

CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

**Antioch City Council
REGULAR MEETING**

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

Date: **Tuesday, May 9, 2023**
Time: 6:00 P.M. – Closed Session
7:00 P.M. – Regular Meeting
Place: **Council Chambers**
200 'H' Street
Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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

Ellie Householder, City Clerk
Lauren Posada, City Treasurer
Forrest B. Ebbs, Acting City Manager
Thomas Lloyd Smith, City Attorney

ACCESSIBILITY: 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@antiochca.gov.

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. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The 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. 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: [Notifications – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/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 City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

6:01 P.M. ROLL CALL – CLOSED SESSION – for Council Members – ***Council Members District 2 Barbanica, District 3 Ogorchock, and District 4 Wilson [Mayor Pro Tem (District 1) Torres-Walker and Mayor Thorpe – Absent] Council Member Wilson opened and presided over the meeting.***

PUBLIC COMMENTS *for Closed Session*

CLOSED SESSION:

- 1) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This closed session is authorized pursuant to Government Code section 54957. Title: City Manager.

No reportable action

- 2) **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: 800 W. 2nd Street, Antioch, CA; Agency Negotiation: City of Antioch Negotiators: Forrest Ebbs, Acting City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Chris Burns, Broker/Owner Representative; Under Negotiation: Price and terms of payment.

No reportable action

- 3) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): One Case.

Direction provided to Acting City Manager and City Attorney

6:09 P.M. ADJOURNED TO CLOSED SESSION

7:05 P.M.

ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – ***Council Members District 2 Barbanica, District 3 Ogorchock, and District 4 Wilson [Mayor Pro Tem (District 1) Torres-Walker and Mayor Thorpe – Absent] Council Member Wilson opened and presided over the meeting.***

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. PROCLAMATION

- Public Works Week, May 21 – 27, 2023

Approved, 3/0

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

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- ASIAN AMERICAN & PACIFIC ISLANDER HISTORICAL SYMPOSIUM – May 20, 2023
Antioch Historical Museum, 1500 West 4th Street, Antioch, CA

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

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

A. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 11, 2023

Direction to staff to bring back amended minutes to include verbatim comments by Mayor Thorpe [page 5], 3/0

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

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 18, 2023

Continued, 3/0

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

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

C. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 25, 2023

Continued, 3/0

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

D. APPROVAL OF COUNCIL WARRANTS

Approved, 3/0

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

E. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 3/0

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

F. SECOND READING – PROPOSED ORDINANCE AMENDING SECTION 6-8.14 OF THE ANTIOCH MUNICIPAL CODE REGARDING RESTRICTIONS ON THE SALE OF TOBACCO PRODUCTS (*Introduced on April 25, 2023*)

Failed, 2/1 (Wilson)

Recommended Action: It is recommended that the City Council adopt the ordinance amending Section 6-8.14 of the Antioch Municipal Code regarding restrictions on the Sale of Tobacco Products.

G. ACCEPTANCE OF BID AND AWARD OF CONTRACT TO E.E. GILBERT CONSTRUCTION, INC. FOR THE ASPHALT OVERLAY OF DEERFIELD CORRIDOR, CANADA VALLEY, AND SILVERADO TRAILS, BID NO. 988-0413-23A

Reso No. 2023/67 adopted, 3/0

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

- 1) Award the agreement to the lowest, responsive, and responsible bidder, E. E. Gilbert Construction, Inc.;
- 2) Approve the agreement with E.E. Gilbert Construction Inc. in the amount of \$163,922.50; and
- 3) Authorize the Acting City Manager to execute an agreement with E.E. Gilbert Construction, Inc. of Martinez CA, for the Asphalt Overlay of Deerfield Corridor, Canada Valley, and Silverado Trails in a form approved by the City Attorney for a total amount of \$163.922.50.

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

H. RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP, INC. FOR DEVELOPMENT AND TRAFFIC ENGINEERING SERVICES

Reso No. 2023/68 adopted, 3/0

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

- 1) Approving the first amendment with Interwest Consulting Group, Inc. to continue providing Development and Traffic Engineering Services;
- 2) Authorizing the Finance Director to make the necessary adjustments to the Fiscal Year 2022/23 Budget; and
- 3) Authorizing the Acting City Manager to execute the first amendment to the Agreement with Interwest Consulting Group, Inc.

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

4. PUBLIC HEARING TO REVIEW THE SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2020-2021 ACTION PLAN AND REVIEW THE FISCAL YEAR 2023-23 ACTION PLAN FOR EXPENDING FEDERAL CDBG, LOCAL HOUSING SUCCESSOR, AND PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING

8:04 P.M. MAYOR THORPE ARRIVED DURING THE PUBLIC HEARING PRESENTATION.

Reso No. 2023/69 adopted, 4/0

Recommended Action: 1) It is recommended that the City Council approve the Substantial Amendment to the Fiscal Year 2020-21 Action Plan recommended by the CDBG Committee and adopt the resolution approving the City of Antioch Amended Fiscal Year 2020-21 Action Plan for expending federal CDBG funds.

Reso No. 2023/70 adopted, 4/0

- 2) It is recommended that the City Council approve the funding recommendations of the CDBG Committee and adopt the resolution approving the City of Antioch Fiscal Year 2023-24 Action Plan for expending federal CDBG funds.

Reso No. 2023/71 adopted, 4/0

- 3) It is recommended that the City Council approve the funding recommendations of the CDBG Committee and adopt the resolution approving Permanent Local Housing Allocation (PLHA) funding for homeless services outlined in the Fiscal Year 2023-24 Annual Action Plan.

Reso No. 2023/72 adopted, 4/0

- 4) It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG Committee and adopt the resolution approving Housing Successor funding for homeless services outlined in the Fiscal Year 2023-24 Annual Action Plan.

COUNCIL REGULAR AGENDA

5. PRESENTATION AND DISCUSSION ON TENANT PROTECTION POLICIES AND PROGRAMS, INCLUDING RENT PROGRAM, ANTI-HARASSMENT, AND JUST CAUSE EVICTION

9:32 P.M. RECESS – After presentation and public comments received for Agenda Item #5

9:38 P.M. RECONVENED, ROLL CALL – **Council Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson and Mayor Thorpe**
[Mayor Pro Tem (District 1) Torres-Walker – Absent]

Direction provided to staff to follow timeline presented

Recommended Action: It is recommended that the City Council receive presentation and provide direction on next phase of tenant protection policies and programs.

6. FISCAL YEAR 2023-25 BUDGET DEVELOPMENT

Direction provided to staff to bring back ‘Chart B’ budget with Code Enforcement funded with ARPA funds, and one-time revenue discussion

Recommended Action: It is recommended that the City Council provide feedback and direction regarding the budget development of the Fiscal Year 2023-25 Budget.

7. DISCUSSION ITEM: CITY COUNCIL REVIEW OF THE POLICY FOR THE CITY, INCLUDING ALL OF ITS DEPARTMENTS, REGARDING THE SELECTION OF ATTORNEYS PROVIDING CONTRACT SERVICES, AND THE REVIEW, AUTHORIZATION AND EXECUTION OF ALL AGREEMENTS FOR LEGAL SERVICES AND SERVICES TO BE PROVIDED BY ATTORNEYS TO THE CITY

Item postponed to the next meeting

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

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 Acting 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 motion is required, and then a majority vote is required to adjourn the meeting.*

Motioned to adjourn Regular Meeting at 10:55 p.m., 4/0



NATIONAL PUBLIC WORKS WEEK

May 21-27, 2023

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

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

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

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

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

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim May 21-27, 2023, as "NATIONAL PUBLIC WORKS WEEK" in the City of Antioch, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works professionals make every day to our health, safety, comfort, and quality of life.

MAY 9, 2023

LAMAR A. THORPE, Mayor

Upcoming Event - Online Tickets



Cultural Center Event

Asian American & Pacific Islander Historical Symposium

May 20th 2:00pm

1500 West 4th Street Antioch, California
94509



Dr. Hans Ho



Ron Chan

Topic: Asian History in Antioch-
Trials and Triumphs

Dr. Richard Tenaza



Bruce Quan Jr.



Ms. Marsha Golangco



Ms. Jean Pfaelzer



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

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

**April 11, 2023
Council Chambers**

5:00 P.M. - CLOSED SESSION

Mayor Thorpe called Closed Session to order at 5:00 P.M., and City Clerk Householder called the roll.

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

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): One Case.
- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: East 18th Street and Wilson Street (APN 051-400-027), Antioch, CA; Agency Negotiation: City of Antioch Negotiators: Forrest Ebbs, Acting City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: City of Antioch and Contra Costa County Fire Protection District, Negotiator Fire Chief Lewis Broschard; Under Negotiation: Price and terms of payment.

PUBLIC COMMENTS – None

ADJOURN TO CLOSED SESSION

Mayor Thorpe adjourned to Closed Session at 5:01 P.M.

5:30 P.M. STUDY SESSION

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

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

SM-1. FISCAL YEAR 2023-25 BUDGET PRIORITIES

Acting City Manager Ebbs presented the staff report dated April 11, 2023, recommending the City Council provide feedback and direction regarding the budget policies for the fiscal year 2023-25 budget.

Councilmember Wilson suggested staff prepare different scenarios for capping use of the Budget Stabilization Fund.

In response to Councilmember Barbanica, Finance Director Merchant provided budget projections for the Budget Stabilization Fund and General Fund reserves. She reported each fiscal year since 2018 surpluses were added to the Budget Stabilization Fund balance. She noted those surpluses were mostly due to vacancy savings and uncompleted projects.

Councilmember Ogorchock suggested reducing the Budget Stabilization Fund request to \$3M.

In response to Councilmember Barbanica, Finance Director Merchant stated there could be vacancy savings in FY23/24; however, using vacancy savings was not a continued budget strategy since the goal was to fill the positions. She noted current budget numbers were a baseline to continue operations at current service levels. She commented that they could consider reducing the vehicle replacement fund; however, when those vehicles were replaced, they would have to come back to the General Fund to cover the shortfall. She also noted that in 2024 there would be another payment from the state settlement for the Brackish Water Project and they anticipated the money could offset FY24 by \$1-2M. She stated she was unsure how to cover the deficit for FY24-25 without reducing funding for programs or leaving vacancies open.

Mayor Thorpe commented that some one-time expenditures could be supplemented by ARPA funding.

Finance Director Merchant stated that she did not believe there were many one-time expenditures since staff was asked to go forward with a status quo budget; however, ARPA funding could be utilized for standard operating items.

PUBLIC COMMENTS *for Study Session*

Andrew Becker expressed his frustration at the lack of public participation in the Budget Study Sessions. He requested Homekey be included in budget discussions.

Following discussion, direction was provided to staff to provide scenarios for capping use of the Budget Stabilization Fund at \$0, \$3M and \$4M.

Councilmember Barbanica supported remaining with a status quo budget and allowing department heads to move funds around within their own budgets to fund their budget requests.

Councilmember Ogorchock supported remaining with a status quo budget. She suggested pursuing grant opportunities and utilizing ARPA funding to support homelessness and housing services.

Finance Director Merchant cautioned that if ARPA funds were utilized for a grant there would be other annual costs to continue the program which were not part of budget scenarios.

Councilmember Ogorchock mentioned State funds could be funneled through the County to help with homeless services.

Acting City Manager Ebbs added that prioritizing a grant for housing and homeless services would also involve staff support.

Following discussion, Council allowed for flexibility under the department head's discretion to move funding around within their existing budgets to fund their requests.

Councilmember Torres-Walker stated departments with smaller overall budgets would not be able to locate funds to support their budget requests, so some money needed to be spent.

Mayor Thorpe commented that the budget scenarios requested would allow Council some flexibility to consider funding priorities.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the Special Meeting/Study Session at 6:04 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:02 P.M., and City Clerk Householder called the roll.

Present: Council/Agency Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 1) Torres-Walker 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 – ANTICIPATED LITIGATION**, Council authorized a severance payment and general release with John Samuelson, former Public Works Director/City Engineer, consisting of severance pay for \$144,714.44 and settlement of

claims for \$100,000, for a total of \$244,714.44, by a 3-2 vote with Councilmember Torres-Walker and Mayor Thorpe voting no; and, **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, direction was given to Acting City Manager Ebbs and City Attorney Smith.

1. INTRODUCTION OF NEW CITY EMPLOYEES

Director of Public Safety and Community Resources Johnson introduced Jazmin Ridley, Unhoused Resident Coordinator who stated she was excited to return to the City and serve the residents of Antioch.

Police Chief Ford introduced Taylor Hubbard, Police Dispatcher.

Acting City Manager Ebbs introduced Hilary Brown, Administrative Analyst who stated it was an honor to serve the community.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced Keep Antioch Beautiful Day Earth Day Event would be held 9:00 A.M. – 11:30 A.M. on April 22, 2023.

Director of Public Safety and Community Resources Johnson announced the relaunching of the Antioch Homeownership Program and a zoom workshop for first time homebuyers at 6:00 P.M. on April 26, 2023.

PUBLIC COMMENTS

Erika Raulston, Kathryn Wade, Carolyn Simmons, Cassandra Quinto-Collins and Bella Quinto Collins expressed concern regarding a newspaper article that reported allegations of police misconduct and discussed their personal experiences with law enforcement.

Melissa Case, Michael Kerr, Oscar Grant Committee, Leslie May, expressed concern regarding a newspaper article that reported allegations of police misconduct.

Ralph Hernandez, Antioch resident, spoke in support of good police officers and commented that those responsible for illegal behavior should be held accountable. He provided written comments regarding cases he had investigated.

Tami discussed an incident involving a family member and law enforcement.

Gigi Crowder, Antioch resident and Executive Director of NAMICC, discussed an incident involving a family member and law enforcement. She offered to assist the City with reparations work and spoke in support of Mental Health Services.

Andrew Becker announced the application period for Project Homekey would begin April 24, 2023 and encouraged the City to be prepared to meet that opportunity.

Teki Flow, Reimagine Antioch, expressed concern regarding a newspaper article that reported allegations of police misconduct. She requested an internal audit of the Antioch Police Department (APD) Internal Affairs process and a review of their cases.

John Lanter, Antioch resident, stated he wanted a professional police force and noted he opposed racism. He voiced his support for Police Chief Ford and requested the community give him their full support.

Francisco Torres, Reimagine Antioch, requested an independent review of cases the District Attorney prosecuted that involved officers accused of misconduct.

Latrece Martin, Racial Equity and Social Justice and Reimagine Antioch, requested officers accused of misconduct be held accountable.

Patricia Granados, Antioch resident, celebrated democracy in Antioch. She spoke in support of holding law enforcement and community members accountable.

Robert Collins expressed concern regarding a newspaper article that reported allegations of police misconduct and discussed his personal experiences with law enforcement. He requested the Department of Justice, State Attorney General and District Attorney investigate the APD.

Sal Sbranti stated Measure C and Measure W were promoted as efforts to increase safety and security by increasing the police force. He discussed allegations of misconduct against elected officials and requested an audit of their text messages as well as body cam footage related to those events. He also requested the separation agreement for a city official and the selection criteria for those evaluated for their position. He stated he believed Police Chief Ford was part of the process in making a positive cultural change in Antioch.

Mayor Thorpe expressed his frustration with previous public comments and declared a recess at 7:55 P.M. The meeting reconvened at 7:57 P.M. with all Councilmembers present.

PUBLIC COMMENT – *Continued*

Mayor Thorpe apologized for expressing his frustrations.

Velma Wilson spoke in support of Chief Ford and local law enforcement officers that she had been in contact with. She commented that everyone at some point made racist and prejudicial comments; however, their messages had not been made public. She stated she would continue to serve the community.

Taunita Trotter, Antioch resident, representing Kultore Collective/Reimagine Antioch, Rubicon Antioch, discussed personal experiences with racism and expressed concern regarding a newspaper article that reported allegations of police misconduct.

Mary Lutz read a letter submitted to Council from Frank Sterling.

Shagoofa Khan, Antioch resident, stated she was a victim of alleged police misconduct and spoke in support of holding law enforcement officers accountable.

Edgar M. expressed concern regarding allegations of police misconduct.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Barbanica reported on his attendance at the CDBG Committee meeting with Councilmember Torres-Walker. He stated he was assured by staff that allegations of police misconduct would be investigated and if violations were found, Police Chief Ford would hold those responsible accountable.

Councilmember Ogorchock thanked the community for coming forward this evening. She stated she was unaware of the details alleging misconduct; however, she had spoken to staff and was informed that an audit would be conducted. She noted she would reserve her remarks until those results were available. She stated she believed Police Chief Ford would take the necessary actions against the individuals found to be responsible.

Councilmember Wilson reported Delta Diablo would meet on April 12, 2023. She thanked and acknowledged the public who spoke this evening.

Councilmember Torres-Walker reported on her attendance at the CDBG meeting and noted a Cannabis Standing Committee would be held soon. She discussed a family member's personal experiences with law enforcement and allegations of police misconduct. She expressed concern that these issues had not been addressed in the past. She hoped Police Chief Ford would choose to remain in Antioch.

Mayor Thorpe stated as the mayor he took on all the concerns from residents. He reported that Council had made previous decisions to not address issues when they knew things were wrong. He noted that some members of Council chose to call for police reform in 2020 after listening to the community. He noted allegations of misconduct would be dealt with and he hoped the community would embrace and advance the necessary changes. He thanked those who had offered their condolences for his father's passing.

Mayor Thorpe led a moment of silence and reflection.

MAYOR'S COMMENTS

2. PRESENTATION

Antioch Police Department – 2022 Annual Update

Police Chief Ford thanked Mayor Thorpe for leading a moment of silence and reflection. He also thanked the community and his family for their support. He gave an Antioch Police Department (APD) – 2022 Annual Update PowerPoint presentation.

Stephanie requested speed bumps for East 13th and A Streets.

Leslie May encouraged the APD to focus on sexual assaults in schools and mental health.

Kathryn Wade discussed an incident involving a family member and law enforcement.

Carolyn Simmons sympathized with members of the community who were victims and stated she feared for family members.

Gigi Crowder thanked Police Chief Ford for the presentation. She spoke in support of preventative approaches and reducing racial disparity. She requested APD prioritize strategies for mental health challenges and collaborate with the faith-based community.

Andrew Becker reported on his attendance at a community forum for the APD and expressed interest in participating in a ride-along.

Robert Collins thanked Police Chief Ford for the presentation and spoke to the importance of the City having professional city employees and elected officials. He suggested APD provide translation services for the community.

Stephanie M. discussed an incident involving a family member and law enforcement.

Councilmember Wilson thanked Police Chief Ford for the presentation and expressed concern regarding reported allegations of police misconduct. She requested Police Chief Ford present a plan of action to the Council every 3-6 months regarding the status of addressing areas of concern. She stated she was determined to hold people accountable.

Police Chief Ford agreed to come back with assessments. He reported the APD had solidified a deal with the Department of Justice (DOJ) who would serve as a sanctioning body and hold them accountable. He discussed his experience in dealing with this work and committed to making sure the organization was restructured and reframed. He offered to present the full public safety plan codified through the DOJ.

Councilmember Torres-Walker thanked Police Chief Ford for the presentation. She requested a breakdown of violent, nonviolent, and prior misdemeanor felony offenses. She commented that times of civil unrest and economic uncertainty had increased crime. She noted if history was provided for the data, it would be easier for the City to address increased crime during economic uncertainty and times of civil unrest. She noted that many of the calls for service could be addressed by the crisis response team and community engagement specialist.

Police Chief Ford responded that he supported Director of Public Safety and Community Resources Johnson and worked closely with her to accomplish those goals. He commented that when the Crisis Response Team was activated for a brief time, the positive impact was notable, and they served a vital purpose.

Councilmember Torres-Walker requested data regarding use of force, in custody deaths and complaints. She stated she appreciated the phone policy.

In response to Councilmember Torres-Walker, Police Chief Ford clarified that in custody deaths fell under use of force criteria. He stated he could provide training around sexism to ensure safety for women coming into the profession as well as women being engaged by patrol officers.

Councilmember Torres-Walker stated she understood changing the culture may take years and some serving now would not be here to see the change; however, hopefully it would not be because they were victims of police misconduct.

Mayor Thorpe thanked Police Chief Ford for the update. He discussed the importance of annual mental health evaluations for APD Officers. He questioned the timeline for internal investigations.

Police Chief Ford responded that internal investigations were dictated by Government Code 3304.

City Attorney Smith explained that they were allotted a year by the Government Code and there could be an internal policy to get them completed faster; however, they would have the allotted amount of time statutorily.

Police Chief Ford commented that the key was to make sure the investigator overseeing the internal investigation process was diligent in making sure it remained on a certain pace. He stated he was unaware of any complaints exceeding a year. He reported Captain Schnitzius oversees the internal affairs unit and the team consisted of Lieutenant Melone and Sergeant Bledsoe. He stated the Police Union addressed labor issues and served as a separate entity.

Mayor Thorpe expressed concern that Sergeant Bledsoe served as both the Vice President of the APOA and a member of the internal affairs unit.

In response to Mayor Thorpe, Captain Schnitzius reported annual employee evaluations for APD had not been done for a few years. He noted they had been trying to work with HR for a long time to get the evaluations sent to them so they could be completed, and they had recently worked with Director of Human Resources Cortez to get that rectified as well as revamp the categories of evaluation.

Mayor Thorpe discussed the importance of Council being aware of what was being investigated and that officers were being evaluated regularly. He questioned what steps would be taken to address issues of racial bias and discriminatory practices within the APD.

Police Chief Ford commented that he had been focused on the culture of the department since he became Chief. He reported they had several training courses and bias training would be forthcoming. He noted they had a 25-course list that touched on heart and mindset to make sure they were calibrated in a certain way.

Mayor Thorpe questioned how the department was collecting data for the Racial and Identity Profiling Act of California.

Police Chief Ford responded that he would find the information for Mayor Thorpe.

Mayor Thorpe discussed the importance of Council looking at the data behind the numbers. He noted many issues could have been avoided if they had had Early Intervention Systems to identify problems.

Police Chief Ford agreed with Mayor Thorpe and noted the EIS course was non-punitive. He offered to provide Council with an overview of how it was working within the department.

Mayor Thorpe stated transparency was important. He questioned if Police Chief Ford believed the police misconduct being reported was wrong.

City Attorney Smith cautioned Police Chief Ford about expressing an opinion on a matter that was currently under investigation.

Mayor Thorpe stated the City Council was responsible and had to account for everything that happened in the City. He stated Police Chief Ford's decisions impacted the City Council and they needed to work with the administrative and legal departments in order for the City to function.

Mayor Thorpe thanked Police Chief Ford, Captain Morefield and Captain Schnitzius as well as the police staff present this evening.

3. **CONSENT CALENDAR *for City /City Council Members acting as Housing Successor to the Antioch Development Agency***
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 14, 2023**
 - B. **APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR MARCH 17, 2023**
 - C. **APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 28, 2023**
 - D. **APPROVAL OF COUNCIL WARRANTS**
 - E. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - F. **REJECTION OF CLAIM: VICTORIA COLLINS**
 - G. **RESOLUTION NO. 2023/52 APPROVING THE CLASS SPECIFICATION UPDATES FOR THE CONFIDENTIAL UNIT AND OPERATING ENGINEERS LOCAL UNION NO. 3 BARGAINING UNITS WITH NO SALARY CHANGES**

- H. **RESOLUTION NO. 2023/53 AUTHORIZING AN INCREASE OF THE LOAN APPLICATION WITH THE STATE WATER RESOURCES CONTROL BOARD FOR A DRINKING WATER STATE REVOLVING FUND LOAN UP TO \$60,000,000 FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**
- I. **RESOLUTION NO. 2023/54 SECOND AMENDMENT TO THE HONEYWELL BUILDING SOLUTIONS AGREEMENT FOR HVAC MAINTENANCE SERVICES NO. 400984420 FOR EXTRA WORK TO HVAC EQUIPMENT AT CITY FACILITIES**
- J. **RESOLUTION NO. 2023/55 AUTHORIZING TO PURCHASE UP TO THREE (3) 2024 NEW-TO-FLEET VEHICLES AND UP TO TWENTY (20) 2024 REPLACEMENT VEHICLES UTILIZING COOPERATIVE PURCHASE AGREEMENTS**
- K. **RESOLUTION NO. 2023/56 INCREASE TO THE PURCHASE ORDER WITH CHEMTRADE CHEMICALS US LLC, FOR THE PURCHASE OF ALUMINUM SULFATE**
- L. **RESOLUTION NO. 2023/57 INCREASE OF PURCHASE ORDER WITH CENTRALSQUARE FOR FINANCE ENTERPRISE SOFTWARE UPGRADE**
- M. **RESOLUTION NO. 2023/58 AUTHORIZING THE ACCEPTANCE OF A GRANT DEED CONVEYING TO THE CITY OF ANTIOCH PROPERTY LOCATED AT DELTA FAIR BOULEVARD ASSESSOR'S PARCEL NUMBER 074-080-034-7**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar with the exception of items J and M which were removed for further discussion.

Item J – Mayor Thorpe reported that Council previously provided direction to replace the City's current fleet with electric/hybrid cars. He suggested this item be referred back to staff and return reflecting Council's values.

Acting Director of Public Works/City Engineer Buening stated that he understood Council's priorities; however, he was requesting flexibility to replace vehicles with gas cars if electric/hybrid vehicles remained unavailable. He stated it was critical to replace critical infrastructure so staff could continue providing services.

Councilmember Ogorchock stated she agreed with moving toward electric/hybrid vehicles; however, she was concerned with the condition of the current fleet and costs associated with maintaining those vehicles. She stated the City would also need the infrastructure in place to support electric vehicles.

City Attorney Smith stated he had met with the consultant who was providing an electric vehicle study who had indicated there were intermediate options for charging electric vehicles that could be implemented in a short amount of time.

In response to Councilmember Ogorchock, City Attorney Smith stated he could bring an electric/hybrid vehicle policy resolution to the next meeting if that was the direction of Council.

Mayor Thorpe stated if they wanted to codify a policy, staff could bring forward a resolution.

Andrew Becker questioned the condition of the vehicles needing replacement.

Mayor Thorpe reviewed the list of vehicles to be replaced.

In response to Councilmember Wilson, Acting Director of Public Works/City Engineer Buenting commented there was a small window of opportunity to purchase through an order bank and if they had authorization now, they would be prepared to move forward. He noted if they were able to purchase electric vehicles, they would expedite charging stations.

In response to Councilmember Barbanica, Acting Director of Public Works/City Engineer Buenting confirmed that \$1.8M for replacement vehicles was included in this year's fiscal budget.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council approved Item J. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Torres-Walker

Noes: Wilson, Thorpe

Item M – Mary Lutz expressed concern the County failed to bring forward a project for the unhoused on this land and spoke in support of a Homekey Project for this parcel.

Councilmember Ogorchock requested Council reconsider this item and work with the County to build transitional housing on the property.

Mayor Thorpe clarified there would be opportunities for the City to continue working with the County.

On motion by Councilmember Barbanica, seconded by Councilmember Torres-Walker the City Council approved Item M. The motion carried the following vote:

Ayes: Barbanica, Wilson, Torres-Walker, Thorpe

Noes: Ogorchock

Mayor Thorpe declared a recess at 9:58 P.M. The meeting was reconvened at 10:05 P.M. with all Councilmembers present.

COUNCIL REGULAR AGENDA

4. POLICE CRIME PREVENTION COMMISSION REVIEW OF PAST PURPOSE AND FUTURE VALUE

Captain Morefield presented the staff report dated April 11, 2023, recommending the City Council discuss the future relevance of the Police Crime Prevention Commission.

Leslie May spoke in support of disbanding the Police Crime Prevention Commission.

Matt Dawson, Chair of Police Crime Prevention Commission, reported they met regularly through October 2021 at which time various members termed out, moved, or resigned. He stated they were then informed they had no quorum and unable to hold meetings until vacancies were filled. He reported they had revised their bylaws and mission statement which had received the approval of the APD leadership; however, when it was forwarded to the City, they failed to respond. He stated vacancies were posted and they had applicants; however, when interviews were requested, no action was taken. He reported there were three members on the Commission who were very active serving the community.

Ronald Muhammed and Ralph Hernandez spoke in support of the Police Crime Prevention Commission.

Patricia Granados spoke in support of disbanding and defunding the Police Crime Prevention Commission and the APOA.

Mayor Thorpe commented that when they started the police reform process and formation of the Police Oversight Commission, there was discussion regarding the role of the Police Crime Prevention Commission. He noted he chose to stop filling vacancies for the Police Crime Prevention Commission and Economic Development Commission at that time. He reminded the public that Commissions served at the pleasure of the Council and noted he was dismayed when the Police Crime Prevention Commission became political.

Councilmember Torres-Walker stated documentation showed the role of the Commission being ambiguous. She noted the Commission was coordinating Neighborhood Watch groups, National Night Out and the Volunteers in Police Services (VIPS) program, which did not appear to be serving at the will of the Council. She noted it was also staffed by the APD and the City may need to rethink the Commission since they had a new department of Public Safety and Community Resources and focus on serving that department.

Captain Morefield explained the VIPS were non-sworn and served APD in the clerical capacity as well as performing vacation/security checks and abandoned vehicle abatement. He noted the connection to the Police Crime Prevention Commission sometimes overlapped since Hans Ho was a VIP and oversaw the Commission. He noted if Council did not want to continue with the Commission, APD may be able to continue to support National Night Out and the Neighborhood Watch Programs. He confirmed National Night Out was organized by VIPS and Neighborhood Watch was organized by the community.

Councilmember Torres-Walker stated Neighborhood Watch should be community driven and under the new department of Public Safety and Community Resources. She spoke in support of revising and renaming the Police Crime Prevention Commission.

Mayor Thorpe commented that the Police Crime Prevention Commission served as the assembly gathering place for all Block Captains and National Night Out was part of the Neighborhood Watch program.

In response to Councilmember Barbanica, Police Chief Ford commented that if structured correctly, he believed there could be utility in the Police Crime Prevention Commission. He noted defining the purpose would dictate whether this entity continued to exist.

In response to Councilmember Torres-Walker, Police Chief Ford stated the Commission could have utility for the APD and Public Safety and Community Resources departments. He noted he saw some nexus between what the Public Safety and Community Resources Department and APD were trying to accomplish.

Councilmember Ogorchock reported the Police Crime Prevention Commission had a purpose and meetings were well attended and conversations were robust. She stated she believed it could be reorganized and spoke to the value of the Commission organizing National Night Out and the Neighborhood Watch Block Captains.

Councilmember Wilson commented that the Commission needed structure and guidelines.

Following discussion, Councilmember Torres-Walker volunteered to work with Police Staff, Director of Public Safety and Community Resources Johnson and the Police Crime Prevention Commission Chair to define the purpose and structure of the Commission. The information would be brought back to the City Council for consideration.

5. CONSIDERATION OF A CHANGE TO THE CITY ADMINISTRATION'S ORGANIZATIONAL STRUCTURE BY TRANSFERRING, FROM THE CITY MANAGER TO THE CITY COUNCIL, THE AUTHORITY TO APPOINT, SUPERVISE, AND REMOVE THE CHIEF OF POLICE

City Attorney Smith presented the staff report dated April 11, 2023, recommending the City Council provide direction to staff regarding whether to prepare an ordinance changing the organizational structure of the City's administration by transferring, from the City Manager to the City Council, the authority to appoint, supervise, and remove the Chief of Police.

Leslie May and Patricia Granados spoke in support of changing the organizational structure of the City's administration by transferring, from the City Manager to the City Council, the authority to appoint, supervise, and remove the Chief of Police.

Melissa Case stated that because of allegations of police misconduct, she was unsure who should have the authority to appoint, supervise and remove the Police Chief. She spoke in support of separation with accountability.

Sandy Hartrick and Ralph Hernandez opposed changing the organizational structure of the City's administration by transferring the authority to appoint, supervise, and remove the Chief of Police.

Ron Mohammad stated he believed it was wrong that Police Chief Ford had to take the blame for the allegations of police misconduct. He stated he was unclear of what the changes would be and noted policing needed to remain with the APD.

Mayor Thorpe clarified that Council agreed to change the hiring practice for the Chief of Police in 2020 and Police Chief Ford understood that they were restricting the hiring process. He noted this matter was about accountability and not personal. He explained that the Council would be directly managing the person who was running the APD for transparency and accountability purposes. He noted that other decisions would also need to be made and he hoped Police Chief Ford would agree to stay.

Councilmember Barbanica opposed the change in the organizational structure because the APD was not an extension of a political arm. He stated there needed to be a buffer between politicians and those tasked with enforcing laws.

Councilmember Wilson stated in light of past events there needed to be a direct line between the Council and APD. She noted past practices had been unsuccessful.

In response to Councilmember Ogorchock, City Attorney Smith stated if the Ordinance was approved, an analysis would take place regarding how the Police Chief's contract interacted with the Ordinance and then Council would be informed of that result.

Councilmember Ogorchock stated she did not support the ordinance; however, she did support regular updates from Police Chief Ford for accountability purposes.

Councilmember Torres-Walker stated reports would not give the Council any authority and with every good policy, everything had to come into compliance.

Mayor Thorpe spoke in support of the ordinance.

Following discussion, Council consensus directed staff to prepare the ordinance.

PUBLIC COMMENT

Debra Vinson reported that she received charges from the City for false alarm calls even though her property had been burglarized and fines had negatively impacted her credit report.

Patricia Granados apologized to those in the community who were victimized. She spoke in support of reparations for the black community, defunding the APOA and national reforms.

Kathryn Wade discussed the need for change in the community.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker requested the Council discuss the false alarm policy and thanked those who attended the City Council meeting. She discussed the importance of acknowledging the facts. She stated as Councilmembers who worked full-time, they deserved help.

Mayor Thorpe announced he would be calling a Special Meeting on April 18, 2023 so the Council could set direction on audits of internal affairs, hiring and promotions and equity for APD. He thanked the public for attending this evening and apologized again for his earlier conduct.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council unanimously adjourned the meeting at 11:07 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 9, 2023

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 April 18, 2023

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of April 18, 2023, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 9, 2023

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: City Council Meeting Minutes of April 25, 2023

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of April 25, 2023, to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
APRIL 14 - 27 , 2023
FUND/CHECK#

100 General Fund

Non departmental

00406133	CONTRA COSTA COUNTY	PAYROLL	50.00
00406146	DIVISION OF STATE ARCHITECT	1ST QUARTER REPORT	988.40
00406187	LIFE INSURANCE COMPANY OF NA	PAYROLL	4,539.88
00406196	MISSIONSQUARE 301362	PAYROLL	1,319.03
00406197	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,211.84
00406209	PARS	PAYROLL	6,078.76
00406222	STATE OF CALIFORNIA	PAYROLL	534.70
00406282	EMPLOYEE	REFUND OVERPAID GYM	36.00
00406299	EMPLOYEE	REFUND OVERPAID GYM	184.00
00406308	PARCEL QUEST	ANNUAL RENEWAL FEE	9,075.00
00406310	EMPLOYEE	REFUND OVERPAID GYM	24.00
00945207	LSA ASSOCIATES INC	CONSULTANT SERVICES	13,977.50
00945208	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	50,418.42
00945214	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,445.86

City Council

00945202	COMPUTERLAND	COMPUTER	3,687.60
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City Attorney

00406169	HUNDLEY, RACHEL ELIZABETH	EXPENSE REIMBURSEMENT	610.00
00406186	LEXISNEXIS	SUBSCRIPTION FEE	236.00
00406226	VERIZON WIRELESS	DATA USAGE	104.76

City Manager

00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	9.41
00406248	BIG SKY LOGOS AND EMBROIDERY	CITY LOGO ATTIRE	1,418.24
00406253	BRENTWOOD PRESS AND PUBLISHING	ADVERTISING	3,189.00
00406309	PHOTOGRAPHY BY TISH	PROFESSIONAL SERVICES	1,665.00

City Clerk

00406084	ACCOUNTEMPS	TEMP SERVICES	10.44
00406085	ACCOUNTEMPS	TEMP SERVICES	1,777.34
00406102	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,699.80
00406201	OFFICE DEPOT INC	OFFICE SUPPLIES	6.62
00406323	TOTAL RECALL CAPTIONING	CAPTIONING SERVICES	1,150.00

City Treasurer

00406189	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	391.54
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Human Resources

00406212	EMPLOYEE	RETIREMENT GIFT	250.00
00406215	REINKE, LISA MARIE	EXPENSE REIMBURSEMENT	215.00
00406285	EMPLOYEE	RETIREMENT GIFT	250.00

Economic Development

00406108	BIG SKY LOGOS AND EMBROIDERY	CITY LOGO ATTIRE	343.52
00406243	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,039.50
00406327	VERIZON WIRELESS	DATA USAGE	1,331.27
00945203	DELL COMPUTER CORP	SOFTWARE	39.71
00945220	GIS PLANNING INC	RENEWAL FEE	2,200.00

Finance Administration

00406105	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	327.15
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CLAIMS BY FUND REPORT
FOR THE PERIOD OF
APRIL 14 - 27 , 2023
FUND/CHECK#

Finance Accounting

00406091	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	346.70
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	306.17

Finance Operations

00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	492.84
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Non Departmental

00406096	ANTIOCH HISTORICAL SOCIETY	CIVIC ENH GRANT FY23	8,835.00
00406136	CONTRA COSTA FAMILY JUSTICE	CIVIC ENH GRANT FY23	5,000.00
00406204	PACIFIC CREDIT SERVICES	COLLECTION FEES	157.25
00406257	CANCER SUPPORT COMMUNITY	CIVIC ENH GRANT FY23	2,500.00
00406300	LOVE NEVER FAILS	CIVIC ENH GRANT FY23	6,000.00

Public Works Administration

00406226	VERIZON WIRELESS	DATA USAGE	76.02
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	16.53
00406241	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	341.11

Public Works Street Maintenance

00406114	C AND J FAVALORA TRUCKING INC	HAULING SERVICE	1,735.89
00406139	CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	9,314.37
00406168	HOME DEPOT, THE	TOOLS & SUPPLIES	21.53
00406220	SHERWIN WILLIAMS CO	SUPPLIES	168.89
00406226	VERIZON WIRELESS	DATA USAGE	203.65
00406231	ZUMAR INDUSTRIES INC	SIGN EQUIPMENT	352.58
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	81.29
00406236	ANTIOCH ACE HARDWARE	SUPPLIES	197.33
00406241	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	144.82
00406327	VERIZON WIRELESS	DATA USAGE	52.53
00945203	DELL COMPUTER CORP	COMPUTER PARTS	20,506.98

Public Works-Signal/Street Lights

00406131	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	24,185.89
00406144	DC ELECTRIC GROUP INC	STREET LIGHT KNOCKDOWN	16,935.78
00406205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	313.56
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8,066.89
00406239	AT AND T MCI	PHONES	1,174.30

Public Works-Facilities Maintenance

00406090	ALTA FENCE	FENCE REPAIR & INSTALLATION	86,064.00
00406141	CRYSTAL CLEAR LOGOS INC	UNIFORMS	895.00
00406144	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	9,520.00
00406154	FASTSIGNS	BUSINESS CARDS	90.46
00406194	MAYORGA, MARVIN A	EXPENSE REIMBURSEMENT	32.40
00406205	PACIFIC GAS AND ELECTRIC CO	GAS	1,684.02
00406206	PACIFIC GAS AND ELECTRIC CO	GAS	24,039.55
00406213	REAL PROTECTION INC	INSPECTION FEE	776.77
00406226	VERIZON WIRELESS	DATA USAGE	127.63
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	389.14
00406236	ANTIOCH ACE HARDWARE	PARTS & SERVICE	229.30
00406239	AT AND T MCI	PHONES	79.66
00406241	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	97.13
00406288	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	7,593.09



