	<b>\$26,369,792</b>	<b>\$31,792,217</b>	<b>\$33,059,703</b>
<b>Percentage of Revenue</b>	<b>28.51%</b>	<b>33.76%</b>	<b>36.02%</b>

### **Additional Budget Items for Consideration**

Additional items for budget consideration are staffing requests, one-time revenue spending from FY21 and FY22 not yet allocated and remaining American Rescue Plan Act (“ARPA”) funding. Staffing requests are not included in the Budget Summary Table on the previous page.

#### **1) Staffing Requests**

- Administrative Analyst I (Economic Development) – Annual salary and benefits at Step A is estimated to be \$170,892 with a projected FY23 General Fund pro-rated impact of \$60,464 which includes \$3,500 in equipment and supplies. This position is being requested to support:
  - contract management
  - grant support
  - monitoring and maintenance of the business database
  - monitoring and maintenance of the commercial property database
  - additional support for the implementation of visitation, retention, expansion, and attraction programs by identifying and contacting any of the over 3,300 companies that operate in Antioch
  - focus and provide attention to the Rivertown Dining/Business District
  - social media efforts
  - business outreach
  - clerical duties of department such as phones, emails, etc.
- Deputy City Attorney – Annual salary and benefits is estimated to be \$294,714 with a projected FY23 General Fund pro-rated impact of \$122,798. This position is being requested to support the recently passed Rent Stabilization ordinance. The Deputy will provide advice and counsel to rent program staff on the ordinance, tenant and landlord petitions, implementation of hearings, standards for rent reduction, landlord’s right of fair return, due process issues, program fees, requests for exemptions and drafting compliance letters. The Deputy may also attend small claims court for minor lawsuits and investigating cases of non-compliance.
- Administrative Analyst II (City Attorney) – The estimated annual salary and benefit range from Step A to E is \$187,018 to \$220,958. The estimated FY23 General Fund pro-rated impact is \$101,994. This position is being requested to support the recently passed Rent Stabilization ordinance. The Analyst will manage email and telephone communications with tenant and landlord petitioners; coordinate the rental unit registration process, assist tenants and landlords with registration, filing petitions, performing an initial review of petitions to determine whether they are acceptable; provide feedback and assist parties with the correction of petitions; schedule hearings, assign parties to a hearing examiner and collect program fees (in collaboration with the Finance Department).

- Assistants to City Council – A total of three part time positions are being requested to aid the City Council. The positions would be assigned one (1) to the Mayor, one (1) to District's 1 and 2 and one (1) to District's 3 and 4. The position classifications and scope of duties will be determined if approved. The FY23 General Fund pro-rated budget impact is estimated at \$40,000.
- Administrative Analyst II/III (Human Resources) – The estimated annual salary and benefit range is \$187,018 to \$240,819. The FY23 estimated General Fund pro-rated budget impact is \$92,066. This position is being requested to develop, update and implement policies and procedures; manage projects for modernizing HR forms, benefits and systems; assist with budget preparation; assist the Director with higher-level analysis for programs, operational and administrative functions. If this position is not approved, then Human Resources is requesting that \$10,000 be added to their budget for overtime costs.
- Administrative Analyst I (Information Services) – The annual salary and benefit cost at step A is \$170,892. The estimated FY23 pro-rated budget impact is \$60,464 (including \$3,500 for equipment and supplies), with a portion to be allocated to the General Fund through the City's cost allocation plan. This position is being requested to manage information services ticketing system, handle all ordering, PO generation, processing of invoices and well as other low level technical tasks.
- Police Records & Evidence Supervisor (Police) – The annual salary and benefit range is estimated to be \$204,940 to \$242,960. The estimated pro-rated General Fund budget impact is \$55,987. This position is being requested in order to re-assign an existing Corporal position completing the duties of this new position to alternate functions. This new position will be responsible for overseeing the intaking, logging, and storage of evidence in the department. This position is critical as the Property and Evidence division currently has no direct supervisor. This position classification does not currently exist and will need to have specifications and a salary range brought back for approval.
- Part-Time Customer Service Representatives (Finance) – Two part time Customer Service Representatives are being requested to staff City Hall's main breezeway lobby to assist residents entering City Hall. Currently, part time Recreation staff rotate in this capacity, but not only is there a lack of direct supervision or direction provided to these employees as they report to Recreation supervisors not on site at City Hall, but there is a lack of consistency in the employees who rotate which may lead to some discrepancy in information being provided. As most of the assistance provided relates to Community Development or Water Desk processes, it is being proposed to hire two dedicated part-time customer service employees that report to Finance in order to provide the best level of customer service possible for our residents visiting City Hall. The estimated FY23 pro-rated General Fund impact is \$25,000.



The following chart demonstrates the impact to General Fund reserves if staffing requests are approved.

### Summary of Staffing Requests

	FY22/23 General Fund Revised
<b>Ending Fund Balance (with other amendments)</b>	<b>\$ 34,730,176</b>
<b>GF Positions for Consideration:</b>	
Administrative Analyst II (City Attorney)	101,994
Administrative Analyst I (Economic Development)	60,464
Deputy City Attorney	122,798
Administrative Analyst II/III (Human Resources)	92,066
2 Part Time Customer Service Representatives (Finance)	25,000
Police Records & Evidence Supervisor (Police)	55,987
Assistants (City Council)	40,000
<b>Total General Fund Staffing Considerations</b>	<b>498,309</b>
<b>Ending Fund Balance</b>	<b>\$ 34,231,867</b>
<b>Other Fund Positions for Consideration:</b>	
Administrative Analyst I (Information Services)	\$ 60,464

## 2) One-Time Revenue Spending

At the close of FY21, there was \$1,051,661 in non-police salary savings considered "one-time revenues" under current City policy. City Council initially discussed allocation of these funds at the November 23, 2021 City Council meeting making several suggestions but ultimately deciding to re-visit the topic at a later meeting. This was presented again at the May 24, 2022 City Council meeting with direction to bring back at a future meeting.

With the close of FY22, there is an additional \$950,823 in non-police salary savings available for allocation, bringing the total for both fiscal years to \$2,002,484 for consideration. Staff is asking for City Council to allocate the funds to projects one-time in nature. Ideas proposed by City Council in 2021, as well as some additional staff suggestions are:

- a) Apply all funds to unfunded liabilities. In prior years, 50% of funds were applied to unfunded liabilities which allowed the City to fully fund the Police Supplemental Retirement Plan. However, with market volatility and a required change in the discount rate, this plan has gone from being over funded to now having a liability of \$354,906 should the Council want to consider again paying down this liability.
- b) Hard House rehabilitation costs.
- c) Public Safety and Community Resources building costs (since this was proposed, \$4,300,000 in ARPA funding was allocated to this project).

- d) Emergency Operations Center (EOC) upgrades at a cost of \$300,000.
- e) \$400,000 for slide structure repair at the Water Park. CalOSHA has required that the City fix the slide before the inspection next year. If one-time monies are not applied to this project, General Fund monies will need to be allocated regardless of source due to the critical nature, and safety hazard, of the repair.

### **3) ARPA**

The City of Antioch received a total of \$21,550,900 in ARPA funds. On April 12, 2022, City Council allocated \$17,360,000 to projects (see Attachment C). City Council further committed \$2M at the August 9, 2022 City Council meeting towards interim and/or permanent supportive housing opportunities as part of a future application for round 3 Homekey funding. This leaves a balance of \$2,190,000 unallocated ARPA funds. As a reminder, funds must be obligated or expended by December 31, 2024. Funds obligated by December 31, 2024 but not yet spent have to be spent by December 31, 2026. City Council discussion and direction is requested.

## **ATTACHMENTS**

- A.** Resolution Appropriating Expenditures for Encumbrances and Project Budgets Outstanding as of June 30, 2022 to the 2022/23 Fiscal Year and Approving Other Amendments to the 2023 Fiscal Year Budget
  - Exhibit A to Resolution – Encumbrances to Reappropriate
  - Exhibit B to Resolution – Project Budget Carryovers
  - Exhibit C to Resolution – Other Budget Amendments for Fiscal Year 2023
- B.** Resolution Approving Amendments to the 2023 Fiscal Years Budget as Approved on November 22, 2022
  - Exhibit A to Resolution – Budget Amendments Approved (to be added)
- C.** ARPA Allocations

# ATTACHMENT A

## RESOLUTION NO. 2022/\*\*

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING AS OF JUNE 30, 2022 TO THE 2022/23 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2023 FISCAL YEAR BUDGET**

**WHEREAS**, a number of encumbrances have been reflected in the accounting system to reserve funds which were encumbered in the 2021/22 fiscal year budget, but which are to date unexpended and are required to be re-appropriated to the 2022/23 fiscal year;

**WHEREAS**, project budgets outstanding as of June 30, 2022 need to be re-appropriated; and

**WHEREAS**, other amendments to the 2023 fiscal year budget are required;

**NOW, THEREFORE, BE IT RESOLVED**, the appropriations of new expenditures to the 2022/23 fiscal year budget for encumbrances and projects outstanding at June 30, 2022 and revisions to the 2023 fiscal year budget, as specified in Exhibits A, B & C,(incorporated herein by reference), are hereby approved and the budget shall be deemed to be so amended.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