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00406327	VERIZON WIRELESS	DATA USAGE	52.53
00945204	GRAINGER INC	DRINKING FOUNTAINS	3,267.73
00945221	GRAINGER INC	PARTS	930.76
Public Works-Parks Maint			
00406205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	86.33
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	234.43
00406223	STEWARTS TREE SERVICE INC	TREE SERVICE	2,500.00
00406239	AT AND T MCI	PHONES	135.55
00406303	MYERS CONTAINER LLC	STEEL DRUMS	11,119.27
00406322	TERRACARE ASSOCIATES	PARK MAINTENANCE	107,103.25
00945196	AMERICAN PLUMBING INC	PLUMBING SERVICES	325.00
Public Works-Median/General Land			
00406154	FASTSIGNS	BUSINESS CARDS	90.46
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	23.04
00406236	ANTIOCH ACE HARDWARE	HARDWARE	158.39
00406239	AT AND T MCI	PHONES	408.87
00406261	CONCRETE FENCE INSTALLERS INC	SOUNDWALL REPAIR	61,450.75
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,931.36
Police Administration			
00406087	ALAMEDA COUNTY SHERIFFS OFFICE	NEW RECRUITS ACADEMY	24,630.00
00406094	AMI PHOTO BOOTH LLC	PROFESSIONAL SERVICES	350.00
00406110	BLEDSE, LOREN M	PER DIEM	128.00
00406123	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	22.19
00406140	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	108.00
00406148	DUFFY, ADAM JAMES	PER DIEM	148.00
00406149	EAN SERVICES LLC	TRAINING RENTAL CARS	2,273.43
00406150	EAN SERVICES LLC	RENTAL CAR TOLLS	24.35
00406155	FERNANDES AUTO WRECKING AND TOWING	TOWING SERVICE	7,500.00
00406156	FLORES, VANESSA SOFIA	PER DIEM	128.00
00406160	GALLS LLC	EQUIPMENT	5,298.62
00406181	LENDERMAN, THOMAS E	EXPENSE REIMBURSEMENT	95.63
00406182	LEWIS, ERIN	EXPENSE REIMBURSEMENT	65.24
00406183	LEWIS, ERIN	EXPENSE REIMBURSEMENT	21.86
00406184	LEXIPOL LLC	ANNUAL POLICY RENEWAL	6,277.64
00406185	LEXISNEXIS	DATABASE SUBSCRIPTION	252.50
00406191	MALSOM, STACEY K	EXPENSE REIMBURSEMENT	91.98
00406192	MARTIN, RICHARD B	EXPENSE REIMBURSEMENT	1,730.65
00406198	NET TRANSCRIPTS	TRANSCRIBING SERVICES	79.36
00406233	ADAMSON POLICE PRODUCTS	SWAT UNIFORMS	497.37
00406234	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING FEES	2,109.00
00406268	CRUMP INVESTIGATIONS	BACKGROUND CHECK SERVICE	7,183.41
00406277	ED JONES CO INC	NEW HIRE BADGE	402.84
00406280	GALLS LLC	EQUIPMENT	3,461.57
00406283	GREEN, ROBERT A	PER DIEM	115.00
00406284	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	22.57
00406295	LC ACTION POLICE SUPPLY	AMMUNITION	9,445.73
00406305	OFFICE DEPOT INC	OFFICE SUPPLIES	82.17
00406308	PARCEL QUEST	ANNUAL ACCOUNT RENEWAL	137.50



CLAIMS BY FUND REPORT
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00406311	REACH PROJECT INC	PROFESSIONAL SERVICES	17,083.00
00406327	VERIZON WIRELESS	DATA USAGE	3,048.40
00945200	CHAPLIN AND HILL INVESTIGATIVE SERVICES	INVESTIGATIONS	9,488.50
00945203	DELL COMPUTER CORP	ADOBE PRO SOFTWARE	45.39
00945205	IMAGE SALES INC	ID CARDS	101.85
00945210	RAY MORGAN COMPANY	COPIER LEASE	1,031.48
00945213	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	160.71
Police Community Policing			
00406086	ACEK9	K9 HEAT ALARMS	504.00
00406098	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	2,811.38
00406111	BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	29.65
00406143	D TAC K9 LLC	K9 TRAINING	3,700.00
00406170	HUNT AND SONS INC	FUEL	127.92
00406278	FLORES, VANESSA SOFIA	EXPENSE REIMBURSEMENT	36.01
00406292	KENDALL, PRICE JULIUS	EXPENSE REIMBURSEMENT	139.00
00406315	SHOTSPOTTER INC	SHOTSPOTTER CONTRACT	145,000.00
00945209	ODIN SYSTEMS INC	CAMERA MAINTENANCE	2,000.00
Police Traffic Division			
00406124	COLLISION RECONSTRUCTION ENGINEER	ENGINEERING SERVICES	350.00
Police Investigations			
00406088	ALHAMBRA	WATER	156.88
00406117	CALLYO 2009 CORP	EVIDENCE - DIGITAL SERVICE	3,819.12
00406158	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	122.48
00406171	INABNETT, KELLY	EXPENSE REIMBURSEMENT	405.87
00406219	SEROLOGICAL RESEARCH INSTITUTE	EVIDENCE	4,200.00
Police Special Operations Unit			
00406149	EAN SERVICES LLC	VEHICLE RENTAL	3,468.62
00406173	INTEGRITY SURVEILLANCE GROUP	GPS TECHNOLOGY	273.28
Police Communications			
00406093	AMERICAN TOWER CORPORATION	TOWER FEES	264.43
00406125	COMCAST	CONNECTION SERVICES	9,779.82
00406126	COMCAST	CONNECTION SERVICES	2,703.99
00406127	COMCAST	CONNECTION SERVICES	3,079.78
00406128	COMCAST	CONNECTION SERVICES	2,715.74
00406135	CONTRA COSTA COUNTY	RADIO SERVICES	2,783.06
00406207	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00406239	AT AND T MCI	PHONES	4,074.04
Office Of Emergency Management			
00406239	AT AND T MCI	PHONES	411.88
Police Community Volunteers			
00406193	MARTIN, RICHARD B	EXPENSE REIMBURSEMENT	668.51
00406313	RUSH IMPRINTABLES	OPERATING SUPPLIES	490.73
Police Facilities Maintenance			
00406206	PACIFIC GAS AND ELECTRIC CO	GAS	35,811.05
00406213	REAL PROTECTION INC	INSPECTION FEE	373.89
00406239	AT AND T MCI	PHONES	260.52
00945216	AMERICAN PLUMBING INC	PLUMBING REPAIR	395.00
Youth Network Services			



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
APRIL 14 - 27 , 2023
FUND/CHECK#

00406103	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,987.99
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	66.77
PSCR Administration			
00406103	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,218.24
00406201	OFFICE DEPOT INC	OFFICE SUPPLIES	86.23
Community Development Land Planning Services			
00406211	PLACEWORKS INC	CONSULTANT SERVICES	8,185.00
CD Code Enforcement			
00406115	CACEO	TRAINING MATERIAL	238.00
00406118	CEJA, PEDRO	EXPENSE REIMBURSEMENT	109.74
00406134	CONTRA COSTA COUNTY	RECORDING CHARGES	120.00
00406177	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	106.81
00406190	LUNSFORD, AMANDA JANE	EXPENSE REIMBURSEMENT	476.85
00406201	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
00406228	WISNIEWSKI, DANIELLE NICOLE	EXPENSE REIMBURSEMENT	476.60
00406255	CACEO	TRAINING MATERIAL	626.00
00406270	DATA TICKET INC	CONSULTANT SERVICES	871.00
00406296	LIND MARINE LLC	CONSULTANT SERVICES	220,000.00
00406304	NEXTEL SPRINT	CELL PHONE SERVICE	480.85
00406317	STAMM ENTERPRISES, LTD	STORAGE	255.00
00945202	COMPUTERLAND	COMPUTER ACCESSORIES	157.60
PW Engineer Land Development			
00406174	INTERWEST CONSULTING GROUP INC	ENGINEERING SERVICES	95,802.50
00406226	VERIZON WIRELESS	DATA USAGE	127.63
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	8.83
00406239	AT AND T MCI	PHONES	52.55
00406251	BLUEBEAM INC	RENEWAL FEE	476.00
00406304	NEXTEL SPRINT	CELL PHONE SERVICE	387.55
00406327	VERIZON WIRELESS	DATA USAGE	52.53
00945210	RAY MORGAN COMPANY	SUPPLIES	59.70
Community Development Building Inspection			
00406201	OFFICE DEPOT INC	OFFICE SUPPLIES	292.33
00406308	PARCEL QUEST	ANNUAL ACCOUNT RENEWAL	687.50
00406324	TYLER TECHNOLOGIES INC	CONSULTANT SERVICES	26,167.75
00945210	RAY MORGAN COMPANY	RAY MORGAN COPIER CHARGES	2,030.65
Capital Imp. Administration			
00406226	VERIZON WIRELESS	DATA USAGE	38.01
00406251	BLUEBEAM INC	RENEWAL FEE	476.00
00406304	NEXTEL SPRINT	CELL PHONE SERVICE	190.46
206 American Rescue Plan Fund			
Mayor's Apprenticeship Program			
00406103	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	521.13
00406218	RUBICON PROGRAMS INC	PROFESSIONAL SERVICES	6,337.28
212 CDBG Fund			
CDBG			
00406152	ECHO HOUSING	CDBG SERVICES	6,179.81
00406195	MEALS ON WHEELS AND SENIOR OUTREACH	CDBG SERVICES	2,499.96
00406244	BAY AREA CRISIS NURSERY	CDBG SERVICES	2,563.80



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00406256	CANCER SUPPORT COMMUNITY	CDBG SERVICES	2,499.81
00406258	CHOICE IN AGING	CDBG SERVICES	4,066.02
00406260	COMMUNITY VIOLENCE SOLUTIONS	CDBG SERVICES	2,500.16
00406262	CONTRA COSTA CHILD CARE COUNCIL	CDBG SERVICES	3,319.62
00406264	CONTRA COSTA FAMILY JUSTICE ALLIANCE	CDBG SERVICES	2,918.85
00406266	CONTRA COSTA SENIOR LEGAL SERVICES	CDBG SERVICES	3,172.97
00406267	COURT APPOINTED SPECIAL ADVOCATES	CDBG SERVICES	1,427.97
00406276	ECHO HOUSING	CDBG SERVICES	5,829.75
00406297	LIONS CENTER FOR THE VISUALLY IMPAIRED	CDBG SERVICES	2,540.00
00406301	MEALS ON WHEELS AND SENIOR OUTREACH	CDBG SERVICES	7,500.54
00406302	MONUMENT IMPACT	CDBG SERVICES	4,352.24
00406306	OMBUDSMAN SERVICES OF CCC	CDBG SERVICES	2,021.00
00406316	SOCIETY OF ST VINCENT DE PAUL OF CCC	CDBG SERVICES	1,989.90
213	Gas Tax Fund		
Streets			
00406205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	429.87
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	44,421.35
214	Animal Services Fund		
Animal Services			
00406151	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,357.45
00406167	HILLS PET NUTRITION	PET FOOD	39.94
00406206	PACIFIC GAS AND ELECTRIC CO	GAS	1,884.79
00406217	ROO VETERINARY INC	PROFESSIONAL SERVICES	838.00
00406224	TONY LA RUSSA'S ANIMAL RESCUE	PROFESSIONAL SERVICES	487.75
00406229	ZOETIS LLC	VETERINARY SUPPLIES	240.63
00406230	ZOETIS LLC	VACCINATIONS	279.32
00406275	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,580.75
00406287	HILLS PET NUTRITION	PET FOOD	523.91
00406294	KOEFRAN SERVICES INC	CREMATION SERVICES	2,348.00
216	Park-In-Lieu Fund		
Parks & Open Space			
00406271	DAVIDON HOMES	REFUND PARK-IN-LIEU FEES	16,500.00
219	Recreation Fund		
Non departmental			
00406104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	862.72
00406165	HAMNER, TIMOTHY	DEPOSIT REFUND	500.00
00406200	OAKLEY CONGREGATION	DEPOSIT REFUND	500.00
00406279	FREDRICKSON, JON	DEPOSIT REFUND	300.00
Nick Rodriguez Community Cent			
00406180	KIS	LABOR	5,890.65
00406206	PACIFIC GAS AND ELECTRIC CO	GAS	7,454.47
00406213	REAL PROTECTION INC	INSPECTION FEE	104.09
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	600.36
00406240	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	29.98
Senior Programs			
00406082	AAA FIRE PROTECTION SVCS	FIRE PROTECTION SERVICES	1,263.54
00406206	PACIFIC GAS AND ELECTRIC CO	GAS	4,969.64
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	412.23



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00406239	AT AND T MCI	PHONE	290.00
00406240	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	362.81
Recreation Sports Programs			
00406104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	985.86
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,419.64
00406210	PIONEER MANUFACTURING COMPANY	FIELD PAINT	655.25
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	665.44
00406239	AT AND T MCI	PHONES	27.11
00406272	DAVIS, WAYNE	OFFICIATING SERVICES	770.00
00406314	SANCRA	MEMBERSHIP DUES	50.00
00406319	STAR SPORTS	SOFTBALLS	648.47
00406327	VERIZON WIRELESS	DATA USAGE	79.06
Recreation-Comm Center			
00406104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,814.64
00406106	BAY AREA DRIVING SCHOOL INC	PROFESSIONAL SERVICES	648.00
00406107	BE EXCEPTIONAL	PROFESSIONAL SERVICES	4,708.80
00406116	CAL ACOUSTIC INTERIORS INC	CEILING IMPROVEMENTS	460.00
00406122	CLEAN VENT INC	CLEANING SERVICES	1,595.00
00406157	FOLGERGRAPHICS INC	PRINTING SERVICES	16,811.12
00406189	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	391.54
00406205	PACIFIC GAS AND ELECTRIC CO	GAS	10,263.36
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	413.05
00406238	AT AND T MCI	PHONES	69.12
00406239	AT AND T MCI	PHONES	28.18
00406245	BAY AREA DRIVING SCHOOL INC	PROFESSIONAL SERVICES	1,170.00
00406250	BLOOMIN BLINDS	BLINDS REPAIR	410.00
Recreation Water Park			
00406092	AMERICAN RED CROSS	LIFEGUARD CERTIFICATION FEE	368.00
00406104	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	472.55
00406113	BSN SPORTS LLC	UNIFORMS	338.03
00406203	ORIGINAL WATERMAN	UNIFORMS	3,100.34
00406206	PACIFIC GAS AND ELECTRIC CO	GAS	16,116.26
00406213	REAL PROTECTION INC	INSPECTION FEE	964.38
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,301.56
00406239	AT AND T MCI	PHONES	157.65
00406242	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	6,409.69
00406273	DIPPIN DOTS LLC	SUPPLIES	3,374.55
00406293	KNORR SYSTEMS INC	CHEMICALS	745.40
00406326	US FOODS INC	SUPPLIES	2,392.37
00945223	NATIONAL AQUATICS SERVICES INC	REPAIRS	347.58
222 Measure C/J Fund			
Streets			
00406322	TERRACARE ASSOCIATES	MEDIAN ENHANCEMENT	41,558.64
00945211	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	23,329.17
226 Solid Waste Reduction Fund			
Solid Waste Used Oil			
00406132	CONTRA COSTA COUNTY	ADVERTISING	2,000.00
Solid Waste			



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00406286	HAAS-WAJDOWICZ, JULIE A	TRAINING REIMBURSEMENT	65.70
00406291	KATHY KRAMER CONSULTING	SPONSORSHIP	1,000.00
251	Lone Tree SLLMD Fund		
<i>Lonetree Maintenance Zone 1</i>			
00406239	AT AND T MCI	PHONES	108.44
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,911.58
<i>Lonetree Maintenance Zone 2</i>			
00406239	AT AND T MCI	PHONES	186.42
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	10,681.11
<i>Lonetree Maintenance Zone 3</i>			
00406239	AT AND T MCI	PHONES	81.33
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,162.86
<i>Lonetree Maintenance Zone 4</i>			
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,421.21
252	Downtown SLLMD Fund		
<i>Downtown Maintenance</i>			
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,273.22
253	Almondridge SLLMD Fund		
<i>Almondridge Maintenance</i>			
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,363.29
254	Hillcrest SLLMD Fund		
<i>Hillcrest Maintenance Zone 1</i>			
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	54.10
00406239	AT AND T MCI	PHONES	54.22
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,056.90
<i>Hillcrest Maintenance Zone 2</i>			
00406239	AT AND T MCI	PHONES	189.77
00406247	BELLECCI AND ASSOCIATES INC	PROFESSIONAL SERVICES	1,653.50
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,005.46
<i>Hillcrest Maintenance Zone 4</i>			
00406239	AT AND T MCI	PHONES	160.99
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,666.35
255	Park 1A Maintenance District Fund		
<i>Park 1A Maintenance District</i>			
00406100	AT AND T MCI	PHONES	27.11
00406129	COMCAST	CONNECTION SERVICES	123.80
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	46.67
00406239	AT AND T MCI	PHONE	27.11
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,396.23
256	Citywide 2A Maintenance District Fund		
<i>Citywide 2A Maintenance Zone 3</i>			
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,466.85
<i>Citywide 2A Maintenance Zone 4</i>			
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	69.94
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,752.26
<i>Citywide 2A Maintenance Zone 5</i>			
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	221.16
00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,381.42



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Citywide 2A Maintenance Zone 6

00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,242.69
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Citywide 2A Maintenance Zone 8

00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,070.43
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Citywide 2A Maintenance Zone 9

00406239	AT AND T MCI	PHONES	108.44
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00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,381.46
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Citywide 2A Maintenance Zone10

00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	10.61
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00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,581.23
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257 SLLMD Administration Fund

SLLMD Administration

00406100	AT AND T MCI	PHONES	151.06
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00406226	VERIZON WIRELESS	DATA USAGE	152.04
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00406239	AT AND T MCI	PHONE	246.72
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259 East Lone Tree SLLMD Fund

Zone 1-District 10

00406322	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	3,357.92
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311 Capital Improvement Fund

Energy Efficiency

00406286	HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	28.56
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00406321	SUSTAINABLE CONTRA COSTA	ANNUAL SPONSORSHIP	3,750.00
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312 Prewett Family Park Fund

Parks & Open Space

00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,962.85
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570 Equipment Maintenance Fund

Non departmental

00406289	HUNT AND SONS INC	FUEL	17,365.96
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Equipment Maintenance

00406101	AUTOMOTIVE EQUIPMENT	AUTOMOTIVE REPAIR SERVICE	1,774.13
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00406120	CHUCKS BRAKE AND WHEEL SERVICE	AUTOMOTIVE REPAIR PARTS	2,486.02
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00406168	HOME DEPOT, THE	TOOLS & PARTS	221.75
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00406188	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	1,614.59
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00406202	OREILLY AUTO PARTS	AUTO PARTS	102.34
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00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	796.44
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00406226	VERIZON WIRELESS	DATA USAGE	76.02
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00406227	WALNUT CREEK FORD	AUTOMOTIVE REPAIR PARTS	1,436.34
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00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	52.77
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00406274	DMV	REGISTRATION RENEWAL	54.00
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00945199	BIG SKY ENVIRONMENTAL SOLUTIONS	TIRE DISPOSAL	226.75
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573 Information Services Fund

Non departmental

00406105	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	910.91
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Information Services

00406239	AT AND T MCI	PHONES	103.41
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Network Support & PCs

00406125	COMCAST	CONNECTION SERVICES	9,779.82
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00406126	COMCAST	CONNECTION SERVICES	2,703.99
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00406127	COMCAST	CONNECTION SERVICES	3,079.78
00406128	COMCAST	CONNECTION SERVICES	2,715.73
00406208	PAGEFREEZER SOFTWARE INC	WEBSITE DOMAIN COMPLIANCE	5,214.00
00406239	AT AND T MCI	PHONE	561.28
Telephone System			
00406099	AT AND T MCI	PHONES	2,330.60
00406100	AT AND T MCI	PHONES	1,710.63
00406239	AT AND T MCI	PHONES	2,710.77
00945215	ALTURA COMMUNICATION SOLUTIONS LLC	INSTALLATION LABOR	3,762.50
GIS Support Services			
00406226	VERIZON WIRELESS	DATA USAGE	76.08
577 Post Retirement Medical-Police Fund			
Non Departmental			
00406331	RETIREE	MEDICAL AFTER RETIREMENT	1,676.38
00406333	RETIREE	MEDICAL AFTER RETIREMENT	913.74
00406343	RETIREE	MEDICAL AFTER RETIREMENT	1,310.98
00406347	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00406350	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00406352	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00406353	RETIREE	MEDICAL AFTER RETIREMENT	156.11
00406354	RETIREE	MEDICAL AFTER RETIREMENT	1,585.11
00406356	RETIREE	MEDICAL AFTER RETIREMENT	1,585.11
00406357	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00406358	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00406361	RETIREE	MEDICAL AFTER RETIREMENT	49.30
00945198	RETIREE	MEDICAL AFTER RETIREMENT	1,662.00
00945226	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945227	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00945231	RETIREE	MEDICAL AFTER RETIREMENT	1,045.99
00945232	RETIREE	MEDICAL AFTER RETIREMENT	351.56
00945234	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945235	RETIREE	MEDICAL AFTER RETIREMENT	1,473.30
00945239	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945241	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945249	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945254	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945256	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00945258	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00945262	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00945275	RETIREE	MEDICAL AFTER RETIREMENT	1,563.12
00945276	RETIREE	MEDICAL AFTER RETIREMENT	1,827.48
00945281	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945282	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00945283	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945297	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945298	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00945299	RETIREE	MEDICAL AFTER RETIREMENT	222.52
00945300	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48



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00945310	RETIREE	MEDICAL AFTER RETIREMENT	1,563.12
00945311	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00945312	RETIREE	MEDICAL AFTER RETIREMENT	1,644.73
00945313	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945316	RETIREE	MEDICAL AFTER RETIREMENT	453.25
00945327	RETIREE	MEDICAL AFTER RETIREMENT	1,219.61
00945330	RETIREE	MEDICAL AFTER RETIREMENT	2,077.36
00945334	RETIREE	MEDICAL AFTER RETIREMENT	828.24
00945336	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00945337	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00945345	RETIREE	MEDICAL AFTER RETIREMENT	1,035.91
00945347	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945348	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00945350	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945352	RETIREE	MEDICAL AFTER RETIREMENT	1,219.61
00945356	RETIREE	MEDICAL AFTER RETIREMENT	305.87
00945365	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00945367	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945376	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945377	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945379	RETIREE	MEDICAL AFTER RETIREMENT	700.03
00945384	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945385	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945388	RETIREE	MEDICAL AFTER RETIREMENT	305.87
00945394	RETIREE	MEDICAL AFTER RETIREMENT	607.89
00945398	RETIREE	MEDICAL AFTER RETIREMENT	674.61
00945399	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00945402	RETIREE	MEDICAL AFTER RETIREMENT	762.74
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00406119	RETIREE	MEDICAL AFTER RETIREMENT	560.00
00406147	RETIREE	MEDICAL AFTER RETIREMENT	1,813.00
00406330	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00406334	RETIREE	MEDICAL AFTER RETIREMENT	140.00
00406337	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00406338	RETIREE	MEDICAL AFTER RETIREMENT	453.25
00406339	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00406340	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00406342	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00406344	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00406346	RETIREE	MEDICAL AFTER RETIREMENT	283.25
00406359	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00406360	RETIREE	MEDICAL AFTER RETIREMENT	182.85
00406363	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00945201	RETIREE	MEDICAL AFTER RETIREMENT	1,215.07
00945228	RETIREE	MEDICAL AFTER RETIREMENT	890.87
00945230	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945233	RETIREE	MEDICAL AFTER RETIREMENT	558.38



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00945238	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945244	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945247	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945248	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945250	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945251	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945252	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945255	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945260	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00945263	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945267	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945268	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945271	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945274	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945278	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945279	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945280	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945287	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00945288	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945289	RETIREE	MEDICAL AFTER RETIREMENT	220.00
00945290	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945295	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945296	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945304	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945305	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945309	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945315	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945320	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945321	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945322	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945324	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945325	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945331	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945333	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945339	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945343	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00945344	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945349	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945353	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945355	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945359	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945364	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945366	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945371	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945382	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945387	RETIREE	MEDICAL AFTER RETIREMENT	140.36
00945390	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945397	RETIREE	MEDICAL AFTER RETIREMENT	322.38



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00945400	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945401	RETIREE	MEDICAL AFTER RETIREMENT	558.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00406332	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00406335	RETIREE	MEDICAL AFTER RETIREMENT	1,370.61
00406336	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00406341	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00406345	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00406348	RETIREE	MEDICAL AFTER RETIREMENT	278.48
00406349	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00406351	RETIREE	MEDICAL AFTER RETIREMENT	82.77
00406355	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00406362	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00406364	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945229	RETIREE	MEDICAL AFTER RETIREMENT	322.28
00945236	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945237	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945240	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945242	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00945243	RETIREE	MEDICAL AFTER RETIREMENT	123.03
00945245	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00945246	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00945253	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945257	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945259	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00945261	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00945264	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00945265	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00945266	RETIREE	MEDICAL AFTER RETIREMENT	206.70
00945269	RETIREE	MEDICAL AFTER RETIREMENT	393.75
00945270	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945272	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00945273	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945277	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00945284	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945285	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945286	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945291	RETIREE	MEDICAL AFTER RETIREMENT	452.00
00945292	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945293	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945294	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00945301	RETIREE	MEDICAL AFTER RETIREMENT	439.12
00945302	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00945303	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945306	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945307	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00945308	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72



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00945314	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00945317	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945318	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945319	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945323	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00945326	RETIREE	MEDICAL AFTER RETIREMENT	1,500.22
00945328	RETIREE	MEDICAL AFTER RETIREMENT	534.31
00945329	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945332	RETIREE	MEDICAL AFTER RETIREMENT	1,493.73
00945335	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00945338	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00945340	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945341	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945342	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945346	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945351	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00945354	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945357	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945358	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945360	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945361	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00945362	RETIREE	MEDICAL AFTER RETIREMENT	682.90
00945363	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945368	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945369	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945370	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945372	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00945373	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00945374	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945375	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945378	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00945380	RETIREE	MEDICAL AFTER RETIREMENT	516.88
00945381	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945383	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945386	RETIREE	MEDICAL AFTER RETIREMENT	220.00
00945389	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945391	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945392	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945393	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00945395	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945396	RETIREE	MEDICAL AFTER RETIREMENT	1,748.00
611	Water Fund		
Non departmental			
00406089	ALL PRO PRINTING SOLUTIONS	OFFICE SUPPLIES	1,573.51
00406109	BISHOP CO	TOOLS	365.64
00406252	BRADY INDUSTRIES	FUEL	2,070.96
00406305	OFFICE DEPOT INC	OFFICE SUPPLIES	1,978.93
00945204	GRAINGER INC	SAFETY MATERIALS	636.36



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Water Supervision

00406226	VERIZON WIRELESS	DATA USAGE	499.12
00406327	VERIZON WIRELESS	DATA USAGE	197.66
00945202	COMPUTERLAND	COMPUTER	1,485.65

Water Production

00406095	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL SERVICES	425.00
00406097	ARAMARK UNIFORM SERVICES	SUPPLIES	103.88
00406121	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	1,349.52
00406137	CONTRA COSTA WATER DISTRICT	TREATED WATER	578,389.40
00406145	DEPARTMENT OF WATER RESOURCES	DAM FEE	10,418.00
00406153	ENVIRONMENTAL RESOURCE ASSOCIATES	POTABLE WATER	919.29
00406162	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,009.35
00406163	GUERRA BROS PLUMBING INC	CLEANING SERVICE	29,270.00
00406178	JOHNSTON, COREY J	EXPENSE REIMBURSEMENT	319.53
00406179	KARL NEEDHAM ENTERPRISES INC	SLUDGE DISPOSAL	39,789.32
00406205	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	66.00
00406206	PACIFIC GAS AND ELECTRIC CO	GAS	154,176.60
00406216	RESA SERVICE LLC	PROFESSIONAL SERVICES	925.00
00406225	US BANK	COPIER	303.64
00406226	VERIZON WIRELESS	DATA USAGE	219.60
00406237	ARAMARK UNIFORM SERVICES	SUPPLIES	195.87
00406238	AT AND T MCI	PHONES	138.75
00406239	AT AND T MCI	PHONES	1,725.28
00406259	CLEAN HARBORS ENVIRONMENT SERVICES	WASTE DISPOSAL SERVICE	6,236.01
00406269	CRYSTAL CLEAR LOGOS INC	UNIFORMS	574.65
00406288	HONEYWELL INTERNATIONAL INC	LEAK REPAIR	1,502.16
00406290	KAGIN, IVONA	EXPENSE REIMBURSEMENT	49.13
00406312	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	320.00
00406320	STEWARTS TREE SERVICE INC	TREE SERVICE	1,250.00
00406325	UNIVAR SOLUTIONS USA INC	CHEMICALS	31,945.45
00406327	VERIZON WIRELESS	DATA USAGE	145.28
00945212	VINCENT ELECTRIC MOTOR CO	REPAIR PARTS	4,778.50
00945218	CHEMTRADE CHEMICALS US LLC	CHEMICALS	30,006.52
00945221	GRAINGER INC	PARTS	1,651.56

Water Distribution

00406083	ACCONTEMPS	TEMP HELP	1,191.94
00406139	CRESCO EQUIPMENT RENTALS & AFFILIATES	EQUIPMENT RENTAL	4,019.69
00406159	G AND S PAVING	ASPHALT REPAIR SERVICE	4,244.68
00406161	GRANITE CONSTRUCTION CO	ASPHALT	2,015.61
00406168	HOME DEPOT, THE	ELECTRICAL SUPPLIES	156.88
00406175	ISINGS CULLIGAN	WATER SERVICE	35.67
00406199	NORTHERN CA BACKFLOW PREVENTION	BACKFLOW TRAINING	2,560.00
00406204	PACIFIC CREDIT SERVICES	COLLECTION FEES	92.11
00406226	VERIZON WIRELESS	DATA USAGE	2,739.98
00406232	ACCONTEMPS	TEMP HELP	312.64
00406236	ANTIOCH ACE HARDWARE	TOOLS	202.60
00406239	AT AND T MCI	PHONES	27.11
00406241	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,762.83



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00406254	C AND J FAVALORA TRUCKING INC	RECYLCING SERVICES	45,829.37
00406281	GRANITE CONSTRUCTION CO	ASPHALT	4,191.60
00406307	PACE SUPPLY CORP	SUPPLIES	34,894.66
00406308	PARCEL QUEST	ANNUAL ACCOUNT RENEWAL	19,800.00
00406327	VERIZON WIRELESS	DATA USAGE	3,980.27
00945197	BADGER METER INC	WATER METERS	27,991.65
00945203	DELL COMPUTER CORP	COMPUTER PARTS	20,506.98
00945204	GRAINGER INC	SUPPLIES	17.32
00945206	INFOSEND INC	PRINT AND MAIL SERVICES	1,847.50
00945221	GRAINGER INC	SUPPLIES	28.91
00945222	INFOSEND INC	PRINT AND MAIL SERVICES	1,616.82
Public Buildings & Facilities			
00406112	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	1,936.75
00406142	CSI METRICS LLC	PROGRAMMING SERVICES	10,018.80
00406166	HB CONSULTING GROUP INC	CONSULTANT SERVICES	10,735.00
00406329	WR FORDE ASSOCIATES INC	PROGRESS PAYMENT	312,525.00
00945217	CAROLLO ENGINEERS INC	ENGINEERING SERVICES	100,408.00
00945225	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	2,842,652.92
621	Sewer Fund		
Swr-Wastewater Administration			
00406083	ACCONTEMP	WATER TEMP HELP	1,191.94
00406139	CRESCO EQUIPMENT RENTALS & AFFILIATES	EQUIPMENT RENTAL	4,019.69
00406159	G AND S PAVING	ASPHALT REPAIR SERVICE	4,244.68
00406161	GRANITE CONSTRUCTION CO	ASPHALT	2,015.61
00406172	INFRASTRUCTURE TECHNOLOGIES LLC	SOFTWARE SUBSCRIPTION	11,450.00
00406175	ISINGS CULLIGAN	WATER SERVICE	35.68
00406176	JACK DOHENY COMPANY	CAMERA REPAIR	2,767.19
00406201	OFFICE DEPOT INC	OFFICE SUPPLIES	242.08
00406206	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	948.91
00406226	VERIZON WIRELESS	DATA USAGE	2,396.37
00406232	ACCONTEMP	TEMP HELP	312.64
00406235	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	329.86
00406239	AT AND T MCI	PHONES	55.29
00406241	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,674.72
00406249	BISHOP CO	GLOVES	1,136.31
00406254	C AND J FAVALORA TRUCKING INC	RECYLCING SERVICES	45,829.38
00406281	GRANITE CONSTRUCTION CO	ASPHALT	4,191.61
00406304	NEXTEL SPRINT	CELL PHONE SERVICE	18.30
00406308	PARCEL QUEST	ANNUAL ACCOUNT RENEWAL	3,300.00
00406327	VERIZON WIRELESS	DATA USAGE	1,850.32
00945206	INFOSEND INC	PRINT AND MAIL SERVICES	1,847.52
00945219	DELL COMPUTER CORP	COMPUTER PARTS	45,115.35
00945222	INFOSEND INC	PRINT AND MAIL SERVICES	1,616.83
00945224	SCOTTO, CHARLES W AND DONNA F	RENT	5,000.00
631	Marina Fund		
Non departmental			
00406221	STATE BOARD OF EQUALIZATION	SALES TAX REMIT	94.00
Marina Administration			



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00406130	COMCAST	CONNECTION SERVICES	420.45
00406138	COUNTY LOCK	LOCK REPAIR	767.39
00406206	PACIFIC GAS AND ELECTRIC CO	GAS	6,003.94
00406213	REAL PROTECTION INC	INSPECTION FEE	72.18
00406214	REINHOLDT ENGINEERING CONSTR	SENSOR REPLACEMENT	921.31
00406226	VERIZON WIRELESS	DATA USAGE	76.02
00945199	BIG SKY ENVIRONMENTAL SOLUTIONS	WASTE OIL DISPOSAL	220.00
00945204	GRAINGER INC	FLAGS	406.44



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227	Housing Fund		
<i>Housing</i>			
00406164	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	85,372.13
00406246	BAY AREA LEGAL AID	CDBG SERVICES	8,760.12
00406263	CONTRA COSTA CRISIS CENTER	CDBG SERVICES	2,499.88
00406265	CONTRA COSTA HEALTH SERVICES	CDBG SERVICES	6,829.94
00406276	ECHO HOUSING	CDBG SERVICES	5,752.52
00406298	LOAVES AND FISHES OF CONTRA COSTA	CDBG SERVICES	2,888.75
00406318	STAND FOR FAMILIES FREE OF VIOLENCE	CDBG SERVICES	2,455.56
00406328	WINTER NIGHTS FAMILY SHELTER INC	CDBG SERVICES	5,974.02



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 9, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Acting City Manager 

SUBJECT: Proposed Ordinance Amending Section 6-8.14 of the Antioch Municipal Code Regarding Restrictions on the Sale of Tobacco Products – Second Reading

RECOMMENDED ACTION

It is recommended that the City Council adopt the ordinance amending Section 6-8.14 of the Antioch Municipal Code Regarding Restrictions on the Sale of Tobacco Products.

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 April 25, 2023 City Council meeting. This second reading will finalize the adoption of the ordinance. The ordinance will take effect 30 days after its final passage (Gov't Code § 36937).

ATTACHMENT

A. Ordinance to the City Council

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTION 6-8.14 OF THE ANTIOCH MUNICIPAL CODE REGARDING
RESTRICTIONS ON THE SALE OF TOBACCO PRODUCTS**

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

SECTION 1. AMENDMENT. Section 6-8.14 of the Antioch Municipal Code is amended as follows (additions in underline italics; deletions in double strikethrough):

§ 6-8.14 RESTRICTIONS ON TOBACCO RETAILERS

A. No tobacco retailer shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any tobacco or tobacco product *that contains a constituent or additive, other than tobacco, that imparts* ~~with~~ a characterizing flavor.

B. No tobacco retailer shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any electronic cigarette or e-cigarette for use with tobacco or tobacco products.

~~C. No tobacco retailer shall sell, offer for sale, possess with the intent to sell, offer in exchange for any form of consideration, or provide at no cost any of the following:~~

~~(1) Any package of fewer than twenty little cigars~~

~~(2) Any package of fewer than six cigars~~

~~(3) Any package of cigarettes, little cigars, or cigars at a price that is less than ten dollars per package, including applicable fees and taxes.~~

SECTION 2. SEVERABILITY. If any provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall remain in full force and effect.

SECTION 3. PUBLICATION. 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 at a regular meeting of the City Council of the City of Antioch on the 25th day of April, 2023, and adopted at a regular meeting thereof on the 9th day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LAMAR A. THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 9, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bryan Pitts, Streets Maintenance Supervisor

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Acceptance of Bid and Award of Contract to E.E. Gilbert Construction, Inc. for the Asphalt Overlay of Deerfield Corridor, Canada Valley, and Silverado Trails, Bid No. 988-0413-23A

RECOMMENDED ACTION

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

1. Award the agreement to the lowest, responsive, and responsible bidder, E.E. Gilbert Construction, Inc.;
2. Approve the agreement with E.E. Gilbert Construction Inc. in the amount of \$163,922.50 in substantially the form included in Exhibit A to the Resolution; and
3. Authorize the Acting City Manager to execute an agreement with E.E. Gilbert Construction, Inc. of Martinez CA, for the Asphalt Overlay of Deerfield Corridor, Canada Valley, and Silverado Trails in a form approved by the City Attorney for a total amount of \$163.922.50.

FISCAL IMPACT

Funding for the Asphalt Overlay of Deerfield Corridor, Canada Valley, and Silverado Trails is included in the Fiscal Year 2022/23 Capital Improvements Trail Maintenance Program.

DISCUSSION

Public Works published Asphalt Overlay of Deerfield Corridor, Canada Valley, and Silverado Trails, Bid No. 988-0413-23A, on March 23, 2023; the Request for Bid ("RFB") solicitation closed on April 13, 2023. Bids were solicited and four (4) complete and qualified RFB responses were received as shown on the attached tabulation.

The project will include a 1.5" asphalt overlay on the pathway and side trails at Deerfield Corridor, Canada Valley, and Silverado Trails and any and all work needed to prepare existing asphalt pathway and trails for overlay, such as cleaning trails and pathways and applying tack coat.

ATTACHMENTS

- A. Resolution
 - i. Exhibit A- Draft Maintenance Services Agreement
- B. Bid Tabulation
- C. Location Maps

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE TRAIL ASPHALT OVERLAY PROJECT AND EXECUTION OF AN
AGREEMENT WITH E.E. GILBERT CONSTRUCTION, INC.**

WHEREAS, Public Works published Asphalt Overlay of Deerfield Corridor, Canada Valley, and Silverado Trails, Bid No. 988-0413-23A, on March 23, 2023; the RFB solicitation closed on April 13, 2023;

WHEREAS, on April 13, 2023 four (4) complete and qualified RFB responses were received; and

WHEREAS, E.E. Gilbert Construction, Inc. submitted the lowest, responsive, and responsible bid in the amount of \$163,922.50 to complete this project.

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

1. Awards the agreement to the lowest, responsive, and responsible bidder, E.E. Gilbert Construction, Inc.;
2. Approves the agreement with E.E. Gilbert Construction Inc. in the amount of \$163,922.50 in substantially the form attached as Exhibit A; and
3. Authorizes the Acting City Manager to execute an agreement with E.E. Gilbert Construction, Inc. of Martinez CA, for the Asphalt Overlay of Deerfield Corridor, Canada Valley, and Silverado Trails in a form approved by the City Attorney for a total amount of \$163.922.50.

* * * * *

RESOLUTION NO. 2023/**

May 9, 2023

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of May 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Exhibit "A"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] ("Effective Date") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("City") and E.E. Gilbert Construction, Inc. with its principal place of business at 155 Howe Road, Martinez, CA 94553 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the Asphalt Overlay Deerfield Corridor, Canada Valley, and Silverado Trails project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 The term of this Agreement shall be from June 1, 2023 to June 30, 2023, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and

not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- 3.2.4 City's Representative. The City hereby designates Carlos Zepeda, Deputy Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.5 Contractor's Representative. Contractor hereby designates Stephen George, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this

Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

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

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

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

3.2.10.1.

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

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.2.10.7 Water Quality.

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

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

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

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

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

3.2.13 Bonds.

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

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

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

time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Sixty-Three Thousand Nine Hundred and Twenty-Two Dollars and Fifty Cents (\$163,922.50) without written approval of City's Finance Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 California Labor Code Requirements

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

Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

3.4 Termination of Agreement.

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

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

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

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

3.5 General Provisions.

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

Contractor:

E.E. Gilbert Construction, Inc.
155 Howe Road
Martinez, CA 94553

City:

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

City:

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

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

3.5.2 Indemnification.

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

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

- 3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.
- 3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.
- 3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- 3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement,

no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

3.5.19 Wage Theft Prevention.

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

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

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

calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

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

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

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

CITY OF ANTIOCH

Approved By:

Forrest Ebbs
Acting City Manager

ATTEST:

Elizabeth Householder
City Clerk

E.E. Gilbert Construction, Inc.

Signature

Name

Title

Approved As To Form:

Thomas Lloyd Smith
City Attorney

II. SPECIFICATIONS

Work includes a 1.5" asphalt overlay of the pathway and side trails at Deerfield Corridor, Canada Valley, and Silverado Drive Trails as delineated in attachment "A" and includes any and all work needed to prepare the existing asphalt pathway and trails for overlay such as cleaning trails pathway and applying tack coat.

Estimated asphalt concrete tonnage to complete this job is 896 tons.

Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the Contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Public Works Director or designee/s.