# ATTACHMENT A, p. 2

## EXHIBIT A ENCUMBRANCES AT JUNE 30, 2022 TO REAPPROPRIATE

Fund/Department	Account Description	PO Number	Vendor	Appropriation Request
<b>GENERAL FUND:</b>				
Nondepartmental	Contracts Professional	P220412	Revenue and Cost Specialist LLC	4,000
City Manager	Chinese History Project	P220388	Eviva Brands LLC	17,150
Economic Development	Public Information	P220393	San Francisco Business Times	18,000
Economic Development	Marketing	P220399	Orange22 Inc	28,575
Public Works	Contracts Professional	P210262	RSM Design	15,635
Public Works	Vehicle Replacement	P220370	National Auto Fleet Group	136,096
Public Works	Contracts Professional	P220419	Bellingham Marine Industries	27,017
Public Works	Contracts Professional	P210339	Interwest Consulting Group	79,758
Public Works	Telephone/Pagers	P220471	Computerland	1,232
Public Works	Contracts Professional	P180674	David Taussig and Associates	33,114
Public Works	Contracts Professional	P200428	Testing Engineers	9,009
Community Development	Contracts Professional	P200412	Economic and Planning Systems	13,254
Community Development	Contracts Professional	P210418	Placeworks Inc	124,435
Community Development	Contracts Professional	P210466	4Leaf Inc	27,513
Community Development	Contracts Professional	P220312	Tyler Technologies	193,945
Community Development	Contracts Professional	P220430	Data Ticket	50,000
Community Development	Contracts Professional	P220459	Dell Computer	3,716
Police	Equipment	P220317	Bay Alarm Company	307,176
Police	Contracts Professional	P220058	Police Strategies LLC	40,000
Police	Training	P220286	ECS Imaging	5,400
Police	Contracts Professional	P220343	Altura Communications Solutions	8,792
Police	Contracts Professional	P200502	Gemalto Cogent Inc	22,000
Police	Contracts Professional	P220176	Preparative Consulting	40,000
Police	Contracts Professional	P220477	AMS Dot Net	4,619
Police	Ammunition	P220503	LC Action Police Supply	16,000
<b>Total General Fund</b>				<b>\$ 1,226,436</b>
<b>MARINA FUND:</b>				
Public Works	Contracts Professional	P220407	Vortex Marine Construction	\$ 152,000
<b>Total Marina Fund</b>				<b>\$ 152,000</b>
<b>VEHICLE REPLACEMENT FUND:</b>				
Public Works	Equipment	P220372	National Auto Fleet Group	\$ 108,228
Public Works	Equipment	P220298	Owens Equipment Sales	201,267
Public Works	Equipment	P220448	Cal-Line Equipment	65,543
Public Works	Equipment	P220463	Terex Utilities Inc	197,334
Public Works	Equipment	P220370	National Auto Fleet Group	70,080
<b>Total Vehicle Replacement Fund</b>				<b>\$ 642,452</b>
<b>DEVELOPMENT IMPACT FEE FUND (POLICE/ADMINISTRATION):</b>				
Community Development	Contracts Professional	P210363	Economic and Planning Systems	\$ 30,725
Police	Equipment	P220469	National Auto Fleet Group	96,123
<b>Total Development Impact Fee Funds</b>				<b>\$ 126,848</b>
<b>WATER FUND:</b>				
Public Works	Equipment	P220372	National Auto Fleet Group	\$ 102,505
Public Works	Contracts Professional	P210385	Vincent Electric Motor	12,051
Public Works	Parts & Service	P220486	Burlingame Engineers	2,771
Public Works	Contracts Professional	P220322	Tesco Controls Inc	6,500
Public Works	Equipment	P220008	Hach Co	17,377
Public Works	Contracts Professional	P140211	Walter Bishop Consulting	157,654
Public Works	Contracts Professional	P150346	Exponent	86,486
Public Works	Contracts Professional	P190239	Gualco Group	85,424
Public Works	Equipment	P220267	National Auto Fleet Group	192,371
<b>Total Water Fund</b>				<b>\$ 663,139</b>
<b>SEWER FUND:</b>				
Public Works	Contracts Professional	P210412	Municipal Financial Services	\$ 19,630
Public Works	Equipment	P220298	Owens Equipment Sales	301,814
<b>Total Sewer Fund</b>				<b>\$ 321,444</b>
<b>Grand Total Encumbrances</b>				<b>\$ 3,132,319</b>

# ATTACHMENT A, p. 3

## EXHIBIT B PROJECT/OTHER BUDGET CARRYOVERS FROM JUNE 30, 2022

Description	FY22 Budget	FY22 Expenditures	Balance to Carryover to FY23	Funding Source
Police Vehicle/Equipment Purchases	\$ 800,933	\$ 132,791	\$ 668,142	General Fund
Homeless Services	430,328	300,156	130,172	General Fund
One Time Projects	1,051,661	-	1,051,661	General Fund
Chiller Replacement at PD	200,000	-	200,000	General Fund
Youth Recreation Scholarships	2,041	-	2,041	General Fund
Sesquicentennial/4th of July Celebrations	94,880	-	94,880	General Fund
PW Truck & Furniture Equip/Vehicle Replacements	398,786	19,882	378,904	General Fund
Basement Remodel Furniture/Equipment	50,000	4,176	45,824	General Fund
Streets Division Paint/Signs/Preemergent	246,997	162,245	84,752	General Fund
Trail Overlay Project	107,000	-	107,000	General Fund
Roof Repairs/Furniture Replace./Vehicle Purchase	359,000	-	359,000	General Fund
Landscape & Parks Enhancements and Repairs	1,990,081	1,480,201	509,880	General Fund
Creek Maintenance	91,360	-	91,360	NPDES Fund
Parks Vehicle Replacements	36,000	-	36,000	SLLMD Funds
ROW Landscape Enhancements	2,408,032	1,318,431	1,089,601	SLLMD Funds
Economic Development	25,861	-	25,861	RDA Fund
Pool Plaster Repairs	160,000	63,777	96,223	Recreation Fund
Recreation Vehicle Replacement	15,000	-	15,000	Recreation Fund
Shop Alarm	8,000	-	8,000	Vehicle Maintenance Fund
Marina Ladder Upgrade/Office Flooring Replace.	24,030	-	24,030	Marina Fund
WTP Furniture & Instrumentation Replacement	262,546	17,673	244,873	Water Fund
Public Works Vehicle Replacements	572,251	79,753	492,498	Water Fund
Sycamore Sewer Rehabilitation	530,606	-	530,606	Sewer Fund
Stores Building Restoration	123,000	-	123,000	Sewer Fund
PW Vehicle Purchases	312,162	-	312,162	Sewer Fund

# ATTACHMENT A, p. 4

## EXHIBIT C OTHER BUDGET AMENDMENTS - FY23

<u>Fund/Account</u>	<u>FY23 Budget</u>	<u>FY23 Amendment</u>	<u>FY23 Revised Budget</u>	<u>Purpose</u>
<b>General Fund:</b>				
Taxes	\$54,525,334	\$38,363	\$54,563,697	Increase in property tax projections/reduce 1% tax projections
Other Revenue	3,080,150	(2,432,375)	647,775	River water days reimb. received FY22, anticipated FY23
Budget Stabilization Transfer	4,157,284	9,797,837	13,955,121	Increase transfer for encumbrance and project carryovers
<b>Total General Fund Revenue</b>		<b>7,403,825</b>		
One Time Revenue Allocation	-	950,823	950,823	One time revenue allocation budget
Legislative & Administrative	7,168,465	10,000	7,178,465	Hiring expenses
Public Works	12,584,281	45,824	12,630,105	Furniture/Equipment for basement/2nd floor remodel
Recreation/Comm. Services	4,316,526	127,000	4,443,526	Increase recreation subsidy for increase in repair costs
Public Safety and Community Resources	2,823,621	144,000	2,967,621	Moving reimbursement for non-profits/Homekey program work/Delta Landing
<b>Total General Fund Expense</b>		<b>1,277,647</b>		
<b>Budget Stabilization Fund:</b>				
Transfers Out	4,157,284	9,797,837	13,955,121	Increase transfer for encumbrance and project carryovers
<b>Recreation Fund:</b>				
Revenues	1947200	75,000	2,022,200	Field trip revenue
Expenses	6,435,151	202,000	6,637,151	Field trip expenses/WP building siding & painting cost increase
Transfer In - General Fund	4,316,526	127,000	4,443,526	WP building siding & painting cost increase
<b>Federal Asset Forfeiture Fund:</b>				
Expenses	100,519	100,000	200,519	Training expenses
<b>Loss Control Fund:</b>				
Expenses	2,724,350	10,000	2,734,350	Ergonomic and safety equipment for City employees
<b>Vehicle Replacement Fund:</b>				
Revenues	2,014,071	17,382	2,031,453	Increase vehicle replace. set aside monies received from Water Fd
<b>Water Fund:</b>				
Expenses	117,800,494	17,382	117,817,876	Vehicle replacement set aside for new backhoe

ATTACHMENT B

RESOLUTION NO. 2022/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AMENDMENTS TO THE 2023 FISCAL YEAR BUDGET FOR THOSE BUDGET  
ITEMS UNDER CONSIDERATION AND APPROVED ON NOVEMBER 22, 2022**

**WHEREAS**, the City Council of the City of Antioch has considered budget items as presented in the staff report of November 22, 2022 ;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the amendments to the fiscal year 2023 budget discussed and approved at the City Council meeting of November 22, 2022 incorporated as Exhibit A.  
**[TO BE DETERMINED AND ATTACHED]**

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



# ATTACHMENT C

## RESOLUTION NO. 2022/60

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AMENDMENTS TO THE 2022 AND 2023 FISCAL YEAR BUDGETS FOR ARPA EXPENDITURES UNDER CONSIDERATION AND APPROVED ON APRIL 12, 2022

**WHEREAS**, the City of Antioch received \$10,775,450 in American Rescue Plan Act ("ARPA") funding in May 2021 and will be receiving another \$10,775,450 in May 2022; and

**WHEREAS**, the City may use ARPA funds to support public health expenditures, address negative economic impacts caused by the public health emergency, replace lost public sector revenue to provide government services and invest in water, sewer and broadband infrastructure;

**WHEREAS**, the City Council has considered and approved funding allocations within these guidelines at the April 12, 2022 City Council meeting.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the amendments to the fiscal year 2022 and 2023 budgets for ARPA funding allocations discussed and approved at the City Council meeting of April 12, 2022 incorporated as Exhibit A.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of April 2022, by the following vote:

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

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

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

# ATTACHMENT C, p. 2

## EXHIBIT A ARPA ALLOCATIONS APPROVED 4.12.22

**Total ARPA Funding \$ 21,550,900.00**

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

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

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

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

**SUBJECT:** Amendatory Agreement with the City of Antioch and Contra Costa Water District for Treated Water Service

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to approve and execute the amendatory agreement with Contra Costa Water District for treated water service in a form approved by the City Attorney.

**FISCAL IMPACT**

This amendatory agreement requires Antioch to pay for operating costs at the Randall-Bold Water Treatment Plant ("Randall-Bold") proportional to our capacity owned. For Fiscal Year 2022/23, this cost is estimated to be \$610,000. Operating costs are included in the rate charged for treated water. At the end of the fiscal year, there will be a true-up to determine how much operating cost was paid for through treated water purchases compared to what our proportional share of the operating cost should have been.

Funding for this expenditure is included in the Fiscal Year 2022/23 Water Fund Budget.

**DISCUSSION**

On December 5, 2001, the City of Antioch and CCWD entered into an agreement for a reliable supply of treated water for use within the City's service area (Attachment B). The agreement allowed Antioch to purchase capacity at CCWD's Randall-Bold and make supplemental capacity purchases with each new water connection, up to 10 million gallons per day ("MGD"). Antioch pays for the water used from Randall-Bold, as well as our proportional share of capital improvements at Randall-Bold.

This amendatory agreement (Attachment C) is intended to bring our agreement with CCWD in alignment with the treated water agreements CCWD has with other government agencies. Below is a list of the key changes included in the amendatory agreement.

- The current agreement allows either party to terminate the agreement at any time. The amendatory agreement requires mutual agreement to terminate unless a material breach has occurred.

- The amendatory agreement requires Antioch to pay for operating costs at Randall-Bold proportional to our capacity owned.
- The amendatory agreement acknowledges that Antioch owns the capacity it purchased at Randall-Bold and created a provision for CCWD to purchase capacity back from Antioch if Antioch determines it no longer needs the capacity it has purchased. There are additional provisions for Antioch to receive additional compensation if CCWD sells this capacity to another agency.

**ATTACHMENTS**

- A. Resolution
- B. Existing Treated Water Service Agreement
- C. Treated Water Service Amendatory Agreement

**ATTACHMENT "A"**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDATORY  
AGREEMENT FOR TREATED WATER SERVICE WITH CONTRA COSTA WATER  
DISTRICT**

**WHEREAS**, on December 5<sup>th</sup>, 2001 the City of Antioch and Contra Costa Water District ("CCWD") entered into a Treated Water Service Agreement; and

**WHEREAS**, an amendatory agreement has been created to further clarify and define the terms of the original agreement and update the cost of services.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to execute an amendatory agreement with Contra Costa Water District for treated water service 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 22<sup>nd</sup> day of November 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**TREATED WATER SERVICE AGREEMENT****Between****Contra Costa Water District and  
the City of Antioch**

This Agreement is entered into this 5th day of December, 2001, between the Contra Costa Water District (hereinafter referred to as "CCWD" or "District"), a county water district organized and existing under Division 12, commencing with Section 30000, of the California Water Code, and (2) the City of Antioch (hereinafter referred to as "City" or "Antioch"), a general law city.

**RECITALS**

1. The City requires a reliable supply of treated water for use within the City's service area to supplement its existing treated water capacity on a long-term basis.
2. Pursuant to CCWD's Regulations, the City has historically purchased raw water from the District as a Raw Water Municipal customer on demand.
3. The City and the District entered into an interim treated water supply agreement in May 2001 on a capacity rental basis from the Randall-Bold Water Treatment Plant (RBWTP) while the City evaluated its supplemental treated water capacity alternatives.
4. The District, as part of a Joint Powers Authority with the Diablo Water District, planned, designed, constructed and financed the Randall-Bold Water Treatment Plant (RBWTP) and related facilities to serve growth in the District's Treated Water Service Area as well as potentially to serve treated water on a wholesale basis in East Contra Costa County.
5. The District's ownership in the RBWTP is 25 million gallons per day (MGD) of treated water production capacity, which is 62.5% of the total plant capacity.
6. A portion of the District's share of RBWTP capacity is not anticipated to be required to supply treated water in the District's Treated Water Service Area within a ten year planning horizon, so there is sufficient plant capacity to provide up to ten MGD of treated water to the City of Antioch.
7. The District is constructing a Multi-Purpose Pipeline (MPP) project that may be used to convey treated water to a point of interconnection with the City's distribution system.
8. The MPP pumps, originally designed exclusive of delivering treated water to the City, will be re-designed to provide for up to ten MGD of treated water deliveries to the City.
9. Antioch and the District have found it in their best interests to enter into this Agreement to supplement the City's existing water treatment capacity from the District's portion of the RBWTP on a capacity right purchase basis for up to ten MGD via an interconnection between the District's MPP and the City's Hillcrest Booster Pumping Station.

## AGREEMENT

In recognition of the foregoing Recitals, the parties agree as follows:

1. EFFECTIVE DATE: This Agreement shall become effective on the date of the final signature hereon by the duly authorized representatives of each party, which shall be the date written above (the "**Effective Date**").

2. DISTRICT REGULATIONS: Except as otherwise expressly provided herein, CCWD's Code of Regulations ("**the Regulations**"), including the Municipal Raw Water rates and charges therein and the amendments to the Regulations from time to time adopted by the District's Board of Directors, shall apply to and govern all aspects of the relationship between the District and the City regarding the raw water component of treated water service.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date and shall continue in effect until either party terminates the agreement. Should the District elect to terminate the agreement, sufficient notice shall be provided to the City so that the City may secure sufficient alternative treated water capacity to meet its delivery requirements prior to agreement termination.

4. TREATED WATER SERVICE:

- A. The District shall convey and treat water from one or more of the District's various water supplies at the 40 million gallon per day Randall-Bold Water Treatment Plant (RBWTP) using CCWD's 25 mgd share (rather than DWD's 15 mgd share) of the capacity of that plant. It is the intent of the District to provide treated water to Antioch in accordance with the terms of Article 7 of the Joint Powers Agreement (JPA) dated June 6, 1989 between CCWD and DWD. The District may also elect, from time to time, to deliver water to the City from its Bollman Water Treatment Plant. Should treated water be delivered from the Bollman Water Treatment Plant, for payment purposes, the water will be paid for as though it had been produced and delivered from the RBWTP.
- B. The District shall deliver treated water through its Multi-Purpose Pipeline to an interconnection with the City's Hillcrest Booster Pump Station (HBPS). The District will design and construct the interconnection, and upon completion and final payment by the City convey ownership from the discharge side of the backflow prevention device to the HBPS to the City, which will be responsible for the operation and maintenance of its portion of the interconnection. The District will own, operate and maintain the interconnection from the MPP to the discharge side of the backflow prevention device. The City shall review and sign-off on the District's interconnection design and shall inspect the interconnection during construction as the City deems appropriate.



- C. To ensure that the District can meet all demands from its portion of the Randall-Bold Water Treatment Plant, the City shall purchase capacity rights of up to 10 MGD, or 6,944 gallons per minute, of treated water, pursuant to subsections 6. A., 6. B., and 6. C. of this Agreement.
- D. In the event of an emergency, the City may request additional treated water deliveries, which would be subject to the approval of the District.
- i. For the purposes of this subparagraph, "emergency" shall mean a condition caused by a sudden occurrence or event such as an earthquake, flood, severe fire or storm, unexpected and extended power or equipment outage, significant hazardous material spill or leak, or other unforeseen and unanticipated event which significantly impairs the City's water treatment and delivery capacity.
  - ii. In the event of an emergency, as defined above, the City shall notify the District's 24-hour Emergency Operator at (925) 625-6524 of the nature and extent of the emergency, and of the amount and timing of the City's need for water. The City shall confirm this request for emergency assistance in writing within one working day. The District shall determine if it has capacity available to respond to the City's request and shall notify the City of its response as soon as possible following the initial verbal request. The District's approval of any such City request shall not be unreasonably withheld. To the extent that the District is able to provide water to the City in response to such a request for emergency assistance, it shall do so solely for the duration of the emergency.
- E. Although it is not the District's intent to interrupt or discontinue treated water deliveries to the City, CCWD may temporarily reduce the quantities of treated water delivered, or may discontinue the delivery of treated water to the City, to enable CCWD to perform necessary inspection, repair, or replacement of any portion of the facilities that are then used to divert, convey, treat and deliver the water confirmed for use by the City. In the event of a reduction in deliveries of treated water, the City, where practical, shall receive a share of the reduced quantities based on its proportionate share of water treatment capacity rights at the RBWTP relative to the District's total rated water treatment plant capacity. CCWD shall provide the City with as much advance notice as is practicable of any such discontinuance of, or reduction in the delivery of water to the City. CCWD shall not be liable for failure to deliver water to the City if such failure is caused by any reason beyond the reasonable control of CCWD. Should CCWD not be able to deliver treated water to the City from the MPP for any reason, the City may continue to take treated water from the CCWD portion of the RBWTP through its emergency connection with Diablo Water District. In the event that water cannot be delivered from the RBWTP, but the MPP is operational then the District shall, if practical, serve treated water to the City from its Bollman water treatment plant via the MPP.

F. Measurement of Water Deliveries:

- i. The District will measure its treated water deliveries to the City at a water meter installed between the District's MPP and the City's distribution system for the purpose of determining quantities of raw water to be billed under the District's raw water regulations because raw water is a component of treated water delivered. Measurements at this meter will also be used to determine the proportional share of MPP pumping costs to be paid by the City.
- ii. The quantity of water treated at the Randall-Bold Water Treatment Plant for the purposes of this Agreement shall be the quantity measured at the pipeline directly connecting Antioch to the District's Multi-Purpose Pipeline, plus plant losses as calculated in subparagraphs a. and b. below.
  - a. Any water losses due to the treatment process will be apportioned annually based on Antioch's proportion of total flow through the RBWTP. Loss in the Treatment Plant is defined as the difference between water measured at the intake meter and water measured at the effluent meter. Antioch's portion of this loss is the ratio of the quantity measured at the intertie meter and adjusted for MPP system losses to the quantity measured at the effluent meter. Loss will be determined within ninety (90) days of the close of the fiscal year and included in the payment reconciliation called for in Section 8. B. iii.
  - b. The estimated quantity of losses and payment for losses occurring between the Randall-Bold Water Treatment Plant and the intertie will be accounted for based on the total amount of treated water leaving the RBWTP via the MPP less the total amount of treated water delivered to all users of treated water from the MPP less the flow level typically retained in the MPP.
- iii. The treated water purchased by the City pursuant to this agreement shall also be included as part of the City's minimum annual quantity to be taken and/or paid for by the City in accordance with a Raw Water Service Agreement dated July 5, 2000 between the District and the City.
- iv. The District will remit to the City a monthly statement of the quantity of water delivered to the City and the amount of payment due to the District.

5. PRINCIPLES OF CAPITAL COST REIMBURSEMENT:

- A. The City may purchase capacity rights to the RBWTP of up to 10 MGD. The amount to be paid per MGD of capacity right purchased shall be based on the avoided costs of the City not expanding its existing water treatment plant by 10 MGD. This avoided cost per MGD shall be determined by a third party civil engineer jointly selected and paid by the City and the District. The initial capacity right purchase shall be the amount of actual peak day treated water use from the RBWTP under the Interim

Treated Water Service Agreement at the time of initial capacity right purchase. Additional capacity rights up to 10 MGD will be purchased from the time of initial capacity right purchase as new meters are issued by the City for connection to its treated water distribution system.

- B. If and when the City upgrades, changes or modifies its existing water treatment plant specifically to meet future mandated regulatory requirements that are currently met by the existing capabilities of the District's Randall-Bold Water Treatment Plant, such as disinfection improvements, coagulation, filter upgrades, etc., the avoided costs used to determine the capacity right purchase price for the RBWTP shall be re-determined. Upgrades to the City's water treatment plant to meet future mandated regulatory requirements that also require upgrades to the RBWTP shall not result in re-determination of avoided costs.
- C. If and when the District upgrades, changes or modifies its treatment processes at the RBWTP specifically to meet future mandated regulatory requirements, such as disinfection improvements, coagulation, filter upgrades, etc., the City shall pay its proportionate share based on its capacity rights.
- D. The City shall pay the incremental capital cost to increase the MPP pump capacity by 10 MGD to accommodate deliveries of up to 10 MGD of treated water to the City. The estimated incremental capital cost as of October 2001 is \$250 thousand.
- E. The City will pay the full costs of design and construction of the interconnection between the MPP and the City's HBPS. Reimbursement to the District shall be based on actual costs.
- F. In the event it becomes necessary to replace a major capital structure at the RBWTP, or to expand the RBWTP, the City shall be consulted in advance of the replacement and/or expansion, and agreement will be reached as to the scope of the project, the proportionate share of costs to be allocated to the City, and the timing for repayment. The key principle for reaching such an agreement is that the City's share of repayment shall be proportionate to the benefits received from the replacement of major capital structures and/or expansions at the RBWTP.