Contractor Will Provide

A safe and motivated crew capable of performing all work per specifications. After approval to start work the contractor is to supply the City representative with a work schedule that must include starting times, dates and locations. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. At least one crew member must speak English. All labor, equipment and materials are required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all Cal-Trans specified traffic control standards. All work must be in accordance with all state and local laws, codes and specifications. Workers to wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicles numbers.

Equipment & Supplies

Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment is to be of top quality and in good working order at all times. If the City or its designee requests replacement equipment due to poor quality or performance the contractor will replace the equipment at his/her own expense as soon as possible.

Hours of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Fridays or Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

Payments & Invoicing

Invoices may be issued after work is completed and must list the City issued purchase order number and work order number of the corresponding job. All information is to be provided in email format and hard copy if directed so.

No payment will be made without any deficiencies noted and corrected. All information is to be provided in email format and hard copy if directed so.

Contract Length & Effective Dates

This contract will be effective May 15th to June 30th. All work must be completed no later than June 30, 2023. Liquidated damages will be applied if asphalt concrete project is not completed by the date above, according to the terms specified in section 20 of the General Conditions section of this bid package.

Bonds

The following bonds will be required for this project, see Attachment "C":

- Payment Bond
- Performance Bond

Scope of Work

The price quoted shall include compliance with all specifications listed above, as well as the following specifications/construction details: Work includes a 1.5" asphalt overlay of the pathway and side trails at Deerfield Corridor, Canada Valley, and Silverado Drive Trails as delineated in attachment "A" and includes any and all work needed to prepare the existing asphalt pathway and trails for overlay such as cleaning

trails pathway and applying tack coat. Estimated asphalt concrete tonnage to complete this job is 896 tons. However, it is the Contractor's responsibility to measure the proposed work area to bid the job accordingly to the specifications contained in this bid package to ensure that all path-ways and trails described in Exhibit A receive a 1.5" A.C. overlay. Please see Attachment "A" for maps.

CONSTRUCTION DETAILS

SECTION C-1: GENERAL

A. GENERAL

All asphalt concrete used for this project shall be Type "A" conforming to the provisions of Section 39 "Asphalt Concrete" with a maximum 15% Reclaimed Asphalt Pavement "RAP" of the Caltrans Standard Specifications 2018 and these technical specifications.

B. MATERIALS

1. Asphalt Binder. Bituminous binder shall be steam refined paving asphalt PG 64-10 conforming to the provisions in Section 92 "Asphalt Binders" of the Caltrans Standard Specifications and these Technical Specifications.
2. Aggregates: Asphalt shall be produced at a central mixing plant. Asphalt concrete shall be Type A (1/2" Max., Medium) for the asphalt overlay and shall conform to the provisions in Section 39-2.02B (4) "Aggregates" of the Caltrans Standard Specifications and these technical specifications.
3. Tack Coat: Tack coat shall be asphalt emulsion grade SS-1 furnished and applied in conformance with the provisions in Section 39-2.01 C (3)(f) "Tack Coat" and section 94 "Asphaltic Emulsions" of the Caltrans Standard Specifications and these technical specifications. Tack coat shall be applied to existing pathway and trails that will come in contact with new asphalt concrete.
4. The Contractor shall submit the asphalt concrete mix design at least 10 working days in advance of manufacturing to allow for City review and approval. The City Engineer may direct the amount of asphalt binder to be mixed with the aggregate.
5. Batch data and load slips shall be presented to the City Engineer or his designee as asphalt is delivered to the project site to allow verification of location and use. Failure to do so may result in non-payment for questionable quantities.

SECTION C-2: SPREADING AND COMPACTING

A. WEATHER

The Contractor shall not perform paving operations when the weather is rainy or foggy or when atmospheric temperature is below 50 degrees Fahrenheit. Determination of inclement weather shall be made by the City Engineer or his designee. If the day's operations are canceled because of fog or rain, a non-working day will be allowed only as specified under section 1-1.07, "Definitions," of Caltrans Standard Specifications.

Contractor shall receive the approval of the City Engineer before placing any asphalt concrete on the pathway or trails. Asphalt concrete shall not be placed on any surface which is not clean, or contains ponded water or excessive moisture nor in any unapproved location, as determined by the City Engineer or his designee.

If paving operations are in progress and rain or fog forces a shutdown, loaded trucks shall return to the plant and no compensation will be allowed. The Contractor shall furnish and use canvas tarpaulins to cover all loads of asphalt concrete from the time that the mixture is loaded until it is discharged from the delivery vehicle, unless otherwise directed in writing by the City Engineer or his designee.

B. TACK COAT PLACEMENT

No traffic shall be allowed on the asphalt emulsion with the exception of vehicles unloading asphalt concrete. All vehicles involved with the Contractor's operations shall turn around within the road right-of-way. Driveways and other private property shall not be used without prior written consent of the involved property owner, a dated copy of which shall be delivered to the City Engineer prior to the use thereof.

Any area to which tack coat has been applied shall be closed to pedestrian traffic. Care shall be taken to avoid tracking any binder material onto existing pathways or sidewalks beyond the limits of construction. The surface shall be free of water, foreign material, and dust when tack coat is applied. Contractor shall clean at his own expense any tracking outside of the construction area to the satisfaction of the City.

C. SPREADING EQUIPMENT

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a pathway or trail lane unless otherwise approved by the Engineer. Screed action shall include cutting, crowding or other practical action that is effective on the hot mix asphalt mixture without tearing, shoving or gouging and that produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The screed shall be provided with a suitable full width compacting device.

Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or marks are eliminated by rolling or prevented by adjustment in the operation. When end dump haul vehicles are used, the asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded. The load of the haul vehicle shall be limited to that which will insure satisfactory spreading. When being unloaded, the haul vehicle shall be in contact with the machine and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

No portion of the mass of hauling or loading equipment, other than the connection, shall be supported by the asphalt paver. No vibrations or other motions of the loader that could have a detrimental effect on the riding quality of the completed pavement shall be transmitted to the paver.

The City will provide any patch work or conforms necessary for Contractor's asphalt overlay on the pathway and trails 48 hours in advance of the Contractor's start date.

Asphalt concrete placed adjacent to any fall-away gutter shall be placed flush with the lip of gutter. Asphalt concrete placed adjacent to any gutter designed to carry water shall be 0 inches to 0.25 inch above the gutter lip after final compaction, but in no case shall it be more than 0.25 inch. Any areas greater than 0.25 inch shall be repaired by wedge grinding a minimum depth of 1 inch and repaving as directed by the City Engineer. Asphalt concrete placed adjacent to any gutter designed to shed water shall be flush with the gutter lip after final compaction.

D. COMPACTION

HMA shall be placed in lifts conforming to Section 39-2.02C of the State Specifications. The HMA shall be placed and compacted to ninety-two to ninety-seven percent (92% to 97%) of theoretical maximum density and shall meet the elevation of the existing pavement contour. Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, vibra-plate type, capable of attaining the same compaction as the rolled areas.

E. QUALITY

The finished pavement surface shall be smooth and free of cracks, shoving, displacement, and segregation of coarse and fine materials. Paving shall be to a clean neat joint with existing grade. Paving with evidence of poor workmanship such as rock pockets, ripples, voids, segregation, or out of tolerance as determined by the Engineer or defined by these Special Provisions, shall be removed and replaced at Contractor's expense.

SECTION C-3: MEASUREMENT AND PAYMENT

Payment for "Asphalt Concrete Overlay" shall be at the contract square foot unit price lump sum listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in asphalt concrete pavement, and conforming to the requirements of this section, and all work as may be required by the Contract Documents, as directed by the City Engineer. No payment shall be made for any unused asphalt. It is the Contractor's responsibility to submit all asphalt concrete weight tags to the City Engineer or his designee at the job site on all pave days.

No Payment will be made until any and all deficiencies due to poor workmanship or failure to follow the specifications contained in this bid package are fixed to the City's satisfaction.

SECTION C-4: WATER POLLUTION CONTROL

Contractor shall comply with California's General Permit for Storm-water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the State Water Resources Control Board (State Water Board), the Contractor shall be responsible for preparing, submitting and implementing a Water Pollution Control Plan (WPCP)-Best Management Practices. This project may have little if any requirement. Contractor shall provide the City a copy of plan for review and approval prior to the start of work. City may provide additional comments to ensure compliance with SWRCB requirements.

Full compensation for water pollution control, including all permit fees, labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing, implementing, inspecting, maintaining, removing, and disposing all aspects of the Water Pollution Control Plan complete and in place and all the work involved in complying with Construction General Permit, the Standard Specifications, the Special Provisions and as directed by the Engineer shall be considered as included in the contract lumpsum price quoted in the bid submittal worksheet for asphalt concrete paving and no additional compensation will be allowed therefore.

EXHIBIT "B"
SCHEDULE OF SERVICES

Please see Exhibit "A"

EXHIBIT "C"
COMPENSATION

OFFICIAL BID SUBMITTAL

PAGE 1 OF 3

INITIAL HERE SG

III. BID SUBMITTAL WORK SHEET - BID NO. 988-0413-23A

Your Company Name: E. E. Gilbert Construction, Inc.

Contact Name: Andres Melgoza & Stephen George

Contact Phone: 925/228-0317

Contact Email: andres@eegilbert.com / steve@eegilbert.com

This quote shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in asphalt concrete overlay, and conforming to the Specifications of this bid package and as outlined in the Scope of Work section and Exhibit A. The extended cost bid price per ton of ½" hot-mix asphalt shall be considered full compensation. The square footage estimated by the City is 95,545 sq ft, however, **the contractor is responsible for measurements in the field and for providing a total asphalt concrete tonnage estimate when bidding this job.** Bid price must include a 1.5" A.C overlay for all areas described in exhibit A. The extended lump sum cost will be the **final price paid.**

DESCRIPTION: 1 ½ INCH ASPHALT OVERLAY WITH ½ INCH HOT-MIX ASPHALT.

$$\begin{array}{rcl} \underline{96,425} & \text{SQ FT} & \times \underline{\$1.70} & = & \underline{\$163,922.50} \\ \text{Contractor Estimated} & & \text{Unit Price} & & \text{EXTENDED LUMP} \\ \text{Square Footage} & & \text{\$/sq ft} & & \text{SUM COST} \end{array}$$

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

___ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring

expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☐ Bid Bond
☒ Performance Bond
☒ Payment Bond

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

Other Insurance Provisions:

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

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

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

☐ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

☐ **Waiver of Subrogation:**

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

Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ATTACHMENT "B"

Bid Tabulation Asphalt Overlay Mesa Ridge and Deerfield Corridor Trails Bid No. 988-0413-23A

E. E. Gilbert Construction, Inc.	GradeTech, Inc.	Luma Builders	Saboo Inc.
96,425.00 Contractor Estimated Square Footage	95,545.00 Contractor Estimated Square Footage	95,545.00 Contractor Estimated Square Footage	95,545.00 Contractor Estimated Square Footage
\$ 1.70 Unit Price \$/sq ft	\$ 2.42 Unit Price \$/sq ft	\$ 2.58 Unit Price \$/sq ft	\$ 10.10 Unit Price \$/sq ft
\$ 163,922.50	\$ 231,218.90	\$ 246,443.84	\$ 965,005.00
Extended Cost	Extended Cost	Extended Cost	Extended Cost

No Bid:

AJW Construction
 APCO Paving Co.
 American Asphalt Northern California
 California Pavement Maintenance
 G&S Paving, Inc.
 Granite Construction Incorporated
 MCE Corporation
 MCK Services, Inc.
 Pacific Coast Ageneral Engineering, Inc.
 Redgwick Construction
 Teichert Construction
 O.C. Jones & Sons
 JV Lucas Paving, Inc.

Attachment "C"

Canada Valley Trail

20,333 sq. ft.

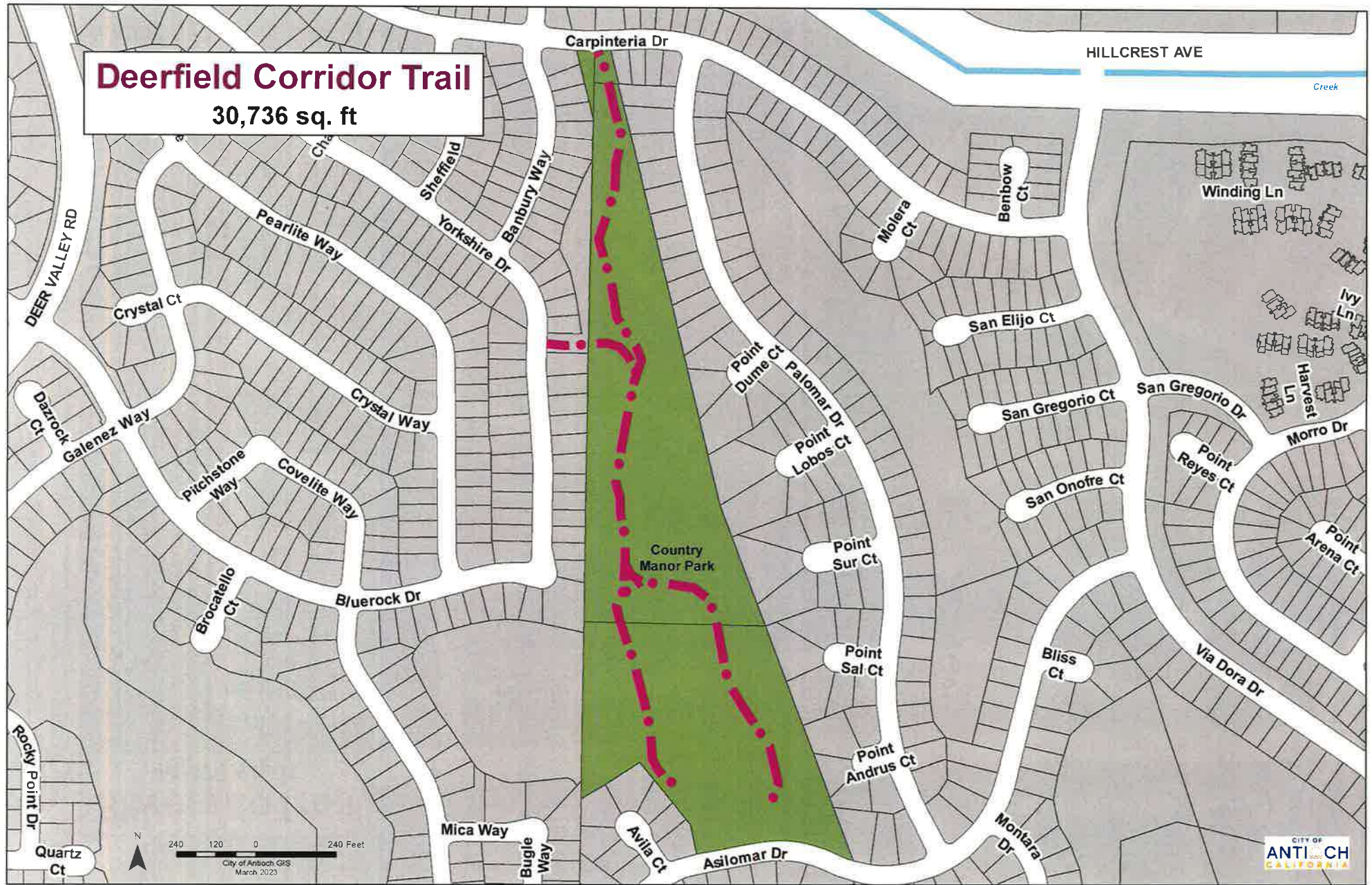


City of Antioch GIS
March 2023

ANTIOCH
CALIFORNIA

Deerfield Corridor Trail

30,736 sq. ft



44,476 sq. ft

44,476 sq. ft

JAMES DONLON BLVD

Mira Vista
Hills Park



City of Ansoch GIS
March 2023




CITY OF
ANTIOCH
CALIFORNIA

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 9, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Resolution Approving the First Amendment to the Consulting Services Agreement with Interwest Consulting Group, Inc. for Development and Traffic Engineering Services

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving the first amendment with Interwest Consulting Group, Inc. to continue providing development and traffic engineering services (Exhibit "1" to the Resolution (Attachment "A"));
2. Authorizing the Finance Director to make the necessary adjustments to the fiscal year 2022/23 budget; and
3. Authorizing the Acting City Manager to execute the first amendment to the Agreement with Interwest Consulting Group, Inc.

FISCAL IMPACT

Adoption of this resolution will allocate \$618,540 for development and traffic engineering services for fiscal year 2022/23; \$1,310,000 for fiscal year 2023/24; \$1,355,000 for fiscal year 2024/25 and \$1,405,000 for fiscal year 2025/26. Funding for this work will be provided from various funding sources corresponding to the projects that engineering services are performing and will be included in the draft 2023-25 budget currently under review. Approximately 90% of this cost should be reimbursed by project applicants.

DISCUSSION

On November 24, 2020, the City Council approved an agreement with Interwest Consulting Group, Inc. for professional engineering services within the land development and traffic engineering division of the Public Works Department with an expiration date of November 24, 2023, with the option to extend two, one-year terms.

The original agreement augmented staff vacancies and enabled the Public Works Department to consolidate other contracted professional engineering services within the land development and traffic engineering divisions. Since the vacancies have yet to be filled, the engineering department would like to extend the contract for three additional years.

ATTACHMENTS

- A. Resolution
- B. Original Agreement with Interwest Consulting Group, Inc.

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES
AGREEMENT WITH INTERWEST CONSULTING GROUP, INC. AND AUTHORIZING
THE FINANCE DIRECTOR TO MAKE ANY NECESSARY CHANGES TO THE
FISCAL YEAR 2022/23 BUDGET FOR DEVELOPMENT AND TRAFFIC
ENGINEERING SERVICES**

WHEREAS, on October 6, 2020, staff initiated a request for qualifications and contacted nine engineering consulting firms to provide professional engineering services, including plan check and related surveying services by a licensed land surveyor, within the land development and traffic engineering divisions of the City;

WHEREAS, on October 22, 2020, statements of qualifications were received from DK Engineering of Walnut Creek, Interwest Consulting Group, Inc. of Elk Grove, TJKM Transportation Consultants of Pleasanton and Willdan Engineering of Elk Grove;

WHEREAS, based on the qualifications submitted, Interwest Consulting Group, Inc. was determined to be most qualified to provide the services required by the City;

WHEREAS, on November 24, 2020, the City Council approved an agreement with Interwest Consulting Group, Inc. for professional engineering services within the land development and traffic engineering division of the Public Works Department with an expiration date of November 24, 2023, with the option to extend two, one-year terms; and

WHEREAS, on May 9, 2023, the City Council has considered approving the first amendment to Interwest Consulting Group, Inc. to continue to provide development and traffic engineering services.

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

1. Approves the first amendment with Interwest Consulting Group, Inc. to continue to provide development and traffic engineering services in substantially the form attached as Exhibit "1";
2. Authorizes the Finance Director to make the necessary adjustments to the fiscal year 2022/23 budget; and
3. Authorizes the Acting City Manager to execute the first amendment to the Agreement with Interwest Consulting Group, Inc. in a form approved by the City Attorney.

AI

RESOLUTION NO. 2023/**

May 9, 2023

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 9th day of May 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

EXHIBIT "1"

AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF ANTIOCH AND INTERWEST CONSULTING GROUP, INC.

THIS FIRSTAMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES is entered into this 9th day of May 2023, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and INTERWEST CONSULTING GROUP, INC., their address is 9300 W. Stockton Blvd., Suite 105, Elk Grove, CA 95758 ("**Consultant**").

RECITALS

WHEREAS, on November 24, 2020, City and Interwest Consulting Group, Inc., entered into an Agreement for Professional Consultant Services for Development and Engineering Services ("**Agreement**") in the amount of \$641,460.00 for year 3; and

WHEREAS, on May 9, 2023 the City Council has considered the first amendment to the Agreement with Interwest Consulting Group, for Development and Traffic Engineering Services in the amount of \$1,260,000 through November 24, 2023; \$1,310,000 to extend services for one additional year, \$1,355,000 to extend services for a second additional year and \$1,405,000 to extend services for a third additional year.

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, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

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

"The term of this Agreement shall begin on the date first noted above and shall end on **November 24, 2026**, and Consultant shall complete the work described in Exhibit A to the Agreement and Exhibit A to Amendment No. 1, 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."

A3

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 One million two hundred sixty thousand dollars (\$1,260,000) through November 24, 2023, One million three hundred ten thousand dollars (\$1,310,000) to extend services for one additional year, One million three hundred fifty-five thousand dollars (\$1,355,000) to extend services for a second additional year and, and One million four hundred five thousand dollars (\$1,405,000) to extend services for a third additional year, 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:

INTERWEST CONSULTING GROUP, INC.

By: _____
Forest Ebbs, Acting City Manager

By: _____
Terry Rodriguez, President

ATTEST:

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney

EXHIBIT "A"

SCOPE OF WORK

Approach

DEVELOPMENT ENGINEERING & LAND SURVEYOR MAP CHECKING SERVICES

PROPOSED METHOD

Interwest will provide on-site and off-site staff coverage through a combination of personnel as requested by City. Additional staffing will be provided on an as-needed basis for off-site review of project plans and maps. The City's main point of contact for these services will be **Jon Crawford, PE, QSD**. He will be available over the phone, via email or video conferencing system during business hours to address any of the City's concerns and to coordinate and manage our staff's efforts. Jon will ensure continued communication between all members of the team so that work is coordinated in a seamless manner. Changes in the point of contact will be made only upon mutual agreement. **Andrew Little, PE** will remain the primary on-site contact.

Based upon our experience with the workload and trust developed from other clients to whom we are providing similar services, we anticipate that after several months of on-site staff coverage, this assignment will transition to more off-site work for the City. The City's customers will be paramount in this coverage. When on-site, Interwest will only bill our time to the City for work assigned and anticipate working for others when no work from the City is assigned.

Also assigned to the City will be Professional Land Surveyor personnel who will provide review of tract and parcel maps, records of survey, right-of-way cases, minor land cases and final subdivision maps and perform other land surveying services as requested on an as-needed basis.

APPROACH TO SERVICES

Interwest is capable and prepared to become the "One Stop" plan review consultant for the City. The Interwest proposed team is well versed in the applicable City, County, State, and Federal ordinances and necessary standards of services required to serve the City.

Interwest has developed numerous checklists and plan-check process documents for client agencies to assist both our plan check engineers and developer's consultants in the plan submission and review process. Examples include:

- Grading Certification and Compaction Report Review Checklist
- Grading Plan Preparation Checklist
- Grading Plans (Mass/Rough Grading) Checklist
- Improvement Plan Submittals Checklist
- Legal Documents Submittals Checklist
- NPDES Construction Inspection Form
- Ordinance - Tentative Maps - Information Required
- Drainage and Hydrology
- Storm Drains
- Water Quality Basins
- Street improvements

COMMUNICATING PLAN CHECK RESULTS

Plan reviews will consist of written comments and redlined plans (1 copy). Comments and redlined plans or approval / denial letter and one (1) set of plans will be returned to the City after each review is completed.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which MHCS D Staff, designers, contractors, and developers can work. Comment lists are delivered via email, FAX, and / or reliable overland carrier. If requested, Interwest Consulting Group will transmit plan review comments and coordinate re-checks directly to the applicant, as required, and completed plan review documents ready for approval will be returned to the City for final approval.

PROJECT MANAGEMENT

In all our efforts we apply management systems that carefully monitor project effectiveness, closely tracking work quality, quantity, schedule, and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed ownership of all aspects.

Upon award of contract, our Project Manager for the City will set up a meeting with key City staff to discuss any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind. This allows our staff to provide the City with high quality, consistent and predictable services.

QUALITY CONTROL / QUALITY ASSURANCE

For all projects we will create and apply tailored management systems that work and will carefully monitor program effectiveness, closely tracking work quality, quantity and cost. Delivering projects under aggressive schedules requires careful management, administration and oversight of project development teams from inception to completion with committed ownership of all aspects. The checklists discussed earlier provide a proven way to assure that issues are not missed. Should there be an unexpected setback, Interwest will quickly review the reasons for the delay, identify options for getting the project back on track, and implement the selected option after consulting with the City. Scope, schedule and budget impacts of the delay will be scrutinized to ensure critical elements are not jeopardized by implementation of the corrective action.

Coordination is the core of what we do at Interwest Consulting Group. Our team will begin the coordination process by working with the City's Management staff to define and fully understand the assigned projects, and City goals. Interwest staff will then complete all steps of the assignment. All local, state and federal laws will be followed to ensure there are no issues throughout the duration of the assignments. Our goal is to ensure there are no surprises and no lost opportunities for the City.

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also to stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

SCHEDULE ADHERENCE PROCEDURES

We utilize a database to maintain and track all plans and their status. At our regular scheduled staff meetings with the assigned team, the database allows us to closely monitor workloads to ensure adequate plan review services are available to maintain high standards and timeliness of our services. Meetings to coordinate and update all staff on current projects are held weekly, in addition to any special meetings needed to address new developments or issues and assist in adhering to schedules.

ACCOUNTING AND BILLING PROCEDURES

For all assignments, Interwest will create task and sub-task codes for financial tracking allowing managers to closely monitor and control costs. Invoices can be sent to the City on a per project or monthly basis, as our goal is to create processes that meet the City's needs.

TRAFFIC ENGINEERING SERVICES

PROPOSED METHOD

Interwest proposes to provide a team of qualified, licensed traffic engineers to provide support to the City as directed, including on-site services when required. **Nicole Jules, PE** is Interwest's Director of Traffic Engineering Services and will manage and deploy our staff in the manner most-beneficial to meet your required deadlines and specific expertise needs. Staff will be available on site as needed and further specified below.

APPROACH TO SERVICES

Services we can provide to the City include:

- **Updating speed surveys**, state law requires cities to conduct traffic surveys every five years to justify speed limits that aren't already set by state statute. A survey's life can be extended up to 10 years if certain criteria are met. The city traffic engineer must certify via a stamp, that there had been "no significant changes in roadway or traffic conditions" since the original survey.
- Preparation of **grant applications**, our Transportation Programming and Grant Writing team has direct experience working with staff from the Federal Highway Administration, Federal Transit Administration, California Department of Transportation, California Transportation Commission, and Councils of Governments. Our team understands that the key to grant management is ensuring grant funding is fully leveraged and that all requirements pertaining to the funding are fulfilled. Grant management is proactive planning before the project starts to ensure that funding is maximized in all phases of project delivery and local funds are kept minimal. Our staff will take responsibility for oversight of the project throughout its duration. We monitor grant compliance throughout the project life cycle, including appropriate invoicing and regular checking on grant procedural requirements so as not to jeopardize any eligibility of grant reimbursement. We take a pro-active approach to ensure the appropriate steps are taken before problems arise, not after. We will take the lead or provide assistance in federal "authorization to proceed" submittals to Caltrans Local Assistance or process paperwork to secure E76 authorization.
- **Addressing of traffic related issues with the public** for selected traffic and transportation projects. Tasks may include attendance and participation in public meetings, creation of various education and outreach materials such as project flyers, PowerPoint presentations, etc. Upon request, we will also assist construction inspectors in the interpretation of plans, specifications and other contract documents for assigned projects.
- **Conduct traffic counts and speed studies for various traffic studies**. Typically, these are 24-hour daily counts, intersection peak hour counts, entering volume counts, pedestrian/bicycle counts, parking surveys, vehicle classification counts, and radar speed surveys. Interwest's Subconsultant (NDS) uses innovative traffic counts and speed surveys for special situations. We use unobtrusive technology for traffic counts, speed, pedestrian surveys and parking surveys to determine paths of travel and observe relevant behavior for extended periods.
- **Assist in updating the Design and Construction Standards related to traffic**. Interwest is currently completing an update for the construction standards for San Joaquin County to meet the 2018 Caltrans

standards. This collaborative process engaged staff to review the State standard to see if it met the County's needs or develop their own. Interwest has revised the CADD drawings for improvements standards for agencies. In addition, Interwest prepared a Design Procedures Guide for Rancho Cordova.

- Preparation and / or review of construction plans and specifications for traffic control plans, traffic signal plans and phasing plans, signing and striping plans, and traffic calming plans. These tasks will generally include the collection of existing plans for the street segment or intersection, field review to compare the plans to existing conditions, traffic data collection, as needed, meetings with City staff to ensure complete understanding of the desired design and to discuss/clarify any options, timely revisions in response to plan review comments, and signed and stamped final plans, specifications and cost estimate. The plans and specifications will be prepared in accordance with City standards, the CA MUTCD and other applicable standards. These projects are done without survey. Should this be required for a project, Interwest can prepare Request for Proposals and manage the consultant.
- Presentation of material to City Councils, Planning Commissions and other municipal bodies. Interwest currently has nearly 160 public agency clients where we routinely prepare staff reports and represent the agency at public meetings/hearings.
- Preparation or coordination of GIS mapping information. Interwest has a full-service GIS group and provides these services to numerous agencies.
- Assistance in the development of relevant policies. Many changes are taking place in transportation engineering that cities need to be prepared for. They include SB 743 regarding changes to how traffic studies are prepared for CEQA, including the use of vehicle mile traveled (VMT) instead of intersection or street segment level of service (LOS) to determine a proposed project's significant impact. Cities need to develop their own policies and fee programs in response to these new regulations to protect their interests. Interwest has assisted Cities to revise and update their Development Standards. Interwest has also developed neighborhood speed control policies and processes.
- Assist in implementing the Annual Striping Contract and other street maintenance projects. Interwest has provided Plan, Specs, and Estimates for street rehabilitation and striping projects for many public agencies. These include overlay, slurry and chip seals. These projects are done without survey. Should this be required for a project, Interwest can prepare Request for Proposals and manage the consultant. We can provide Pavement Management services and are well versed with StreetSaver decision trees and budget scenarios.
- Assist the City's Streets Department and/or Engineering with any traffic related issues. Interwest has provided City Traffic Engineering related services such as traffic safety investigations, speed zone surveys, route planning, corridor analysis, capacity evaluations, bicycle and pedestrian facilities analysis, traffic impact reports, computer modeling, congestion management programs, traffic signal and control systems, traffic management plans for construction zones; parking facilities, street signage and marking programs, and street lighting.
- Coordination with Caltrans District 4 and other local agencies on traffic related matters as necessary to obtain approval(s) for various projects. Our staff has extensive experience in acquiring and correctly preparing the required forms and working with the appropriate agencies to successfully obtain approval for grant-funded projects and improvement projects. This includes Caltrans encroachments, MTC, and rail agencies.
- Support and attendance of Bicycle and Pedestrian Advisory Committees. Interwest, acting as a contract City Engineer, represented the City on these types of committees. Their key is to respectfully listen and seek solutions that match up with the City's policy and budget framework.

- Provide signal coordination for arterial streets based on traffic counts, signal timing, time-space diagrams and the determination of the most appropriate cycle length. We will assess the existing traffic controls and cabinets to determine if any upgrades are necessary to achieve the desired signal coordination and recommend any needed equipment. If desired, before and after studies based on driving the "corridor" will also be provided. If requested, we will also review traffic signal timing plans and collision data for intersections, and recommended adjustments. We can also provide technical advice to City staff in connection with the maintenance and the operation of the City's traffic signal facilities.
- Preparation of traffic safety studies, typically in response to citizen requests for traffic control device installations and modifications, such as stop signs, traffic signals, crosswalks, traffic channelization and speed zones. These studies will typically include the review of traffic collision, traffic count and/or speed survey data, field review of existing traffic control devices and motorist/pedestrian/bicyclist behavior, corner sight distance analysis, minimum stopping sight distance analysis, warrant studies based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) and City standards/guidelines, discussions with City staff regarding the findings and recommendations, preparation of concept/final plans, as needed, and a report summarizing the findings and recommendations. If requested, the study will also be presented at community meetings or Council meetings.
- Analysis of traffic impact studies prepared by other consultants for development projects, including the review of on-site circulation and project access, study intersections, project trip generation and assignment, level of service methodology and assumptions, accuracy of analysis and conclusions, appropriateness and feasibility of proposed mitigation measures, and preparation of comment memo. The analysis would also include private and public development plan review for traffic-related plans, ensuring that the plans are in compliance with City and other applicable standards. The reviews will also include recommendations for approval (conditions of approval), if needed.
- Maintain and update Traffic cards or Detector cards used with inductive loops to pass information along to the signal controller. We will monitor traffic conditions to ensure the traffic cards are operating efficiently and recommend modifications as necessary.

Our team will provide the City with the following fundamental elements:

- Customer service. We are committed to providing the City and your customers (developers, engineers, and contractors) a level of service that will exceed your expectations.
- Budget-conscious approach and implementation. Our services are provided in a cost-effective manner and will be adjusted to remain within the City's budget constraints. We will monitor and evaluate our areas of responsibility and make recommendations for additional cost savings to the City where possible.
Interwest does not charge our clients for travel time to and from the City.
- Qualified personnel and sub-consultants. We will ensure that staff assigned to serve the City are appropriately qualified and licensed.
- Timely service. We work with you to develop the most responsive schedule to meet the time constraints placed on the project. Interwest Consulting Group, with our depth of resources, will meet or exceed your proposed turnaround times.
- Effective Coordination with other City Departments. Our people are trained in promoting collaboration and cooperation with other departments and agencies. Effective communication is a key component and we have multiple communication solutions available which will be flexible to the unique needs of the City.

Scoping Effort

LAND DEVELOPMENT ENGINEERING

We understand that the City requires immediate assistance within the land development engineering division. Interwest's Development Engineering Team Lead, Jon Crawford, PE, QSD will provide management of the division under direct supervision of the Public Works Director/City Engineer. We will provide qualified staff to work full time with City staff at City Hall. Jon Crawford, PE, QSD will be the main point of contact for all development engineering related inquiries and services.

Our team will be responsible for:

- ➡ Plan checking of improvement plans submitted, required reports, studies, calculations, and other submittals, and design professional's recommendations
- ➡ Drafting conditions of approvals
- ➡ Providing input on development agreements,
- ➡ Representing the City at Planning Commission meetings,
- ➡ Performing other related land development tasks or assignments.
- ➡ Visit the site to determine field conditions are consistent with the plans submitted.
- ➡ Cross-check all Conditions of Approval, applicable standards, City Procedures Manual, Subdivision Agreements, and applicable PRAs and PAAs, to ensure they are reflected either in the design plans or General Notes.
- ➡ Each plan review will be accompanied with a letter summarizing the red-line comments, addressed directly to the applicant's engineer or landscape architect, with a copy to City staff and the applicant.
- ➡ The Project Manager will meet with the Design Professional and City Staff to review comments or to delineate the standards which are not being met, to assist in the timely completion of the review and meeting the goal of a maximum of three plan check reviews.
- ➡ Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- ➡ Construction erosion control and post construction water quality control will be reviewed for compliance with the storm water quality management permit in effect for the City.
- ➡ Map checking, as required, will be overseen by Registered Civil Engineers licensed to practice Land Surveying in the State of California or by licensed Land Surveyors.

LAND SURVEYOR

Interwest will provide a licensed land surveyor to perform services including:

- ➡ Reviewing, suggesting corrections, and making recommendations on the checking of tract and parcel maps, records of survey, right of way cases, minor land cases, and final subdivision maps.
- ➡ Performing other associated professional surveying services as requested.
- ➡ Providing a qualified person to work on an as-needed basis with City staff at City Hall.

TRAFFIC ENGINEERING

Interwest will provide the City of Antioch with general traffic engineering support including:

- ④ Engineering and traffic surveys to establish prima facie speed limits throughout the City according to the most current California Vehicle Code and California Manual on Uniform Traffic Control Devices.
- ④ Signal and stop warrants analysis for possible signal or stop sign installations.
- ④ General traffic engineering associated with the planning, design, studies and evaluation of traffic engineering projects.
- ④ Providing a qualified and licensed traffic engineer to work on an as-needed basis with City staff at City Hall.

Anticipated Effort Per Common Task

MAXIMUM PROPOSED TURN-AROUND TIME FOR TRAFFIC, PLAN AND MAP CHECK

Plan checking shall follow a set schedule of turnaround timeframes as established by the City. It is strongly expected that plan checks should not exceed three (3) total plan check cycles. Turnaround times are not to exceed the following:

- ④ First Submittal: 10 Working Days
- ④ Second Submittal: 5 Working Days
- ④ Third Submittal: 3 Working Days
- ④ Mylar Review: 2 Working Days
- ④ Major change during design stage: 7 Working Days
- ④ Major change in the field: 3 Working Days

For larger more complex projects we propose an additional 5 working days to the turnaround timeframes listed above. This turnaround time schedule does not exclude the option for expedited plan reviews as needed by the City. Expedited reviews are not typical but are anticipated for certain projects deemed as priorities by the City Staff to complete a thorough plan review. Periodic meetings shall be scheduled to discuss plan check issues with the City's project engineers. Unless otherwise directed by City staff, no plan check shall be returned to the developer, or the developer's representative, until the City's project engineers have been updated on the status of the plan checks being returned. The Project Manager will meet weekly (or as otherwise arranged) with City Staff.

For any reason, if a plan check is expected to exceed three (3) cycles, Interwest shall inform the City's engineering staff and a meeting will be coordinated by the City with Consultant and developer (and/or developer's Engineer) to resolve outstanding issues. To the extent feasible, Interwest will perform a thorough review with the first submittal of plans to avoid new comments on any subsequent submittals.

EXHIBIT "B"

Anticipated Annual Cost of Providing Services

The estimates below are based upon the following criteria provided by the City:

- City staffing levels remain strained. Additional city staff hirings will reduce hourly demand.
- 5 days a week of 2FTE on and off site development services.
- 5 days a week of 1.5 FTE traffic support. Hours will be reduced over the year as system is brought up to current standards.
- 4 hours a week LS support
- 1 day a week staff support.
- Added hours to last year of existing contract due to staff shortages
- Three-year extension to existing contract
- Hourly rate increase of up to 3% each year on anniversary date

Annual costs are based upon Time and Material to the maximum shown below:

Adjusted Year 3 of Existing contract ending Nov. 24, 2023	\$1,260,000
Extension Year 1 –	\$1,310,000
Extension Year 2 –	\$1,355,000
Extension Year 3 –	\$1,405,000

Billing Rates – City of Antioch

Effective November 25, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification

Hourly Billing Rate.

Engineering

Principal in Charge	\$240
Principal Engineer	215
City Surveyor/City Engineer	215
Project Manager.....	195
Traffic Engineer	190
Transportation Engineer	195
Supervising Engineer	190
Senior Engineer	185
Licensed Land Surveyor	185
Engineering Associate III	150
Engineering Associate II	140
Engineering Associate I	130
Survey Technician.....	125
Senior Engineering Technician	125
Engineering Technician III	120
Engineering Technician II	105
Engineering Technician I	95
Student Trainee.....	45
Grading Plans Examiner.....	155

Building Safety Services

Certified Building Official.....	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	155
Supervising Structural Engineer	185
Senior Structural Engineer	175
Senior Plans Examiner	140
CASp	125
Inspector III.....	110
Inspector II.....	100
Inspector I.....	90
Permit Technician.....	80
Fire Protection Engineer.....	155
Senior Fire Plans Examiner	130
Fire Plans Examiner / Fire Inspector.....	120
ICC Building Plans Examiner	120

Senior Code Enforcement Officer	135
Code Enforcement Officer.....	125
Trainee	75

Construction Management

Construction Manager	170
Assistant Construction Manager	150
Supervising Public Works Observer	170
Senior Public Works Observer.....	160
Public Works Observer III	150
Public Works Observer II.....	135
Public Works Observer I	120

Real Estate

Supervising Corporate Broker	250
Senior Project Manager.....	195
Project Manager	175
Senior Acquisition / Relocation Agent	135
Acquisition / Relocation Agent.....	120
ROW Technician	105
ROW Coordinator	90
Administrative Support	75

Landscape Design Review Services

Project Manager	165
Senior Landscape Design Reviewer	150
Landscape Design Reviewer	140
Landscape Maintenance Inspector	120
Landscape Field Supervisor	120

Planning Services

Community Development Director	200
Planning Manager	185
Principal Planner.....	170
Senior Planner.....	155
Associate Planner	125
Assistant Planner.....	100
Planning Technician.....	80

Administrative

Management Analyst II	115
Management Analyst I	105
Senior Administrative.....	95
Administrative III	85
Administrative II	80
Administrative I	70

March 15, 2023

City of Antioch
Public Works Department |
200 'H' Street, Antioch, CA 94509-1005



Attn: Scott Buenting, Acting Director of Public Works

Subject: Adjustment in Contract Cost – Year 3

Dear Mr. Buenting:

As you are aware, Interwest has a 3 year contract with 2 extensions (optional 1-year each). We are currently in Year 3 of the contract where it was anticipated by the City that multiple positions within the Engineering Division that we are contractually backfilling, would be filled by now with City employees. With that thought in mind, the City reduced the contract costs for Year 3 by nearly 10% over last year. Instead of adding additional city staff and reducing Interwest's time with the city, our staff has been requested to assume additional duties, while at the same time, plan review requests have remained constant, or increased, from this time last year. As a result, Interwest is expending at a higher rate than anticipated in the budget. Through the first 3 months of Year 3, costs have exceeded 50% of the contract costs. This leaves the City and Interwest the option of providing services until approximately the end of May, or, seek an increase in the contract services of roughly \$620,000 to cover the work assigned until the end of the contract year.

Interwest would request the City consider increasing the contract costs for year 3 from \$641,460 to \$1,260,000 which will allow us to provide the assigned services until the end of the contract year.

At the same time, you may wish to consider authorizing one of the optional 1-year extensions so that we can continue to provide the city with uninterrupted services. We can provide you with an updated cost for that extension should you consider this option.

Lastly, I have enclosed the Year 3 rate sheet for your records. The rates were increased in accordance with the contract at 3% per year.

It has been a pleasure working with the City of Antioch and we look forward to a continuing contractual relationship and thank you for consideration of these items. Should you have any questions, please contact me at the number below or discuss directly with Andrew Little on site.

Respectfully,

Jon Crawford
Engineering and Surveying Manager
Interwest Consulting Group
(916)508-7752

9300 W. Stockton Blvd. | Suite 105
Elk Grove, CA 95758

916.683.3340

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INTERWESTGRP.COM

EXHIBIT "C"



City of Antioch

Fee Schedule (Adjusted per Contract – Year 3)

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.

CLASSIFICATION HOURLY BILLING RATE

Engineering

Principal in Charge .	\$186
Project Manager	170
Traffic Engineer	170
Professional Land Surveyor	165
Supervising Engineer	160
Senior Engineer	149
Engineering Associate III	133
Grading Plans Examiner	127
Engineering Associate II	122
Engineering Associate I	105
Senior Engineering Technician	111
Engineering Technician III	100
Engineering Technician II	85
Engineering Technician I	75
Student Trainee	30

A16

ATTACHMENT "B"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND INTERWEST CONSULTING GROUP, INC.

THIS AGREEMENT ("**Agreement**") is made and entered into this 24th day of November, 2020 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Interwest Consulting Group, Inc. with its principle place of business at 9300 W. Stockton Blvd., Suite 105, Elk Grove, California 95758 ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on November 24, 2023 with the option to extend two, one-year terms, 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 six hundred seventy-eight thousand, eighty dollars (\$678,080.00) for the first year, six hundred ninety-four thousand, eight hundred forty-eight dollars (\$694,848) for the second year, six hundred forty-one thousand, four hundred sixty dollars (\$641,460.00) for the third year, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City

shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.3 Total Payment. City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

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 A.

2.5 Reimbursable Expenses. Reimbursable expenses are specified below. 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:

There are no reimbursable expenses under this agreement

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;

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- 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 John Samuelson ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Jon Crawford, P.E. QSD
Interwest Consulting Group, Inc.
9300 W. Stockton Blvd., Suite 105
Elk Grove, Ca 95758

Any written notice to City shall be sent to:

Development and Engineering Services Division
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

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

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

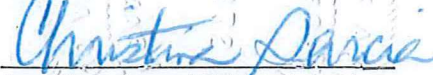
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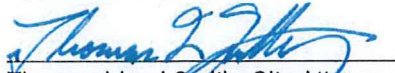
CITY OF ANTIOCH


Rowland E. Bernal, Jr. City Manager

Attest:


for Arne Simonsen, MMC

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]

CONSULTANT:

INTERWEST CONSULTING GROUP, INC.

By: 

Name: Terry Rodriguez

Title: President

By: 

Name: Michael Kashiwagi, PE

Title: Chief Operations Officer

EXHIBIT "A"

SCOPE OF WORK

Approach

DEVELOPMENT ENGINEERING & LAND SURVEYOR MAP CHECKING SERVICES

PROPOSED METHOD

Interwest will provide on-site and off-site staff coverage through a combination of personnel for a total of 5 days a week plus availability offsite. Additional staffing will be provided on an as-needed basis for off-site review of project plans and maps. The City's main point of contact for these services will be **Jon Crawford, PE, QSD**. When not on-site, he will be available over the phone or via email or video conferencing system during business hours to address any of the City's concerns and to coordinate and manage our staff's efforts. Jon will ensure continued communication between all members of the team so that work is coordinated in a seamless manner. Changes in the point of contact will be made only upon mutual agreement.

Based upon our experience with the workload and trust developed from other clients to whom we are providing similar services, we anticipate that after several months of on-site staff coverage, this assignment will transition to more off-site work for the City. The City's customers will be paramount in this coverage. When on-site, Interwest will only bill our time to the City for work assigned and anticipate working for others when no work from the City is assigned.

Also assigned to the City will be Professional Land Surveyor personnel who will provide review of tract and parcel maps, records of survey, right-of-way cases, minor land cases and final subdivision maps and perform other land surveying services as requested on an as-needed basis.

APPROACH TO SERVICES

Interwest is capable and prepared to become the "One Stop" plan review consultant for the City. The Interwest proposed team is well versed in the applicable City, County, State, and Federal ordinances and necessary standards of services required to serve the City.

Interwest has developed numerous checklists and plan-check process documents for client agencies to assist both our plan check engineers and developer's consultants in the plan submission and review process. Examples include:

- Grading Certification and Compaction Report Review Checklist
- Grading Plan Preparation Checklist
- Grading Plans (Mass/Rough Grading) Checklist
- Improvement Plan Submittals Checklist
- Legal Documents Submittals Checklist
- NPDES Construction Inspection Form
- Ordinance - Tentative Maps - Information Required
- Draining and Hydrology
- Storm Drains
- Water Quality Basins
- Street improvements

COMMUNICATING PLAN CHECK RESULTS

Plan reviews will consist of written comments and redlined plans (1 copy). Comments and redlined plans or approval / denial letter and one (1) set of plans will be returned to the City after each review is completed.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which MHCSO Staff, designers, contractors, and developers can work. Comment lists are delivered via email, FAX, and / or reliable overland carrier. If requested, Interwest Consulting Group will transmit plan review comments and coordinate re-checks directly to the applicant, as required, and completed plan review documents ready for approval will be returned to the City for final approval.

PROJECT MANAGEMENT

In all our efforts we apply management systems that carefully monitor project effectiveness, closely tracking work quality, quantity, schedule, and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed ownership of all aspects.

Upon award of contract, our Project Manager for the City will set up a meeting with key City staff to discuss any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind. This allows our staff to provide the City with high quality, consistent and predictable services.

QUALITY CONTROL / QUALITY ASSURANCE

For all projects we will create and apply tailored management systems that work and will carefully monitor program effectiveness, closely tracking work quality, quantity and cost. Delivering projects under aggressive schedules requires careful management, administration and oversight of project development teams from inception to completion with committed ownership of all aspects. The checklists discussed earlier provide a proven way to assure that issues are not missed. Should there be an unexpected setback, Interwest will quickly review the reasons for the delay, identify options for getting the project back on track, and implement the selected option after consulting with the City. Scope, schedule and budget impacts of the delay will be scrutinized to ensure critical elements are not jeopardized by implementation of the corrective action.

Coordination is the core of what we do at Interwest Consulting Group. Our team will begin the coordination process by working with the City's Management staff to define and fully understand the assigned projects, and City goals. Interwest staff will then complete all steps of the assignment. All local, state and federal laws will be followed to ensure there are no issues throughout the duration of the assignments. Our goal is to ensure there are no surprises and no lost opportunities for the City.

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also to stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

SCHEDULE ADHERENCE PROCEDURES

We utilize a database to maintain and track all plans and their status. At our regular scheduled staff meetings with the assigned team, the database allows us to closely monitor workloads to ensure adequate plan review services are available to maintain high standards and timeliness of our services. Meetings to coordinate and update all staff on current projects are held weekly, in addition to any special meetings needed to address new developments or issues and assist in adhering to schedules.

ACCOUNTING AND BILLING PROCEDURES

For all assignments, Interwest will create task and sub-task codes for financial tracking allowing managers to closely monitor and control costs. Invoices can be sent to the City on a per project or monthly basis, as our goal is to create processes that meet the City's needs.

TRAFFIC ENGINEERING SERVICES

PROPOSED METHOD

Interwest proposes to provide a team of qualified, licensed traffic engineers to provide support to the City as directed, including on-site services when required. **Nicole Jules, PE** is Interwest's Director of Traffic Engineering Services and will manage and deploy our staff in the manner most-beneficial to meet your required deadlines and specific expertise needs. Staff will be available on site as needed and further specified below.

APPROACH TO SERVICES

Services we can provide to the City include:

- **Updating speed surveys**, state law requires cities to conduct traffic surveys every five years to justify speed limits that aren't already set by state statute. A survey's life can be extended up to 10 years if certain criteria are met. The city traffic engineer must certify via a stamp, that there had been "no significant changes in roadway or traffic conditions" since the original survey.
- Preparation of **grant applications**, our Transportation Programming and Grant Writing team has direct experience working with staff from the Federal Highway Administration, Federal Transit Administration, California Department of Transportation, California Transportation Commission, and Councils of Governments. Our team understands that the key to grant management is ensuring grant funding is fully leveraged and that all requirements pertaining to the funding are fulfilled. Grant management is proactive planning before the project starts to ensure that funding is maximized in all phases of project delivery and local funds are kept minimal. Our staff will take responsibility for oversight of the project throughout its duration. We monitor grant compliance throughout the project life cycle, including appropriate invoicing and regular checking on grant procedural requirements so as not to jeopardize any eligibility of grant reimbursement. We take a pro-active approach to ensure the appropriate steps are taken before problems arise, not after. We will take the lead or provide assistance in federal "authorization to proceed" submittals to Caltrans Local Assistance or process paperwork to secure E76 authorization.
- **Addressing of traffic related issues with the public** for selected traffic and transportation projects. Tasks may include attendance and participation in public meetings, creation of various education and outreach materials such as project flyers, PowerPoint presentations, etc. Upon request, we will also assist construction inspectors in the interpretation of plans, specifications and other contract documents for assigned projects.
- **Conduct traffic counts and speed studies for various traffic studies**. Typically, these are 24-hour daily counts, intersection peak hour counts, entering volume counts, pedestrian/bicycle counts, parking surveys, vehicle classification counts, and radar speed surveys. Interwest's Subconsultant (NDS) uses innovative traffic counts and speed surveys for special situations. We use unobtrusive technology for traffic counts, speed, pedestrian surveys and parking surveys to determine paths of travel and observe relevant behavior for extended periods.
- **Assist in updating the Design and Construction Standards related to traffic**. Interwest is currently completing an update for the construction standards for San Joaquin County to meet the 2018 Caltrans

standards. This collaborative process engaged staff to review the State standard to see if it met the County's needs or develop their own. Interwest has revised the CADD drawings for improvements standards for agencies. In addition, Interwest prepared and Design Procedures Guide for Rancho Cordova.

- Preparation and / or review of **construction plans and specifications for traffic control plans, traffic signal plans and phasing plans, signing and striping plans, and traffic calming plans**. These tasks will generally include the collection of existing plans for the street segment or intersection, field review to compare the plans to existing conditions, traffic data collection, as needed, meetings with City staff to ensure complete understanding of the desired design and to discuss/clarify any options, timely revisions in response to plan review comments, and signed and stamped final plans, specifications and cost estimate. The plans and specifications will be prepared in accordance with City standards, the CA MUTCD and other applicable standards. These projects are done without survey. Should this be required for a project, Interwest can prepare Request for Proposals and manage the consultant.
- **Presentation of material to City Councils, Planning Commissions and other municipal bodies** Interwest currently has nearly 160 public agency clients where we routinely prepare staff reports and represent the agency at public meetings/hearings.
- **Preparation or coordination of GIS mapping information**. Interwest has a full-service GIS group and provides these services to numerous agencies.
- Assistance in the **development of relevant policies**. Many changes are taking place in transportation engineering that cities need to be prepared for. They include SB 743 regarding changes to how traffic studies are prepared for CEQA, including the use of vehicle mile traveled (VMT) instead of intersection or street segment level of service (LOS) to determine a proposed project's significant impact. Cities need to develop their own policies and fee programs in response to these new regulations to protect their interests. Interwest has assisted Cities to revise and update their Development Standards. Interwest has also developed neighborhood speed control policies and processes.
- **Assist in implementing the Annual Striping Contract and other street maintenance projects**. Interwest has provided Plan, Specs, and Estimates for street rehabilitation and striping projects for many public agencies. These include overlay, slurry and chip seals. These projects are done without survey. Should this be required for a project, Interwest can prepare Request for Proposals and manage the consultant. We can provide Pavement Management services and are well versed with **StreetSaver** decision trees and budget scenarios.
- **Assist the City's Streets Department and/or Engineering with any traffic related issues** Interwest has provided City Traffic Engineering related services such as traffic safety investigations, speed zone surveys, route planning, corridor analysis, capacity evaluations, bicycle and pedestrian facilities analysis, traffic impact reports, computer modeling, congestion management programs, traffic signal and control systems, traffic management plans for construction zones; parking facilities, street signage and marking programs, and street lighting.
- **Coordination with Caltrans District 4 and other local agencies on traffic related matters** as necessary to obtain approval(s) for various projects. Our staff has extensive experience in acquiring and correctly preparing the required forms and working with the appropriate agencies to successfully obtain approval for grant-funded projects and improvement projects. This include Caltrans encroachments, MTC, and rail agencies.
- **Support and attendance of Bicycle and Pedestrian Advisory Committees**. Interwest, acting as a contract City Engineer, represented the City on these types of committees. They key is to respectfully listen and seek solutions that match up with the City's policy and budget framework.

- **Provide signal coordination** for arterial streets based on traffic counts, signal timing, time-space diagrams and the determination of the most appropriate cycle length. We will assess the existing traffic controls and cabinets to determine if any upgrades are necessary to achieve the desired signal coordination and recommend any needed equipment. If desired, before and after studies based on driving the “corridor” will also be provided. If requested, we will also **review traffic signal timing plans and collision data for intersections**, and recommended adjustments. We can also provide technical advice to City staff in connection with the maintenance and the operation of the City's traffic signal facilities.
- **Preparation of traffic safety studies**, typically in response to citizen requests for traffic control device installations and modifications, such as stop signs, traffic signals, crosswalks, traffic channelization and speed zones. These studies will typically include the review of traffic collision, traffic count and/or speed survey data, field review of existing traffic control devices and motorist/pedestrian/bicyclist behavior, corner sight distance analysis, minimum stopping sight distance analysis, warrant studies based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) and City standards/guidelines, discussions with City staff regarding the findings and recommendations, preparation of concept/final plans, as needed, and a report summarizing the findings and recommendations. If requested, the study will also be presented at community meetings or Council meetings.
- **Analysis of traffic impact studies** prepared by other consultants for development projects, including the review of on-site circulation and project access, study intersections, project trip generation and assignment, level of service methodology and assumptions, accuracy of analysis and conclusions, appropriateness and feasibility of proposed mitigation measures, and preparation of comment memo. The analysis would also include private and public development **plan review for traffic-related plans**, ensuring that the plans are in compliance with City and other applicable standards. The reviews will also include recommendations for approval (conditions of approval), if needed.
- **Maintain and update Traffic cards** or Detector cards used with inductive loops to pass information along to the signal controller. We will monitor traffic conditions to ensure the traffic cards are operating efficiently and recommend modifications as necessary.

Our team will provide the City with the following fundamental elements:

- **Customer service.** We are committed to providing the City and your customers (developers, engineers, and contractors) a level of service that will exceed your expectations.
- **Budget-conscious approach and implementation.** Our services are provided in a cost-effective manner and will be adjusted to remain within the City's budget constraints. We will monitor and evaluate our areas of responsibility and make recommendations for additional cost savings to the City where possible.
Interwest does not charge our clients for travel time to and from the City.
- **Qualified personnel and sub-consultants.** We will ensure that staff assigned to serve the City are appropriately qualified and licensed.
- **Timely service.** We work with you to develop the most responsive schedule to meet the time constraints placed on the project. Interwest Consulting Group, with our depth of resources, will meet or exceed your proposed turnaround times.
- **Effective Coordination with other City Departments.** Our people are trained in promoting collaboration and cooperation with other departments and agencies. Effective communication is a key component and we have multiple communication solutions available which will be flexible to the unique needs of the City.

Scoping Effort

LAND DEVELOPMENT ENGINEERING

We understand that the City requires immediate assistance within the land development engineering division. Interwest's Development Engineering Team Lead, Jon Crawford, PE, QSD will provide management of the division under direct supervision of the Public Works Director/City Engineer. We will provide qualified staff to work full time with City staff at City Hall. Jon Crawford, PE, QSD will be the main point of contact for all development engineering related inquiries and services.

Our team will be responsible for:

- Plan checking of improvement plans submitted, required reports, studies, calculations, and other submittals, and design professional's recommendations
- Drafting conditions of approvals
- Providing input on development agreements,
- Representing the City at Planning Commission meetings,
- Performing other related land development tasks or assignments.
- Visit the site to determine field conditions are consistent with the plans submitted.
- Cross-check all Conditions of Approval, applicable standards, City Procedures Manual, Subdivision Agreements, and applicable PRAs and PAAs, to ensure they are reflected either in the design plans or General Notes.
- Each plan review will be accompanied with a letter summarizing the red-line comments, addressed directly to the applicant's engineer or landscape architect, with a copy to City staff and the applicant.
- The Project Manager will meet with the Design Professional and City Staff to review comments or to delineate the standards which are not being met, to assist in the timely completion of the review and meeting the goal of a maximum of three plan check reviews.
- Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post construction water quality control will be reviewed for compliance with the storm water quality management permit in effect for the City.
- Map checking, as required, will be overseen by Registered Civil Engineers licensed to practice Land Surveying in the State of California or by licensed Land Surveyors.

LAND SURVEYOR

Interwest will provide a licensed land surveyor to perform services including:

- Reviewing, suggesting corrections, and making recommendations on the checking of tract and parcel maps, records of survey, right of way cases, minor land cases, and final subdivision maps.
- Performing other associated professional surveying services as requested.
- Providing a qualified person to work on an as-needed basis with City staff at City Hall.

TRAFFIC ENGINEERING

Interwest will provide the City of Antioch with general traffic engineering support including:

- Engineering and traffic surveys to establish prima facie speed limits throughout the City according to the most current California Vehicle Code and California Manual on Uniform Traffic Control Devices.
- Signal and stop warrants analysis for possible signal or stop sign installations.
- General traffic engineering associated with the planning, design, studies and evaluation of traffic engineering projects.
- Providing a qualified and licensed traffic engineer to work on an as-needed basis with City staff at City Hall.

Anticipated Effort Per Common Task

MAXIMUM PROPOSED TURN-AROUND TIME FOR TRAFFIC, PLAN AND MAP CHECK

Plan checking shall follow a set schedule of turnaround timeframes as established by the City. It is strongly expected that plan checks should not exceed three (3) total plan check cycles. Turnaround times are not to exceed the following:

- First Submittal: 10 Working Days
- Second Submittal: 5 Working Days
- Third Submittal: 3 Working Days
- Mylar Review: 2 Working Days
- Major change during design stage: 7 Working Days
- Major change in the field: 3 Working Days

For larger more complex projects we propose an additional 5 working days to the turnaround timeframes listed above. This turnaround time schedule does not exclude the option for expedited plan reviews as needed by the City. Expedited reviews are not typical but are anticipated for certain projects deemed as priorities by the City Staff to complete a thorough plan review. Periodic meetings shall be scheduled to discuss plan check issues with the City's project engineers. Unless otherwise directed by City staff, no plan check shall be returned to the developer, or the developer's representative, until the City's project engineers have been updated on the status of the plan checks being returned. The Project Manager will meet weekly (or as otherwise arranged) with City Staff.

For any reason, if a plan check is expected to exceed three (3) cycles, Interwest shall inform the City's engineering staff and a meeting will be coordinated by the City with Consultant and developer (and/or developer's Engineer) to resolve outstanding issues. To the extent feasible, Interwest will perform a thorough review with the first submittal of plans to avoid new comments on any subsequent submittals.

Anticipated Annual Cost of Providing Services

The estimates below are based upon the following criteria provided by the City:

- 5 days a week on site development services.
- 5 days a week traffic support. Hours will be reduced over the year as system is brought up to current standards.
- 4 hours a week LS support
- 1 day a week staff support.
- Three-year contract with 2 one year extensions at city request
- Hourly rate increase of up to 3% each year on anniversary date

Annual costs are based upon Time and Material to the maximum shown below:

Year 1 –	\$ 678,080
Year 2 –	\$ 694,848
Year 3 –	\$ 641,460
Extension Year 1 -	\$ 660,704
Extension Year 2 -	\$ 680,525

Fee Schedule

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.

CLASSIFICATION	HOURLY BILLING RATE
Engineering	
Principal in Charge.....	\$175
Project Manager	160
Traffic Engineer.....	160
Professional Land Surveyor	155
Supervising Engineer	150
Senior Engineer.....	140
Engineering Associate III.....	125
Grading Plans Examiner.....	120
Engineering Associate II.....	115
Engineering Associate I.....	105
Senior Engineering Technician.....	105
Engineering Technician III	95
Engineering Technician II	85
Engineering Technician I	75
Student Trainee	30

**STAFF REPORT TO THE CITY COUNCIL AND HOUSING SUCCESSOR TO THE
ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

DATE: Regular Meeting of May 9, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Tasha Johnson, Public Safety and Community Resources Director (15)

SUBJECT: Public Hearing to Review the Substantial Amendment to the FY 2020-2021 Action Plan and Review the FY 2023-24 Action Plan for Expending Federal CDBG, Local Housing Successor, and Permanent Local Housing Allocation (PLHA) funding

RECOMMENDED ACTIONS

It is recommended that:

- 1) The City Council approve the Substantial Amendment to the FY 2020-21 Action Plan recommended by the CDBG Committee and adopt the resolution approving the City of Antioch Amended FY 2020-21 Action Plan for expending federal CDBG funds.
- 2) The City Council approve the funding recommendations of the CDBG Committee and adopt the resolution approving the City of Antioch FY 2023-24 Action Plan for expending federal CDBG funds.
- 3) The City Council approve the funding recommendations of the CDBG Committee and adopt the Resolution approving Permanent Local Housing Allocation (PLHA) funding for homeless services outlined in the FY 2023-24 Annual Action Plan.
- 4) The City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG Committee and adopt the Resolution approving Housing Successor funding for homeless services outlined in the FY 2023-24 Annual Action Plan.

FISCAL IMPACT

All actions below amend the City's Operating Budgets in the amounts approved by the above referenced resolutions.

Action #1: The recommended action has no impact on the General Fund, but amends the FY 2020-21 Action Plan for the use of CDBG-CV funds.

Action #2: The recommended action has no impact on the General Fund, but commits a total of \$815,194 in CDBG funding for FY 2023-24 to address identified high priority needs of the City in general public services, homeless services, housing and prevention, senior and youth services, economic development, infrastructure, housing, and CDBG administration.

Action #3: The recommended action has no impact on the General Fund, but commits a total of \$771,500 in California State PLHA funds for FY 2023-24, with \$250,000 to address identified high priority housing and homeless needs of the City and \$600,000 to provide Antioch Home Ownership Program loans to household with incomes between 81% and 120%.

Action #4: The recommended action has no impact on the General Fund, but commits a total of \$1,320,000 in Housing Successor Low Income Housing funds for FY 2023-24 to address identified high priority housing and homeless needs of the City.

BACKGROUND

The City of Antioch belongs to the Contra Costa County HOME Consortium, comprised of the cities of Antioch, Concord, Walnut Creek, Pittsburg, and the County on behalf of the other cities and areas. Each jurisdiction within the Consortium receives a separate allocation of Community Development Block Grant ("CDBG") funds from the federal government for housing and community development activities, and HOME funds for affordable housing development. The Consortium members pool their allocations of HOME funds with the County for administration to create a larger pool to help leverage the greatest amount of funds possible to create affordable housing in the County.

To receive federal funds, the Consortium must submit a strategic plan of three or five years, known as the Consolidated Plan. The Consolidated Plan outlines the existing and future housing and community development needs and sets forth the strategies the Consortium will undertake and prioritize for using federal funds to address those needs. The City of Antioch and all Consortium jurisdictions approved the five-year 2020-2025 Contra Costa Consortium Consolidated Plan in May 2020.

The five-year Consolidated Plan is divided into a two-year funding cycle, followed by a three-year funding cycle. FY 20-21 and 21-22 comprise the two-year cycle, and FY 22-23, 23-24, and 24-25 comprise the three-year cycle. This year's Action Plan for FY 2023-24 is the second year of the three-year funding. In this year, no new applications for funding were accepted and contracts are eligible for renewal at the discretion of the City Council.

Council Members Tamisha Walker-Torres (District 1) and Mike Barbanica (District 2) comprised the 2022-23 and 2023-24 CDBG Committee, which met on March 31, 2023. During this time, the committee reviewed the funding availability and proposed changes to the Fair Housing and Tenant/Landlord programs and made their recommendations for the City Council's consideration.

Public Comment

In accordance with HUD regulations, a public notice was published on April 7, 2023 in the East Bay Times allowing 30 days for public comment on the Action Plan. Public comment received by this writing is included in Attachment C.

Action #1 – Substantial Amendment

The City of Antioch was awarded a total of \$1,153,546 of CDBG Corona Virus (CV) funding in FY 2020-21 to help mitigate the effects of the pandemic for lower income residents. The pandemic, and the nation's economic recovery from it, have lasted longer than anticipated. This month HUD announced it was lifting the spending deadlines for the CV funding which allows jurisdictions greater local flexibility.

As such, the CDBG Committee is recommending a Substantial Amendment to the FY 2020-21 Action Plan (and 2020-25 Consolidated Plan) to reallocate funds in a manner that better meets the needs of local residents.

The table below shows the original allocation of the CV funds in 2020, and the Revised column shows proposed changes to be made to the remaining funds.

Agency	Program	CDBG-CV Original \$	CDBG-CV Revised \$	Estimated Expended by 6/30/23
H-2: Prevention of Homelessness.				
Loaves & Fishes	Antioch Dining Room	\$10,000	\$10,000	\$10,000
SHELTER Inc.	Rental Assistance (with \$150k HS = apx \$400k for 23-24)	\$930,000	\$750,000	\$481,945
ECHO Housing	Tenant/Landlord & Legal Assistance for Evictions/Foreclosures	\$125,000	\$0	\$0
CD-2: Non-Homeless Special Needs.				
Meals on Wheels DR	Care Management	\$10,000	\$0	\$0
Meals on Wheels DR	Meals on Wheels	\$20,000	\$20,000	\$20,000
CD-4: Fair Housing				
City of Antioch	Fair Housing Services	\$0	\$40,000	\$0
CD-5: Tenant/Landlord Services.				
ECHO Housing	Tenant-Landlord Services	\$20,000	\$0	\$0
City of Antioch	Tenant-Landlord Services, Eviction Prevention, Renter Protections (2 yr)	\$0	\$255,000	\$0
<i>Put out RFP for service provider in FY 23-24</i>	Tenant Outreach Services (1 yr)	\$0	\$40,000	\$0
CD-9: Administration.				
City of Antioch	Administration of CDBG-CV funds	\$38,546	\$38,546	\$21,488
		\$1,153,546	\$1,153,546	\$533,433

Highlights of the changes include:

1. SHELTER Inc. Emergency Rental Assistance. CV funding would be reduced from \$930,000 to \$750,000; however, most of that loss is offset by a proposed increase in Housing Successor (HS) funding to \$150,000 annually, resulting in a net decrease of \$30k. Responding to renter feedback, adding additional HS funding will help renters who are experiencing difficulties paying rent because of non-Covid related challenges. This allocation could continue annually for the next two years (through FY 24-25).
2. ECHO Housing, Tenant/Landlord. This agency did not need to claim the \$125,000 in CDBG-CV funding from Antioch as sufficient funding was awarded from HS funds (\$80,000 FY 20-21, \$100,000 FY 21-22, \$50,000 FY 22-23). These funds are proposed to be reclaimed and utilized for the same purpose in FY 23-24 and 24-25 with the City as the provider.
3. City as Fair Housing and Tenant/Landlord provider. The City of Antioch has experienced a high rate of tenant/landlord issues and evictions since the eviction moratorium ceased, resulting in displacement of lower income tenants. To address the rent increases, the City Council adopted a Rent Stabilization Ordinance that became effective on November 11, 2022, and has directed staff to develop other renter protections for Council consideration. There is a clear need for a single dedicated staff person to who is knowledgeable in fair housing laws, tenant-landlord laws and mediation, and eviction prevention to better help residents and assist the City Attorney's office and Housing.

CDBG-CV funding is recommended to support these efforts, in the amount \$295,000 total (\$255,000 for Tenant-Landlord Services for two years, and \$40,000 for HUD-required Fair Housing services for 2023-24). In addition, the City has applied for a AmeriCorp Fellow through Civic Spark for 11 months, funded by CDBG-CV administration funds. This Fellow would also work with the Fair Housing/Tenant-Landlord Counselor and the City Attorney's office to provide services to residents and assist with coordinating outreach to tenants and landlords as well as housing research.

An additional \$40,000 in CDBG-CV funding is recommended for the City to contract with a nonprofit agency to conduct one-on-one outreach to apartment complexes experiencing issues. Outreach workers would obtain feedback from residents and inform tenants and landlords about City, State, and Federal laws and protections. A Request for Proposals would be issued in early FY 2023-24 to find a qualified nonprofit provider.

Actions #2, #3, and #4 – 2023-24 Action Plan

The Committee is recommending a total of \$2,918,694 in funding for the coming fiscal year, from the following sources:

	23-24 CDBG-EN*	Housing Successor	PLHA	Total All Funds
Funds Available	\$815,194	\$1,320,000	\$771,500	\$2,906,694
\$ Recommended	\$815,194	\$1,320,000	\$771,500	\$2,906,694
Balance	\$0	\$0	\$0	\$0

*EN = Entitlement

**CV= Corona Virus federal funds

The City of Antioch's federal CDBG allocation for 2023-24 is \$815,194, a decrease of \$51,056 from the FY 2022-23 allocation of \$866,250. Housing Successor funds are recommended for a total of \$1,330,000, which include the maximum of \$250,000 for Homeless Services, as well as \$1,070,000 for Affordable Housing programs including Housing Rehabilitation and administration and loans for first-time homebuyers.

CDBG Public Services are capped by HUD regulations at 15% of the grant amount plus 15% of the prior year (FY 2022-23) program income which was \$137,283. Public Service activities are being recommended at \$130,000 and fall within these parameters.

Administration of the CDBG program is capped at 20% of the grant amount which is \$163,039 plus 20% of the present year (FY 2023-24) program income (estimated to be \$10,775.) The allocation for Administration is \$165,194.

The CDBG Committee recommendations fully commit all resources available and this staff report forwards their recommendations for funding (see Attachment "A").

Priority Goals and Annual 2023-24 Strategies

The adopted Priority Needs and Goals for the 2020-25 Consolidated Plan, and the proposed Strategies for 2023-24 are detailed below. Note that ALL persons served must be Antioch residents:

Homeless Goals (H-1 and H-2) and Strategies: For 2023-24, Antioch's homeless strategies focus relatively equally on assisting unhoused persons with outreach, safe parking and emergency shelter, as well as precariously housed residents in their existing housing and out of the homeless system of care, which is struggling to assist the increasing numbers of families. The Safe Parking Program was planned for 2022-23 but will be implemented in 2023-24 with State PLHA funds as approved in the application submitted three years ago.

H-1 Goal: Permanent Housing for Homeless. Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.

H-1.1 Strategy – CORE Outreach Services, Contra Costa County Health, Housing and Homeless Services (\$30,000 HS). Program serves as an entry

point into the coordinated entry system for unsheltered persons and works to identify, engage, stabilize and house chronically homeless individuals and families. The outreach teams will contact homeless individuals in Antioch to provide basic needs, supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to C.A.R.E. Centers. 400 unsheltered Antioch persons to be served.

H-1.2 Strategy – Emergency Shelter for Battered Women and their Children, STAND! For Families Free of Violence (\$10,000 HS). Program provides emergency shelter for up to 24 women and their children fleeing domestic violence, as well as comprehensive supportive services, including food, clothing, social and legal advocacy, vocational assistance, childcare, housing referrals, and counseling. 10 battered spouses and their children to be served.

H-1.3 Strategy – Winter Nights Emergency Family Rotating Shelter (\$15,000 HS). Program provides emergency family shelter for up to 30 people in families with children. Services include shelter, food, transportation, case management, housing placement assistance and more. Shelter operates October – June and moves every two weeks to different faith-based locations. 18 unsheltered Antioch residents to be served.

H-1.4 Strategy – Winter Nights Safe Parking Program Antioch (\$171,500 PLHA). Program provides overnight parking for unhoused individuals and families living in their vehicles, with services for up to 25 cars/vehicles per night, 7 nights per week. Services include registration and screening of individuals, safe parking with overnight access to bathroom facilities, food, and case management, as well as showers several times a week. Parking program will operate year round. 50 homeless Antioch residents to be served.

H-2 Goal: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.

H-2.1 Strategy – Bay Area Legal Aid, Housing and Homeless Prevention (\$25,000 HS). To prevent homelessness and preserve affordable housing, BayLegal attorneys provide legal services to clients in Contra Costa County facing illegal evictions, discrimination, foreclosures, substandard habitability issues, and other housing rights violations. 100 at-risk persons to be served.

H-2.2 Strategy –Crisis/2-1-1 Homeless Services, Contra Costa Crisis Center (\$10,000 HS). Program provides 24/7 mental health crisis intervention services and a 2-1-1 information and referral service using full-time professional staff & highly trained volunteers and serves as the primary contact and gateway into the homeless coordinated entry system. Antioch funding for homeless-related calls only. 1,000 homeless/at risk individuals to be served.

H-2.3 Strategy – Nourishing Lives, Feeding Homeless and At-Risk, Loaves and Fishes \$10,000 HS). Program provides hot, nutritious meals Monday through Friday in Antioch dining room, located at 403 West 6th Street, in the surrounding lower income areas census tracts of 3050.00, 3060.03, 3071.02, and 3072.02. Partnering with other agencies, clients are also offered safety net services such as medical, shelter, and registration for Cal Fresh. 350 persons to be served.

H-2.4 Strategy – SHELTER Inc., Homeless Prevention/Rapid Rehousing (\$150,000 HS plus \$200,000 reallocated 2020-21 CDBG-CV) Program prevented homelessness for households at-risk of homelessness and rapidly re-housed households who were homeless by providing short-term financial assistance for move-in costs or past due rent. 320 households to be served including CV funding

Total of eight (8) programs to address homelessness recommended at \$621,500.

Non-Housing Community Development Goals (CD-1 – CD-8) and Strategies

Public Services (CD-1 – CD-5)

CD-1 Goal: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower income persons and ensure access to programs that promote prevention and early intervention related to a variety of social concerns.

CD-1.1 Strategy – Antioch Cancer Support Community (\$10,000 CDBG-EN). Program provides services at Antioch facility to lower income households with cancer and their family members and other caregivers, as well as survivors, providing psychosocial support, integrative therapies and community navigation. 14 persons to be served.

CD-1.2 Strategy – Technology Center Training, Opportunity Junction (\$10,000 CDBG-EN). Program provides low-income workers, jobseekers, and seniors with accessible training in computer applications, English as a Second Language, typing, and Spanish in the evening. The Technology Center operates Monday through Thursday from 5 pm to 9 pm and also offers free access to computers and the Internet. Program is especially geared to persons with limited English proficiency. 75 persons to be served.

CD-1.3 Strategy – RotaCare Free Medical Clinic, St. Vincent de Paul of Contra Costa County (\$10,000 CDBG). Program provides a 4-exam room clinic that was built and developed by St. Vincent de Paul, and the clinic provides free urgent and chronic medical care to the uninsured. The clinic is staffed by a full-time clinic operations manager and a part-time Nurse Care Coordinator for patient follow up for patients experiencing chronic diseases. Care is provided by the volunteer Medical Director and additional volunteer medical professionals including

physicians, nurses, social workers, health educators. All services are provided free of charge including physician/nurse treatment, pharmaceuticals, lab services, x-rays, MRIs, Ultrasounds, and diagnostics. Patients are referred for free surgical and specialty care. Bilingual support for all services is provided. 240 persons to be served.

Total of three (3) programs for General Public Services recommended at \$30,000.

CD-2 Goal: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers.

CD-2.1 Strategy/Seniors & Disabled – Bedford Center Adult Day Health Care, Choice in Aging (\$10,000 CDBG-EN). Program provides adult day health care to frail elderly, adults with severe mental or physical disabilities, and persons with dementia, allowing respite for family caregivers while client receives individualized nursing care, mental health care, and therapies (physical, occupational, music, and horticultural therapy). 28 disabled persons to be served

CD-2.2 Strategy/Victims of Domestic Violence (DV) – Navigation for Victims of DV, Abuse Trafficking, CC Family Justice Alliance (\$10,000 CDBG-EN). Program provides navigation services to victims of domestic violence, sexual assault, child abuse, elder abuse, and human trafficking. Services are provided at the Family Justice Center, which brings public and private providers together under one roof to provide wrap-around services. 300 persons to be served.

CD-2.3 Strategy/Seniors - Senior Legal Services, Contra Costa Senior Legal Services (\$10,000 CDBG-EN). Program provides free legal counseling, advice, representation and litigation services to seniors in connection with their housing, income maintenance, consumer and individual rights, and other elder law issues. 100 persons to be served.

CD-2.4 Seniors/Disabled – Advocacy in Care Facilities, Empowered Aging (\$10,000 CDBG-EN). Program provides dependent adults and elderly residing in long-term care facilities with access to safe and secure environments through the advocacy of trained and certified Ombudsmen who investigate abuse, ensure compliance of facilities, facilitate & execute advanced health care directives and provide training to nursing home staff. 125 disabled and frail elderly to be served.

CD-2.5 Strategy/Seniors & Disabled – Independent Living Skills, Lions Center for the Visually Impaired (\$10,000 CDBG-EN). Program provides in-home independent living skills instruction and training to visually impaired adults so they will maintain their independence and avoid institutionalization. 30 persons to be served.

CD-2.6 Strategy/Seniors – Care Management, Meals on Wheels Diablo Region (\$10,000 CDBG-EN). Program provides an array of services to help older adults and their families meet long-term care needs, including assistance in resolving critical issues affecting financial and physical health and wellness to help them live as independently as possible. \$20k in funding provides for emergency pool to be administered by MOWDR and shared by the Cares Program and Contra Costa Senior Legal Services for emergency assistance to vulnerable low-income seniors. 150 seniors to be served.

CD-2.7 Seniors/Disabled – Meals on Wheels Food Delivery, Meals on Wheels Diablo Region (\$10,000 CDBG-EN). Program delivers seven nutritious meals each week to frail, home bound seniors and disabled adults to help them live at home in safety, comfort, and with dignity for as long as they can. Seniors benefit from daily health and wellness checks from volunteer drivers and ongoing client monitoring through in-home visits by outreach workers. 300 seniors to be served.

Total of seven (7) programs for Special Needs populations (elderly, disabled, victims of domestic violence) recommended at \$70,000.

CD-3 Goal: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.

CD-3.1 Strategy/Youth from Homeless Families – Emergency Child Shelter Services, Bay Area Crisis Nursery (\$10,000 CDBG-EN). provides short-term residential/shelter services and emergency childcare for children ages birth through five years for 30 days within a 6-month period. New daytime crisis childcare provided from 7 am - 7 pm daily with access for 30 days within a 6-month period. 15 youth to be served.

CD-3.2 Strategy/Abused & Neglected Youth – Child Sexual Assault Intervention through the Children's Interview Center, Community Violence Solutions (\$10,000 CDBG-EN). Program provides child sexual assault and physical abuse victims aged 2-17 years and their non-offending family members services including forensic interview, advocacy, case management, and mental health services. 65 abused youth to be served.

CD-3.3 Strategy/Abused & Neglected Youth – Serving Foster Children, Court Appointed Special Advocates (\$10,000 CDBG-EN). Program provides advocacy, mentoring and representation services to abused and neglected children who are wards of the County Juvenile Dependency Court to improve access to social services, health care, therapeutic services and a safe and permanent living situation. 40 foster youth to be served.

Total of three (3) Youth programs recommended for \$30,000.

CD-4 Goal: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice in the City of Antioch.

CD-4.1 Strategy – Fair Housing Services, City of Antioch, City Attorney's Office (\$40,000 reallocated 20-21 CDBG-CV). Program investigates complaints of alleged housing discrimination and provides fair housing counseling services, including advice, mediation and litigation, and outreach and education to residents and landlords to ensure fair housing opportunity. 50 persons to be served.

CD-5 Goal: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords, eviction prevention and education for tenants, and education of tenant and landlord rights and responsibilities under federal, state and existing and new City renter protections, to help prevent people from becoming homeless.