6. CAPITAL COST PAYMENT:

- A. Payment for the initial capacity right purchase at the RBWTP shall be due within 30 days of substantial completion of the MPP interconnection to the City's HBPS. The payment amount will be determined through an avoided cost estimate per MGD to expand capacity at the City's water treatment plant as determined by a mutually selected and compensated third party civil engineer.
- B. Payment for additional capacity rights beyond the initial capacity right purchase, up to 10 MGD total, shall be paid monthly at a rate per equivalent 5/8-inch meter issued by the City for interconnection to the City's distribution system for that month. The

rate will be based on the avoided cost per MGD of treatment capacity determined by a mutually selected and compensated third party civil engineer.

- C. The amount to be paid to the District for each equivalent 5/8-inch meter shall be the avoided cost per MGD of treatment determined by the mutually selected and compensated third party civil engineer divided by 714. This represents an assumed peak demand per equivalent 5/8-inch meter of 1,400 gallons per day.
- D. Should the peak daily water use by the City at any time exceed the amount of capacity right purchased, other than for emergency purposes as described in Section 4. D. above, the District will notify the City of the exceedence within 60 days, and the City shall remit payment for the additional capacity rights, which shall increase the City's capacity rights to that level, based on the amount of the exceedence.
- E. If and when the City upgrades, changes or modifies its existing water treatment plant to meet future mandated regulatory requirements already met at the existing RBWTP, as discussed in section 5. B., above, the incremental avoided costs shall be added to the avoided cost per MGD for capacity rights already purchased by the City and for future capacity right purchases up to a total of 10 MGD. The incremental avoided costs shall be the difference between the avoided costs prior to the upgrade, change or modification and the avoided costs as subsequently determined. The total amount for the existing capacity rights shall be paid at the time of substantial completion of the City's upgrades, changes or modifications. The amount for future capacity right payments would be added to the charge per equivalent 5/8-inch meter issued by the City remitted monthly to the District.
- F. If and when the District upgrades, changes or modifies its treatment processes at the RBWTP to meet future mandated regulatory requirements, as described in section 5. F. above, the City will pay its proportionate share based on its capacity rights. The amount to be paid for existing capacity rights shall be paid upon substantial completion of the District's upgrades, changes or modifications. The amount for future capacity right payments would be added to the charge per equivalent 5/8-inch meter issued by the City remitted monthly to the District.
- G. The City shall pay the incremental costs of \$250 thousand to increase the MPP pump capacity by 10 MGD to accommodate deliveries of up to 10 MGD of treated water to the City. This shall be paid within 30 days of invoicing by the District following substantial completion of the MPP pump installation.
- H. The City will pay the full costs of design and construction of the interconnection between the MPP and the City's HBPS. Reimbursement to the District shall be based on actual costs. A deposit in the amount of the District's Engineer's Estimate for all design and construction to be done by the District shall be paid as a deposit by the City within 30 days of receiving the Engineer's Estimate. Following project close-out, the District will, within 30 days, either remit a refund to the City if actual costs are less than the amount deposited, or issue an invoice to be paid by the City within 30 days if actual costs exceed the deposit.

7. PRINCIPLES OF OPERATING AND MAINTENANCE COST REIMBURSEMENT

- A. Rates for treated water service shall reimburse CCWD for actual operating, maintenance, and administrative costs of treating water at the Randall-Bold Water Treatment Plant as well as a proportionate share of treatment plant maintenance projects (e.g., granulated activated charcoal media replacement, chemical feed system rehabilitation, etc.).
- B. Rates for treated water service shall reimburse CCWD for the costs of delivering treated water to Antioch via the MPP.
- C. If, after five years of treated water deliveries being available to the City from the RBWTP via the MPP, the City determines that the actual operating, maintenance, and other reimbursements are not consistent with the City's economic interests, the City may terminate this agreement at any point thereafter.

8. TREATED WATER SERVICE PAYMENTS: Unless other financial arrangements are made, CCWD shall invoice and Antioch shall pay, on a monthly basis, the following rates and charges for the delivery and treatment of water:

A. Raw Water rates and charges:

- i. The wholesale municipal raw water rate as set forth in the District's Code of Regulations Section 5.20.010, as amended from time to time by the District's Board of Directors.
- ii. For each added or enlarged meter, the facilities component of the wholesale municipal rate in the amount specified in the applicable table in Section 5.20.010 of the District's Code of Regulations, as amended from time to time by the District's Board of Directors.

B. Charges for treated water service:

- i. The City shall pay a proportionate share of operating, maintenance and administrative costs of treating each unit of water supplied to the City from the Randall-Bold Water Treatment Plant. These costs per unit of treated water shall be estimated based upon each fiscal year's budget for the RBWTP and the estimated amount of water to be treated for the City as a percentage of the total amount of water to be treated by the District's portion of the RBWTP.
- ii. Costs to pump treated water from the RBWTP to the City through the MPP shall be based on the City's proportionate share of all treated water deliveries through the MPP. The cost per million gallons pumped shall be estimated at the beginning of each fiscal year and trued up based on actual costs at fiscal year end.

- iii. Within ninety days of the end of each fiscal year, a cost per unit true-up will be completed to determine the City's share of actual costs for treated water from the RBWTP and for the costs of delivering treated water from the MPP for the completed fiscal year. If the City has paid more than its proportionate share of the actual costs, a credit will be issued. If the City has paid less than its proportionate share of the actual costs, an invoice will be presented by the District for payment within 30 days.
- iv. The City shall provide estimates of monthly water use by April 1 for the fiscal year beginning the following July 1.
- v. The City shall be invited to participate in the review process for each year's proposed RBWTP budget and in review of the annual cost true-up process.

9. WATER QUALITY:

- A. CCWD is solely responsible for ensuring the quality of water, and for all aspects of compliance with applicable water quality regulations and standards, up to the point the water leaves the discharge side of the backflow prevention device at the MPP interconnection.
- B. To ensure that water quality standards are maintained, the City shall take minimum flows through the MPP interconnection of 100 gallons per minute (gpm). In addition, a blowoff valve will be designed and built as part of the interconnection to be owned and operated by the City.

Antioch is solely responsible for ensuring water quality, and for all aspects of compliance with applicable water quality regulations and standards from the point of delivery at the discharge side of the backflow prevention device at the MPP interconnection throughout the Antioch distribution system. Subject to the preceding provisions of this paragraph, Antioch shall be responsible to receive and respond to communications from customers within the City of Antioch related to water quality concerns.

10. WATER RIGHTS:

- A. There is no transfer of water rights from the District to the City as a result of this Agreement.
- B. There is no transfer of water rights from the City to the District as a result of this Agreement.

11. RESERVATION OF CAPACITY:

- A. Pursuant to Section 6., above the City will generally pay for capacity rights at the RBWTP as growth occurs up to a maximum of 10 MGD. The District shall reserve 10 MGD of capacity at the RBWTP for ultimate purchase and use by the City.

- B. Should the City determine at any time after agreement execution that the City does not need to purchase the full amount of reserved capacity of 10 MGD from the RBWTP, the City shall notify the District in writing of its intent to cap the City's capacity rights at a specified amount. This amount shall be no less than the highest peak day of actual treated water deliveries from the District. The modified reserve capacity amount shall be incorporated into this agreement by amendment. Should the capacity right purchased be exceeded, additional payments shall be made in accordance with Section 6. D. of this agreement.
- C. Prior to planning and design of any expansion of the RBWTP, the District shall notify the City in writing of such planned expansion and request that the City reconfirm its intent ultimately to take 10 MGD or some lesser amount of RBWTP treated water capacity. The City shall respond to such a request within 60 days of receiving the notification. If the City elects to cap its reserved capacity at less than 10 MGD, and the District has expanded the RBWTP after reconfirming that the City plans to ultimately purchase 10 MGD of capacity rights, the District and the City will determine an appropriate amount to be paid by the City to the District for the capacity under 10 MGD not taken by the City. Such payment shall be the subject of a separate agreement, and if agreement cannot be reached between the parties, the amount to be compensated to the District by the City shall be subject to dispute resolution as provided for in Section 15. of this agreement.
- D. If the District and the City mutually determine that the District may defer expansion of the RBWTP because the City does not require its full 10 MGD allotment of RBWTP capacity at a given point in time, the City will continue to maintain reserved capacity of 10 MGD once the plant is expanded if the City has confirmed in writing its intent ultimately to purchase the full 10 MGD of reserved capacity.

12. INTEGRATED AGREEMENT: This Agreement represents the entire agreement between the parties concerning long term treated water service. The Raw Water Service Agreement dated July 5, 2000 between the District and the City remains in full force and effect except that the treated water purchased by the City pursuant to this Agreement shall also be included as part of the City's minimum annual quantity to be taken and/or paid for by the City for purposes of the Raw Water Service Agreement. Except as expressly provided in this Agreement or in the Raw Water Service Agreement, the provisions of CCWD's Regulations, including all rates and charges provided for therein, and as they may from time to time be amended by the District's Board of Directors, shall govern the relationships between the parties. All such exceptions have been determined by CCWD to be necessary, and represent determinations made by the Board of Directors in the exercise of its legislative authority and responsibility.

13. AMENDMENTS: This Agreement may only be amended or modified in writing, signed by the duly authorized representatives of the parties hereto.



14. INDEMNIFICATION:

- A. Each party hereto shall defend, indemnify, and hold harmless the other party, and its officers, directors, employees, and agents, from and against any loss, cost, or expense, including reasonable attorneys' fees, where such loss, cost, or expense is caused, by the sole negligence or willful misconduct of the indemnifying party, or its officers, directors, employees, or agents, or by a breach of any obligation of this Agreement by the indemnifying party.
- B. Where such loss, cost, or expense is caused, or claimed or alleged to be caused, by the negligence or willful misconduct of both parties, or their officers, directors, employees, or agents, or by a breach of any obligation of this Agreement by both parties, each party shall defend, indemnify, and hold harmless the other party in proportion to their proportionate fault as determined by mutual agreement or by arbitration or judicial decree.