CD-5.1 Strategy – Tenant/Landlord Services, City of Antioch, City Attorney's Office (\$250,000 reallocated 20-21 CDBG-CV to be expended over 2 years). Program provides landlord/tenant counseling services and legal services to Antioch tenants and landlords on their rights and responsibilities under federal, state and local housing laws. 150 persons to be served.

Economic Development (CD-6)

CD-6 Goal: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas.

CD-6.1 Strategy – Road to Success for Childcare Businesses, COCOKids (\$20,000 CDBG-EN). Program benefits lower income residents by providing microenterprise assistance for those who want to maintain or start stable small businesses as licensed home-based family childcare providers. 20 micro-enterprises to be served.

CD-6.2 Strategy – Small Business Support Program, Monument Impact (\$20,000 CDBG-EN). 6 microenterprises to receive assistance. Program assists Latinx immigrants to formalize and license their small, family-owned businesses by providing highly individualized services that address the language, technology and financial barriers that immigrant entrepreneurs face.

CD-6.3 Strategy – Administrative Careers Training (ACT) Program, Opportunity Junction (\$60,000 CDBG-EN). Program trains and places low-income job seekers into administrative careers. ACT integrates computer training with life skills, case management, paid experience, mental health services, career skills, job placement, and long-term alumni follow-up. 2 persons to be trained & placed with hiring partners.

CD-6.4 Strategy – Entrepreneurship Program, Renaissance Entrepreneurship Center (\$20,000 CDBG-EN). Program serves English and Spanish speaking low-income residents with intensive small business training, classes, individual consulting, network development, and access to capital services to develop the business skills and acumen, and access the resources and networks needed to create thriving microenterprise small businesses. Train 15 persons and assist a minimum of 2 microenterprises.

Infrastructure & Public Facilities (CD-7 & CD-8)

CD-7 Goal: Infrastructure and Accessibility: Maintain adequate infrastructure in lower income areas and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas.

CD-7.1 Strategy – City Downtown Street and Accessibility Project (\$400,000 CDBG-EN). Project providing funding to rehabilitate roadway in lower income areas in downtown. Drainage facilities will be improved to allow storm water to travel as designed and reduce flooding that occurs in minor storm events. Existing deteriorating roadways and sidewalks in the defined area will be rehabilitated. 2,000 persons in area to benefit.

Administration (CD-9)

CD-9 Goal: Administration. Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector and administer federal grant programs in a fiscally prudent manner.

CD-9.1 Strategy – Administration of CDBG Program, City of Antioch (\$165,194 CDBG-EN). Program supports the development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector and administering federal grant programs in accordance with HUD regulations, including: competitive and compliant procurement procedures, monitoring of performance and compliance; and effective financial controls and procedures to prevent fraud, waste or abuse.

In FY 2023-24, using Administration funding, the City of Antioch will continue to assist funded nonprofits to upgrade their websites to make them ADA compliant and add translation capability in Spanish, Tagalog and Chinese, at minimum.

Affordable Housing Goals and Strategies (AH-1 – AH-5)

AH-1 Goal: Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.

No strategies recommended for 2023-24.

AH-2 Goal: Increase Affordable Supportive Housing. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

No strategies recommended for 2023-24.

AH-3 Goal: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

AH-3.1 Strategy – Antioch Home Ownership Program (AHOP), Bay Area Affordable Homeownership Alliance (\$60,000 HS). Program helps lower income Antioch renters, employees of Antioch businesses, and others become Antioch homeowners by providing HUD approved homebuyer education (8 hrs) and counseling, reviewing applications, assistance to identify down payment subsidies including City down payment loans, and connection with lenders. 15 lower income households to purchase homes.

AH-3.2 Strategy – AHOP Loans and Grants (\$500,000 HS; \$600,000 PLHA). A combination of HS and PLHA funding will be used to provide closing cost grants and down payment assistance to qualified lower income households wishing to purchase their home in Antioch. HS funds will be utilized for households with incomes up to 80% of area median, and PLHA for households with incomes between 81-120%. Funds will be augmented by other sources such as WISH funds and other, as these sources become available. 15 lower income households to purchase homes (same households as above AH-3.1).

AH-3.3 Strategy – Homeowner Housing Rehabilitation, Habitat for Humanity East Bay (\$510,000 HS). Project helps lower income single-family homeowners to rehabilitate their homes and improve accessibility and livability, especially for elderly and disabled homeowners. 19 households (2 loans, 14 grants) to be served.

AH-4 Goal: Reduce household energy costs. Increase housing and energy security to make housing more affordable to lower income households by reducing the consumption of energy.

City will receive approximately \$156,140 in grant funding from the Department of Energy (DOE) through the Energy Efficiency and Conservation Block Grant Program, which will help lower income homeowners with heating and air conditioning, heat pumps, and possibly solar through the City's Housing Rehabilitation program, administered by Habitat for Humanity of East Bay/Silicon Valley.

AH-5 Goal: Expand community resilience to natural hazards. Increase resilience to natural hazards of housing stock occupied by lower income residents.

No strategies recommended for 2023-24.

ATTACHMENTS

- A. Resolution Amending the 2020-21 Action Plan to reallocate CDBG-CV funds
- B. Resolution Adopting the CDBG Entitlement Funding Recommendations for the 2023-24 Annual Action Plan
 - a. Exhibit A – 2023-24 Action Plan Funding Recommendations
- C. Resolution Adopting the 2023-24 Permanent Local Housing Allocation Funding Recommendations for the 2023-24 Annual Action Plan
- D. Resolution Adopting the 2023-24 Housing Successor Funding Recommendations for the 2023-24 Annual Action Plan
- E. Public Comments on FY 2023-24 Action Plan

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
SUBSTANTIALLY AMENDING THE
2020-2021 ACTION PLAN FOR THE CITY OF ANTIOCH**

WHEREAS, the City of Antioch has been designated by the U.S. Department of Housing and Urban Development (HUD) as a community entitled to receive, by allocation, Community Development Block Grant Funds to help develop viable urban communities through the provision of decent housing, a suitable living environment, and economic opportunity for lower income residents;

WHEREAS, as a condition of funding, HUD requires that recipient jurisdictions prepare a five-year planning document or Consolidated Plan, to detail how funds will be expended to benefit eligible populations during the plan period, and such plan for 2020-25 was approved by the Antioch City Council and submitted by the Contra Costa CDBG/HOME Consortium and approved by HUD;

WHEREAS, as a condition of funding, HUD requires recipient jurisdictions to prepare a one-year Action Plan as a subsidiary document to the Consolidated Plan, to indicate how funds will be expended to benefit eligible populations in each year of the five-year Consolidated Plan period;

WHEREAS, the City of Antioch was allocated by HUD the amount of \$1,153,546 in CDBG-CV (Corona Virus) funds in Fiscal Year 2020-21 Action Plan and expects to have a balance of approximately \$533,433 by the end of Fiscal Year 2023-24;

WHEREAS, on April 17, 2023 the Federal Register published a Notice of Change to an Expenditure Deadline Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants which suspends the CDBG-CV 3-year 80% expenditure deadline;

WHEREAS, the City of Antioch, consistent with HUD's program rules on eligibility, has chosen to substantially amend the allocation of CDBG-CV funding to several programs and activities to better accomplish the goals and intent of the 2020-21 Action Plan in response to changing conditions as the residents of the City continue to recover from the long-term economic effects of the Covid epidemic;

WHEREAS, the City of Antioch has determined that the expenditure of these funds will have the cumulative effect of advancing the Consolidated Plan objectives in the short and long-term;

WHEREAS, HUD requires recipient jurisdictions to follow the jurisdiction's Citizen Participation Plan which defines the conditions that warrant a Substantial Amendment to the plans and requires notifying the public of changes in the allocation of funding and

solicit public comment for a minimum of 30 days prior to Council consideration of the action;

WHEREAS, on April 7, 2023 the City advertised its intention to substantially amend the 2020-21 Action Plan/2020-25 Consolidated Plan and solicited public comments for a minimum of 30 days prior to the action; and

WHEREAS, no public comment was received on this matter by the time of this staff report, and a summary of all public comment received both prior to and at the Public Hearing before City Council on May 9, 2023 will be submitted to HUD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES RESOLVE AS FOLLOWS:

- The City hereby determines that it is appropriate to submit the revised City of Antioch FY 2020-21 Action Plan to the U.S. Department of Housing and Urban Development (HUD), outlining the City's priorities for the expenditure of CDBG funds in support of HUD's national objectives and efforts to affirmatively further fair housing, as follows:

Agency	Program	CDBG-CV Original \$	CDBG-CV Revised \$
Loaves & Fishes	Antioch Dining Room	\$10,000	\$10,000
SHELTER Inc.	Rental Assistance	\$930,000	\$750,000
ECHO Housing	Tenant/Landlord & Legal Assistance for Evictions/ Foreclosures	\$125,000	\$0
Meals on Wheels DR	Care Management	\$10,000	\$0
Meals on Wheels DR	Meals on Wheels	\$20,000	\$20,000
City of Antioch	Fair Housing Services	\$0	\$40,000
ECHO Housing	Tenant-Landlord Services	\$20,000	\$0
City of Antioch	Tenant-Landlord Services, Eviction Prevention, Renter Protections (2 yr)	\$0	\$255,000
<i>Put out RFP for service provider in FY 23-24</i>	Tenant Outreach Services (1 yr)	\$0	\$40,000
City of Antioch	Administration of CDBG-CV funds	\$38,546	\$38,546
		\$1,153,546	\$1,153,546

- This resolution amends the City's Operating Budgets in the amounts approved.
- The Acting City Manager, or designee, (1) shall be the City representative to submit the draft FY 2023-2024 Action Plan and all understandings and assurances contained therein, (2) is hereby directed and authorized to disburse funds and execute all attendant documents and agreements consistent with the City Council's designation and approval of the programs, activities and projects as designated in the City of Antioch FY 2023-24 Action Plan, and (3) shall act in

connection with the submission and provide such additional information as may be required.

* * * * *

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 9th day of May, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

RESOLUTION NO. 2023/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE 2023-24 ACTION PLAN FOR THE CITY OF ANTIOCH

WHEREAS, the City of Antioch has been designated by the U.S. Department of Housing and Urban Development (HUD) as a community entitled to receive, by allocation, Community Development Block Grant Funds to help develop viable urban communities through the provision of decent housing, a suitable living environment, and economic opportunity for lower income residents;

WHEREAS, as a condition of funding, HUD requires that recipient jurisdictions prepare a five-year planning document or Consolidated Plan, to detail how funds will be expended to benefit eligible populations during the plan period;

WHEREAS, members of the Contra Costa CDBG/HOME Consortium, including the cities of Antioch, Concord, Pittsburg, Walnut Creek, and the County as representative of the urban cities, have prepared for adoption by each jurisdiction and submission to HUD, the Contra Costa CDBG/HOME Consortium 2020-25 Consolidated Plan (Consolidated Plan);

WHEREAS, as a condition of funding, HUD requires recipient jurisdictions to prepare a one-year Action Plan as a subsidiary document to the Consolidated Plan, to indicate how funds will be expended to benefit eligible populations in each year of the five-year Consolidated Plan period;

WHEREAS, the City of Antioch has been allocated by HUD the amount of \$815,194 in CDBG-EN (Entitlement) funds for Fiscal Year 2023-24;

WHEREAS, the City of Antioch, consistent with HUD's program rules on eligibility, has chosen to allocate all CDBG funds to a number of programs, activities and projects in support of HUD's National Objective to primarily benefit low and moderate-income persons; and

WHEREAS, the City of Antioch has determined that the expenditure of these funds will have the cumulative effect of advancing the Consolidated Plan objectives in the short and long-term.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES
RESOLVE AS FOLLOWS:**

- This resolution amends the City's Operating Budgets in the amounts approved.
- The City hereby determines that it is appropriate to submit the City of Antioch FY 2023-24 Action Plan to the U.S. Department of Housing and Urban Development (HUD), outlining the City's priorities for the expenditure of CDBG funds in support

of HUD's national objectives and efforts to affirmatively further fair housing (attached hereto as Exhibit A and incorporated by reference);

- The Acting City Manager, or designee, (1) shall be the City representative to submit the draft FY 2023-2024 Action Plan and all understandings and assurances contained therein, (2) is hereby directed and authorized to disburse funds and execute all attendant documents and agreements consistent with the City Council's designation and approval of the programs, activities and projects as designated in the City of Antioch FY 2023-24 Action Plan, and (3) shall act in connection with the submission and provide such additional information as may be required.

* * * * *

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 9th day of May, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "A"

FY 2023-2024 Action Plan Community Grant Recommendations of the City of Antioch CDBG Committee						
Priority#	Applicant	Project Name	CDBG-EN Grant	Housing Successor	PLHA	Total Funding
		Total funding available:	815,194	1,320,000	771,500	2,906,694
H-1 Permanent Housing for Homeless						
H-1.1	CC Health Services, H3	CORE Homeless Outreach Team		30,000		30,000
H-1.2	STAND! For Families Free of Violence	Rollie Mullen Center Emergency Shelter		10,000		10,000
H-1.3	Winter Nights Family Shelter, Inc.	Winter Nights Family Shelter, Inc.		15,000		15,000
H-1.4	Winter Nights Family Shelter, Inc.	Safe Parking Program			171,500	171,500
H-2 Prevention of Homelessness						
H-2.1	Bay Area Legal Aid (BayLegal)	Housing & Homelessness Prevention		25,000		25,000
H-2.2	Contra Costa Crisis Center	Crisis / 211 Contra Costa		10,000		10,000
H-2.3	Loaves and Fishes of Contra Costa	Nourishing Lives in Antioch		10,000		10,000
H-2.4	SHELTER, Inc.	Homeless Prevention Program		150,000		150,000
	<i>ALL Homeless Programs</i>	TOTAL HOMELESS FUNDING:	-	250,000	171,500	421,500
CD-1 General Public Services						
CD-1.1	Cancer Support Community	CSC Antioch Center	10,000			10,000
CD-1.2	Opportunity Junction	Technology Center	10,000			10,000
CD-1.3	St. Vincent de Paul of CCC	RotaCare Free Medical Clinic	10,000			10,000
CD-2 NonHomeless Special Needs						
CD-2.1	Choice in Aging	Bedford Center	10,000			10,000
CD-2.2	Contra Costa Family Justice Alliance	Family Justice Navigation Program	10,000			10,000
CD-2.3	Contra Costa Senior Legal Services	Legal Services for Seniors	10,000			10,000
CD-2.4	Empowered Aging	Ombudsman Services of Contra Costa	10,000			10,000
CD-2.5	Lions Center for the Visually Impaired	Independent Living Skills for Blind	10,000			10,000
CD-2.6	Meals on Wheels Diablo Region	Care Management	10,000			10,000

CD-2.7	Meals on Wheels Diablo Region	Meals on Wheels (MOW)	10,000			10,000
CD-3 Youth						
CD-3.1	Bay Area Crisis Nursery	Bay Area Crisis Nursery	10,000			10,000
CD-3.2	Community Violence Solutions (CVS)	CIC Child Sexual Assault Intervention	10,000			10,000
CD-3.3	Court Appointed Special Advocates	Serving All Foster Children	10,000			10,000
CD-4 Fair Housing						
CD-4.1	City of Antioch	Fair Housing Services (funded w/CV \$)	-			-
CD-5 Tenant/Landlord Services						
CD-5.1	City of Antioch	Tenant/Landlord Services (funded w/CV \$)	-	-	-	-
CD-5.2	Put out RFP in June to start Sept 15.	Tenant Outreach Services (funded w/CV \$)				-
CD-6 Economic Development						
CD-6.1	CoCoKids, Inc.	Road to Success Gap Funding	20,000			20,000
CD-6.2	Monument Impact	Small Business Support Program	20,000			20,000
CD-6.3	Opportunity Junction	Administrative Careers Training Program	60,000			60,000
CD-6.4	Renaissance Entrepreneurship Center	Entrepreneurship	20,000			20,000
CD-7 Infrastructure and Accessibility						
CD-7.1	City of Antioch	Downtown Roadway Rehab/Ramps	400,000			400,000
CD-8 Administration						
CD-8.1	City of Antioch	Administration	165,194			165,194
AH 3 Maintain and Preserve Affordable Housing						
AH-3.1	Bay Area Affordable Homeownership Alliance	Antioch Home Ownership Program		60,000		60,000
AH-3.2	City of Antioch	AHOP Loans and Grants		500,000	600,000	1,100,000
AH-3.3	Habitat for Humanity EB/SV	Habitat Homeowner Rehab Program		510,000		510,000
	<i>Total ALL activities:</i>	TOTAL FUNDING:	815,194	1,320,000	771,500	2,906,694

ATTACHMENT "C"

RESOLUTION NO. 2023/**

**RESOLUTION OF CITY OF ANTIOCH OF THE CITY OF ANTIOCH APPROVING
FUNDING FOR PERMANENT LOCAL HOUSING ALLOCATION PROGRAMS FOR
FISCAL YEAR 2023-2024**

WHEREAS, the State Department of Housing and Community Development provides annual funding under SB 2, Permanent Local Housing Allocation (PLHA) Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));

WHEREAS, the HCD has approved the funding allocations for PLHA program for the City of Antioch subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and City;

WHEREAS, the City has agreed to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department;

WHEREAS, FY 2023-24 is the second year of the FY 2022-25 three-year funding cycle, and extensive outreach was made to agencies to submit applications to provide a wide array of services and programs to benefit lower income persons in Antioch in compliance with federal and state procurement regulations;

WHEREAS, the Council CDBG Committee carefully considered all programs and made recommendations for funding which constitute the draft 2023-24 Action Plan,

WHEREAS, the Committee recommends funding in the amount of \$771,500 from the PLHA Fund be used for Homeless services;

WHEREAS, the City Council met on May 9, 2023, to consider the Committee's recommendations and solicit public input on the proposed FY 2023-24 Annual Action Plan; and

WHEREAS, the Director of Finance has confirmed that there are sufficient, unencumbered funds to take this action.

NOW, THEREFORE, IT BE RESOLVED that the City of does hereby designate \$771,500 in PLHA funds for Homeless housing and prevention as specified below:

- **H-1.4 Strategy – Winter Nights Safe Parking Program Antioch (\$171,500 PLHA).** Program provides overnight parking for unhoused individuals and families living in their vehicles, with services for up to 25 cars/vehicles per night, 7 nights per week. Services

include registration and screening of individuals, safe parking with overnight access to bathroom facilities, food, and case management, as well as showers several times a week. Parking program will operate year around. It is anticipated that approximately fifty (50) homeless Antioch residents may be served by this program.

- **AH-3.2 Strategy – AHOP Loans and Grants (\$600,000 PLHA).** A combination of HS and PLHA funding will be used to provide closing cost grants and down payment assistance to qualified lower income households wishing to purchase their home in Antioch. HS funds will be utilized for households with incomes up to 80% of area median, and PLHA for households with incomes between 81-120%. Funds will be augmented by other sources, such as WISH funds and other sources, as these sources become available. Up to fifteen (15) lower income households may receive assistance to purchase homes.
- This resolution amends the City's Operating Budgets in the amounts approved.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as the Housing Successor to the Antioch Development Agency at a regular meeting thereof, held on the 9th day of May 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "D"

RESOLUTION NO. 2023/**

**RESOLUTION OF CITY OF ANTIOCH AS THE HOUSING SUCCESSOR TO THE
ANTIOCH DEVELOPMENT AGENCY APPROVING FUNDING FOR HOUSING AND
HOMELESS PROGRAMS FOR FISCAL YEAR 2023-2024**

WHEREAS, SB 341 (Chapter 796, Statutes of 2013) modifies expenditure and accounting rules for Housing Successor agencies that have taken over housing functions for former redevelopment agencies, and permits the expenditure of up to \$250,000 per fiscal year on homelessness prevention and rapid rehousing services if the housing successor has fulfilled all replacement, affordable housing production, and monitoring, database compilation and web site publication requirements;

WHEREAS, the City of Antioch has fulfilled the aforementioned requirements and wishes to help prevent and address the issues of homelessness in the City;

WHEREAS, FY 2023-24 is the second year of the FY 2022-25 three-year funding cycle, and extensive outreach was made to agencies to submit applications to provide a wide array of services and programs to benefit lower income persons in Antioch;

WHEREAS, the Council CDBG Committee carefully considered all programs and made recommendations for funding which constitute the draft 2023-24 Action Plan,

WHEREAS, the Committee recommends funding in the amount of \$1,320,000 from the Housing Asset Fund be used for Homeless services not to exceed \$250,000, and Housing activities, as allocated below;

WHEREAS, the City of Antioch as the Housing Successor met on May 9, 2023, to consider the Committee's recommendations and solicit public input on the proposed FY 2023-24 Annual Action Plan; and

WHEREAS, the Director of Finance has confirmed that there are sufficient, unencumbered funds to take this action.

NOW, THEREFORE, IT BE RESOLVED that the City of Antioch as the Housing Successor to the Antioch Development Agency hereby designates \$1,332,000 in Housing Successor (HS) funds for Homeless housing and prevention programs as specified below:

Priority	Applicant	Project Name	HS Fund
Total funding available:			1,320,000
H-1 Permanent Housing for Homeless			
H-1.1	CC Health Services, H3	CORE Homeless Outreach Team	30,000
H-1.2	STAND! For Families Free of Violence	Rollie Mullen Center Emergency Shelter	10,000
H-1.3	Winter Nights Family Shelter, Inc.	Winter Nights Family Shelter, Inc.	15,000
4	Outreach/Shelter	Subtotal:	55,000

H-2 Prevention of Homelessness			
H-2.1	Bay Area Legal Aid (BayLegal)	Housing & Homelessness Prevention	25,000
H-2.2	Contra Costa Crisis Center	Crisis / 211 Contra Costa	10,000
H-2.3	Loaves and Fishes of Contra Costa	Nourishing Lives in Antioch	10,000
H-2.4	SHELTER, Inc.	Homeless Prevention Program	150,000
5	<i>Homeless Prevention</i>	Subtotal:	195,000
11	<i>Total Homeless Programs</i>	Subtotal Homelessness funding:	250,000
AH 3 Maintain and Preserve Affordable Housing			
AH-3.1	Bay Area Affordable Homeownership Alliance	Antioch Home Ownership Program	60,000
AH-3.2	City of Antioch	AHOP Loans and Grants	500,000
AH-3.3	Habitat for Humanity EB/SV	Habitat Homeowner Rehab Program	510,000
3	<i>Housing activities for Low/Mod Households</i>	Subtotal Housing Activities:	1,070,000
TOTAL HOUSING SUCCESSOR FUNDING			\$1,320,000

- This resolution amends the City's Operating Budgets in the amounts approved.

* * * * *

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as the Housing Successor to the Antioch Development Agency at a regular meeting thereof, held on the 9th day of May 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

Attachment E

**Public Comments on the FY 2023-24 Action Plan
Received by 5/4/23**

None

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 9, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rachel Hundley, Assistant City Attorney *RH*

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

SUBJECT: Presentation and Discussion on Tenant Protection Policies and Programs, including Rent Program, Anti-Harassment, and Just Cause Eviction

RECOMMENDED ACTION

It is recommended that the City Council receive presentation and provide direction on next phase of tenant protection policies and programs.

FISCAL IMPACT

There is no fiscal impact from discussion and direction under this item. However, the full implementation of the Rent Stabilization Ordinance and the addition of new tenant protection policies will require a fee study and significant staffing, including legal and administrative support. Staffing for the Rent Program, including added functions relating to anti-harassment and just cause eviction programs, would be funded by Rent Program fees. Direction on anticipated future programs will assist the City Attorney's Office in developing a fee study to support potential future program fees.

DISCUSSION

Antioch Tenant Protection Policies

Current Policies; Policies Under Development

The City Council has adopted a variety of policies and programs to protect the safety, health, and welfare of residential tenants. Earlier this year, the City Council directed staff to update and implement the City's rental inspection program to ensure existing rental housing stock is maintained in a habitable condition. It is anticipated that the City Council will consider an ordinance related to this update later this year.

Last fall, the City Council adopted a Rent Stabilization Ordinance ("RSO") to regulate rent increases for rental units that the City is authorized by State law to regulate. Copies of informational brochures for tenants and landlords about the Antioch Rent Program are

other providers that advise renters and landlords on state and federal rights and obligations and assist with accessing available resources.

Additional Policies Identified for Consideration

In its discussions on housing and tenant protections and its initial approval of the City of Antioch 2023-2031 Housing Element Update (“Housing Element”), the City Council has identified additional tenant protection policies and programs for consideration.¹ Members of the City Council have also requested the topics of just cause eviction and tenant anti-harassment protection be added to an agenda for discussion.

The City’s Fair Housing Action Plan (Housing Element, Table 3-4), is a program of City actions to address past and present discrimination in housing, including patterns and disparities in opportunities. The Fair Housing Action Plan provides that the City will take actions to “Protect[] existing residents from displacement” (Action Area 4) by “establish[] tenant protections that further the intent of AB 1482 with potential measures related to rent control, antiharassment, just cause and right-to counsel ordinances; as well as relocation, documentation, and right to return policies in eviction cases.”

The timeline provided for this action is to have a staffing plan and program design established by April 2024.

Separately, Chapter 7 of the Housing Element provides a list of goals, quantified objectives, and policies for the maintenance, preservation, and development of housing in Antioch. One such goal is to “Provide equal housing opportunities for all existing and future Antioch residents” (Goal 5) by “Reduc[] the displacement of low-income communities of color by enhancing protections for vulnerable tenants and homeowners and preserving affordable housing in areas that are gentrifying or at risk of gentrification” (Policy 5.4).

Under Program 5.1.8, the City will implement this Fair Housing goal and anti-displacement policy objective, in part, by pursuing the development of citywide tenant protections. Possible tenant protection policies include “anti-harassment, just cause eviction, Tenant Opportunity to Purchase Act (TOPA), Community Opportunity to Purchase Act (COPA) and rent stabilization.”

The implementation schedule provided for this program is to initiate a public engagement and outreach process by June 2023.

¹ Although the City Council adopted the 6th Cycle Housing Element Update on January 23, 2023, it was not accepted by the California Department of Housing and Community Development and will return to the City Council at a future date.

City Council Discussion & Direction

Note: See Background section at the end of this staff report for summaries of policy concepts and existing policies relating to each of the discussion topics below.

Rental Unit Registry

The rental unit registry authorized by the RSO pertains only to rental units that are regulated by the RSO. A registry of all rental units in the City would enable the current Rent Program to verify and track exemptions under the RSO. A full registry also would support the rental inspection program, which currently includes a separate registration requirement, and other anticipated tenant protection programs.

Staff has prepared an ordinance in anticipation of the updated rental inspection program, additional tenant protection policies, and a full rental unit registry administered with the landlord business license program. This ordinance also would authorize the Finance Department to collect fees relating to rental units if adopted by the City Council.

Council Direction: If the City Council would like to proceed with these changes to facilitate a full rental unit registry, staff present the proposed ordinance to the City Council in June.

Anti-Retaliation

It is recommended that an anti-retaliation prohibition be added to Title 11, Tenant Protections. This provision would apply to existing protections, such as the Rent Stabilization Ordinance, as well as future tenant protections that are added to Title 11.

Council Direction: If the City Council would like to add an anti-retaliation provision to the Tenant Protections title of the municipal code, staff would present a proposed ordinance to the City Council for consideration in June.

Eviction Protections

Existing Program Capacity

The Rent Program currently administers the rent stabilization ordinance. When the City Council adopted the Rent Stabilization Ordinance, it was projected that implementation of the ordinance would require dedicated staffing to engage in public education and enforcement activities, respond to tenant and landlord questions, process petitions, and implement the other functions included in the ordinance. Requested staffing included one full-time Deputy City Attorney and one Administrative Analysis. The funding for this request was not approved, and the Rent Program has no dedicated staff. It is anticipated

that Rent Program costs will be recovered through a fee program. As a result, the RSO is not fully implemented.

The Rent Program regularly receives requests for information from tenants and landlords by voicemail and email. A number of tenants have reported that they resolved landlord compliance issues by providing information about the RSO to their landlord. Many landlords have expressed a desire to understand their obligations and obtain the necessary forms in order to be in compliance. Currently, most of these requests are addressed within 1-2 weeks. Most questions received by the Rent Program pertain to the application of the RSO or its exemptions to a particular unit, the petition process, and the current rent increase limit. Based on the number of requests received, there is a need for education and outreach for tenants living in larger apartment complexes, as well as the property management. Information and documents related to the RSO are available on the Rent Program website. No workshops or outreach campaigns have been conducted.

Additional Program Capacity

If the City Council decides to move forward with eviction protections, staff will return with more detailed information about anticipated staffing needs based on varying levels of City involvement with the local restrictions. At minimum, legal support is needed to draft the ordinance(s) and implementing regulations, as well as provide technical advice to the public and non-attorney personnel. Administrative support staff is needed to prepare informational materials and respond to questions. Additional staff would be needed if the City will be involved in monitoring compliance, supporting tenants, resolving disputes, and enforcement.

The City of Alameda Rent Program² is administered by the City Attorney's Office. Alameda has budgeted 9.35 FTE for its Rent Program. A list of dedicated staff positions for the Alameda Rent Program is in the table below. The annual budget of this program is \$2M, which is funded by program fees. The Alameda program includes a Rental Unit Registry, as well as rent stabilization, just cause eviction, and mediation programs.

The City of Richmond Rent Program³ is administered by an appointed Rent Board. Richmond has budgeted 13 FTE for its Rent Program. A list of dedicated staff positions for the Richmond Rent Program is in the table below. The annual budget of this program is \$3.62M, which is funded by program fees. The Richmond program includes a Rent

² To view the Alameda Rent Program Annual Report, see <https://www.alamedarentprogram.org/files/sharedassets/housingauth/resources/2022-rent-program-annual-report.pdf>.

³ To view the most recently available Richmond Rent Program Annual Report, see <https://www.ci.richmond.ca.us/DocumentCenter/View/59562/FY19-20-and-FY-20-21-Annual-Report-Final>.

Registry, which requires greater administrative support than a Rental Unit Registry, as well as rent stabilization, just cause eviction, and mediation programs.

	City of Alameda Rent Program	City of Richmond Rent Program	City of Antioch Rent Program
Population	76,362	115,639	114,794
Rental Units	14,196	18,150	13,960*
Budgeted FTEs	9.35	13	TBD
Program Budget (Annual)	\$2M	\$3.62M	TBD
Dedicated Program Staff	Director of Rent Program Rent Program Manager Special Counsel Special Counsel Rent Program/Housing Specialist Rent Program/ Housing Specialist Rent Program/Housing Specialist Rent Program Assistant Paralegal & Housing Specialist	Executive Director Deputy Director General Counsel Staff Attorney Hearing Examiner Senior Rent Program Services Analyst Senior Rent Program Services Analyst Rent Program Services Analyst I Rent Program Services Analyst II Administrative Aide Administrative Aide Administrative Aide Administrative Student Intern	TBD

* Estimate based on available data. A full Rental Unit Registry would allow the City to collect more accurate information regarding rental units in Antioch.

Anti-Harassment Protection

There are no City harassment protections for tenants. If desired, the City Council could adopt an ordinance making it unlawful for a residential landlord to take or fail to take specified actions related to the tenant or rental property in bad faith. The ordinance would also specify the remedies available to tenants who are subject to a prohibition act. Examples of anti-harassment ordinances in other cities (Richmond, Concord, and Alameda) are attached.

Council Direction: If the City Council would like to proceed with anti-harassment protections, staff would return with discussion item on program budget, staffing, timeline,

and options for policy decisions. If the City Council prefers one of the attached example ordinances, it would be used as a starting point for further refinement based on additional direction.

“Just Cause”

There is not a City requirement that a landlord have just cause for residential eviction. If desired, the City Council could adopt an ordinance refining and further regulating the no fault causes.

Many local ordinances focus on questions that include, but are not limited to, the following.

- **Scope of application:**
 - Include single-family homes in which the owner does not live?
 - Include units built in the last 15 years?
 - Include units of tenants who have resided in their units for less than twelve months?
- **Right to return to unit:**
 - Should a tenant have a “right to return,” meaning that if the unit previously occupied by the tenant is again made available to rent, should the landlord be required to offer it to the former tenant?
 - If there is a “right to return,” should the initial rent upon return be the rent at the time of eviction?
 - Should there be a time limit on the right to return?
- **Remodels:**
 - What constitutes a substantial remodel as a permitted no-fault just cause?
 - What should happen if a short-term remodel is necessary for health and safety reasons.
- **Relocation payment:**
 - Is the equivalent of one month’s rent sufficient compensation for a no fault eviction?
 - If it is not, what is fair compensation?

Some eviction protection ordinances address members of the community for which evictions are seen as especially disruptive. For example, some ordinances prohibit evictions that would cause school-age children to move during the school year. Some ordinances require landlords to give seniors more time to relocate and/or grant additional compensation to seniors.

Council Direction: If the City Council would like to proceed with just cause eviction, staff would return with discussion item on program budget, staffing, timeline, examples of ordinances, and options for policy decisions. Whether it is a separate ordinance or included with a just cause eviction ordinance, staff recommends the City Council consider the question of adopting regulations under the Ellis Act pertaining to evictions based on the rental unit being removed from the rental market.

BACKGROUND

Rental Unit Registry

A rental unit registry provides accurate and comprehensive information that is used to monitor regulation programs, track code enforcement, calculate and assess fee programs, and provide information directly to landlords and tenants. This type of database is created by requiring landlords to register their rental units.

The Finance Department administers the Residential Landlord Business License Program, which requires all residential landlords to have a landlord business license. As a result, the City already has a database of residential landlords. In adopting the Rent Stabilization Ordinance, the City Council authorized a rental unit registry. To implement this registry, the Rent Program has been working with the Finance Department to expand the landlord business license application to include information on individual rental units. It is further anticipated that program fees relating to rental units will also be administered through this existing central system.

Anti-Retaliation

Anti-retaliation policies bar landlords from retaliating against a tenant because the tenant has exercised or asserted certain legal rights, such as reporting habitability concerns to a governmental agency regarding the habitability of the unit or notifying the landlord that a proposed rent increase exceeds the rent stabilization limit.

Eviction Protections

“Eviction” is the act of dispossessing a tenant of a rental property and includes acts that result in the removal of the tenant from the property. In this context, “eviction” includes any termination of a tenancy caused by a landlord and is not limited to evictions involving legal proceedings. “Constructive eviction” occurs when a landlord has acted (or failed to act) in a way that renders the rental property uninhabitable. This could include failing to maintain the property in a habitable condition, making threats or other acts of intimidation, and otherwise interfering with the tenant’s quiet enjoyment of the property.

“Eviction protections” are a category of policies that regulate the grounds for eviction and the eviction process and provide tenants certain rights relating to eviction. The California Tenant Protection Act of 2019, Civil Code Sections 1945.2, 1947.12, and 1947.13 (“CPTA”) provides eviction protections to applicable tenants in the State. Cities may adopt additional local eviction protections as long as they are within the city’s authority and do not conflict with State or federal law. Many local eviction protections provide an

affirmative legal defense for a tenant who is being served with an unlawful detainer suit by a landlord.

Anti-Harassment Protection

Tenant harassment occurs when a landlord uses aggressive methods, coercion, fraud, or intimidation to cause the tenant to vacate the rental property and is a type of “constructive eviction.” State law provides some protection and remedies to tenants who experience tenant harassment. Under Civil Code § 1940.2, a landlord cannot unlawfully force a tenant out of their apartment or home using the following methods:

- Engaging in forceful, threatening, or menacing conduct;
- Disclosing information regarding the perceived immigration or citizenship status of the tenant or someone close to them;
- Threatening to call immigration authorities to force a tenant out;
- Interfering with the tenant's right to quiet enjoyment of their property;
- Entering the rental unit without the tenant's consent in substantial violation of the law; and
- Taking, depriving, or removing the tenant's property from their home without permission.

A landlord who has illegally harassed a tenant may have to pay civil penalties up to \$2,000 for each instance of harassment. A landlord that discloses information regarding the tenant's immigration or citizenship status to a government official for the purpose of harassing, intimidating, or retaliating against the tenant will be ordered to pay mandatory statutory damages in an amount of 6 to 12 times the monthly rent.

There are limitations to this State law remedy. A tenant seeking relief under State law would need to bring a civil suit against the landlord and prove the landlord acted for the purpose of influencing the tenant to vacate their dwelling. Many tenants do not have the resources to seek this type of remedy, and there is no provision to recover attorneys fees.

“Just Cause”

A “just cause” eviction policy (“Just Cause”) is a form of eviction protection that seeks to prevent arbitrary, retaliatory, or discriminatory evictions. Just Cause can prevent displacement and promote tenant stability—especially in neighborhoods that are at risk of gentrification—by limiting the reasons for which a landlord can evict a tenant. Although Just Cause restricts the grounds for eviction, it maintains landlord rights to enforce the terms of a lawful rental agreement and terminate a tenancy for noncompliance.

A “just cause” is a circumstance under which a landlord is permitted to evict a tenant. Common examples of “just cause” for evictions include tenants failing to pay rent, illegal use of a rental unit, tenant breach of a material lease term, and tenant nuisance activity. A city’s ability to enact tenant protections is both limited and authorized by the Ellis Act and the CPTA.

Ellis Act

The Ellis Act, Government Code Sections 7060 *et seq.*, preserves a landlord's right to evict a tenant when the landlord decides to remove their dwelling units from the rental housing market. A landlord exercising their rights under the Ellis Act, must serve written notice of the eviction at least 120 days before the tenant is evicted. If the tenant is disabled or at least 62 years old and has lived in the residence for over a year, a landlord must serve written notice at least one year prior to the eviction.

Although the Ellis Act protects a landlord's right to "go out of business" and preempts inconsistent local regulations, it does not preempt restrictions on other grounds for eviction. The Ellis Act also expressly authorizes cities to regulate other aspects of the landlord-tenant relationship when a landlord does exercise their rights under the Act.

Specifically, the Ellis Act authorizes a city to adopt an ordinance that:

1. Requires landlords withdrawing from the rental market to file a notice under penalty of perjury that provides certain information, such as the names of the tenants and applicable rent, AND have the notice be recorded against the property.
2. Requires landlords to give tenants notice of their rights to relocation assistance, where applicable.
3. Requires landlords, for a period of up to ten years after withdrawal of a rental unit, to notify the tenants when the withdrawn unit will be re-let and to provide the tenant a first right to accept the re-let unit.
4. Requires landlords to re-let the withdrawn units at the same rate as at the time of eviction for five years after the eviction.

In sum, although the Ellis Act guarantees a right to evict under specific circumstances, a city may provide certain rights to tenants who will be, or have been, evicted due to withdrawal of the unit from the rental market.

California Tenant Protection Act

The CPTA, which establishes some statewide eviction protections for applicable tenants, took effect on January 1, 2020 and is currently set to sunset on January 1, 2030. Before the CTPA, a landlord was permitted to terminate a tenancy without providing a reason. Today, the CPTA requires "just cause," as provided in an enumerated list of "tenant at-fault" and "no-fault" bases, to evict. Generally, a tenant is "at fault" when they violate the terms of the lease or prevailing law (which is often cited in the lease). A "no fault" eviction takes place when a tenant is evicted for allowable reasons that are beyond the control of the tenant.

The CPTA protects tenants living in non-exempt residential rental units who have continuously and lawfully occupied the unit for at least 12 months. Tenants who live in

an exempt rental unit or who have occupied a rental unit for less than 12 months are not protected by the CPTA.

The CPTA permits eviction based on any of the following “tenant at-fault” reasons:

- Default in payment of rent;
- Breach of material term of the lease, after being issued written notice to correct the violation;
- Maintenance or commission of nuisance;
- Maintenance or commission of waste;
- Refusal to execute written extension or renewal of expired lease for additional term of similar duration with similar provisions, after written request or demand by landlord;
- Criminal activity on rental property by tenant;
- Use of property for unlawful purpose;
- Assignment or sublease of rental property in violation of lease;
- Refusal to allow owner to enter rental property as authorized by law;
- If employee, agent, or licensee of the landlord, failure to vacate rental property after termination as an employee, agent, or a licensee; or
- Failure to deliver possession of rental property after providing owner written notice of tenant’s intention to terminate the lease.

The CPTA permits eviction based on any of the following “no-fault” reasons:

- Intent to demolish or to “substantially remodel” the residential property.
- Owner, spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the unit (note: for new or renewed leases entered into on or after July 1, 2020, the tenant must agree to this in writing;
- Withdrawal of the property from the rental market;
- Compliance with a government or court order or local ordinance that necessitates vacating the premises; or
- Demolition or substantial remodel of the unit.

The CPTA provides applicable tenants a right to receive relocation assistance from the landlord if the eviction is based on any “no-fault” grounds. The amount of relocation assistance that must be paid under the CPTA is an amount equal to one month of rent. This assistance payment may be paid in one of two ways at the option of the landlord: payment to the tenant within 15 days of service of the notice to terminate or waiver of the last month’s rent. A tenant is not entitled to relocation assistance if a court or government agency determined an order or need to vacate is due to conditions caused by the tenant,

The CPTA does not apply to tenants residing in any of the following rental units:

- Units constructed in the last 15 years (on a rolling basis);

- Units restricted by deed limiting affordability to low or moderate-income households;
- Dormitories owned and operated by schools;
- Single family, owner-occupied residences where owner rents two or fewer units, including ADUs and JADUs;
- Housing units in which owner shares a bathroom or kitchen with tenant, and the unit is owner's primary residence;
- Duplexes in which the owner has resided as their principal residence since the beginning of the tenancy, so long as the owner continues to occupy the duplex.
- Single family homes and condominiums, if both of the following are true:
 - The property is *not* owned by a real estate trust, corporation, or LLC with at least one corporate member, and
 - Tenant has been provided written notice that the rental property is not subject to the CTPA; or
- Housing provided by nonprofit hospital, church, extended care facility, licensed extended care facility for the elderly, or adult residential facility; or
- Transient and tourist hotel occupancies.

ATTACHMENTS

- A. Antioch Rent Program brochure—Tenant FAQs: 10 Answers to Tenant Questions about the Rent Stabilization Ordinance
- B. Antioch Rent Program brochure—Landlord FAQs: 10 Answers to Landlord Questions about the Rent Stabilization Ordinance
- C. Examples of Anti-Harassment Ordinances (Richmond, Concord, Alameda)

9 HOW DO I FILE A PETITION?

STEP 1: PREPARE

- Review Article 1, Tenant and Landlord Petitions, in the Rent Program Regulations;
- Email rentprogram@antiochca.gov with any questions;
- Gather documents related to your claim.

STEP 2: FILE PETITION

- Complete the Tenant Cover Form and Tenant Petition Attachment;
- File petition materials and supporting documents with the City Clerk's Office;
- Serve the petition materials on your landlord and file a Proof of Service with the City Clerk's Office.

STEP 3: ATTEND HEARING

The hearing officer will schedule a prehearing call with you and your landlord to go over the process and request additional information, if needed. On the hearing day, you will have an opportunity to explain your situation and answer questions. After the hearing, the hearing officer will decide if you are entitled to relief. The City will mail you the decision.

OPTIONAL STEPS:

DESIGNATE A REPRESENTATIVE

You may designate someone else to do some or all of Steps 2 and 3, above, by signing a Designation of Representative form and filing it with the City Clerk's Office.

REQUEST A TRANSLATOR

Upon request, the City will provide translation services during the Prehearing Meeting and Hearing.

10 WHERE CAN I FIND HELP ON OTHER TENANT ISSUES?

The Rent Program administers and assists with local tenant protection laws adopted by the Antioch City Council.

For other types of housing issues, the organizations below may be able to help:

ECHO Fair Housing

Eviction Prevention Legal Assistance,
Housing Discrimination Assistance,
Tenant Rights Information/Counseling

301 West 10th Street

Antioch, CA 94509

(510) 581-9380

Bay Area Legal Aid

Legal Assistance for
Low- and Very Low-Income Individuals
(800) 551-5554

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TENANT FAQS

10 ANSWERS to TENANT QUESTIONS about the RENT STABILIZATION ORDINANCE

ANTIOCH
RENT PROGRAM

(925) 779-7017

www.antiochca.gov/rent-program
rentprogram@antiochca.gov

1 WHAT IS THE RSO?

The Rent Stabilization Ordinance (“RSO”) is a City law that limits how much and how often rent can be increased for covered units. The RSO also requires landlords to provide notice to tenants using a City form before rent is increased.

The RSO does not apply to all rental units.

2 HOW DOES THE RSO PROTECT TENANTS?

For covered rental units, the RSO permits only one rent increase per 12-month period. The rent increase cannot exceed the maximum rent increase limit. The RSO applies to rent increases on or after August 23, 2022.

3 WHAT IS THE MAXIMUM RENT INCREASE LIMIT?

The maximum rent increase limit depends on inflation. However, it will *never* be higher than 3% of current rent at the time the increase takes effect. The limit will be *lower* if inflation, measured by the “CPI,” is less than 5%. If so, the rent increase limit is 60% of CPI.

Effective Date of Rent Increase	Increase Limit
Aug. 23, 2022 – Jan. 12, 2023	3%
Jan. 13, 2023 – Mar. 14, 2023	2.94%
Mar. 15, 2023 – May 10, 2023	TBD

4 HOW IS INFLATION MEASURED?

Inflation is measured by the most recent 12-month percent change in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics (“CPI”). The updated CPI is published every other month.

5 DOES THE RSO APPLY TO MY...

...APARTMENT?

Yes, unless your apartment was built after January 1995, is owned or managed by a public agency, or is an institutional facility.

...DUPLEX ?

Yes, unless your duplex or triplex was built after January 1995.

...SINGLE FAMILY HOME?

No, unless your house was built before February 1995 and there is another dwelling unit on the same property.

...ADU?

No, unless your ADU was built before February 1995.

...MOBILE HOME?

No, unless the mobile home is located outside of a mobile home park.

Unless a rental unit is exempt, the RSO applies. The two most common exemptions are units that:

1. Were built after January 1995; or
2. Are “separately alienable.”

Other exemptions may apply in less common circumstances, such as if you live with your landlord or their family, or if you rent for less than 30 days.

The complete list of exemptions is found in Section 11-1.08 of the Antioch Municipal Code.

6 MY LANDLORD SAYS “AB 1482” APPLIES INSTEAD OF THE RSO. IS THAT TRUE?

The California Tenant Protections Act (AB 1482) is a state law that also limits rent increases, except the rent increase limit is higher than the RSO. If your rental unit is covered by the RSO, the stricter rent increase limit of the RSO applies.

7 CAN MY RENT *EVER* BE INCREASED ABOVE THE RENT INCREASE LIMIT?

A landlord can petition the City for an additional rent increase in limited circumstances. If this happens, you will be notified when the petition is filed, and you will have a right to respond. You will also be notified if the City grants the petition.

8 MY RENT WAS INCREASED IN VIOLATION OF THE RSO. WHAT CAN I DO?

If you believe your landlord has not complied with the RSO, you can file a Petition for Reduction of Rent with the City. A hearing officer will determine if your landlord has violated the RSO. If so, your landlord will be required to reduce your rent and refund or credit any rent overcharges.



8 HOW DO I FILE A PETITION?

STEP 1: PREPARE

- Review Article 1, Tenant and Landlord Petitions, in the Rent Program Regulations;
- Email rentprogram@antiochca.gov with any questions;
- Gather documents related to your claim.

STEP 2: FILE PETITION

- Complete the Landlord Cover Form and Landlord Petition Attachment;
- File petition materials and supporting documents with the City Clerk's Office;
- Serve the petition materials on your tenant and file a Proof of Service with the City Clerk's Office.

STEP 3: ATTEND HEARING

The hearing officer will schedule a prehearing call with you and your landlord to go over the process and request additional information, if needed. On the hearing day, you will have an opportunity to explain your situation and answer questions. After the hearing, the hearing officer will decide if you are entitled to relief. The City will mail you the decision.

OPTIONAL STEPS:

DESIGNATE A REPRESENTATIVE

You may designate someone else to do some or all of Steps 2 and 3, above, by signing a Designation of Representative form and filing it with the City Clerk's Office.

REQUEST A TRANSLATOR

Upon request, the City will provide translation services during the Prehearing Meeting and Hearing.

9 I HAVE NOT INCREASED RENT SINCE BEFORE THE PANDEMIC. IS IT TOO LATE TO CATCH UP?

A landlord may petition the City for an additional rent increase when needed to maintain a "fair return" on property. The RSO uses the net operating income of 2022 to evaluate fair return based on a presumption that 2022 actually provided a fair return.

If exceptional circumstances caused rental property income in 2022 to be disproportionately low, a landlord can petition for an adjustment of the 2022 net operating income for the purpose of evaluating fair return in subsequent years.

Past increases that were less than the 60% of CPI inflation standard, or no increases at all, could qualify as exceptional circumstances. See Article V, Additional Rent Increases, of the Rent Program Regulations.

10 CAN I RAISE RENT MORE THAN THE RSO ALLOWS TO COVER THE COSTS OF A NECESSARY CAPITAL IMPROVEMENT?

A landlord may petition the City for a temporary additional increase for the purposes of recovering costs of a necessary capital improvement to the rental unit(s).

If granted, the costs will be spread over multiple years. See Article V, Additional Rent Increases, of the Rent Program Regulations.

Rent can never be increase above what the RSO permits unless ordered by a hearing officer.

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LANDLORD FAQS

10 ANSWERS to LANDLORD QUESTIONS about the RENT STABILIZATION ORDINANCE

ANTIOCH
RENT PROGRAM

(925) 779-7017

www.antiochca.gov/rent-program
rentprogram@antiochca.gov

1 WHAT IS THE RSO?

The Rent Stabilization Ordinance (“RSO”) is a City law that limits how much and how often rent can be increased for covered units. The RSO also requires landlords to provide notice to tenants using a City form before rent is increased.

The RSO does not apply to all rental units.

2 HOW DOES THE RSO REGULATE RENT?

For covered rental units, the RSO permits only one rent increase per 12-month period. The rent increase cannot exceed the maximum rent increase limit.

The RSO applies to rent increases on or after August 23, 2022.

3 WHAT IS THE MAXIMUM RENT INCREASE LIMIT?

The maximum rent increase limit depends on inflation but will *never* be higher than 3% of current rent at the time the increase takes effect. If inflation, measured by the “CPI,” is less than 5%, the rent increase limit is 60% of CPI.

Effective Date of Rent Increase	Increase Limit
Aug. 23, 2022 – Jan. 12, 2023	3.0%
Jan. 13, 2023 – Mar. 14, 2023	2.94%
Mar. 15, 2023 – May 10, 2023	TBD

4 HOW IS INFLATION MEASURED?

Inflation is measured by the most recent 12-month percent change in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics (“CPI”). The updated CPI is published every other month.

5 DOES THE RSO APPLY TO MY...

...SINGLE FAMILY HOME?

No, unless your house was built before February 1995 and there is another dwelling unit on the same property.

...DUPLEX ?

Yes, unless your duplex or triplex was built after January 1995.

...ADU?

No, unless your ADU was built before February 1995.

...TOWNHOUSE?

No, unless your townhouse was built before February 1005 and contains more than one dwelling unit.

...APARTMENT COMPLEX?

Yes, unless your apartment complex was built after January 1995.

Unless a rental unit is exempt, the RSO applies.

The two most common exemptions are units that:

- Were built after January 1995; or
- Are “separately alienable.”

Other exemptions may apply in less common circumstances, such as if you live with with you or your family lives with your tenant or shares a bathroom or kitch with your tenant, or if you rent for less than 30 days.

The complete list of exemptions is found in Section 11-1.08 of the Antioch Municipal Code.

6 AB 1482... HOW IS IT DIFFERENT FROM THE RSO? WHICH APPLIES?

The California Tenant Protections Act (AB 1482) is a state law that also limits rent increases, except the rent increase limit is higher than the RSO. AB 1482 *exempts* units that are subject to stricter city rent regulations. If your rental unit is covered by the RSO, the stricter rent increase limit of the RSO applies.

Some units that are exempt under the RSO are subject to AB 1482 rent increase limit. Many units covered by the RSO are protected by the just-cause eviction provisions of AB 1482.

7 WHAT NOTICES DO I NEED TO SEND TO MY TENANT?

The RSO requires a landlord to deliver a Notice of Tenant Rights—New Tenancy on or before the commencement of a new tenancy. Landlords were required to provide this same notice to existing tenants on or before December 31, 2022.

The RSO requires a landlord to deliver a Notice of Tenant Rights—Regulated Rent Increase at the same time any notice of rent increase is delivered.

Rent cannot be increased until a landlord has complied with all notice requirements.

See <https://www.antiochca.gov/rent-program/forms/>



Chapter 11.103 - TENANT ANTI-HARASSMENT

11.103.010 - Short title.

This Ordinance shall be known as the "Tenant Anti-Harassment Ordinance."

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.020 - Purpose.

The Tenant Anti-Harassment Ordinance provided in this chapter augments existing protections provided to residential tenants under federal, state, and local laws to prohibit and deter tenant harassment by landlords in all residential rental units, including single-family residences and condominiums.

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.030 - Applicability.

The Tenant Anti-Harassment Ordinance shall apply to all rental units within the City of Richmond where there is a rental agreement between a landlord and one or more tenants, unless exempted herein. The application of this ordinance includes rental units that may not be covered by the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance.

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.040 - Definitions.

- (a) "Housing services" has the same definition as "housing services" in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Ordinance, as amended (Richmond Municipal Code Chapter 11.100).
- (b) "Landlord" has the same definition as "landlord" in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Ordinance, as amended (Richmond Municipal Code Chapter 11.100).
- (c) "Rent" has the same definition as "rent" in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Ordinance, as amended (Richmond Municipal Code Chapter 11.100).
- (d) "Rental agreement" has the same definition as "rental housing agreement" in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Ordinance, as amended (Richmond Municipal Code Chapter 11.100).
- (e) "Rental unit" has the same definition as "rental unit" in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Ordinance, as amended (Richmond Municipal Code Chapter 11.100).
- (f)

"Tenant" has the same definition as "tenant" in the Richmond Fair Rent, Just Cause for Eviction and Homeowner Ordinance, as amended (Richmond Municipal Code Chapter 11.100).

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.050 - Exemptions.

- (a) Rental units in any hospital, skilled nursing facility or health facility.
- (b) Rental units in a nonprofit facility that has the primary purpose of providing short-term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.
- (c) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time of not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.
- (d) Rental units exempted from Part 4, Title 4, Chapter 2 of the California Civil Code by section 1940(b)(transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates California Civil Code section 1940.1, or successor statute, to avoid tenancy status.

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.060 - Tenant harassment.

No landlord, and no agent or employee of the landlord, shall do any of the following in bad faith:

- (a) Interrupt, terminate, or fail to provide housing services or threaten to interrupt, terminate or fail to provide housing services required by a rental agreement or by state, county or local housing health or safety laws. This includes the following:
 - (1) Curtailing any utility services by any means whatsoever including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services. Utility services includes, but is not limited to, water, heat, electricity, gas, telephone, cable, internet, garbage and recycling collection, and sewage.
 - (2) Impeding reasonable access to the rental unit.
 - (3)

Removing, without replacement within a reasonable time period, when building permits are obtained, if required, doors or windows of the rental unit.

- (b) Fail to perform repairs or threaten to fail to perform repairs or maintenance required by a rental agreement or by state, county or local housing, health or safety laws.
- (c) Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.
- (d) Abuse the right of access into a rental unit as established and limited by California Civil Code section 1954 or successor statute, including entering or photographing portions of the rental unit that are beyond the scope of a lawful entry or inspection.
- (e) Remove from the rental unit personal property, furnishings, or other items that belong to the tenant or that are part of the housing services without the prior written consent of the tenant, except when done pursuant to the procedures set forth in Civil Code section 1980 et seq., or successor statute.
- (f) Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation, or coercion. This includes threatening to report a tenant or other person known to the landlord to be associated with the tenant to any local, state, or federal agency based on their perceived or actual immigration status. The prohibition shall not be construed as preventing communication with such agencies regarding an alleged immigration violation as permitted by law. This provision shall also not be construed to conflict with Civil Code section 1940.2(a)(5) or successor statute.
- (g) Offer payments to a tenant to vacate more than once in six months, after the tenant has notified the landlord in writing the tenant does not desire to receive further offers of payments to vacate.
- (h) Attempt to coerce a tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.
- (i) Threaten the tenant, or their guests, by word or gesture, with physical harm.
- (j) Interfere with a tenant's right to quiet use and enjoyment of a rental unit as that right is defined by California law.
- (k) Violate a law that prohibits discrimination based on actual or perceived race, gender, sexual preference, sexual orientation, ethnic background, nationality, place of birth, immigration or citizenship status, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child.
- (l) Refuse to accept or acknowledge receipt of a tenant's lawful rent payment.
- (m)

Refuse to cash a rent check or money order for more than 30 days.

- (n) Interfere with a tenant's right to privacy or request information that violates a tenant's right to privacy, including, but not limited to, residency or citizenship status or social security number, except as authorized by law.
- (o) Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts.
- (p) Force a tenant to vacate their rental unit and reregister to avoid classification as a tenant under Civil Code section 1940.1. Forced vacation can be implied from the totality of the circumstances.
- (q) Unilaterally impose or require an existing tenant to agree to material new terms of tenancy or to a new rental housing agreement, unless: (1) the change in the terms of tenancy is authorized by the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (RMC 11.100 et seq.), California Civil Code sections 1946.2(f), 1947.5, or 1947.12, or successor statutes, or is required by federal, state, or local law or regulatory agreement with a government agency, or (2) the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new terms as part of the rental agreement. Notwithstanding (1) and (2) of this section, where a rental unit is regulated by the rent control provisions of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (RMC 11.100 et seq.), all change in terms of tenancy must comply with the provisions of Richmond Municipal Code section 11.100 et seq., and accompanying rent board regulations.
- (r) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.070 - Retaliation prohibited.

Retaliation against a tenant because of the tenant's exercise of rights under this chapter is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this chapter in evaluating a claim of retaliation.

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.080 - Notices.

- (a) Landlords are required to provide a written notice via a form prescribed by the city regarding the provisions of Section 11.103.060 to all tenants using the form prescribed by the city, at the beginning of the tenancy and with any notice of termination of tenancy.
- (b) If a rental unit is already occupied, a landlord shall provide a written notice regarding the provisions of Section 11.103.060 to all existing tenants in the form prescribed by the city, within 30 days of the effectiveness of this chapter.
- (c) If rental units subject to this chapter are in a building with an interior common area to which all the building's tenants have access, the landlord must post a written notice regarding the provisions of Section 11.103.060 in at least one such common area in the building via a form prescribed by the city.

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.090 - Severances prohibited.

The following amenities, supplied in connection with use or occupancy of a rental unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies in residential hotels. For purposes of this section, good cause shall include:

- (1) Required by federal, state, or local law;
- (2) For rental units that do not fall under the rent control provisions of Richmond Municipal Code Section 11.100 et seq., acceptance of the severance in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept the severance;
- (3) For rental units that fall under the rent control provisions of Richmond Municipal Code Section 11.100 et seq., Richmond Rent Board or Hearing Examiner approval of the removal of amenities in a manner consistent with Richmond Rent Board Regulations; or
- (4) Severance results from the removal of a balcony for which repair or removal was necessary for safety and the landlord has obtained all necessary permits for the removal.

A severance does not include noticed temporary unavailability of the above housing services to perform necessary work with all required permits.

(Ord. No. 11-21 N.S., § I, 7-22-2021)

11.103.100 - Non-waiverability.

It is against public policy, void and unenforceable to waive or modify any provision of this chapter in an oral or written rental housing agreement.

11.103.110 - Civil remedies.

- (a) Civil. Any aggrieved person, or the city, may enforce the provisions of this chapter by means of a civil action. The burden of proof in such cases shall be preponderance of the evidence.
- (b) Injunction/Equitable Relief. Any person who commits an act or engages in any pattern and practice that violates Section 11.103.060 may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.
- (c) Penalties and Other Monetary Awards. Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of \$1,000.00, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter. A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith. Moreover, any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to \$5,000.00 for each offense committed against a person who is disabled within the meaning of California Government Code section 12926, et seq., or successor statute, or aged 65 or over. The court may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Civil Code section 3294 or successor statute.
- (d) Nonexclusive Remedies and Penalties. The remedies provided in this section are not exclusive and are not intended to be exclusive of each other or to any other existing legal remedies.

Chapter 19.50

RESIDENTIAL TENANT ANTI-HARASSMENT PROTECTION

Sections:

19.50.010 Purpose – Definitions – Citation.

19.50.020 Prohibition of residential tenant harassment.

19.50.030 Landlord retaliation prohibited.

19.50.040 Remedies and penalties.

19.50.050 Lawful evictions.

19.50.060 Severability.

19.50.010 Purpose – Definitions – Citation.

(a) *Purpose.* The purpose of this chapter is to deter harassing behavior by residential real property owners, to encourage such owners to follow the law and uphold their responsibility to provide habitable rental properties, and to give tenants legal recourse when they are subjected to harassment by owners.

(b) *Definitions.* For the purposes of this chapter, the following definitions shall apply:

(1) “Disabled” shall mean the same as that term is defined in Government Code Section [12955.3](#).

(2) “Housing services” include, but are not limited to, repairs, maintenance, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit.

(3) “Owner” or “landlord” shall mean any person, acting as principal or through an employee or property manager, having the right to offer residential real property for rent.

(4) “Rental agreement” shall mean an oral or written lease, sublease, or similar agreement between an owner and a tenant for the lawful occupation of residential real property.

(5) “Rental unit” shall mean any building, structure, or part thereof, or land appurtenant thereto constituting or held out as residential real property, rented or leased to a tenant, together with all housing services connected with use or occupancy thereof such as common areas and recreational facilities held out for use by a tenant, regardless of zoning or permitting status.

(6) “Residential real property” shall have the same meaning as that term is defined in Civil Code Section [1954.51](#), which, for convenience, defines residential real property as follows: “includes any dwelling or unit that is intended for human habitation.”

(7) “Tenant” shall mean any renter, tenant, subtenant, lessee, or sublessee of residential real property together with any other person entitled under the terms of a rental agreement or lease to the use or occupancy of residential real property or a rental unit.

(8) “Tenancy” shall have the same meaning as that term is defined in Civil Code Section [1954.51](#), which, for convenience, defines tenancy as follows: “includes the lawful occupation of residential real property and includes a lease or sublease.”

(c) *Citation.* This chapter may be referred to as the “Residential Tenant Anti-Harassment Protection Ordinance” of the City of Concord.

(Ord. No. 22-9, § 5 (Exh. A))

19.50.020 Prohibition of residential tenant harassment.

No owner acting in bad faith shall engage in any of the following acts or omissions, each of which shall constitute harassment:

(a) *Quiet enjoyment.* Violate or threaten to violate the covenant of quiet enjoyment provided under Civil Code Section [1927](#) including, without limitation:

(1) Conduct elective renovation or construction of the interior of residential real property without the tenant’s express written advance permission;

(2) Cause, directly or indirectly, the interruption or termination of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration;

(3) Otherwise willfully violate or threaten to violate Civil Code Section [789.3](#);

(4) Terminate, interrupt, or fail to provide housing services required by a rental agreement absent a local health or safety emergency (e.g., COVID-19 related gym facility closures, capacity restrictions, or hours limitations) or effect necessary or desirable maintenance, repairs, or renovations and diligently pursuing such to completion. Failure to provide housing services shall include transferring costs to the tenant that by law are paid by the landlord, or charging the tenant for housing services that were not previously charged to that tenant under their rental agreements; or

(5) Other than at the end of a tenant's lease term, unilaterally impose or require an existing tenant to agree to new material terms of tenancy or a new rental agreement, unless the change in the terms of the tenancy is authorized pursuant to state law, including Civil Code Sections [1946.2\(f\)](#), [1947.5](#), or [1947.12](#), or required by federal, state, or local law or regulatory agreement with a government agency.

(6) Notwithstanding the foregoing, reasonably limiting hours of or imposing conditions on access to certain housing services shall not constitute a violation of this section.

(b) Habitability.

(1) Fail to timely perform repairs and maintenance required by a rental agreement or by applicable federal, state, county or local housing, health or safety laws;

(2) Fail to exercise due diligence in completing such repairs once undertaken;

(3) Fail to timely comply with any notice and order to correct violation issued by the city pursuant to the Concord Municipal Code including without limitation Chapter [8.10](#) (Sanitation), Chapter [8.25](#) (Neighborhood Preservation), and Chapter [15.50](#) (Multi-Family Rental Dwelling Units);

(4) Violate the warranty of habitability provided under Civil Code Sections [1941](#) and [1941.1](#); or

(5) Violate the habitability standards and Health and Safety Code Sections [17920.3](#) and [17920.10](#).

(c) Access. Abuse the right of access into residential real property as established by California Civil Code Section [1954](#) or other applicable law. Such abuse includes, without limitation:

(1) Entry for inspections that are not allowed by state law or are unrelated to necessary repairs or services;

- (2) Entry or demands for entry at times outside normal business hours except as requested by the tenant or otherwise permitted by California Civil Code Section [1954](#);
- (3) Entry contrary to a tenant's reasonable request to change the date or time of entry, provided, however the tenant shall make such request 12 hours from delivery of the notice of entry if the owner has hired a third party to perform necessary repairs or services;
- (4) Entry to show the residential real property to a prospective or actual purchaser (if the landlord has not notified the tenant in writing within 120 days of the oral notice that the property is for sale and the tenant was informed they may be contacted to allow for an inspection);
- (5) Photographing or otherwise recording portions of residential real property that are beyond the scope of a lawful entry or inspection as stated on the notice of entry;
- (6) Misrepresenting the reasons for accessing residential real property as stated on the notice of entry, such as using the right of access to collect evidence against the tenant;
- (7) Entry that fails to provide the approximate time window for the entry or provides a time window that is unreasonably excessive in time;
- (8) Failing to timely notify the tenant that entry into the residential real property for which the tenant was previously given notice has been cancelled; or
- (9) Entries that are excessive in number with respect to the reason stated on the notice of entry.

(d) *Forced vacation.*

- (1) Influence or attempt to influence a tenant to vacate residential real property through fraud, misrepresentation, intimidation or coercion, including, without limitation, threaten to report a tenant or other person known to be associated with the tenant to the United States Department of Homeland Security, or otherwise violate Civil Code Sections [1940.2](#) or [1940.35](#).
- (2) Remove a housing service for the purpose of causing the tenant to vacate the rental unit.

(e) *Discrimination.* Discriminate against a tenant based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in violation of the California Fair Employment and Housing Act (FEHA, Government Code Section [12900](#) et seq.); based on sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information,

marital status, sexual orientation, citizenship, primary language, or immigration status in violation of the Unruh Civil Rights Act (Civil Code Section [51](#), et seq.); in violation of the Fair Housing Act (FHA, [42 U.S.C. 3601](#) et seq.); or otherwise in violation of applicable state or federal law.

(f) *Misrepresentation.*

- (1) Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts;
- (2) Provide materially false written or verbal information regarding applicable federal, state, county or local tenant protections, including deliberate mischaracterization of the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, violating Civil Code Section [1632](#), which requires certain rental agreements to be translated; or demanding that a tenant enter into a rent repayment plan to take advantage of tenant protection laws that do not require such plans; or
- (3) Take action to terminate any tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of a rental unit based upon facts which the landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the landlord. No landlord shall be liable under this subsection for bringing an action to recover possession unless and until the tenant has obtained a favorable termination of that action.

(g) *Rent payments.*

- (1) Refuse to acknowledge or accept receipt of a tenant's lawful rent payment as set forth in a rental agreement, by usual practice of the parties, in a notice to pay rent or quit, or otherwise in violation of Civil Code Section [1499](#);
- (2) Refuse to cash or process a full payment rent check or other form of acceptable full rent payment, as provided for in the rental agreement, for over 30 days after it is tendered;
- (3) Fail to maintain a current address for delivery of rent payments;
- (4) Fail to provide a receipt to a tenant for rent or other payments tendered in violation of Civil Code Section [1499](#) and Code of Civil Procedure Section [2075](#);
- (5) Fail to allow a tenant to pay rent and deposit of security by at least one form of payment that is neither cash nor electronic funds transfer, except where otherwise permitted by Civil Code

Section [1947.3](#)(a)(2); or

(6) This section does not apply to payments from third parties except as required under Civil Code Section [1947.3](#), partial rent payments, or when accepting payment would waive or could be construed to waive a breach of the rental agreement, invalidate a tenant's 30-day notice of intent to vacate, or invalidate a three-day notice to pay or quit. For such cases to be excluded from this subsection, the landlord must notify the tenant in writing of the reason for the failure to accept cash, or process payment.

(h) *Privacy*. Violate a tenant's right to privacy, such as:

(1) Requesting information regarding residence or citizenship status, protected class status, or Social Security number (except for, in the case of a Social Security number, for purposes of obtaining information for the qualifications for a tenancy), or refusing to accept equivalent alternatives to such information or documentation that does not concern immigration or citizenship status, e.g. an Individual Taxpayer Identification Number (ITIN);

(2) Releasing such information except as required or authorized by law or in violation of applicable state and/or federal law; or

(3) Requesting information regarding a tenant's relationship status in violation of state or federal law.

(i) *Tenant unions*. Interfere with the right of tenants to:

(1) Organize as tenants and engage in concerted activities with other tenants for the purpose of mutual aid and protection including concerns regarding repairs and maintenance, rent amounts or rent increases, evictions, discrimination, or harassment, regardless of whether the tenants share the same landlord or management company.

(2) Convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement(s).

(3) Contact other tenants and offer such tenants literature informing them of their rights and of opportunities to involve themselves in tenant organizing/tenant union activities.

(4) Distribute and post such literature on bulletin boards or other areas that the owner has designated for tenant use or free speech activities.

(5) Exercise their rights under Civil Code Section [1942.6](#), which, for convenience, provides as follows:

Any person entering onto residential real property, upon the invitation of an occupant, during reasonable hours or because of emergency circumstances, for the purpose of providing information regarding tenants' rights or to participate in a lessees' association or association of tenants or an association that advocates tenants' rights shall not be liable in any criminal or civil action for trespass.

The Legislature finds and declares that this section is declaratory of existing law. Nothing in this section shall be construed to enlarge or diminish the rights of any person under existing law.

(6) Nothing in this section is intended to require that any owner allow tenant organizers, advocates, or representatives working with or on behalf of tenants living at the residential real property access to such residential real property (e.g., pursuant to Cedar Point Nursery v. Hassid, 141 S.Ct. 2063 (2021) and progeny) except as expressly provided in Civil Code Section [1942.6](#) or to the extent such access constitutes a regulatory taking.

(j) *Other acts.*

(1) Communicate with a tenant in a language other than English or the tenant's primary language for the purpose of intimidating, confusing, deceiving, annoying, seriously alarming, or harassing the tenant;

(2) Communicate with a tenant via text message after the tenant has informed the landlord in writing (i.e., not via text message) that the tenant objects to communications via text message;

(3) Engage in other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy; or

(4) Secure any modification or waiver, whether oral or written, of any provision of this chapter. Any such waiver or modification is hereby declared to be against public policy and is void and unenforceable.

(Ord. No. 22-9, § 5 (Exh. A))

19.50.030 Landlord retaliation prohibited.

Under Civil Code Section [1942.5](#), it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising their legal rights. No landlord may take any action increasing any rental amount,

reducing any housing service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of assertion of any rights or use of any remedy provided by this chapter.

(Ord. No. 22-9, § 5 (Exh. A))

19.50.040 Remedies and penalties.

(a) If an owner violates the terms of this chapter, an aggrieved tenant may institute a civil action for injunctive relief, actual, statutory, or direct money damages, and any other relief that the court deems appropriate, which shall include a civil penalty of no less than \$2,000, and no more than \$5,000, per violation, at the discretion of the court. If the aggrieved tenant is older than 65 or disabled, the court may award an additional civil penalty of up to \$5,000 per violation, at the discretion of the court.

(b) Any person who violates, aids, abets, or incites another person to violate this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for minimum damages in the sum of \$1,000, whichever is greater, and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be tripled if the trier of fact finds that the defendant acted in knowing violation of or in reckless disregard of this chapter.

(c) The court may award punitive damages in a proper case as set out in Civil Code Section [3294](#) and pursuant to the standards set forth in that code section or any successor thereto, but may not award both punitive damages and triple damages.

(d) The court shall award reasonable attorneys' fees and costs to a tenant who prevails in any such action. The court shall award reasonable attorneys' fees and costs to an owner who prevails in any such action if the court determines that the tenant's action was frivolous.

(e) The remedies available under this section shall be in addition to any other existing remedies which may be available to the residential tenant under applicable federal, state, county, or local law.

(Ord. No. 22-9, § 5 (Exh. A))

19.50.050 Lawful evictions.

Nothing in this chapter shall be construed as to prevent an owner from lawfully evicting a tenant pursuant to applicable federal, state, county, or local law.

(Ord. No. 22-9, § 5 (Exh. A))

19.50.060 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

(Ord. No. 22-9, § 5 (Exh. A))

The Concord Municipal Code is current through Ordinance 22-13, passed December 6, 2022.

Disclaimer: The city clerk's office has the official version of the Concord Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.cityofconcord.org/>

City Telephone: (925) 671-3495

[Code Publishing Company](#)

ARTICLE XVIII. - FAIR HOUSING AND TENANT PROTECTIONS

6-61.10 - Title.

This article shall be known as the City of Alameda Fair Housing and Tenant Protection Ordinance.

(Ord. No. 3251 N.S., § 1, 9-17-2019)

6-61.15 - Definitions.

The definitions set forth in Article XV of Chapter VI of this Code shall apply to this article; except that the term "Housing Accommodation" shall mean any dwelling unit, mobile home, or houseboat offered or available for rent in the City of Alameda, and all housing services in connection with the use or occupancy thereof.

(Ord. No. 3251 N.S., § 1, 9-17-2019)

6-61.20 - Exemptions and Exclusions.

a. Nothing in this article shall be construed as to:

1. Prevent the lawful eviction of a tenant by appropriate legal means;
2. Force a person to rent a housing accommodation to a family whose total number of persons exceeds the reasonable living space available in a housing accommodation;
3. Waive any Federal, State, or local law relating to occupancy or density; or
4. Regulate in any manner preempted by state or federal laws.

b. The following are exempt from the provisions of this article:

1. Rooms in hotels, motels, inns, tourist homes, short term rentals, rooming or boarding houses, provided that such rooms are not occupied by the same occupant or occupants for more than thirty (30) consecutive days;
2. Commercial units, such as office condominiums, commercial storage units or units subject to Section 30-15 of the Alameda Municipal Code (Work Live Studios);
3. Rooms in any hospital or in a facility for assisted living, skilled nursing, convalescence or extended care;
4. Rooms in a facility that provide a menu of services including, but not limited to, meals, continuing care, medication management, case management, counseling, transportation and/or a wellness clinic, and for which services an occupancy agreement is typically required, and regardless of whether the occupant must pay additionally for some services;
- 5.

Rooms in a convent, monastery, fraternity or sorority house or in a building owned, operated or managed by a bona fide education institution for occupancy by students;

6. Rooms in a building or dwelling unit where the primary use is providing short-term treatment, assistance or therapy for alcohol, drug or other substance abuse and the room is provided incident to the recovery program and where the occupant has been informed in writing of the temporary or transitional nature of the arrangement at the inception of the occupancy.

7. Community cabins.

(Ord. No. 3251 N.S., § 1, 9-17-2019)

6-61.30 - Disruption of Housing Services.

- a. No landlord shall, with respect to property used as a housing accommodation under any rental agreement, other tenancy or estate at will, or occupancy agreement, however created, do any of the following:
1. Interrupt or terminate any utility service furnished to the housing accommodation by any means whatsoever including, but not limited to, the cutting of wires, removing fuses, switching of breakers, or not paying the utility bills when the utility bills are in the name of the landlord.
 2. Prevent the tenant from gaining reasonable access to the housing accommodation by changing the locks or using a bootlock or by any other similar method or device.
 3. Removal without replacement within a reasonable time period, doors or windows of the housing accommodation.
 4. Remove from the housing accommodation personal property, the furnishings, or any other items without the prior written consent of the tenant, except when done pursuant to the procedures set forth in Chapter 5 (commencing with Section 1980) of Title 5 of Part 4 of Division 3 of the Civil Code.
 5. This section shall not be construed to prevent construction, maintenance, or repair activities undertaken in good faith and in compliance with all applicable laws.

(Ord. No. 3251 N.S., § 1, 9-17-2019)

6-61.40 - Prohibition Against Harassment.

No landlord shall, with respect to property used as a housing accommodation under any rental agreement, other tenancy or estate at will, occupancy agreement, however created, do any of the following in bad faith:

- a. Interrupt, terminate or fail to provide housing services required by contract or by State, County or local housing, health or safety laws;

- b. Fail to perform repairs and maintenance required by contract or by State, County or local housing, health or safety laws;
- c. Fail to exercise due diligence in completing repairs and maintenance once undertaken;
- d. Abuse the landlord's right of access into a housing accommodation as that right is specified in California Civil Code Section 1954. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry;
- e. Abuse the tenant with words or conduct which are offensive and inherently likely to provoke an immediate violent reaction;
- f. Influence or attempt to influence a tenant to vacate a housing accommodation through fraud, intimidation or coercion;
- g. Threaten the tenant, by word or gesture, with physical harm;
- h. Violate any law which prohibits discrimination based on race, gender, gender identity, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child;
- i. Interfere with a tenant's right to quiet use and enjoyment of a housing Accommodation as that right is defined by California law;
- j. Refuse to acknowledge receipt of a Tenant's lawful rent payment;
- k. Interfere with a tenant's right to privacy, including, but not limited to, entering or photographing portions of a housing accommodation that are beyond the scope of a lawful entry or inspection.

(Ord. No. 3251 N.S., § 1, 9-17-2019)

6-61.50 - Prohibition Against Housing Discrimination.

It shall be unlawful for any landlord to do or attempt to do any of the following:

- a. Refuse to rent or lease a housing accommodation or access to or use of the common areas and facilities of the housing accommodation, serve a notice of termination of tenancy, commence an unlawful detainer action, or otherwise deny to or withhold from any person or persons, a housing accommodation on the basis of disability, age, source of income, parenthood, pregnancy, or the potential or actual occupancy of a minor child.
- b. Represent to any person, on the basis of disability, age, source of income, parenthood, pregnancy, or the potential or actual occupancy of the minor child that a housing accommodation is not available for inspection or rental when such housing accommodation is in fact available for inspection or rental.

- c. Make, print, advertise or publish, or cause to be made, printed, advertised or published any notice, statement, sign, advertisement, application, or contract with regard to a housing accommodation offered by that person that indicates any preference, limitation, or discrimination with respect to disability, age, source of income, parenthood, pregnancy, or the potential or actual occupancy of a minor child.
- d. Include in any rental agreement for a housing accommodation a clause providing that as a condition of continued occupancy, the tenant shall remain childless or shall not bear children or otherwise not maintain a household with a person or persons of a certain age.
- e. Threaten to commence or commence eviction proceedings against any tenant on the grounds that the tenant has breached a rental agreement if the alleged breach arises out of an increase in the number of occupants due to the marriage of the tenant, provided that the occupancy of the spouse and children of the spouse is otherwise lawful.
- f. Threaten to commence or commence eviction proceedings against any tenant head of household on the grounds that the tenant has violated the provisions of a rental agreement where the violation consists of an increase in the number of occupants arising out of the birth, adoption, or change of legal custody of a minor child of whom the tenant head of household or the tenant's spouse is the parent or legal guardian, and provided that the occupancy of the minor child is otherwise lawful.
- g. Refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy any housing accommodation.
- h. Refuse to allow a person to make reasonable modifications, alterations or additions to existing housing accommodation occupied or to be occupied by a person with a disability that are necessary to make the housing accommodation accessible by persons with disabilities, under the following conditions:
 - 1. The Landlord is not required to pay for the alterations, additions, or restoration unless otherwise required by State or Federal law;
 - 2. The landlord has the right to demand assurances that all modifications will be performed in a professional manner, and in accordance with applicable building codes, permitting requirements and other applicable laws;
 - 3. The landlord may, where it is reasonable to do so, condition permission for modification on the tenant's agreement to restore the interior of the housing accommodation to its preexisting condition, reasonable wear and tear excepted.
- i. For purposes of this section, "source of income" includes any lawful source of income or rental assistance from any Federal, State, local or non-profit-administered benefit or subsidy program including, but not limited to, the Section 8 voucher program.

j. This section shall not apply to or be construed to affect:

1. Any housing accommodation designed and operated exclusively for senior adults, and their spouses, or any nursing home, convalescent home, or retirement home;
2. Any housing accommodation where the landlord owns and lives on the property and shares private living quarters, such as kitchens, bathrooms bedrooms or living rooms, with tenant(s).

(Ord. No. 3251 N.S., § 1, 9-17-2019)

6-61.60 - Penalties for Violations.