15. DISPUTE RESOLUTION:

- A. Mediation: The parties agree to first submit any dispute arising out of or in connection with this Agreement to a mutually acceptable professional mediator and to negotiate in good faith toward an agreement with respect to the dispute. Either party within 30 days of providing written notice may initiate mediation. Either party within 60 days of having participated in the first mediation session may provide notice of termination of mediation and request Binding Arbitration.
- B. Binding Arbitration: Should the parties be unable or unwilling to resolve their dispute through the mediation process provided in Section 15.A above, either party may give written notice to the other party and elect to have the matter resolved by final and binding arbitration in accordance with the rules and procedures of the arbitrator selected in accordance with this Section. The party seeking arbitration shall set forth in its notice the particulars of its claims and shall state with specificity the issue(s) to be submitted to arbitration and the relief sought. Within thirty (30) days of the date of the election to arbitrate, the parties shall select a single, mutually agreeable arbitrator. If the parties are unable to agree, they shall request that the Judicial Arbitration and Mediation Service, Inc. ("JAMS") if such entity is then in existence, appoint an Arbitrator in accordance with then-current procedures. The arbitrator shall be a retired judge of the Superior Court of California, or a justice of the Court of Appeal of California, or a retired judge of the United States District Court sitting in California. If JAMS is not in existence, the Presiding Judge of the Contra Costa Superior Court (Unlimited Jurisdiction) shall appoint an Arbitrator in accordance with its then-current procedures. The rules and procedures for arbitration shall be as follows:
  - i. The Arbitrator shall be selected and arbitration shall be conducted within a reasonable time, but in no event later than ninety (90) days after the date upon which the demand for arbitration is filed.

- ii. The arbitration proceedings shall be conducted in Contra Costa County, California, at a time and location as agreed to in writing by the parties, or in absence of an agreement, as designated by the Arbitrator.
- iii. Subject to the same rules pertaining to privileged communications and attorney work product that would apply if the proceeding was filed in the courts of the State of California, the Arbitrator shall have the authority to make all decisions regarding the relevance, materiality, and admissibility of all evidence offered at the arbitration.
- iv. The Arbitrator may issue any remedy or relief, whether provisional or permanent, including but not limited to a default judgment, which the parties could have obtained under the law applicable in courts of the State of California under the same factual circumstances, and the Arbitrator shall follow and otherwise employ the standards for issuing such relief as defined by California law; provided, however, that the Arbitrator shall have no authority or jurisdiction to enter an award for consequential, special, exemplary or punitive damages. The Arbitrator may also grant such ancillary relief as is necessary to make effective the award. Both parties may conduct discovery as if the matter were pending before a Superior Court of the State of California and the Arbitrator shall have the full power of the State of California to issue and enforce subpoenas and to award sanctions. Either party shall have the right to demand in writing that the other party provide a list of witnesses it intends to call at the hearing, designating which witnesses will be called as expert witnesses, and a list of documents it intends to introduce at hearing. The responding party's list(s) shall be served personally or by registered or certified mail on the requesting party, with a copy to the Arbitrator, at least thirty (30) days before the hearing.
- vi. Each party shall have the right to be represented by counsel.
- vii. The Arbitrator shall be paid a per diem or hourly charge as established at the time of appointment. Each party shall bear its own attorneys' fees and costs in presenting its case. All other actual costs of conducting the arbitration, including without limitation, the administrative fee and the Arbitrator's compensation, shall be shared equally.
- viii. This arbitration clause shall be interpreted under the arbitration laws of the State of California and not the Federal Arbitration Act, 9 U.S.C. § 1. Except as otherwise provided in this Agreement, any motion, application, complaint or proceeding arising out of or relating to this

arbitration clause shall be determined in accordance with the law of the State of California.

- ix. Unless otherwise provided in this Agreement or otherwise agreed in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of arbitration proceedings.
- x. Except as modified or stated to the contrary in this Section 15, the rules and procedures of the Arbitrator in effect at the time of the arbitration shall apply to the arbitration procedure.

16. FURTHER ASSURANCES: In addition to the acts specifically required in this Agreement, the parties hereto agree to perform or cause to be performed any and all such further acts and to provide such further assurances as may be reasonably necessary to effect the transactions contemplated hereby, including the execution, delivery and, if applicable, filing of such additional documents and instruments as may be reasonably requested by such other party and/or be reasonably necessary to carry out the intent of this Agreement.

17. GOVERNING LAW: California law shall govern the interpretation and implementation of this Agreement, and the rights of the parties hereunder shall be determined in accordance with California law.

18. NOTICES: Any provision of this Agreement requiring notice shall be deemed to have been satisfied if notice is provided in writing by first class United States Mail, addressed as follows:

A. For the District:

General Manager  
Contra Costa Water District  
P.O. Box H20  
Concord, California 94524-2099

B. For the City:

City Manager  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531-5007

19. MISCELLANEOUS PROVISIONS:

- A. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and this Agreement shall not be construed more severely against one of the parties than against the other.

- B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- C. Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.
- D. Invalidity. The invalidity of one or more phrases, sentences, clauses, sections or paragraphs contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and remain effectuated.
- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective representatives duly authorized, all as of the day and year first above written.

**CITY OF ANTIOCH**


By: 

Donald P. Freitas  
Mayor

ATTEST:

  
L. Jolene Martin, City Clerk

Approved as to Form:

  
City Attorney

**CONTRA COSTA WATER DISTRICT**

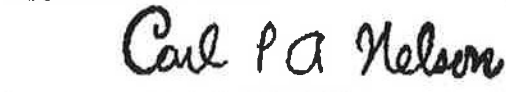
By: 

James Pretti  
President

ATTEST:

  
Dianne R. Sorvari, District Secretary

Approved as to Form:

  
District Legal Counsel

**RESOLUTION NO. 01-34**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONTRA COSTA  
WATER DISTRICT APPROVING A LONG-TERM TREATED WATER SERVICE  
AGREEMENT WITH THE CITY OF ANTIOCH**

WHEREAS, the City of Antioch (City) requires a reliable supply of treated water for use within the City's service area to supplement its existing treated water capacity on a long-term basis; and

WHEREAS, pursuant to the Contra Costa Water District's (District) Regulations, the City of Antioch has historically purchased raw water from the District as a Raw Water Municipal customer on demand; and

WHEREAS, the City and the District entered into an interim treated water supply agreement in May 2001 on a capacity rental basis from the Randall-Bold Water Treatment Plant (RBWTP) while the City evaluated its supplemental treated water capacity alternatives; and

WHEREAS, the District, as part of a Joint Powers Authority with the Diablo Water District (DWD) planned, designed, constructed and financed the Randall-Bold Water Treatment Plant (RBWTP) and related facilities to serve growth in the District's Treated Water Service Area as well as potentially to serve treated water on a wholesale basis in East Contra Costa County; and

WHEREAS, the District's ownership in the RBWTP is 25 million gallons per day (MGD) of treated water production capacity, which is 62.5% of the total plant capacity; and

WHEREAS, a portion of the District's share of RBWTP capacity is not anticipated to be required to supply treated water in the District's Treated Water Service Area within a ten year planning horizon, so there is sufficient plant capacity to provide up to 10 MGD of treated water to the City of Antioch; and

WHEREAS, the District is constructing a Multi-Purpose Pipeline (MPP) project that may be used to convey treated water to a point of interconnection with the City's distribution system; and

WHEREAS, the MPP pumps, originally designed exclusive of delivering treated water to the City, will be re-designed to provide for up to 10 MGD of treated water deliveries to the City; and

WHEREAS, the City and the District have found it in their best interests to enter into this Agreement to supplement the City's existing water treatment capacity from the District's portion of the RBWTP on a capacity right purchase basis for up to 10 MGD via an interconnection between the District's MPP and the City's Hillcrest Booster Pumping Station.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Contra Costa Water District that the President of the Board of Directors be authorized and directed to execute, for and on behalf of this District, an Agreement (Exhibit A) with the City of Antioch, in a form approved by the general counsel.

BE IT FURTHER RESOLVED that, prior to the execution of said Agreement, the General Manager is directed to notify the Board by letter or subsequent agenda item of any revisions that materially change the provisions of the form of such Agreement presented to the Board of Directors on December 5, 2001.

BE IT FURTHER RESOLVED that the Board authorizes the General Manager or his designee to file a Notice of Exemption with the County of Contra Costa in accordance with applicable law and regulations.

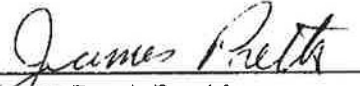
\*\*\*\*\*

The foregoing resolution was duly and regularly adopted at a meeting thereof held on December 5, 2001 by the Board of Directors of Contra Costa Water District, by the following vote of the Board.


AYES: Boatmun, Elcenko, Anello, Campbell, and Pretti

NOES: None

ABSENT: None

  
James Pretti, President  
Contra Costa Water District

ATTEST:

  
Dianne R. Sorvari,  
District Secretary

## **ATTACHMENT "C"**

### **TREATED WATER SERVICE AMENDATORY AGREEMENT**

**Between  
Contra Costa Water District and  
the City of Antioch**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 between the Contra Costa Water District (hereinafter referred to as "CCWD" or the "District"), a county water district organized and existing under Division 12, commencing with Section 30000, of the California Water Code, and the City of Antioch (hereinafter referred to as the "City" or "Antioch"), a general law city. This Agreement amends and restates, and further clarifies and defines, the terms and conditions of the Agreement dated December 5, 2001 by and between the Parties.

#### **RECITALS**

1. The City requires a reliable supply of treated water for use within the City's service area to supplement its existing treated water capacity on a long-term basis.
2. Pursuant to CCWD's Regulations, the City has historically purchased raw water from the District as a Raw Water Municipal customer on demand.
3. The District, as part of a Joint Powers Authority ("JPA") formed as of June 6, 1989 between CCWD and the Diablo Water District ("DWD"), planned, designed, constructed and financed the Randall-Bold Water Treatment Plant ("RBWTP") and related facilities to serve growth in the District's Treated Water Service Area as well as potentially to serve treated water on a wholesale basis in East Contra Costa County.
4. The District's ownership in the RBWTP is 35 million gallons per day ("MGD") of treated water production capacity, which is 70% of the current total plant capacity of 50 MGD.
5. A portion of the District's share of RBWTP capacity is not anticipated to be required to supply treated water in the District's Treated Water Service Area, so there is sufficient plant capacity to provide up to ten (10) MGD of treated water to the City of Antioch.
6. The City and the District entered into an interim treated water supply agreement in May 2001 on a capacity rental basis from the RBWTP while the City evaluated its supplemental treated water capacity alternatives.
7. The City and the District entered into a Treated Water Service Agreement on December 5, 2001 (the "Previous Agreement") to supplement the City's existing water treatment capacity from the District's portion of the RBWTP from an interconnection that was constructed between the District's MPP and the City's Hillcrest Booster Pumping Station.
8. The City and CCWD now find it in their best interests to enter into this Agreement effective on the date first set forth above, in order to amend portions of the agreement to recognize that certain requirements of the agreements have been successfully completed and to amend and clarify terms of the Previous Agreement.