- a. The City may issue an administrative citation to any landlord for a violation of this article. The fine for such violations shall be two hundred fifty (\$250.00) dollars for the first offense, a fine of five hundred (\$500.00) dollars for a second offense within a one (1) year period and a fine of one thousand (\$1,000.00) for a third offense within a one (1) year period.
- b. Any person violating any provision of this article shall be guilty of an infraction which shall be punishable by a fine not exceeding two hundred fifty (\$250.00) dollars, or a misdemeanor, which shall be punishable by a fine not exceeding one thousand (\$1,000.00) dollars per violation, or by imprisonment in the County jail for a period not exceeding six (6) months, or by both such fine and imprisonment.
- c. Any aggrieved person, including the City and the people of the State of California, may enforce and seek to enjoin against any violation of this article by means of a civil action. The burden of proof in such cases shall be preponderance of the evidence. As part of any civil action brought by the people of the State of California or the City to enforce this article, a court shall assess a civil penalty in an amount up to the greater of two thousand five hundred (\$2,500.00) dollars per violation per day or ten thousand (\$10,000.00) dollars per violation, fifty (50%) percent payable to the City and fifty (50%) percent payable to the victims, against any person who commits, continues to commit, operates, allows or maintains any violation of this article, and against any person who aids or incites another person to violate the provisions of this article. Any violator shall be liable for an additional civil penalty of up to five thousand (\$5,000.00) dollars for each offense committed against a person who is disabled or is a senior adult, payable to the victims. The court may also award punitive damages to any plaintiff, including the City and the people of the State of California, in a proper case as defined by Civil Code Section 3294. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.
- d. Any housing accommodation business conducted or maintained contrary to this article shall constitute a public nuisance.
- E. The remedies provided in this article are not exclusive, and nothing in this article shall preclude any person from seeking any other remedies, penalties or procedures provided by law.



INFORME DEL PERSONAL AL CONSEJO MUNICIPAL

FECHA: Reunión ordinaria del 9 de mayo de 2023

TO: Honorable Alcalde y Miembros del Concejo Municipal

PRESENTADA POR: Rachel Hundley, Abogada Asistente de la Ciudad

APROBADO POR: Thomas Lloyd Smith, Abogado de la Ciudad

ASUNTO: Presentación y discusión sobre políticas y programas de protección de inquilinos, incluido el programa de alquiler, el acoso y el desalojo por causa justa

ACCIÓN RECOMENDADA

Se recomienda que el Concejo Municipal reciba una presentación y de dirección sobre la próxima fase de las políticas y programas de protección de inquilinos.

IMPACTO FISCAL

No hay impacto fiscal de la discusión y la dirección bajo este punto. Sin embargo, la plena aplicación de la Ordenanza de estabilización de alquileres y la adición de nuevas políticas de protección de los inquilinos requerirán un estudio de tarifas y una dotación de personal considerable, incluido el apoyo jurídico y administrativo. El personal para el Programa de Alquiler, incluye las funciones adicionales relacionadas con los programas contra el acoso y el desalojo por causa justa, se financiaría con las tarifas del Programa de Alquiler. La dirección sobre los programas futuros anticipados ayudará a la Oficina del Fiscal de la Ciudad a desarrollar un estudio de tarifas para respaldar las posibles tarifas futuras del programa.

DISCUSIÓN

Políticas de protección de inquilinos de Antioch

Políticas actuales; Políticas en desarrollo

El Concejo Municipal ha adoptado una variedad de políticas y programas para proteger la seguridad, la salud y el bienestar de los inquilinos residenciales. A principios de este año, el Concejo Municipal ordenó al personal que actualizara e implementara el programa de inspección de alquileres de la Ciudad para garantizar que el stock de viviendas de alquiler existente se mantenga en condiciones habitables. Se anticipa que

el Concejo Municipal considerará una ordenanza relacionada con esta actualización a finales de este año.

El otoño pasado, el Concejo Municipal adoptó una Ordenanza de Estabilización de Alquileres ("RSO") para regular los aumentos de alquiler para unidades de alquiler que la Ciudad está autorizada por la ley estatal para regular. Se adjuntan copias de folletos informativos para inquilinos y propietarios sobre el Programa de Alquiler de Antioch. El Concejo Municipal también financia y colabora con organizaciones asociadas y otros proveedores que asesoran a inquilinos y propietarios sobre los derechos y obligaciones estatales y federales y ayudan a acceder a los recursos disponibles.

Políticas adicionales identificadas para su consideración

En sus discusiones sobre la vivienda y las protecciones de los inquilinos y su aprobación inicial de la Actualización del Elemento de Vivienda 2023-2031 de la Ciudad de Antioch ("Elemento de Vivienda"), el Concejo Municipal ha identificado políticas y programas adicionales de protección de inquilinos para su consideración.¹ Los miembros del Concejo Municipal también han solicitado que los temas de desalojo por causa justa y protección contra el acoso de inquilinos se agreguen a una agenda para discusión.

El Plan de Acción de Vivienda Justa de la Ciudad (Elemento de Vivienda, Tabla 3-4), es un programa de acciones de la Ciudad para abordar la discriminación pasada y presente en la vivienda, incluyendo patrones y disparidades en las oportunidades. El Plan de Acción de Vivienda Justa establece que la Ciudad tomará medidas para "Proteger a los residentes existentes del desplazamiento" (Área de Acción 4) al "establecer protecciones para los inquilinos que promuevan la intención de AB 1482 con posibles medidas relacionadas con el control de alquileres, antiacoso, causa justa y ordenanzas de derecho a un abogado; así como políticas de reubicación, documentación y derecho al retorno en casos de desalojo".

El cronograma previsto para esta acción es tener un plan de dotación de personal y un diseño de programa establecidos para abril de 2024.

Por separado, el Capítulo 7 del Elemento de Vivienda proporciona una lista de gobiernos, objetivos cuantificados y políticas para el mantenimiento, preservación y desarrollo de viviendas en Antioch. Uno de esos objetivos es "Proporcionar igualdad de oportunidades de vivienda para todos los residentes actuales y futuros de Antioch" (Objetivo 5) "Reducir el desplazamiento de las comunidades de color de bajos ingresos al mejorar las protecciones para inquilinos y propietarios vulnerables y preservar viviendas asequibles en áreas que se están gentrificando o en riesgo de gentrificación" (Política 5.4).

¹ Aunque el Concejo Municipal aprobó el 6^{ésimo} Actualización del elemento de vivienda del ciclo el 23 de enero de 2023, no fue aceptado por el Departamento de Vivienda y Desarrollo Comunitario de California y regresará al Concejo Municipal en una fecha futura.

Bajo el Programa 5.1.8, la Ciudad implementará esta meta de Vivienda Justa y el objetivo de la política contra el desplazamiento, en parte, mediante el desarrollo de protecciones para inquilinos en toda la ciudad. Las posibles políticas de protección de inquilinos incluyen "antiacoso, desalojo por causa justa, Ley de Oportunidad de Compra de Inquilinos (TOPA), Ley de Oportunidad de Compra Comunitaria (COPA) y estabilización de alquileres".

El cronograma de implementación provisto para este programa es iniciar un proceso de participación pública y divulgación para junio de 2023.

Discusión y dirección del Concejo Municipal

Nota: Véase la sección Antecedentes al final de este informe del personal técnico para obtener resúmenes de los conceptos de política y las políticas existentes relacionadas con cada uno de los temas de discusión a continuación.

Registro de Unidades de Alquiler

El registro de unidades de alquiler autorizado por la RSO se refiere únicamente a las unidades de alquiler reguladas por la RSO. Un registro de todas las unidades de alquiler en la Ciudad permitiría al actual Programa de Alquiler verificar y rastrear las exenciones bajo la RSO. Un registro completo también apoyaría el programa de inspección de alquileres, que actualmente incluye un requisito de registro separado, y otros programas anticipados de protección de inquilinos.

El personal ha preparado una ordenanza en anticipación del programa actualizado de inspección de alquiler, políticas adicionales de protección de inquilinos y un registro completo de unidades de alquiler administrado con el programa de licencias comerciales para propietarios. Esta ordenanza también autorizaría al Departamento de Finanzas a cobrar tarifas relacionadas con las unidades de alquiler si es adoptada por el Concejo Municipal.

Dirección del Concejo: Si el Concejo Municipal desea proceder con estos cambios para facilitar un registro completo de unidades de alquiler, el personal presenta la ordenanza propuesta al Concejo Municipal en junio.

Anti-Represalias

Se recomienda que se agregue una prohibición contra represalias al Título 11, Protecciones para inquilinos. Esta disposición se aplicaría a las protecciones existentes, como la Ordenanza de Estabilización de Alquileres, así como a las futuras protecciones para inquilinos que se agregan al Título 11.

Dirección del Consejo: Si el Concejo Municipal desea agregar una disposición contra represalias al título de Protección de Inquilinos del código municipal, el personal presentaría una ordenanza propuesta al Concejo Municipal para su consideración en junio.

Protecciones de desalojo

Capacidad del programa existente

El Programa de Alquileres administra actualmente la ordenanza de estabilización de alquileres. Cuando el Concejo Municipal adoptó la Ordenanza de Estabilización de Alquileres, se proyectó que la implementación de la ordenanza requeriría personal dedicado para participar en actividades de educación pública y cumplimiento, responder a las preguntas de inquilinos y propietarios, procesar peticiones e implementar las otras funciones incluidas en la ordenanza. El personal solicitado incluyó un Fiscal Adjunto de la Ciudad a tiempo completo y un Análisis Administrativo. Los fondos para esta solicitud no fueron aprobados, y el Programa de Alquiler no tiene personal dedicado. Se anticipa que los costos del Programa de Alquiler se recuperarán a través de un programa de tarifas. Como resultado, la RSO no se implementa plenamente.

El Programa de Alquiler recibe regularmente solicitudes de información de inquilinos y propietarios por correo de voz y correo electrónico. Varios inquilinos han informado que resolvieron los problemas de cumplimiento del propietario al proporcionar información sobre la RSO a su arrendador. Muchos propietarios han expresado su deseo de comprender sus obligaciones y obtener los formularios necesarios para cumplir. Actualmente, la mayoría de estas solicitudes se abordan dentro de 1-2 semanas. La mayoría de las preguntas recibidas por el Programa de Alquiler se refieren a la aplicación de la RSO o sus exenciones a una unidad en particular, el proceso de petición y el límite actual de aumento de alquiler. Según el número de solicitudes recibidas, existe la necesidad de educación y divulgación para los inquilinos que viven en complejos de apartamentos más grandes, así como para la administración de la propiedad. La información y los documentos relacionados con la RSO están disponibles en el sitio web del Programa de Alquiler. No se han realizado talleres ni campañas de divulgación.

Capacidad adicional del programa

Si el Concejo Municipal decide seguir adelante con las protecciones de desalojo, el personal regresará con información más detallada sobre las necesidades anticipadas de personal basadas en los diferentes niveles de participación de la Ciudad con las restricciones locales. Como mínimo, se necesita apoyo legal para redactar la(s) ordenanza(s) y los reglamentos de aplicación, así como proporcionar asesoramiento técnico al público y al personal que no es abogado. Se necesita personal de apoyo administrativo para preparar materiales informativos y responder a las preguntas. Se necesitaría personal adicional si la Ciudad participará en el monitoreo del cumplimiento, el apoyo a los inquilinos, la resolución de disputas y la aplicación.

El Programa de Alquiler de la Ciudad de Alameda es administrado por la Oficina del Fiscal de la Ciudad. Alameda ha presupuestado 9.35 empleados de tiempo completo para su Programa de Alquiler. Una lista de puestos de personal dedicados para el Programa de Alquiler de Alameda se encuentra en la tabla a continuación. El presupuesto anual de este programa es de \$ 2 millones, que se financia con las tarifas

del programa. El programa de Alameda incluye un Registro de Unidades de Alquiler, así como programas de estabilización de alquiler, desalojo por causa justa y mediación.²

El Programa de Alquiler de la Ciudad de Richmond es administrado por una Junta de Alquileres designada. Richmond ha presupuestado 13 empleados de tiempo completo para su Programa de Alquiler. Una lista de puestos de personal dedicados para el Programa de Alquiler de Richmond se encuentra en la tabla a continuación. El presupuesto anual de este programa es de \$ 3.62 millones, que se financia con las tarifas del programa. El programa de Richmond incluye un Registro de Alquileres, que requiere mayor apoyo administrativo que un Registro de Unidades de Alquiler, así como programas de estabilización de alquileres, desalojo por causa justa y mediación.³

	Programa de Alquiler ciudad de Alameda	Programa de alquiler de la ciudad de Richmond	Programa de alquiler de la ciudad de Antioch
Población	76,362	115,639	114,794
Unidades de alquiler	14,196	18,150	13,960*
ETC presupuestados	9.35	13	TBD
Presupuesto por programas (anual)	\$ 2 millones	\$ 3,62 millones	TBD
Personal dedicado del programa	Director del Programa de Alquiler Gerente del Programa de Alquiler Asesor Especial Asesor Especial Programa de Alquiler/Especialista en Vivienda Programa de alquiler / Especialista en vivienda	Director Ejecutivo Subdirector Asesor Jurídico Abogado del Personal Examinador auditivo Analista Senior de Servicios del Programa de Alquiler Analista Senior de Servicios del Programa de Alquiler	TBD

² Para ver el Informe Anual del Programa de Alquiler de Alameda, consulte <https://www.alamedarentprogram.org/files/sharedassets/housingauth/resources/2022-rent-program-annual-report.pdf>.

³ Para ver el Informe Anual del Programa de Alquileres de Richmond disponible más recientemente, consulte <https://www.ci.richmond.ca.us/DocumentCenter/View/59562/FY19-20-and-FY-20-21-Annual-Report-Final>.

	Programa de Alquiler ciudad de Alameda	Programa de alquiler de la ciudad de Richmond	Programa de alquiler de la ciudad de Antioch
	Programa de Alquiler/Especialista en Vivienda Asistente del Programa de Alquiler Especialista Paralegal y de Vivienda	Analista de Servicios del Programa de Alquiler I Analista de Servicios del Programa de Alquiler II Asistente Administrativo Asistente Administrativo Asistente Administrativo Estudiante Administrativo Pasante	

** Estimación basada en los datos disponibles. Un Registro de Unidades de Alquiler completo permitiría a la Ciudad recopilar información más precisa sobre las unidades de alquiler en Antioch.*

Protección contra el acoso

No hay protecciones contra el acoso de la Ciudad para los inquilinos. Si lo desea, el Concejo Municipal podría adoptar una ordenanza que haga ilegal que un propietario residencial tome o no tome acciones específicas relacionadas con el inquilino o la propiedad de alquiler de mala fe. La ordenanza también especificaría los recursos disponibles para los inquilinos que están sujetos a una ley de prohibición. Se adjuntan ejemplos de ordenanzas contra el acoso en otras ciudades (Richmond, Concord y Alameda).

Dirección del Consejo: Si el Concejo Municipal desea proceder con las protecciones contra el acoso, el personal regresaría con un tema de discusión sobre el presupuesto del programa, el personal, el cronograma y las opciones para las decisiones políticas. Si el Concejo Municipal prefiere una de las ordenanzas de ejemplo adjuntas, se usaría como punto de partida para un mayor refinamiento basado en instrucciones adicionales.

"Causa justa"

No hay un requisito de la Ciudad de que un propietario tenga una causa justa para el desalojo residencial. Si lo desea, el Concejo Municipal podría adoptar una ordenanza que refina y regula aún más las causas sin culpa.

Muchas ordenanzas locales se centran en preguntas que incluyen, pero no se limitan a, las siguientes.

- **La amplitud de aplicación:**
 - ¿Incluir viviendas unifamiliares en las que no vive el propietario?
 - ¿Incluye unidades construidas en los últimos 15 años?

- ¿Incluir unidades de inquilinos que han residido en sus unidades por menos de doce meses?
- **Derecho a volver a la unidad:**
 - ¿Debería un inquilino tener un "derecho a regresar", lo que significa que si la unidad previamente ocupada por el inquilino se pone nuevamente a disposición para alquilar, ¿se debe exigir al propietario que se la ofrezca al antiguo inquilino?
 - Si existe un "derecho de devolución", ¿debería el alquiler inicial a la devolución ser el alquiler en el momento del desalojo?
 - ¿Debería haber un límite de tiempo para el derecho al retorno?
- **Remodelaciones:**
 - ¿Qué constituye una remodelación sustancial como una causa justa permitida sin culpa?
 - ¿Qué debería suceder si una remodelación a corto plazo es necesaria por razones de salud y seguridad?
- **Pago de reubicación:**
 - ¿Es el equivalente a un mes de alquiler una compensación suficiente para un desalojo sin culpa?
 - Si no es así, ¿qué es una compensación justa?

Algunas ordenanzas de protección contra el desalojo se dirigen a los miembros de la comunidad para los cuales los desalojos se consideran especialmente perjudiciales. Por ejemplo, algunas ordenanzas prohíben los desalojos que causarían que los niños en edad escolar se muden durante el año escolar. Algunas ordenanzas requieren que los propietarios les den a las personas mayores más tiempo para reubicarse y / o otorguen una compensación adicional a las personas mayores.

Dirección del Consejo: Si el Concejo Municipal desea proceder con el desalojo por causa justa, el personal regresaría con un tema de discusión sobre el presupuesto del programa, el personal, el cronograma, ejemplos de ordenanzas y opciones para decisiones políticas. Ya sea que se trate de una ordenanza separada o incluida con una ordenanza de desalojo por causa justa, el personal recomienda que el Concejo Municipal considere la cuestión de adoptar regulaciones bajo la Ley Ellis relacionadas con los desalojos basados en la unidad de alquiler que se elimina del mercado de alquiler.

ANTECEDENTE

Registro de Unidades de Alquiler

Un registro de unidades de alquiler proporciona información precisa y completa que se utiliza para monitorear los programas de regulación, rastrear la aplicación del código, calcular y evaluar los programas de tarifas y proporcionar información directamente a los propietarios e inquilinos. Este tipo de base de datos se crea exigiendo a los propietarios que registren sus unidades de alquiler.

El Departamento de Finanzas administra el Programa de Licencia de Negocios de Propietarios Residenciales, que requiere que todos los propietarios residenciales tengan una licencia comercial de propietario. Como resultado, la Ciudad ya tiene una base de datos de propietarios residenciales. Al adoptar la Ordenanza de Estabilización de Alquileres, el Concejo Municipal autorizó un registro de unidades de alquiler. Para implementar este registro, el Programa de Alquiler ha estado trabajando con el Departamento de Finanzas para ampliar la solicitud de licencia comercial del propietario para incluir información sobre unidades de alquiler individuales. Además, se prevé que las tarifas del programa relacionadas con las unidades de alquiler también se administrarán a través de este sistema central existente.

Anti-Represalias

Las políticas antirrepresalias prohíben a los propietarios tomar represalias contra un inquilino porque el inquilino ha ejercido o hecho valer ciertos derechos legales, como informar inquietudes de habitabilidad a una agencia gubernamental con respecto a la habitabilidad de la unidad o notificar al propietario que un aumento de alquiler propuesto excede el límite de estabilización del alquiler.

Protección Contra desalojos

"Desalojo" es el acto de desposeer a un inquilino de una propiedad de alquiler e incluye actos que resultan en la eliminación del inquilino de la propiedad. En este contexto, el "desalojo" incluye cualquier terminación de un arrendamiento causado por un propietario y no se limita a los desalojos que involucran procedimientos legales. El "desalojo constructivo" ocurre cuando un propietario ha actuado (o no ha actuado) de una manera que hace que la propiedad de alquiler sea inhabitable. Esto podría incluir no mantener la propiedad en condiciones habitables, hacer amenazas u otros actos de intimidación e interferir con el disfrute tranquilo de la propiedad por parte del inquilino.

Las "protecciones de desalojo" son una categoría de políticas que regulan los motivos para el desalojo y el proceso de desalojo y proporcionan a los inquilinos ciertos derechos relacionados con el desalojo. La Ley de Protección de Inquilinos de California de 2019, Secciones 1945.2, 1947.12 y 1947.13 del Código Civil ("CPTA") proporciona protecciones de desalojo a los inquilinos aplicables en el Estado. Las ciudades pueden adoptar protecciones locales adicionales de desalojo siempre que estén dentro de la autoridad de la ciudad y no entren en conflicto con la ley estatal o federal. Muchas protecciones locales de desalojo proporcionan una defensa legal afirmativa para un inquilino que está recibiendo una demanda de retención ilegal por parte de un propietario.

Protección contra el acoso

El acoso al inquilino ocurre cuando un propietario utiliza métodos agresivos, coerción, fraude o intimidación para hacer que el inquilino desocupe la propiedad de alquiler y es un tipo de "desalojo constructivo". La ley estatal proporciona cierta protección y recursos a los inquilinos que experimentan acoso de inquilinos. Bajo el Código Civil § 1940.2, un

propietario no puede forzar ilegalmente a un inquilino a salir de su apartamento o casa utilizando los siguientes métodos:

- Participar en una conducta forzante o amenazante;
- Revelar información sobre el estado migratorio o de ciudadanía percibido del inquilino o alguien cercano a ellos;
- Amenazar con llamar a las autoridades de inmigración para obligar a un inquilino a salir;
- Interferir con el derecho del inquilino al disfrute tranquilo de su propiedad;
- Entrar en la unidad de alquiler sin el consentimiento del inquilino en violación sustancial de la ley; y
- Tomar, privar o quitar la propiedad del inquilino de su hogar sin permiso.

Un propietario que ha acosado ilegalmente a un inquilino puede tener que pagar multas civiles de hasta \$ 2,000 por cada caso de acoso. Un arrendador que divulgue información sobre el estado migratorio o de ciudadanía del inquilino a un funcionario del gobierno con el propósito de acosar, intimidar o tomar represalias contra el inquilino recibirá la orden de pagar daños legales obligatorios por un monto de 6 a 12 veces el alquiler mensual.

Existen limitaciones a este recurso de la ley estatal. Un inquilino que busque alivio bajo la ley estatal tendría que presentar una demanda civil contra el propietario y probar que el propietario actuó con el propósito de influir en el inquilino para que desaloje su vivienda. Muchos inquilinos no tienen los recursos para buscar este tipo de remedio, y no hay ninguna disposición para recuperar los honorarios de los abogados.

"Causa justa"

Una política de desalojo "just cause" ("Causa Justa") es una forma de protección contra el desalojo que busca prevenir desalojos arbitrarios, de represalia o discriminatorios. Just Cause puede prevenir el desplazamiento y promover la estabilidad del inquilino, especialmente en vecindarios que están en riesgo de gentrificación, al limitar las razones por las cuales un propietario puede desalojar a un inquilino. Aunque Just Cause restringe los motivos de desalojo, mantiene los derechos del propietario para hacer cumplir los términos de un contrato de alquiler legal y rescindir un arrendamiento por incumplimiento.

Una "causa justa" es una circunstancia bajo la cual se le permite a un propietario desalojar a un inquilino. Los ejemplos comunes de "causa justa" para los desalojos incluyen inquilinos que no pagan el alquiler, uso ilegal de una unidad de alquiler, incumplimiento por parte del inquilino de un plazo material de arrendamiento y actividad molesta del inquilino. La capacidad de una ciudad para promulgar protecciones para inquilinos es limitada y autorizada por la Ley Ellis y la CPTA.

Ley Ellis

La Ley Ellis, Secciones 7060 y *siguientes* del Código de Gobierno, preserva el derecho del propietario a desalojar a un inquilino cuando el propietario decide retirar sus unidades

de vivienda del mercado de viviendas de alquiler. Un propietario que ejerce sus derechos bajo la Ley Ellis, debe notificar por escrito el desalojo al menos 120 días antes de que el inquilino sea desalojado. Si el inquilino está discapacitado o tiene al menos 62 años de edad y ha vivido en la residencia durante más de un año, un propietario debe notificar por escrito al menos un año antes del desalojo.

Aunque la Ley Ellis protege el derecho de un propietario a "cerrar el negocio" y se adelanta a las regulaciones locales inconsistentes, no se adelanta a las restricciones por otros motivos de desalojo. La Ley Ellis también autoriza expresamente a las ciudades a regular otros aspectos de la relación propietario-inquilino cuando un propietario ejerce sus derechos en virtud de la Ley.

Específicamente, la Ley Ellis autoriza a una ciudad a adoptar una ordenanza que:

1. Exigir a los propietarios que se retiran del mercado de alquiler que presenten un aviso bajo pena de perjurio que proporcione cierta información, como los nombres de los inquilinos y el alquiler aplicable, Y que el aviso se registre contra la propiedad.
2. Exigir a los propietarios que notifiquen a los inquilinos sus derechos a la asistencia de reubicación, cuando corresponda.
3. Exigir a los propietarios, por un período de hasta diez años después del retiro de una unidad de alquiler, que notifiquen a los inquilinos cuándo se volverá a alquilar la unidad retirada y que proporcionen al inquilino un primer derecho para aceptar la unidad de realquiler.
4. Requiere que los propietarios vuelvan a alquilar las unidades retiradas al mismo ritmo que en el momento del desalojo durante cinco años después del desalojo.

En resumen, aunque la Ley Ellis garantiza el derecho a desalojar en circunstancias específicas, una ciudad puede otorgar ciertos derechos a los inquilinos que serán, o han sido, desalojados debido a la retirada de la unidad del mercado de alquiler.

Ley de Protección al Inquilino de California

La CPTA, que establece algunas protecciones de desalojo en todo el estado para los inquilinos aplicables, entró en vigencia el 1 de enero de 2020 y actualmente expirará el 1 de enero de 2030. Antes de la C TPA, a un propietario se le permitía terminar un arrendamiento sin proporcionar una razón. Hoy en día, la CPTA requiere "causa justa", como se establece en una lista enumerada de bases de "inquilino culpable" y "sin culpa", para desalojar. Generalmente, un inquilino es "culpable" cuando viola los términos del contrato de arrendamiento o la ley vigente (que a menudo se cita en el contrato de arrendamiento). Un desalojo "sin culpa" tiene lugar cuando un inquilino es desalojado por razones permitidas que están fuera del control del inquilino.

El CPTA protege a los inquilinos que viven en unidades de alquiler residencial no exentas que han ocupado continua y legalmente la unidad durante al menos 12 meses. Los

inquilinos que viven en una unidad de alquiler exenta o que han ocupado una unidad de alquiler por menos de 12 meses no están protegidos por la CPTA.

La CPTA permite el desalojo basado en cualquiera de las siguientes razones de "inquilino culpable":

- Incumplimiento en el pago del alquiler;
- Incumplimiento del término material del contrato de arrendamiento, después de haber sido emitido un aviso por escrito para corregir la violación;
- Mantenimiento o comisión de molestias;
- Mantenimiento o comisión de residuos;
- Negativa a ejecutar una extensión o renovación por escrito del contrato de arrendamiento vencido por un plazo adicional de duración similar con disposiciones similares, después de una solicitud o demanda por escrito del propietario;
- Actividad delictiva en la propiedad de alquiler por parte del inquilino;
- Uso de bienes con fines ilícitos;
- Cesión o subarrendamiento de propiedad de alquiler en violación del contrato de arrendamiento;
- Negarse a permitir que el propietario ingrese a la propiedad de alquiler según lo autorizado por la ley;
- Si es empleado, agente o licenciatario del propietario, no desalojar la propiedad de alquiler después de la terminación como empleado, agente o licenciatario; o
- No entregar la posesión de la propiedad de alquiler después de proporcionar al propietario un aviso por escrito de la intención del inquilino de rescindir el contrato de arrendamiento.

El CPTA permite el desalojo basado en cualquiera de las siguientes razones "sin culpa":

- Intención de demoler o "remodelar sustancialmente" la propiedad residencial.
- El propietario, cónyuge, pareja de hecho, hijos, nietos, padres o abuelos tiene la intención de ocupar la unidad (nota: para contratos de arrendamiento nuevos o renovados celebrados a partir del 1 de julio de 2020, el inquilino debe aceptarlo por escrito;
- Retiro de la propiedad del mercado de alquiler;
- Cumplimiento de una orden gubernamental o judicial u ordenanza local que requiera desalojar las instalaciones; o
- Demolición o remodelación sustancial de la unidad.

La CPTA otorga a los inquilinos aplicables el derecho a recibir asistencia de reubicación del propietario si el desalojo se basa en cualquier motivo "sin culpa". El monto de la asistencia de reubicación que debe pagarse bajo el CPTA es un monto igual a un mes de alquiler. Este pago de asistencia se puede pagar de una de dos maneras a opción del propietario: pago al inquilino dentro de los 15 días posteriores a la notificación del aviso de terminación o renuncia al alquiler del último mes. Un inquilino no tiene derecho

a asistencia de reubicación si un tribunal o agencia gubernamental determinó que una orden o necesidad de desalojo se debe a condiciones causadas por el inquilino,

El CPTA no se aplica a los inquilinos que residen en cualquiera de las siguientes unidades de alquiler:

- Unidades construidas en los últimos 15 años (de forma continua);
- Unidades restringidas por escritura que limitan la asequibilidad a hogares de ingresos bajos o moderados;
- Dormitorios propiedad y operados por escuelas;
- Residencias unifamiliares ocupadas por el propietario donde el propietario alquila dos o menos unidades, incluidas ADU y JADU;
- Unidades de vivienda en las que el propietario comparte un baño o cocina con el inquilino, y la unidad es la residencia principal del propietario;
- Duplex en los que el propietario ha residido como su residencia principal desde el comienzo del arrendamiento, siempre y cuando el propietario continúe ocupando el dúplex.
- Viviendas unifamiliares y condominios, si se cumplen las dos condiciones siguientes:
 - La propiedad *no* es propiedad de un fideicomiso de bienes raíces, corporación o LLC con al menos un miembro corporativo, y
 - El inquilino ha recibido un aviso por escrito de que la propiedad de alquiler no está sujeta a la CTPA; o
- Vivienda proporcionada por un hospital sin fines de lucro, iglesia, centro de atención extendida, centro de atención extendida con licencia para ancianos o centro residencial para adultos; o
- Ocupaciones hoteleras transitorias y turísticas.

ATTACHMENTS


- A. Antioch Rent Program brochure—Tenant FAQs: 10 Answers to Tenant Questions about the Rent Stabilization Ordinance
- B. Antioch Rent Program brochure—Landlord FAQs: 10 Answers to Landlord Questions about the Rent Stabilization Ordinance
- C. Examples of Anti-Harassment Ordinances (Richmond, Concord, Alameda)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 9, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 
Forrest Ebbs, Acting City Manager

SUBJECT: FY2023-25 Budget Development

RECOMMENDED ACTION

It is recommended that the City Council provide feedback and direction regarding the budget development of the fiscal year 2023-25 budget.

FISCAL IMPACT

The fiscal impact of this budget is outlined in this report and attachments.

DISCUSSION

On March 28, 2023, the City Council held a Study Session to discuss the forthcoming budget for FY 2023-25. At that meeting, the City Council directed staff to return with a discussion on the City Council's broader policies and goals, which would ultimately drive the content of the budget. This discussion was held on April 11th and the City Council directed that staff bring back a budget demonstrating three scenarios of deficit spending/Budget Stabilization utilization: \$0, \$3,000,000 and \$4,000,000. Direction was also given that departments could shift around budget priorities to include additional staffing with no financial impact.

The budgets presented this evening represent the staff's efforts to pare the budget to meet the targets set by this Council. Each budget scenario includes a narrative as to what was included or excluded to reach the spending goal and there will be an interactive excel worksheet during the budget deliberation to update numbers live for consideration. Once a strategy is determined by this governing body, it is requested to discuss the allocation of Measure W monies in order to build that into the draft budget.

In addition to the General Fund, draft budgets are being presented for Recreation and Animal services as those funds receive significant investment from the General Fund. We are also requesting City Council continue deliberations/provide direction on one-time revenue spending allocations.

CHART A
\$0 DEFICIT/BUDGET STABILIZATION GENERAL FUND COMPARISON

	2023-24 Status-Quo	2023-24 \$0 Deficit	2024-25 Status-Quo	2024-25 \$0 Deficit
Beginning Balance, July 1	\$34,730,176	\$34,730,176	\$34,730,176	\$34,730,176
Revenue Source:				
ARPA	0	0	0	4,190,900
Taxes	57,115,786	57,115,786	59,083,748	59,083,748
1% Sales Tax	21,145,433	21,145,433	21,727,902	21,727,902
Licenses & Permits	2,750,240	2,750,240	2,750,240	2,750,240
Fines & Penalties	75,100	75,100	75,100	75,100
Investment Income & Rentals	665,000	665,000	675,000	675,000
Revenue from Other Agencies	227,229	227,229	150,000	150,000
Current Service Charges	4,982,821	4,982,821	5,114,409	5,114,409
Other Revenue	520,200	520,200	520,200	520,200
Transfers In	4,372,793	4,372,793	4,405,014	4,405,014
Total Revenue	91,854,602	91,854,602	94,501,613	98,692,513
Expenditures:				
Legislative & Administrative	6,407,023	6,407,023	6,888,885	6,888,885
Finance	2,071,464	2,071,464	2,232,494	2,232,494
Nondepartmental	4,842,768	4,842,768	5,106,965	5,106,965
Public Works	12,826,377	12,104,512	13,725,238	13,116,090
Police Services	50,741,523	50,619,624	55,196,008	54,356,719
Police Services-Animal Support	2,197,978	2,197,978	2,397,674	2,397,674
Recreation/Community Svs.	4,062,127	4,062,127	4,238,843	4,238,843
Public Safety & Community Resources	2,902,877	2,902,877	3,015,973	3,015,973
Community Development	6,646,229	6,646,229	8,228,722	7,338,870
Total Expenditures	92,698,366	91,854,602	101,030,802	98,692,513
(Deficit)/Budget Stabilization	(843,764)	0	(6,529,189)	0
Ending Balance, June 30	\$34,730,176	\$34,730,176	\$34,730,176	\$34,730,176
Commitments	1,913,135	1,913,135	1,029,546	1,029,546
Unassigned Fund Balance	\$32,817,041	\$32,817,041	\$33,700,630	\$33,700,630
Percentage of Revenue	35.73%	35.73%	35.66%	34.15%

In order to reach the zero-deficit target, the following measures are incorporated into Chart A:

- Utilization of all remaining ARPA funds of \$4,190,900 towards the provision of government services in FY25
- 50% Reduction in vehicle replacement set-aside in FY25
- Recognition of estimated vacancy savings (primarily Police - both fiscal years)
- Freezing of two Maintenance Worker positions in Public Works and 5 Code Enforcement Officer positions (both fiscal years)
- Delay of projects: City Hall water pump booster installation and landscape enhancements in lighting and landscape zones

CHART B
\$3M DEFICIT/BUDGET STABILIZATION GENERAL FUND COMPARISON

	2023-24 Status-Quo	2023-24 \$3M Deficit	2024-25 Status-Quo	2024-25 \$3M Deficit
Beginning Balance, July 1	\$34,730,176	\$34,730,176	\$34,730,176	\$34,730,176
Revenue Source:				
ARPA	0	0	0	1,938,207
Taxes	57,115,786	57,115,786	59,083,748	59,083,748
1% Sales Tax	21,145,433	21,145,433	21,727,902	21,727,902
Licenses & Permits	2,750,240	2,750,240	2,750,240	2,750,240
Fines & Penalties	75,100	75,100	75,100	75,100
Investment Income & Rentals	665,000	665,000	675,000	675,000
Revenue from Other Agencies	227,229	227,229	150,000	150,000
Current Service Charges	4,982,821	4,982,821	5,114,409	5,114,409
Other Revenue	520,200	520,200	520,200	520,200
Transfers In	4,372,793	4,372,793	4,405,014	4,405,014
Total Revenue	91,854,602	91,854,602	94,501,613	96,439,820
Expenditures:				
Legislative & Administrative	6,407,023	6,407,023	6,888,885	6,888,885
Finance	2,071,464	2,071,464	2,232,494	2,232,494
Nondepartmental	4,842,768	4,842,768	5,106,965	5,106,965
Public Works	12,826,377	12,826,377	13,725,238	13,725,238
Police Services	50,741,523	50,741,523	55,196,008	54,494,878
Police Services-Animal Support	2,197,978	2,197,978	2,397,674	2,397,674
Recreation/Community Svs.	4,062,127	4,062,127	4,238,843	4,238,843
Public Safety & Community Resources	2,902,877	2,902,877	3,015,973	3,015,973
Community Development	6,646,229	6,646,229	8,228,722	7,338,870
Total Expenditures	92,698,366	92,698,366	101,030,802	99,439,820
(Deficit)/Budget Stabilization	(843,764)	(843,764)	(6,529,189)	(3,000,000)
Ending Balance, June 30	\$34,730,176	\$34,730,176	\$34,730,176	\$34,730,176
Commitments	1,913,135	1,913,135	1,029,546	1,029,546
Unassigned Fund Balance	\$32,817,041	\$32,817,041	\$33,700,630	\$33,700,630
Percentage of Revenue	35.73%	35.73%	35.66%	34.94%

In order to reach the \$3M maximum deficit scenario, the following measures are incorporated into Chart B:

- Utilization of \$1,938,207 ARPA funds in FY25 towards the provision of government services
- 50% reduction in vehicle replacement set-aside in FY25
- Recognition of estimated vacancy savings (primarily Police - both fiscal years)
- Freezing of 5 Code Enforcement Officer positions in both fiscal years

CHART C
\$4M DEFICIT/BUDGET STABILIZATION GENERAL FUND COMPARISON

	2023-24 Status-Quo	2023-24 \$4M Deficit	2024-25 Status-Quo	2024-25 \$4M Deficit
Beginning Balance, July 1	\$34,730,176	\$34,730,176	\$34,730,176	\$34,730,176
Revenue Source:				
ARPA	0	0	0	938,207
Taxes	57,115,786	57,115,786	59,083,748	59,083,748
1% Sales Tax	21,145,433	21,145,433	21,727,902	21,727,902
Licenses & Permits	2,750,240	2,750,240	2,750,240	2,750,240
Fines & Penalties	75,100	75,100	75,100	75,100
Investment Income & Rentals	665,000	665,000	675,000	675,000
Revenue from Other Agencies	227,229	227,229	150,000	150,000
Current Service Charges	4,982,821	4,982,821	5,114,409	5,114,409
Other Revenue	520,200	520,200	520,200	520,200
Transfers In	4,372,793	4,372,793	4,405,014	4,405,014
Total Revenue	91,854,602	91,854,602	94,501,613	95,439,820
Expenditures:				
Legislative & Administrative	6,407,023	6,407,023	6,888,885	6,888,885
Finance	2,071,464	2,071,464	2,232,494	2,232,494
Nondepartmental	4,842,768	4,842,768	5,106,965	5,106,965
Public Works	12,826,377	12,826,377	13,725,238	13,725,238
Police Services	50,741,523	50,741,523	55,196,008	54,494,878
Police Services-Animal Support	2,197,978	2,197,978	2,397,674	2,397,674
Recreation/Community Svs.	4,062,127	4,062,127	4,238,843	4,238,843
Public Safety & Community Resources	2,902,877	2,902,877	3,015,973	3,015,973
Community Development	6,646,229	6,646,229	8,228,722	7,338,870
Total Expenditures	92,698,366	92,698,366	101,030,802	99,439,820
(Deficit)/Budget Stabilization	(843,764)	(843,764)	(6,529,189)	(4,000,000)
Ending Balance, June 30	\$34,730,176	\$34,730,176	\$34,730,176	\$34,730,176
Commitments	1,913,135	1,913,135	1,029,546	1,029,546
Unassigned Fund Balance	\$32,817,041	\$32,817,041	\$33,700,630	\$33,700,630
Percentage of Revenue	35.73%	35.73%	35.66%	35.31%

In order to reach the \$4M maximum deficit scenario, the following measures are incorporated into Chart B:

- Utilization of \$938,207 ARPA funds in FY25 towards the provision of government services
- 50% reduction in vehicle replacement set-aside in FY25
- Recognition of estimated vacancy savings (primarily Police - both fiscal years)
- Freezing of 5 Code Enforcement Officer positions in both fiscal years

For all budget scenarios, it is important to know that no budget allocation has been included for:

1. The various Police audits that have been requested as the estimated cost is not yet known;
2. Additional asks of departments that were included in the budget staff report of March 28, 2023 (refer to Attachment B);
3. Potential contractual costs related to homeless encampment cleanups currently under review as required by bargaining unit negotiations with APWEA.

Measure W/1% Sales Tax Allocation

Measure W was passed by Antioch voters in November 2018 and became effective April 1, 2019. It is referred to as 1% Sales Tax in the budget. The tax is a general-purpose tax, meaning that it can be used for any lawful purpose of the City. During the FY2021-23 budget process, City Council allocated the funds as follows:

1. All Code Enforcement personnel costs and one Planner in Community Development.
2. The entire cost of the Youth Network Services program in the Public Safety and Community Resources Department.
3. The cost of one Human Resources Technician in Human Resources.
4. The cost of one Accountant in Finance.
5. The cost of a four-person Abatement Team, one Engineer, one Landscape Maintenance Worker, and one Facility Maintenance Worker in Public Works.
6. Recreation programs and services calculated as the amount exceeding the cost of the 2019 General Fund budgeted subsidy as a base year amount (so as not to replace the General Fund subsidy to represent additional investment in Recreation).
7. Any remaining funds after the previously listed allocations were provided to fund Police Department costs.