## **AGREEMENT**

In recognition of the foregoing Recitals, the parties agree as follows:

1. **EFFECTIVE DATE:** This Agreement shall become effective on the date of the final signature hereon by the duly authorized representatives of each party, which shall be the date written above (the "Effective Date"). For avoidance of doubt, the Parties hereby confirm that, as of the Effective Date, this Agreement shall supersede the Previous Agreement and the Previous Agreement shall have no further force and effect.
2. **DISTRICT REGULATIONS:** Except as otherwise expressly provided herein, CCWD's Code of Regulations ("the Regulations"), including the Municipal Untreated Water rates and charges therein and any amendments to the Regulations which may be from time to time adopted by the District's Board of Directors, shall apply to and govern all aspects of the relationship between the District and the City regarding the provision of treated water pursuant to this Agreement and of the raw water component of treated water service. All such exceptions herein have been determined by CCWD to be necessary, and represent determinations made by the Board of Directors in the exercise of its legislative authority and responsibility.
3. **TERM OF AGREEMENT:** The Term of this Agreement shall commence on the Effective Date and shall continue in effect for as long as the District operates the RBWTP, and the City retains the capacity rights described in this Agreement. Notwithstanding the foregoing, the parties may mutually agree to terminate the Agreement at any time and either party may terminate the Agreement in the event of a material breach (including the City's failure to comply with the Regulations and pays all the rates and charges described herein for the services provided by the District) that remains uncured 30 days following written notice specifying in reasonable detail the nature and extent of the breach (a "default"); provided, however, that if the nature of the obligation is such that more than 30 days are required for its performance, then the party alleged to be in breach shall not be deemed to be in default if it commences performance within the 30-day cure period and thereafter diligently pursues the cure to completion.
4. **TREATED WATER SERVICE:** To meet its obligations under this Agreement, the District shall treat and convey water to the City from one or more of the District's available water sources using CCWD's 35 MGD share of the 50 MGD capacity of the RBWTP (DWD's 15 MGD share of plant capacity is not available to either CCWD or City pursuant to this Agreement). It is the intent of CCWD to provide treated water to Antioch in accordance with the terms of Article 7 of the JPA. The District may also elect, from time to time and in its sole discretion, to deliver water to the City from its Bollman Water Treatment Plant. Should treated water be delivered from the Bollman Water Treatment Plant, for payment purposes, the water will be paid for as though it had been produced and delivered from the RBWTP.
  - a. **Delivery.** The District shall deliver treated water through its Multi-Purpose Pipeline ("MPP") through an existing meter located at the MPP interconnection (the "Point of Delivery") to the City's Hillcrest Booster Pump Station ("HBPS"). The City owns and shall be responsible to operate and maintain the interconnection facilities from the discharge side of the backflow prevention device to the HBPS. The District owns and shall be responsible to operate and maintain the interconnection facilities from the MPP to the

discharge side of the backflow prevention device. The parties may mutually agree to change the location of the Point of Delivery to meet operational or regulatory requirements.

- b. **Priority.** The Parties hereby acknowledge and agree that the City shall be entitled to purchase treated water under this Agreement from CCWD according to the same priority as CCWD's other wholesale treated water customers.
- c. **Measurement of Water Deliveries.** Except as otherwise provided, for purposes of this Agreement, the quantity of water treated at the RBWTP for the City shall be the quantity measured at the Point of Delivery plus Plant Loss ("Delivered Water"). Plant Loss is defined as the difference between water measured at the RBWTP intake meter and water measured at the RBWTP effluent meter(s). The City's portion of this loss is the ratio of the quantity measured at the Point of Delivery to the total quantity measured at the RBWTP effluent meter(s).
- d. **Emergency Conditions.** In the event of an Emergency, the City may request additional treated water deliveries, which would be subject to the approval of the District.
  - i. For the purposes of this subparagraph, "Emergency" shall be defined to mean a condition caused by a sudden, unforeseen, and unanticipated occurrence or event such as an earthquake, flood, severe fire, or storm, unexpected and extended power or equipment outage, significant hazardous material spill or leak, or other similar sudden, unforeseen, and unanticipated event which significantly impairs the City's water treatment and delivery capacity.
  - ii. In the event of an Emergency, the City shall notify the District's 24-hour Emergency Operator at (925) 625-6524 of the nature and extent of the emergency, and of the amount and timing of the City's need for water. The City shall confirm this request for emergency assistance in writing within one working day. The District shall, in its sole discretion, determine if it has capacity available to respond to the City's request and shall notify the City of its response as soon as possible following the initial verbal request. The District's approval of any such City request shall not be unreasonably withheld. To the extent that the District is able to provide water to the City in response to such a request for emergency assistance, it shall do so solely for the duration of the emergency.
- e. **Temporary Disruption of Service.** Although it is not the District's intent to interrupt or discontinue treated water deliveries to any wholesale customer, CCWD may temporarily reduce the quantities of treated water delivered, or may discontinue the delivery of treated water to the City, to enable CCWD to perform necessary inspection, repair, or replacement of any portion of the facilities that are then used to divert, convey, treat, and deliver water to the City pursuant to this Agreement.

In the event of any such reduction in deliveries of treated water, the City shall receive from CCWD a share of the reduced quantities available for delivery from RBWTP, based

on its proportionate share of water treatment capacity rights at the RBWTP relative to the District's total rated water treatment plant capacity.

CCWD shall provide the City with as much advance notice as is practicable of any such discontinuance of, or reduction in the delivery of water to the City. CCWD shall not be liable for failure to deliver water to the City if such failure is caused by any reason beyond the reasonable control of CCWD or any Emergency, as that term is defined for the purposes of subparagraph d of Section 4 of this Agreement.

In the event that water cannot be delivered from the RBWTP, but the MPP is operational then the District shall, if practical, serve treated water to the City from its Bollman Water Treatment Plant via the MPP. Should CCWD not be able to deliver treated water to the City from the MPP for any reason, the City may continue to take treated water from the CCWD portion of the RBWTP through its emergency connection with Diablo Water District.

- f. Relationship to Minimum Take Requirement. The treated water purchased by the City pursuant to this Agreement shall also be included as part of the City's minimum annual quantity to be taken and/or paid for by the City in accordance with a Raw Water Service Agreement between the District and the City dated July 5, 2000.

5. PRINCIPLES OF CAPITAL COST REIMBURSEMENT:

- a. The City has purchased a right to capacity in the RBWTP in accordance with the Previous Agreement of approximately 8.42 MGD as of March 31, 2022. The City has the right under the Previous Agreement to purchase additional capacity rights to the RBWTP of up to 10 MGD, which right is continued under this Agreement. The amount to be paid per MGD of capacity right purchased shall be \$1,121.38 per equivalent 5/8" connection, which amount, pursuant to the Previous Agreement, is based on the avoided costs of the City not expanding its existing water treatment plant as determined in a joint study completed in 2003. Additional capacity rights up to 10 MGD will be purchased incrementally as new meters are issued by the City for connection to its treated water distribution system.
- b. If and when the City upgrades, changes, or modifies its existing water treatment plant – as required to meet existing or future mandated regulatory requirements that are currently met by the existing capabilities of the District's RBWTP, such as disinfection improvements, coagulation, filter upgrades, and similar – the avoided costs used to determine the capacity right purchase price for the RBWTP shall be recalculated and redetermined by the parties using a mutually agreeable methodology and shall be proportionate to the benefits received by the City. Upgrades to the City's water treatment plant to meet future mandated regulatory requirements that also require upgrades to the RBWTP shall not result in redetermination of avoided costs.
- c. The City shall pay a proportionate share of: 1) capital renewal/replacement costs; and, 2) improvements to the RBWTP or associated facilities that are deemed reasonably necessary in the opinion of CCWD to comply with final or reasonably anticipated changes to any federal or state regulatory requirement. The City's cost will be based on the

proportion of the City's then-current right to capacity (up to 10 MGD, or other amount as may be determined in the future) to the total capacity of the RBWTP (total capacity is currently 50 MGD) or associated facilities at the time such improvements are to be completed.

- d. If the proposed improvements to the RBWTP provided for in subparagraph c of this Section 5 are not deemed reasonably necessary in the opinion of CCWD to comply with final or reasonably anticipated changes to any federal or state regulatory requirements, the City shall be consulted in advance of the work, and mutual agreement will be reached as to the scope of the project, the proportionate share of the costs to be allocated to the City, and the timing for repayment. The parties hereby agree that the key principle for reaching such an agreement is that the City's share of repayment shall be proportionate to its capacity rights in the facility, unless the benefits received from the improvements disproportionately benefit other owners of capacity in the RBWTP.
- e. CCWD will identify capital renewal/replacement and improvement costs through its biennial update of the Ten-Year Capital Improvement Program and Financial Plan ("CIP"), which is updated and presented to the CCWD Board of Directors biennially typically in February. In conjunction with those biennial updates to the CIP, the District shall provide the City with its ten-year forecast of upcoming capital projects and the anticipated costs for the RBWTP and associated facilities. So that the City may express its views on the projects and costs if it desires, the District shall provide such information to the City a reasonable period of time prior to the CIP's presentation to the District's Board of Directors (historically the draft CIP is provided in January every two years prior to its adoption in February of that year). Notwithstanding the foregoing, CCWD, specifically its Board of Directors, retains its full authority and discretion to adopt or approve the CIP as it deems to be in the best interests of the District and its residents with or without inclusion of the comments or views of the City.

6. CAPITAL COST PAYMENT:

- a. The City has paid for capacity rights at the RBWTP based on the avoided cost estimate per MGD to expand capacity at the City's water treatment plant, and the incremental costs of \$250,000 to increase the MPP pump capacity by 10 MGD to accommodate deliveries of treated water to the City.
- b. Payment for incremental capacity rights beyond the now-existing capacity right, up to 10 MGD total, shall be paid monthly at a rate per equivalent 5/8-inch meter issued by the City for interconnection to the City's distribution system for that month. The rate shall be as set forth in subparagraph a of Section 5.
- c. The amount to be paid to the District for each equivalent 5/8-inch meter was determined as the avoided cost per MGD of treatment divided by 714. This represents an assumed peak demand per equivalent 5/8-inch meter of 1,400 gallons per day.
- d. Should the peak daily water use by the City at any time exceed the amount of the capacity rights then purchased by the City, other than for emergency purposes as described above, the District will notify the City of the exceedance within sixty (60) days,

and the City shall remit payment for the additional capacity rights, which shall increase the City's capacity rights to that level, based on the amount of the exceedance.

7. PRINCIPLES OF OPERATING AND MAINTENANCE COST REIMBURSEMENT

- a. Rates for treated water service shall reimburse CCWD for actual operating, maintenance, and administrative costs of treating water at the RBWTP as well as a proportionate share of treatment plant maintenance projects (e.g., granulated activated charcoal media replacement, chemical feed system rehabilitation, and similar projects).
- b. Rates for treated water service shall reimburse CCWD for the actual costs of delivering treated water to Antioch via the MPP.

8. TREATED WATER SERVICE PAYMENTS: On a monthly basis, unless otherwise agreed by the parties, CCWD shall invoice and Antioch shall pay the following rates and charges for the delivery and treatment of water:

a. Untreated Water rates and charges:

- i. The wholesale municipal untreated water rates as set forth in the District's Code of Regulations Section 5.20.010, as these rates may be amended from time to time by the District's Board of Directors.
- ii. For each added or enlarged meter, the facilities component of the wholesale municipal untreated water rate in the amount specified in the applicable table in Section 5.20.010 of the District's Code of Regulations, as this amount may be amended from time to time by the District's Board of Directors.

b. Charges for treated water service:

- i. Fixed Treatment Costs. Fixed costs shall include all operation, maintenance, routine repair and replacement, improvements, and reasonable administration costs that do not vary according to the quantity of water treated at the RBWTP or delivered through associated facilities. The portion of the total fixed costs (of both treatment and delivery) to be borne by the City will be calculated based on the ratio of the City's then-current capacity rights to CCWD's total capacity ownership in the RBWTP for the relevant year (e.g., then current capacity right [8.42 MGD as of March 31, 2022] divided by CCWD's 35 MGD) multiplied by CCWD's fixed costs for its share of the RBWTP and associated facilities, as determined pursuant to the JPA. For the purposes of monthly billing, the City's share of fixed costs will then be calculated per acre-foot based on the estimated quantity of Delivered Water during the year.
- ii. Variable Treatment Costs. Variable costs shall include all operation, maintenance, routine repair and replacement, and reasonable administration costs that vary according to the quantity of water treated at the RBWTP or according to the quantity of water delivered through associated facilities, such as costs related to

the purchase of power and chemicals. The respective portions of the total variable costs of treatment and delivery to be borne by the City will be calculated based on the ratio of the estimated or actual quantity of Delivered Water during the year to the estimated or actual quantity of water treated for CCWD at the RBWTP. For the purposes of monthly billing, the City's share of variable costs will then be calculated per acre foot based on the estimated quantity of Delivered Water and estimated variable costs during the year.

- iii. MPP Delivery Costs. Costs to pump treated water from the RBWTP to the City through the MPP shall be based on the City's proportionate share of all treated water deliveries conveyed through the MPP. The cost per million gallons pumped shall be estimated at the beginning of each fiscal year and subject to "true up" based on actual costs at fiscal year end, as further described in subparagraph e of this Section 8.
- iv. Example. An example of the determination of rates and charges for treated water service set out in Exhibit A.
- c. Annual Water Usage Estimates. The City shall provide estimates of monthly water use by March 1 for the fiscal year beginning the following July 1. CCWD will provide the estimated total rate for treated water service to the City by April 1 for the fiscal year beginning the following July 1.
- d. Budget. The City shall be invited to participate in the review process for each year's proposed RBWTP budget and in review of the annual cost true-up process.
- e. Annual True-Up. No later than September 30 of each year, a cost per unit true-up will be completed to determine the City's share of actual costs for treated water from the RBWTP and for the costs of delivering treated water from the MPP for the completed fiscal year. If the City has paid more than its proportionate share of the actual costs, a credit will be issued. If the City has paid less than its proportionate share of the actual costs, an invoice will be presented by the District for payment within thirty (30) days of its presentation.

#### 9. WATER QUALITY:

- a. CCWD is solely responsible for ensuring the quality of water, and for all aspects of compliance with applicable water quality regulations and standards, up to the point the water leaves the discharge side of the backflow prevention device at the MPP interconnection.
- b. To ensure that water quality standards are maintained, the City shall take minimum flows through the MPP interconnection of 100 gallons per minute. A blowoff valve was built as part of the interconnection and is owned and operated by the City.

CCWD acknowledges that the City uses an alternative surface water supply as a supplemental source of water and shall continue to do so. Similarly, this Agreement shall

not be interpreted to prohibit the City from developing or acquiring additional supplemental sources of water in the future.

The City is solely responsible for ensuring water quality, and for all aspects of compliance with applicable water quality regulations and standards from the Point of Delivery and throughout the City distribution system. Subject to the preceding provisions of this paragraph, the City shall be solely responsible to receive and respond to communications from customers within the City related to water quality concerns.

**10. NO TRANSFER OF WATER RIGHTS:**

- a. There is no transfer of water rights from the District to the City as a result of this Agreement.
- b. There is no transfer of water rights from the City to the District as a result of this Agreement.

**11. RESERVATION OF CAPACITY RIGHTS:**

- a. The parties acknowledge that the capacity rights described herein are for the sole use of the City and its customers pursuant to this Agreement and shall be available for the City's use for the life of the RBWTP.
- b. Pursuant to the terms of this Agreement, the City will generally pay for capacity rights at the RBWTP as growth occurs up to a maximum of 10 MGD. The District shall reserve 10 MGD of capacity at the RBWTP for ultimate purchase and use by the City.
- c. Subject to subparagraphs d, e, f, and g of this Section 11, should the City determine that the City will not need, or does not desire, to purchase the full amount of reserved capacity of 10 MGD from the RBWTP, the City shall notify the District in writing of its intent to cap the City's capacity rights at a specified amount (a "Modified Reserved Capacity"). This amount shall be no less than the highest peak day of actual treated water deliveries from the District. The Modified Reserved Capacity amount shall then be incorporated into this agreement by amendment. Should the Modified Reserved Capacity purchased be exceeded at any subsequent time, additional payments shall be made in accordance with the terms of this Agreement.
- d. Prior to planning and design of any expansion of the RBWTP, the District shall notify the City in writing of such planned expansion. The City shall respond to such a request within sixty (60) days of receiving the notification. The City shall in its response either: 1) confirm its intent and commit to purchase of capacity rights of 10 MGD; or, 2) reduce its commitment to purchase some lesser amount; or, 3) commit to the purchase of some greater amount of RBWTP treated water capacity that CCWD may make available from the 35 MGD of RBWTP capacity owned by CCWD. Should the City decrease or increase its capacity purchase commitment then this Modified Reserved Capacity shall then be incorporated into this Agreement by amendment.
- e. Should the City elect to cap its reserved capacity at less than 10 MGD, after confirming its commitment to purchase capacity rights of 10 MGD or greater pursuant to the



notification process provided in subparagraph d of this Section 11, and the District has expanded, or is preparing to expand, the RBWTP; the District and the City will meet and attempt to determine an appropriate amount to be paid by the City to the District for the previously reserved capacity amount which shall not ultimately be purchased by the City. Such payment shall be the subject of a separate agreement, and if agreement cannot be reached between the parties, the amount to be compensated to the District by the City shall be subject to dispute resolution as provided for in Section 15 of this Agreement.

- f. If the District and the City, pursuant to the processes of this Section 11, mutually determine that the District may defer expansion of the RBWTP because the City does not then require and does not foresee requiring its full 10 MGD allotment of RBWTP capacity at a given point in time and the District subsequently expands the RBWTP, the City will continue to maintain a reserved capacity of up to 10 MGD in the expanded RBWTP so long as the City has confirmed in writing its intent and commitment to ultimately purchase the full 10 MGD of reserved capacity.
- g. If the City determines that the capacity rights that it has previously purchased are in excess to its needs, it shall so notify the District in writing detailing what portion of its capacity is excess to its needs (the "City Excess Capacity"). Thereafter, the District and the City will promptly meet and attempt to determine an appropriate amount, if any, to be reimbursed to the City by the District for the City Excess Capacity. Upon completion of any such transaction, the parties shall also determine the City's ultimate Modified Reserved Capacity which shall then be incorporated into this Agreement by amendment.

Any reimbursement pursuant to this Subparagraph g shall be the subject of a separate agreement and shall consider all costs incurred by the District related to improvements made to RBWTP to provide for the previously purchased capacity in excess of the City's needs, including the planning, design, or actual expansion of RBWTP and maintenance of excess capacity beyond that required by the District and its other customers (the "Base Reimbursement Amount"). The Base Reimbursement Amount shall not exceed the purchase price paid by the City escalated by the Bay Area Consumer Price Index, or other such index as agreed by the parties (the "Indexed Reimbursement Amount").

Notwithstanding the foregoing, if the District intends to sell additional capacity in RBWTP to a third party purchaser and requires capacity then reserved by the City for resale to the third party purchase, the District may request and the City may agree to make some portion of its then reserved capacity available to the District for repurchase and resale to the third party. If so, the City shall be entitled to receive in payment an amount equivalent to the Indexed Reimbursement Amount plus 50% of any additional amount paid to the District on a pro rata basis, less reasonable transaction costs. The amount of City capacity repurchased would be considered for the purposes of this Agreement to be City Excess Capacity and the then remaining City capacity would be considered Modified Reserved Capacity.

For avoidance of doubt, the following example demonstrates the operation of the foregoing:

In the event that the District determines that it requires 1 MGD of excess capacity from the City for a third party purchaser seeking to purchase 2 MGD of RBWTP capacity, the District could request that the City make capacity available for repurchase and resale. Should the City agree to make 1 MGD of capacity available for sale, the City would receive the Indexed Reimbursement Amount for the 1 MGD and a pro rata share of the amount in excess of the Indexed Reimbursement Amount received from the third party purchaser, less reasonable transaction costs.

- h. Nothing in this Section 11, or in this Agreement, shall obligate District to reimburse City, or repurchase from City, any previously purchased capacity, except that the District shall have an obligation to negotiate in good faith on the price and terms of such a reimbursement or repurchase.

12. **INTEGRATED AGREEMENT:** This Agreement represents the entire agreement between the parties concerning long term treated water service. The Raw Water Service Agreement dated July 5, 2000 between the District and the City remains in full force and effect except that the treated water purchased by the City pursuant to this Agreement shall also be included as part of the City's minimum annual quantity to be taken and/or paid for by the City for purposes of the Raw Water Service Agreement.

13. **AMENDMENTS:** This Agreement may only be amended or modified in writing, signed by the duly authorized representatives of the parties hereto.

14. **INDEMNIFICATION:**

- a. **District.** The District shall indemnify and hold the City, together with all of its affiliates, and their respective directors, officers and employees (each a "City Indemnified Party"), harmless from and against any and all debts, claims, obligations, losses, costs, expenses, litigation proceedings, arbitration, investigations, damages, liabilities, payments or judgments incurred by any City Indemnified Party due to (i) any act or omission of the District, its directors, officers, agents, consultants or employees with respect to its obligations under this Agreement, including its delivery obligations to the City and operation, maintenance and management of the RBWTP and associated facilities; or (ii) a breach of any of the District's representations, warranties or covenants contained in this Agreement.
- b. **The City.** The City shall indemnify and hold the District, together with all of its affiliates, and their respective directors, officers and employees (each a "the District Indemnified Party"), harmless from and against any and all debts, claims, obligations, losses, costs, expenses, litigation proceedings, arbitration, investigations, damages, liabilities, payments or judgments incurred by any the District Indemnified Party due to (i) any act or omission of the City, its directors, officers, agents, consultants or employees with respect to its obligations under this Agreement; or (ii) a breach of any of the City's representations, warranties or covenants contained in this Agreement.
- c. **Cure.** Each Party shall promptly notify the other of the occurrence of any event claimed to constitute a breach of any representation, warranty or covenant in this Agreement or

otherwise giving rise to a claim for indemnification. The Party to whom the notification is given shall have a reasonable time to evaluate the claim and attempt to cure the cause of the claim. No cure shall be considered effective unless it is completed within sixty (60) days from the date of notification.

- d. **Indemnification Claim Procedures.** Promptly after any Party has received notice of any claim or the commencement of any action or proceeding which would give rise to a claim for indemnification, or has knowledge of any such claim, such Party shall, if a claim with respect thereto is to be made against any Party obligated to provide indemnification hereunder (the "Indemnifying Party"), give the Indemnifying Party notice of such claim or the commencement of such action or proceeding, setting forth specifically the facts giving rise to, or alleged as a basis for, the claim, the amount of liability asserted, and accompanied by any documentation of such claim. The Indemnifying Party shall have the right to compromise or defend, at its own expense and by its own counsel, any such matter involving the asserted liability of the Party seeking indemnification; provided, however, that the Parties shall consult and cooperate where ongoing customer or supplier relationships are involved or would be affected. Such notice and the opportunity to compromise or defend shall be a condition precedent to any liability of the Indemnifying Party hereunder. If the Indemnifying Party shall undertake to compromise or defend any such action or proceeding or asserted liability, it shall promptly notify the Party seeking indemnification, who shall cooperate with the Indemnifying Party or its counsel in such defense against any asserted third party liability, including furnishing the indemnifying Party with any books, records or information reasonably requested, which are in the hands of the Party seeking indemnification. The Parties shall proceed in good faith to attempt to resolve any question of liability and the amount, if any, of damages thereby occasioned, as promptly as possible.

#### 15. **DISPUTE RESOLUTION:**

- a. **Mediation.** The parties agree to first submit any dispute arising out of or in connection with this Agreement to a mutually acceptable professional mediator and to negotiate in good faith toward an agreement with respect to the dispute. Either party within thirty (30) days of providing written notice may initiate mediation. Either party within sixty (60) days of having participated in the first mediation session may provide notice of termination of mediation and request Binding Arbitration.
- b. **Binding Arbitration.** Should the parties be unable or unwilling to resolve their dispute through the mediation process provided in Section 15.a above, either party may give written notice to the other party and elect to have the matter resolved by final and binding arbitration in accordance with the rules and procedures of the arbitrator selected in accordance with this Section. The party seeking arbitration shall set forth in its notice the particulars of its claims and shall state with specificity the issue(s) to be submitted to arbitration and the relief sought. Within thirty (30) days of the date of the election to arbitrate, the parties shall select a single, mutually agreeable arbitrator. If the parties are unable to agree, they shall request that the Judicial Arbitration and Mediation Service, Inc. ("JAMS") if such entity is then in existence, appoint an Arbitrator in accordance with then-current procedures. The arbitrator shall be a retired judge of the Superior Court of California, or a justice of the Court of Appeal of California, or a retired

judge of the United States District Court sitting in California. If JAMS is not in existence, the Presiding Judge of the Contra Costa Superior Court (Unlimited Jurisdiction) shall appoint an Arbitrator in accordance with its then-current procedures. The rules and procedures for arbitration shall be as follows:

- i. The Arbitrator shall be selected and arbitration shall be conducted within a reasonable time, but in no event later than ninety (90) days after the date upon which the demand for arbitration is filed.
- ii. The arbitration proceedings shall be conducted in Contra Costa County, California, at a time and location as agreed to in writing by the parties, or in absence of an agreement, as designated by the Arbitrator.
- iii. Subject to the same rules pertaining to privileged communications and attorney work product that would apply if the proceeding was filed in the courts of the State of California, the Arbitrator shall have the authority to make all decisions regarding the relevance, materiality, and admissibility of all evidence offered at the arbitration.
- iv. The Arbitrator may issue any remedy or relief, whether provisional or permanent, including but not limited to a default judgment, which the parties could have obtained under the law applicable in courts of the State of California under the same factual circumstances, and the Arbitrator shall follow and otherwise employ the standards for issuing such relief as defined by California law; provided, however, that the Arbitrator shall have no authority or jurisdiction to enter an award for consequential, special, exemplary or punitive damages. The Arbitrator may also grant such ancillary relief as is necessary to make effective the award. Both parties may conduct discovery as if the matter were pending before a Superior Court of the State of California and the Arbitrator shall have the full power of the State of California to issue and enforce subpoenas and to award sanctions. Either party shall have the right to demand in writing that the other party provide a list of witnesses it intends to call at the hearing, designating which witnesses will be called as expert witnesses, and a list of documents it intends to introduce at hearing. The responding party's list(s) shall be served personally or by registered or certified mail on the requesting party, with a copy to the Arbitrator, at least thirty (30) days before the hearing.
- v. Each party shall have the right to be represented by counsel.
- vi. The Arbitrator shall be paid a per diem or hourly charge as established at the time of appointment. Each party shall bear its own attorneys' fees and costs in presenting its case. All other actual costs of conducting the arbitration, including without limitation, the administrative fee and the Arbitrator's compensation, shall be shared equally.
- vii. This arbitration clause shall be interpreted under the arbitration laws of the State of California and not the Federal Arbitration Act, 9 U.S.C. §1. Except as otherwise provided in this Agreement, any motion, application, complaint or proceeding

arising out of or relating to this arbitration clause shall be determined in accordance with the law of the State of California.

- viii. Unless otherwise provided in this Agreement or otherwise agreed in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of arbitration proceedings.
- ix. Except as modified or stated to the contrary in this Section 15., the rules and procedures of the Arbitrator in effect at the time of the arbitration shall apply to the arbitration procedure.

16. AUDITS:

- a. Each party may at its expense conduct a financial audit of the other party in matters pertinent to this Agreement upon written request.
- b. An audit shall not be conducted more frequently than annually and the right to audit shall not exceed the four fiscal years preceding and including the notice of audit. Each party will maintain true and complete records and will retain such records for at least four years. Any claim arising from the audit will not be barred by the statute of limitations so long as the claim is filed within one (1) year of commencing the audit.
- c. The agency being audited shall provide such assistance as may be reasonably required in the course of such audit. Any such audit shall be conducted in accordance with generally accepted auditing principles for audits of state and local governmental units. The accounting shall be maintained substantially in accordance with the governmental Generally Accepted Accounting Principles (GAAP) for State and Local Governments.
- d. In the event the audit determines that the City has either been overcharged or undercharged for the services provided by the District under this Agreement, the City shall either be credited against future charges for the amount it overpaid or pay the District the additional amount owed.

17. FURTHER ASSURANCES: In addition to the acts specifically required in this Agreement, the parties hereto agree to perform or cause to be performed any and all such further acts and to provide such further assurances as may be reasonably necessary to effect the transactions contemplated hereby, including the execution, delivery and, if applicable, filing of such additional documents and instruments as may be reasonably requested by such other party and/or be reasonably necessary to carry out the intent of this Agreement.

18. GOVERNING LAW: California law shall govern the interpretation and implementation of this Agreement, and the rights of the parties hereunder shall be determined in accordance with California law.

19. NOTICES: Any provision of this Agreement requiring notice shall be deemed to have been satisfied if notice is provided in writing by first class United States Mail, addressed as follows:

A. For the District:

General Manager  
Contra Costa Water District  
P.O. Box H20  
Concord, California 94524-2099

B. For the City:

City Manager  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531-5007

20. MISCELLANEOUS PROVISIONS:

- a. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and this Agreement shall not be construed more severely against one of the parties than against the other.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- c. Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.
- d. Invalidity. The invalidity of one or more phrases, sentences, clauses, sections or paragraphs contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and remain effectuated.
- e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective representatives duly authorized, all as of the day and year first above written.

**CITY OF ANTIOCH**

**CONTRA COSTA WATER DISTRICT**

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

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

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

City Attorney

\_\_\_\_\_

District Legal Counsel



## EXHIBIT A

### Costs for Treated Water Service to City of Antioch

The principle is for the City to reimburse the District for its cost of service for untreated water and treatment of water (O&M and fixed costs) at the Randall-Bold Water Treatment Plant (RBWTP) with delivery of treated water using the Multi-Purpose Pipeline (MPP), plus a proportional share of the capital costs of the RBWTP, as more fully set forth in the table below. This example assumes the City's capacity right is 8 MGD, the rates are those in effect as of July 1, 2022, and the budgetary estimates for FY23, unless otherwise noted.

COMPONENT	Example cost (\$/AF or \$)	BASIS FOR ACTUAL CHARGES
<b>Untreated Water Rate</b>		
Usage Charge	\$795.07/AF	5.20.010 C, \$2.44/1000 gallons.
Demand Charge	\$159.33/AF	5.20.010 D, \$3.57 per thousand gallons shall be applied based on the maximum month usage in each of the preceding three fiscal years, averaged. Example assumes maximum monthly average demand of 5 MGD with average annual deliveries of 3 MGD.
Service Charge	\$0.03/AF	5.20.010 B, \$8.20/month with average annual deliveries of 3 MGD.
SUB-TOTAL (UW)	\$954.43/AF	
<b>Treated Water Rate</b>		
RBWTP Fixed	\$211.71/AF	Ratio of Antioch's then-current capacity right to the District's 35 MGD, multiplied by the District's share of the fixed costs (\$3,112,583) per the JPA with DWD. This is adjusted annually. Example assumes Antioch's capacity right is currently 8 MGD with average deliveries of 3 MGD.
RBWTP Variable	\$75.84/AF	Based on the District's total variable costs (\$2,395,837) for treatment divided by total deliveries for the District and partners (31,591 AF). This is adjusted annually.
MPP Power	\$62.00/AF	Based on actual unit energy costs for the MPP. FY22 estimate is \$62/AF.
MPP Maintenance services	\$8.75/AF	Based on actual MPP maintenance service costs (\$276,288) divided by actual deliveries (31,591 AF). FY22 estimate is \$8.75/AF.
MPP labor, taxes and benefits	\$6.40/AF	Based on actual labor costs (\$202,039) divided by actual deliveries (31,591 AF). FY22 estimate is \$6.40/AF.
SUB-TOTAL (TW)	\$364.70/AF	
TOTAL RATE	\$1,319.13/AF	
<b>Treated Water Capital</b>		
RBWTP Capital	\$92,579 (FY22 estimate)	Ratio of Antioch's then-current capacity right to RBWTP's 50 MGD, multiplied by the total capital costs. This is adjusted annually. Example is for FY22 and assumes total capital costs of \$578,619 with the City's proportional share of \$92,579 assuming a capacity right of 8 MGD (8 MGD/50 MGD * \$578,619)



## **STAFF REPORT TO THE CITY COUNCIL**

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

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

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

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

**SUBJECT:** Sycamore Traffic Calming Measures

---

### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and direct staff regarding Sycamore traffic calming needs.

### **FISCAL IMPACT**

This recommended action has no direct fiscal impact.

### **DISCUSSION**

This item was requested by Mayor Thorpe. This item is for discussion by the City Council.

### **ATTACHMENTS**

None