For this draft budget, City Council direction on the allocation is requested. FY24 projected revenue is \$21,145,433 and FY25 is \$21,727,902. It is important to keep in mind that Measure W does not provide additional resources beyond the total General Fund revenue projections, it is merely what the City Council chooses to dedicate Measure W funding to within the General Fund. Using Measure W funds for different purposes does not relieve the City of its commitment to fund the positions previously allocated to Measure W from the General Fund.

ONE-TIME REVENUES

At the close of FY21, there was \$1,051,661 in non-police salary savings considered “one-time revenues” under current City policy. With the close of FY22, there was an additional \$950,823 in non-police salary savings, bringing the total for both fiscal years to

\$2,002,484 available for spending. On December 13, 2022, City Council allocated \$400,000 to Water Park slide structure repairs leaving \$1,602,484 unspent.

Funds should be allocated to projects one-time in nature. Ideas that have been proposed since 2021 include:

- 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 that may exceed the \$4.3M in ARPA funding already allocated.
- d) Emergency Operations Center (EOC) upgrades at an estimated cost of \$600,000.
- e) Allocate funds to Recreation to be used at the Nick Rodriguez/Senior Center building and/or the water park for upgrades, repairs and maintenance needs (refer to page 7).
- f) Allocate \$110,000 to 4th of July funding for the budget amendment that was approved on March 14th.
- g) Keep funds in General Fund reserves to reduce future use of Budget Stabilization funds.
- h) Leak repairs in City Hall, including windows and roof.
- i) \$125,000 in general support to the Antioch Chamber of Commerce. At the November 22, 2022 City Council meeting, City Council expressed support for the Chamber.

It is requested that City Council deliberate and provide direction on the allocation of these funds as it has been a continued discussion since late 2022.

Recreation and Animal Services Special Revenue Funds Budgets

The Recreation and Animal Services budgets are an integral part of the General Fund budget as substantial investment to these two programs is made by the General Fund to them. The draft budget sheets are included as Attachment A to this staff report.

There are significant budget requests for Recreation that City Council direction is requested for (these **are not** included in the budget sheets attached):

1. Nick Rodriguez/Senior Center Renovations (existing CIP). The City received a \$2.2M grant for improvements at the Center, but an additional \$2,050,000 is being requested from the General Fund to complete the project.
2. Water Park Pool Plastering Phase 2 (existing CIP). \$300,000 is being requested from the General Fund to complete the project.
3. Water Park Slide Restoration (existing CIP). \$175,000 is being requested from the General Fund to complete the project.
4. Water Park Deck Replacement/Surface Coating/Coping (Phase 3). \$1M is being requested from the General Fund to complete the project.
5. Water Park Mechanical Improvements. \$100,000 is being requested from the General Fund to complete the project.
6. Water Park Building Restoration. \$250,000 is being requested from the General Fund to fund preparation for this project.
7. New deck furniture and pool covers. \$110,000 is being requested from the General Fund for this purchase.
8. Purchase of 7 Passenger Ford Transit Van, pickup truck and sedan. \$135,000 is being requested from the General Fund for these vehicle purchases.
9. Purchase of trailer to replace Recreation Bus. \$10,000 is being requested from the General Fund for this purchase.
10. Additional Senior Center furniture and appliances. \$50,000 is being requested from the General Fund for this purchase.
11. Increase Special Events funding. The existing budget includes \$50,000 annually. It is requested to increase this to \$200,000 each year which would result in an increase of the General Fund subsidy.
12. Increase funding for Chichibu Sister City Program. The City historically has funded \$5,000 for Sister City activities annually out of the General Fund. It is being requested to increase this funding to \$50,000 annually to reside within the Recreation budget. The funding will result in an increase of the General Fund subsidy.

The following table provides a summary listing of the requests with the total cost for evaluation.

Recreation Budget Requests

Budget Request	FY24 General Fund Budget Impact
NRCC/Senior Center Renovations	\$ 2,050,000
Water Park Pool Plastering	300,000
Water Park Slide Restoration	175,000
Water Park Deck/Surface/Coping	1,000,000
Water Park Mechanical Improvements	100,000
Water Park Building Restoration	250,000
Deck Furniture & Pool Covers	110,000
Vehicles	135,000
Trailer	10,000
Senior Center Furniture & Appliances	50,000
Increased Special Events Funding	150,000
Chichibu Sister City Program	50,000
Total General Fund Impact	\$ 4,380,000

NEXT STEPS

The next budget study session will be May 23, 2023 to continue the fiscal year 2023-25 budget development. The City Council will need to complete budget deliberation and review prior to the June 27th meeting for adoption.

ATTACHMENTS

- A.** Recreation and Animal Services Special Revenue Funds Draft Budgets
- B.** Excerpt of Additional Budget Requests from Staff report of March 28, 2023

Draft Budget Worksheets – Recreation and Animal Services Special Revenue Funds

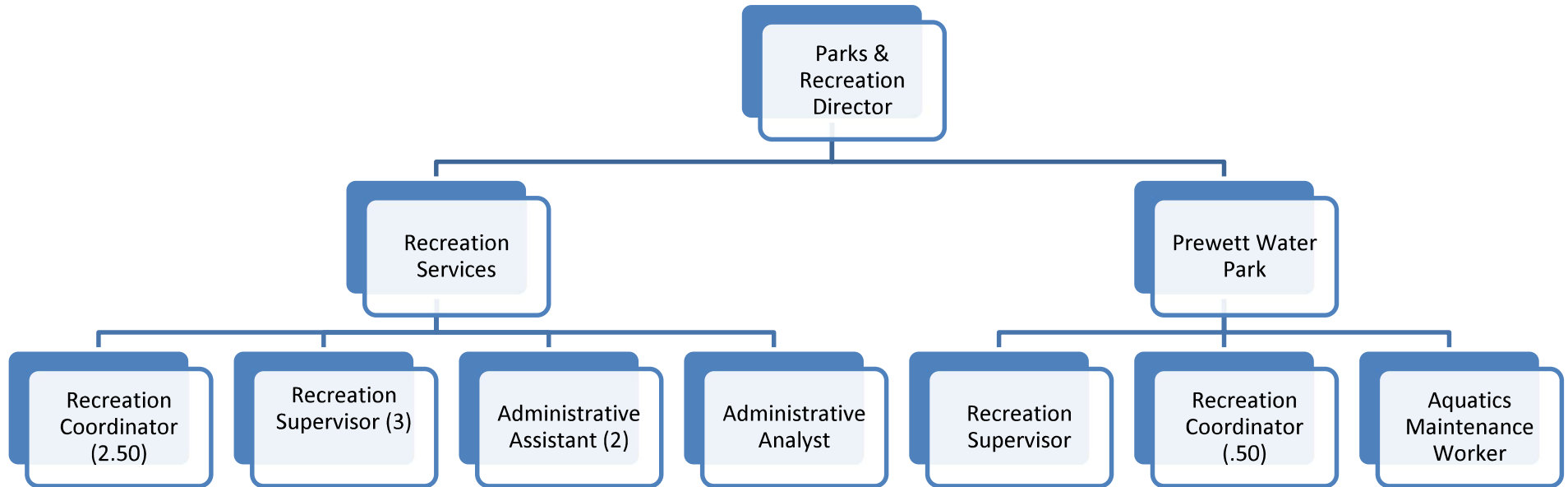
Attachment A

May 9, 2023

BUDGET STUDY SESSION – MAY 9, 2023

RECREATION SERVICES FUND (219)

Recreation Services provides the city's residents recreational, preschool, social and meeting space within the community.



# of Positions Funded	# of Filled Positions	# of Vacant Positions
12.00	11.00	1.00

BUDGET STUDY SESSION – MAY 9, 2023

RECREATION SERVICES (FUND 219)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Revised	2023-24 Proposed	% Change	2024-25 Proposed	% Change
Beginning Balance, July 1	\$851,018	\$1,367,187	\$999,175	\$999,175	\$928,631		\$992,079	
Revenue Source:								
Investment Income	7,741	10,827	2,000	2,000	3,000	50%	3,000	0%
Revenue from Other Agencies	85,592	3,090	0	0	0	0%	0	0%
Current Service Charges	249,291	2,127,704	1,982,200	2,066,266	2,192,377	6%	2,297,691	5%
Other	38,764	5,864	38,000	7,105	7,000	-1%	7,000	0%
Transfer in from Prewett CIP	0	0	0	929	0	-100%	0	0%
Transfer in from General Fund	2,972,345	1,790,604	4,443,526	4,215,871	4,062,127	-4%	4,238,843	4%
Transfer in from Senior Bus Fund	7,700	7,700	7,700	7,700	7,700	0%	7,700	0%
Transfer in from Child Care Fund	70,000	70,000	70,000	70,000	80,000	14%	80,000	0%
Total Revenue	3,431,433	4,015,789	6,543,426	6,369,871	6,352,204	0%	6,634,234	4%
Expenditures:								
Personnel	1,727,254	2,707,743	3,615,567	3,434,138	3,824,310	11%	4,039,771	6%
Services & Supplies	1,186,259	1,676,058	2,504,481	2,371,747	2,464,446	-18%	2,529,772	3%
Capital Expense	0	0	634,530	634,530	0	-100%	0	0%
Transfer Out to Honeywell	1,751	0	0	0	0	0%	0	0%
Total Expenditures	2,915,264	4,383,801	6,754,578	6,440,415	6,288,756	-2%	6,569,543	4%
Ending Balance, June 30¹	\$1,367,187	\$999,175	\$788,023	\$928,631	\$992,079		\$1,056,770	

¹Fund balance committed for sports field, turf field, City Park and memorial field maintenance.

	Funded 2022-23	Funded 2023-24	Funded 2024-25
Funded FTE's:			
Senior Services	1.50	1.50	1.50
Sports Programs	1.00	1.00	1.00
NRCC	0.50	0.50	0.50
Community Recreation	6.00	6.00	6.00
Water Park Operations	3.00	3.00	3.00
Total Recreation Funded FTE's	12.00	12.00	12.00

BUDGET STUDY SESSION – MAY 9, 2023

Nick Rodriguez Community Center (219-4410)								
	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Revised	2023-24 Proposed	% Change	2024-25 Proposed	% Change
Source of Funds:								
Investment Income	7,644	3,945	2,000	2,000	3,000	50%	3,000	0%
Current Service Charges	262	5,159	50,000	50,000	50,000	0%	50,000	0%
Revenue from Other Agencies	2,456	0	0	0	0	0%	0	0%
Other	0	0	0	80	0	-100%	0	0%
Transfer in from General Fund	53,520	75,622	302,890	356,179	220,699	-38%	226,868	3%
Total Source of Funds	63,882	84,726	354,890	408,259	273,699	-33%	279,868	2%
Use of Funds:								
Personnel	2,487	4,218	98,340	98,340	155,956	59%	158,304	2%
Services & Supplies	61,067	80,508	102,369	108,369	117,743	9%	121,564	3%
Capital Expense	0	0	201,550	201,550	0	-100% ¹	0	0%
Total Expenditures	63,554	84,726	402,259	408,259	273,699	-33%	279,868	2%
Funded FTE'S	0.00	0.00	0.50	0.50	0.50		0.50	

¹VARIANCE: For roof and alarm at facility in FY23.

BUDGET STUDY SESSION – MAY 9, 2023

Senior Programs and Service (219-4420)								
	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Revised	2023-24 Proposed	% Change	2024-25 Proposed	% Change
Source of Funds:								
Revenue from Other Agencies	6,432	3,090	20,000	0	0	0%	0	0%
Current Service Charges	1,705	16,182	97,000	98,000	100,000	2%	100,000	0%
Other	3,663	2,240	2,000	2,000	2,000	0%	2,000	0%
Transfer in from General Fund	280,919	450,819	729,812	653,106	513,707	-21%	533,955	4%
Transfer in from Senior Bus	7,700	7,700	7,700	7,700	7,700	0%	7,700	0%
Total Source of Funds	300,419	480,031	856,512	760,806	623,407	-18%	643,655	3%
Use of Funds:								
Personnel	214,279	373,779	421,343	356,317	359,967	1%	377,645	5%
Services & Supplies	86,140	106,252	308,950	325,639	263,440	-19%	266,010	1%
Capital Expense	0	0	78,850	78,850	0	-100% ¹	0	0%
Total Use of Funds	300,419	480,031	809,143	760,806	623,407	-18%	643,655	3%
Funded FTE'S	2.00	2.00	1.50	1.50	1.50		1.50	

¹VARIANCE: Roofing in FY23.

Sports Programs (219-4450)								
	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Revised	2023-24 Proposed	% Change	2024-25 Proposed	% Change
Source of Funds:								
Revenue from Other Agencies	12,418	0	0	0	0	0%	0	
Current Service Charges	48,335	392,399	398,000	412,000	432,000	5%	439,000	2%
Other	3,382	0	0	0	0	0%	0	0%
Transfer in from General Fund	133,679	70,043	122,406	118,082	148,517	26% ¹	169,112	14%
Total Source of Funds	197,814	462,442	520,406	530,082	580,517	10%	608,112	5%
Use of Funds:								
Personnel	156,000	308,168	363,356	368,270	407,122	11% ¹	422,922	4%
Services & Supplies	41,814	154,274	157,050	161,812	173,395	7%	185,190	7%
Total Use of Funds	197,814	462,442	520,406	530,082	580,517	10%	608,112	5%
Funded FTE'S	1.00	1.00	1.00	1.00	1.00		1.00	

¹VARIANCE: Increase in PTH costs.

BUDGET STUDY SESSION – MAY 9, 2023

Community Recreation (219-4495)								
	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Revised	2023-24 Proposed	% Change	2024-25 Proposed	% Change
Source of Funds:								
Investment Income	97	6,882	0	0	0	0%	0	0%
Revenue from Other Agencies	50,056	0	0	0	0	0%	0	0%
Current Service Charges	78,603	866,574	590,000	621,066	606,377	-2%	631,691	4%
Other	14,881	299	13,000	2,025	2,000	-1%	2,000	0%
Transfer in from General Fund	1,576,009	367,930	1,633,037	1,536,839	1,882,289	22%	1,966,913	4%
Transfer in from Child Care	35,000	35,000	35,000	35,000	40,000	14%	40,000	0%
Total Source of Funds	1,754,646	1,276,685	2,271,037	2,194,930	2,530,666	15%	2,640,604	4%
Use of Funds:								
Personnel	778,766	1,024,114	1,483,773	1,433,676	1,566,693	9%	1,648,366	5%
Services & Supplies	459,141	620,583	895,989	832,727	900,525	8%	927,547	3%
Transfer Out	898	0	0	0	0	0%	0	0%
Total Use of Funds	1,238,805	1,644,697	2,379,762	2,266,403	2,467,218	9%	2,575,913	4%
Funded FTE'S	5.00	5.00	6.00	6.00	6.00		6.00	

BUDGET STUDY SESSION – MAY 9, 2023

Water Park Operations (219-4630)								
	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Revised	2023-24 Proposed	% Change	2024-25 Proposed	% Change
Source of Funds:								
Revenue from Other Agencies	14,245	0	0	0	0	0%	0	0%
Current Service Charges	120,386	847,390	847,200	885,200	1,004,000	13%	1,077,000	7%
Other	16,823	3,325	3,000	3,000	3,000	0%	3,000	0%
Transfer in from General Fund	963,218	861,190	1,690,381	1,587,594	1,336,915	-16%	1,381,995	3%
Total Source of Funds	1,114,672	1,711,905	2,540,581	2,475,794	2,343,915	-5%	2,461,995	5%
Use of Funds:								
Personnel	575,722	997,464	1,248,755	1,177,535	1,334,572	13% ²	1,432,534	7%
Services & Supplies	538,097	714,441	987,003	890,080	1,009,343	13%	1,029,461	2%
Capital Expense	0	0	407,250	407,250	0	-100% ¹	0	0%
Transfer Out	853	0	0	0	0	0%	0	0%
Total Use of Funds	1,114,672	1,711,905	2,643,008	2,474,865	2,343,915	-5%	2,461,995	5%
Funded FTE'S	3.00	3.00	3.00	3.00	3.00		3.00	

¹VARIANCE: Siding and roof repairs and alarm system in FY23.

²VARIANCE: Vacancy savings in FY23 and increase in PTH costs in FY24.

BUDGET STUDY SESSION – MAY 9, 2023

ANIMAL SERVICES FUND (214)

In 1978 the citizens of Antioch overwhelmingly voted for Measure A. This measure was for re-establishing, maintain and operating a City animal shelter. Measure A authorized funds to be appropriated annually by the City Council. This fund accounts for revenues and expenditures of the City's animal services program. A portion of the revenues required to operate this function comes from animal licenses and shelter, adoption, handling, and impound fees. The remainder comes from a subsidy from the General Fund.

ANIMAL SERVICES (FUND 214) Statement of Revenues, Expenditures and Change in Fund Balance								
	2020-21 Actual	2021-22 Actual	2022-23 Budget	2022-23 Revised	2023-24 Proposed	% Change	2024-25 Proposed	% Change
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$56,500		\$0	
Revenue Source:								
Current Service Charges	214,917	233,311	216,200	229,485	233,500	2%	233,500	0%
Investment Income	22	0	0	0	0	0%	0	0%
Revenue from Other Agencies	34,366	10,000	0	62,500	20,000	-68%	20,000	0%
Other Revenue	12,467	14,649	30,500	20,970	21,085	1%	21,000	0%
Transfers In – General Fund	1,312,714	1,313,715	2,027,290	1,923,994	2,197,978	14% ¹	2,397,674	9%
Total Revenue	1,574,486	1,571,675	2,273,990	2,236,949	2,472,563	11%	2,672,174	8%
Expenditures:								
Personnel	1,283,574	1,252,744	1,877,296	1,769,294	2,009,919	14% ¹	2,170,622	8%
Services & Supplies	290,862	318,931	396,694	411,155	519,144	26% ²	501,552	-3%
Transfers Out	50	0	0	0	0	0%	0	0%
Total Expenditures	1,574,486	1,571,675	2,273,990	2,180,449	2,529,063	16%	2,672,174	6%
Ending Balance, June 30	\$0	\$0	\$0	\$56,500¹	\$0		\$0	
Funded FTE's:				11.10	12.10		12.10	

¹VARIANCE: Additional Registered Vet Tech added in FY24. Cost reductions have been made in Police budget to offset cost of position to have no General Fund Impact.

²VARIANCE: Grant related expenditures for grant carried forward from FY23 and increased contractual and supply costs.

ATTACHMENT B

**EXCERPT OF ADDITIONAL BUDGET REQUESTS
FROM MARCH 28, 2023 STAFF REPORT**

ADDITIONAL BUDGET REQUESTS (POSITIONS/OTHER) BY DEPARTMENT

Several additional budget items, including positions, are being requested by departments. Only those that have a direct or indirect financial impact on the General Fund are included in this report for consideration. Other budget items and positions that impact other funds will be discussed at future budget study sessions.

City Attorney

The City Attorney's office additional budget request is for staffing and budget for a fee study related to rent stabilization:

1. **Assistant City Attorney.** Currently, a significant portion of police legal services are outsourced at an expense to the City, estimated at a cost of \$300,000-\$350,000 annually, dependent on the volume of legal assistance required. Therefore, the City Attorney's Office is requesting an Assistant City Attorney to assist in providing legal advice for contracts, participate in the Pitchess/Brady process, and to aid in the police decertification legalities of SB2. Further duties would include assessment and presentation of legal updates that might require training or policy amendments and review of Public Records Act requests, which will become increasingly more complex with current and future legislative changes. This position will reduce legal expenses related to outsourcing legal services. The position may provide additional cost-savings in the form of risk management and liability mitigation. When not working on police matters, this attorney would be assigned work in other departments throughout the City. We believe this position would pay for itself through the reduction of contract legal services costs. The FY24 estimated annual salary and benefits cost range (Step A to E) is \$297,016 to \$354,057. The position would also require an initial outlay of approximately \$5,000 for computer and other start up supplies.
2. \$50,000 is being requested in FY24 for a fee study for the rent stabilization program. The fee study would establish appropriate fees to charge landlords for staffing and related costs of maintaining an office for the rent stabilization program.

Engineering

The City Manager's office had previously presented a re-organization of the Public Works, Community Development and Engineering functions that currently exist in the municipal code to the City Council. An item to introduce an ordinance change and consideration of a new City Engineer department director was brought to City Council on March 14th. City Council tabled the item until a future meeting. However, for budget purposes, should the City Council be in support of the re-organization and create a new City Engineer director position, the fiscal impact would be as follows:

1. **City Engineer.** Creating this position would separate the current Public Works Director/City Engineer position into two distinct and separate positions. The estimated FY24 annual salary and benefits cost at Step E is \$386,492 with an additional outlay of approximately \$5,000 for computer and other start up supplies. The job specification and salary scale would need to be created and brought back to City Council for approval.

Staff may also consider other organizational models to address the current challenges and vacancies.

Finance

The Finance Department's additional budget request is for staffing only:

1. Accounting Technician – Water Department (reclassification). This position would reclassify an existing budgeted Customer Service Representative (CSR) position, which is budgeted 10% General Fund and 45% each to the Water and Sewer Funds, to an Accounting Technician. There is currently only one Accounting Technician position assigned to the water utility area that creates and monitors approximately 33,000 utility bills per month, posts adjustments to water accounts, pulls payment packets from the third-party processor, creates statistical reports and other water utility reports for other agencies, among a variety of other complex duties. This position is also supposed to process monthly miscellaneous accounts receivable for the City but has no capacity to do so with the volume of other work, so that function is handled by the supervisor and Finance Director as a backup. When that employee is absent, the supervisor or a CSR (that doesn't have full training in the role) has to backfill the job duties. Due to volume of work, it is requested to reclassify a budgeted CSR to an Accounting Technician to align with the needs of the water department to accomplish all tasks in an efficient and timely manner and to provide another level of support to utility billing functions. The estimated FY24 General Fund budget impact is \$2,684 and \$12,082 to each of the Water and Sewer Fund.
2. Accounting Technician – Accounts Payable. The City currently has only one position responsible for processing weekly accounts payable transactions, which includes purchase order processing, manual invoice requests, responding to vendor and department inquiries, and tracking retainages for capital projects. Approximately 544 accounts payable records are processed weekly and fiscal year to date over 18,000 records have been processed. The position also reconciles, prepares and files annual 1099 forms, sales tax remittances and the Council warrant reports among other duties. The volume of invoices to process has increased significantly over the last several years as the City grows. A variety of other team members have to assist and be trained whenever the position is absent, vacant or has too many invoices to process in any given week that exceed the available time in order to meet payment deadlines. An additional Accounting Technician position is being requested to meet service needs. The estimated FY24 annual salary and benefit range (Step A to E) is \$127,339 to \$147,609.

Should the City Council not be willing to add this position, it is requested that City Council approve funding this position in lieu of a budgeted, but unfilled, Finance Analyst position due to the higher priority need in Finance which would provide some budget savings (\$20,868 estimated for FY24). Funding the Finance Analyst could then be re-visited in the next midyear budget cycle.

Human Resources

The Human Resources Department's additional budget request is for staffing only:

1. Human Resources Manager. This would be a new position classification. With the increase in City staff and new departments being created, additional Human Resources support is needed. The Manager would assist the Director managing projects, supervision of staff, serve as second in command in Director's absence and other higher complex duties as needed. The estimated FY24 annual salary and benefits cost range (Step A to E) is \$196,984 to \$232,455, with an additional \$5,000 needed in the first year for startup supplies and equipment.
2. Administrative Analyst II/III. The position would assist with staff reports, creating and updating class specifications, maintain the class and compensation schedule, create and update policies, assist with confidential employee investigations and discipline and provide overall administrative support. The estimate salary and benefit range cost range (Step A of II to Step E of III) is \$184,420 to \$236,025, with an additional \$5,000 needed in the first year for startup supplies and equipment.

Economic Development

The Economic Development Department's additional budget request is for staffing only:

1. Administrative Analyst I. Annual salary and benefits from Step A to E is estimated to be \$167,492 to \$196,587, with an additional \$5,000 needed in the first year for equipment and supplies. Should this position be approved, part time salaries can be eliminated in the amount of \$22,000 and \$23,000 in FY24 and 25 respectively. This position is being requested to support:
 1. contract management
 2. grant support
 3. monitoring and maintenance of the business database
 4. monitoring and maintenance of the commercial property database
 5. 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
 6. focus and provide attention to the Rivertown Dining/Business District
 7. social media efforts
 8. business outreach
 9. clerical duties of department such as phones, emails, etc.

Public Works

Public Works staffing requests will be discussed as part of the Enterprise Funds review at a future budget meeting. Other budget requests impacting the General Fund are as follows:

Other Public Works Budget Requests:

	FY23	FY24	FY25
Two New Trucks	\$178,784	\$0	\$0
Vehicle Replacement	0	52,000	0
Paver Replacement	0	0	306,098
Furniture Replacement	0	4,732	0
Sandblaster Trailer	0	60,000	0
Thermos Stripper	0	100,000	0
Flatbed Trailer	0	40,000	0
Total Budget Requests	\$178,784	\$256,732	\$306,098

Recreation

This request addresses staffing only. Recreation has other new budget requests which will be discussed at a future budget meeting.

1. Recreation Coordinator – Sports. The addition of a sports coordinator will allow Recreation to continue the current rapid expansion of sports programs since the end of the COVID-19 pandemic. Currently the sports fields have capacity for additional programming, but there is not adequate staff to add additional programming such as additional baseball, flag football, basketball, soccer, and other sports programming. The community has expressed desire for additional little league programming, and there is the possible opportunity of utilizing the Babe Ruth fields, which are owned by Corteva and have been vacant since the Antioch Little League folded. While this position would reside in the Recreation Special Revenue Fund, it would result in an increase in the General Fund subsidy to the Recreation Fund for the cost of the position. The FY24 estimated salary and benefits cost range (Step A to E) is \$133,082 to \$154,757 with an additional \$5,000 in computer and other start up supplies needed.
2. Recreation Services Manager. The Recreation Services Manager will serve as the “2nd in command” of the department. This position will primarily oversee operations of the Parks and Recreation Department. This will provide the department with additional leadership depth and provide a “bridge” between the Supervisor and Director that can serve as a path for career advancement. The Recreation Services Manager will have direct oversight of all programs at the Antioch Community Center and City Parks (Sports), while the Director will maintain direct oversight of the Antioch Water Park and Antioch Senior Center/NRCC. With the rapid expansion of programs and special events, evening and weekend attendance will be split between the Director and Recreation Services Manager. This will allow the Director to take on additional projects the department desires to implement that have taken a “back seat” to immediate and/or operational needs. While this position would reside in the Recreation Special Revenue Fund, it would result in an increase in the General Fund subsidy to the Recreation Fund for the cost of the position. The FY24 estimated salary and benefits cost range (Step A to E) is

\$205,325 to \$242,587 with an additional \$5,000 in computer and other start up supplies needed.

3. Two (2) Recreation Services Assistants – New Classification. The Recreation Assistant will be the entry-level, full-time role for the Parks and Recreation Department. This classification will be a blend of direct program implementation and program planning. One position will be assigned to the Antioch Community Center and the other will be assigned to the Antioch Senior Center/Nick Rodriguez Community Center. The position assigned to the Community Center will work an altered schedule, perhaps Thursday-Monday, 1pm-10pm. This person will be primarily responsible for overseeing events and activities that occur outside of business hours. Currently, full time staff is often called in during these hours for complex and difficult conversations around these programs that part-time staff are not equipped to handle. The position at the Senior Center will focus on customer service, basic administrative functions, as well as setup and teardown of daily activities and events. The salary range is envisioned to align with Administrative Assistant III (Non-exempt) and be represented by OE3. While this position would reside in the Recreation Special Revenue Fund, it would result in an increase in the General Fund subsidy to the Recreation Fund for the cost of the position. The FY24 estimated salary and benefits cost range (Step A to E) is \$122,363 to \$141,741 per position with an additional \$5,000 in computer and other start up supplies needed for both.
4. Reclassification of one Administrative Assistant II to either Administrative Assistant III or Recreation Services Assistant (if position classification approved by City Council). The Administrative Assistant overseeing facility rentals has the working title of “Facilities Coordinator.” Upon review of the work plan of this position, it has been determined that the Administrative Assistant III classification will be a better fit. The Administrative Assistant III Job Specification states that it is distinguished from Administrative Assistant I/II by “the performance of complex technical assignments or program responsibility.” As this position oversees the rental program for the department, Administrative Assistant III would be a better fit. Alternatively, since the requested Recreation Services Assistant position would have the same salary range and similar level of responsibility, this classification could be used as well. While this position resides in the Recreation Special Revenue Fund, it would result in an increase in the General Fund subsidy to the Recreation Fund for the cost of the increase. The estimated FY24 budget impact of the reclassification is \$5,123.

Police

The Police Department has new position and budget requests as follows:

Staffing

1. Police Evidence Supervisor. 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. The FY24 estimated salary and benefits range (Step A to E) is \$201,540 to \$237,998.

2. Two (2) Police Dispatchers. Two positions are being requested to support the added interactions, duties and responsibilities involved with supporting the personnel from the CART/Felton Institute Crisis Response Team, Code Enforcement and SP Plus parking enforcement. The FY24 estimated annual salary and benefits cost range (Step A to F) is \$157,791 to \$198,908 per position.
3. Seven (7) Police Officers in FY25. Additional Police Officers would further aid in fully staffing patrol, as well as increasing personnel in special assignments such as traffic and pro-active teams, to reduce crime, improve quality of life, and provide better service to our fast growing community. In Antioch, we have approximately one officer authorized per 1,000 people, which is below the national average of 2.4 officers per 1,000 people, but also below most of our neighboring cities. Additional staffing would allow for significant improvement to response times and potentially a reduction of overtime expenses. The FY25 estimated annual salary and benefits cost range (Step A to E) is \$198,300 to \$406,337 per officer.
4. Reclassification of Office Assistant position in Animal Services to a Customer Service Representative position. This reclassification is requested to better reflect the duties and responsibilities required. The position is a customer facing, front desk position, working directly with the public and not internally. Although this position lies within the Animal Services Special Revenue Fund, it would result in an increase of the General Fund subsidy to Animal Services. The FY24 estimated annual salary and benefit impact is \$4,135.
5. Volunteer Coordinator – Animal Services. The new volunteer program launched in August 2021 has been well received and the number of active volunteers has grown to more than 75. However, without a dedicated, full-time Volunteer Coordinator to manage the growing number of volunteers, the volunteer program is limited in scope. A dedicated Volunteer Coordinator would be able to increase volunteer engagement and expand the program to fulfil our needs, thus helping to increase pet adoptions. A Volunteer Coordinator for Animal Services was specifically noted as needed in Contra Costa Grand Jury Report 2105. This position does not currently exist and a job specification and salary scale would need to be created and brought back to City Council for approval. Although this position lies within the Animal Services Special Revenue Fund, it would result in an increase of the General Fund subsidy to Animal Services. The FY24 estimated annual salary and benefit range (Step A to E) is \$133,127 to \$154,803.
6. Pet Adoption/Foster/Rescue Coordinator – Animal Services. Pathway planning for shelter pets is an integral part of ensuring pets move through the shelter in a timely manner. Currently, several animal services personnel work together to ensure pets are put on the correct path. To determine the correct pathway, each pet must be individually evaluated for health and temperament several times during their stay in the shelter. As the proper pathway is determined, a staff member must begin the processes needed for placing the animal up for adoption, into a rescue or into a foster home. With an average of 80 pets in the shelter daily, coordinating this

process between multiple employees is an exhaustive process. One which often results in delays in placement due to confusion on who is handling the process for each individual pet. There needs to be one employee, the Pet Adoption/Rescue/Foster Coordinator, designated to handle this responsibility for the department, so other employees can focus on their intended duties. This position does not currently exist and a job specification and salary scale would need to be created and brought back to City Council for approval. Although this position lies within the Animal Services Special Revenue Fund, it would result in an increase of the General Fund subsidy to Animal Services. The FY24 estimated annual salary and benefit range (Step A to E) is \$133,127 to \$154,803.

7. Registered Veterinary Technician – Animal Services. Animal Services currently relies upon one Registered Veterinary Technician (RVT) to assist the veterinarian with medical care and surgery for all shelter pets. With only one RVT, we are limited in the number of spay/neuter surgeries that can be completed. Adding a second RVT would increase our surgery capacity and allow us to provide medical care for shelter pets earlier in their stay at the shelter. Additionally, without a second RVT available when the one current RVT is on leave, surgeries come to a halt, which causes an increased length of stay for all pets in the shelter. An increased length of stay causes a domino effect, as pets are held longer, overcrowding causes a higher workload for animal care staff and the potential for disease in the shelter increases drastically. If spay/neuter surgeries must be outsourced during an RVT absence, the cost for these surgeries is approximately \$10,000.00 per week. Although this position lies within the Animal Services Special Revenue Fund, it would result in an increase of the General Fund subsidy to Animal Services. The FY24 estimated annual salary and benefit range (Step A to E) is \$113,056 to \$130,411.

Note that all positions would require additional budget for uniforms, equipment, training, etc. if approved.

Other Police Budget Requests:

	FY24	FY25
Vehicle Replacements	\$576,318	\$541,272
Community Cameras	200,000	200,000
Taser Replacements	100,000	100,000
New Evidence Van	50,000	0
New Cubicles/Desks for Records	75,000	0
New Chairs for Dispatch	10,000	0
New Recording System for Dispatch	35,000	0
StarChase Subscription	60,000	60,000
Stop Sticks	10,000	10,000
SWAT replacement robot, drone, sniper rifles	116,000	0
Total Budget Requests	\$1,232,318	\$911,272

Public Safety and Community Resources

Additional budget requests are as follows:

1. It is anticipated that this Department will be allocated \$400,000 from the County Probation Department. The funds are not included in the draft budget as there is no formal documentation or agreement as of yet, or clear direction on what the funds can be spent on. In preparation for the anticipated funding, the City has been exploring leasing a storefront at the Sycamore Plaza as a resource center. Preliminary research indicates that the City may be able to lease the space for a term of three years at \$30,000 annually. It is unclear if the lease, or any portion thereof, can be paid for from the County funds which means potential General Fund impact could be \$90,000 over the three-year period.
2. Part time help for the Community Engagement Coordinator in the amount of \$26,289 in FY24 and \$26,339 in FY25.
3. Extension of Delta Landing contract in the amount of \$383,250 each fiscal year if agreed upon by County.
4. Purchase of two staff vehicles in FY24 at a budgeted cost of \$90,000.

The next table is a summary of the positions with their costs at the highest step and additional budget requests to reflect the total potential General Fund budget impact to aid the City Council in their evaluation.

SUMMARY OF GENERAL FUND POSITION AND OTHER BUDGET REQUESTS

Position Requests	FY24 Estimated Max Cost
Deputy City Attorney	\$ 354,057
City Engineer	386,492
Accounting Technician (Water Dept)	2,684
Accounting Technician (Accts Payable)	147,609
Human Resources Manager	232,455
Administrative Analyst (HR)	236,025
Administrative Analyst (Econ Development)	174,587
Recreation Coordinator	154,757
Recreation Services Manager	242,587
Two Recreation Services Assistants	283,482
Reclass Admin Asst II to Admin Asst III (Recreation)	5,123
Police Evidence Supervisor	237,998
Two Police Dispatchers	397,816
Seven Police Officers (requested for FY25)	2,844,359
Reclass Office Asst to CSR (Animal Services)	4,135
Volunteer Coordinator	154,803
Pet Adoption Coordinator	154,803
Registered Veterinary Technician	130,411
Part Time Help for Community Engagement Coordinator	26,289
Total FY24 Estimated Maximum Cost of All Positions	\$ 6,170,472

Other Budget Requests	FY23	FY24	FY25
Public Works Requests	\$ 178,784	\$ 256,732	\$ 306,098
City Attorney Request	\$ -	50,000	-
Police Department Requests	-	1,232,318	911,272
Public Safety and Community Resources Requests	-	503,250	413,250
Total Additional Budget Requests	\$ 178,784	\$ 2,042,300	\$ 1,630,620

As outlined above, the impact to the General Fund of all positions is \$6,170,472 (although the Officer positions are requested for FY25) if all were filled at the highest step. This amount will increase in FY25 due to COLA's and other benefit increases. Council direction is requested on each position and additional budget requests to include or exclude from the proposed General Fund budget. Based on current General Fund projections, the City cannot fiscally sustain approving all of these positions and additional asks. Funding these will increase General Fund expenditures and further reduce reserves, completely depleting Budget Stabilization Funds by the end of 2025 and General Fund reserves by fiscal year 2027. Projections with staffing and other budget requests are included in Attachment B.

ONE-TIME REVENUES

At the close of FY21, there was \$1,051,661 in non-police salary savings considered "one-time revenues" under current City policy. With the close of FY22, there was an additional \$950,823 in non-police salary savings, bringing the total for both fiscal years to



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 9, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney TLS

SUBJECT: Discussion Item: City Council Review of the Policy for the City, Including All of its Departments, Regarding the Selection of Attorneys Providing Contract Services, and the Review, Authorization and Execution of All Agreements for Legal Services and Services to be Provided by Attorneys to the City

RECOMMENDED ACTION

It is recommended that the City Council discuss and provide direction to the City Attorney.

FISCAL IMPACT

The fiscal impact is unknown at this time.

DISCUSSION

The California Government Code provides the basic duties for a city attorney. The following are several of the responsibilities:

- The city attorney shall advise the city officials in all legal matters pertaining to city business. (Gov't Code § 41801)
- The city attorney shall frame an ordinance or resolution required by the legislative body. (Gov't Code § 41802)
- The city attorney shall perform other legal services required from time to time by the legislative body. (Gov't Code § 41803)
- With the consent of the district attorney of the county, the city attorney of any general law city or chartered city within the county may prosecute any misdemeanor committed within the city arising out of violation of state law.

The Antioch Municipal Code states as follows:

- The Department of Legal Services shall be responsible for providing general legal services to the city, which shall include, but not be limited to, drafting ordinances and resolutions, providing advice and legal opinions to the Council and city staff, representing the city in court, and assuming other duties assigned by the City Council. (AMC § 2-3.603)

Resolution 2021/26, adopted by the Antioch City Council on February 26, 2021, consistent with state law and the Antioch Municipal code, further clarifies the role and responsibilities of the Antioch City Attorney. It states as follows:

1. [T]he City Attorney shall exercise discretion over the selection of all attorneys providing Legal Services, as defined herein, for the City including all of its departments.
2. [A]ll agreements for the provision of Legal Services, as defined herein, to the City, including all of its departments, or on behalf of the City that are to be paid by the City shall be submitted to the City Attorney for review and approval, and the City Attorney shall have the discretion to approve and execute all such agreements on behalf of the City when the City Attorney determines the agreement is consistent with Antioch Municipal Code, Title 3, Chapter 4, Article II. Any agreements for Legal Services to the City or on behalf of the City that are not approved by the City Attorney in writing shall be void.
3. [A]ll invoices for Legal Services, as defined herein, shall be required to be submitted to the City Attorney for review and payment through the City Attorney's Office. No payment shall be made for Legal Services pursuant to existing or future agreements unless approved in writing by the City Attorney. Therefore, the budgeted amount for the City Attorney's Office shall include the amounts necessary for the payment of such invoices.

Resolution 2021/26 is attached as Attachment A.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2021/26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH IMPLEMENTING A POLICY FOR THE CITY, INCLUDING ALL OF ITS DEPARTMENTS, REGARDING THE SELECTION OF ATTORNEYS PROVIDING CONTRACT SERVICES, AND THE REVIEW, AUTHORIZATION AND EXECUTION OF ALL AGREEMENTS FOR LEGAL SERVICES AND SERVICES TO BE PROVIDED BY ATTORNEYS TO THE CITY

WHEREAS, the City desires to implement a policy for the City, including all of its departments, regarding the selection of attorneys providing contract services, and the review, authorization and execution of all agreements for legal services and services to be provided by attorneys (collectively "Legal Services") to the City;

WHEREAS, any agreements for Legal Services to be provided to the City shall require approval consistent with Antioch Municipal Code, Title 3, Chapter 4, Article II, and written approval of the City Attorney;

WHEREAS, the City Attorney shall review all invoices submitted for Legal Services pursuant to existing agreements and agreements executed on or after the effective date of this Resolution, and be responsible for authorizing payment of such invoices; and

WHEREAS, the City Council believes that this policy will help improve quality and efficiency in the delivery of Legal Services.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby directs that the City Attorney shall exercise discretion over the selection of all attorneys providing Legal Services, as defined herein, for the City including all of its departments.

Section 3. The City Council hereby directs that all agreements for the provision of Legal Services, as defined herein, to the City, including all of its departments, or on behalf of the City that are to be paid by the City shall be submitted to the City Attorney for review and approval, and the City Attorney shall have the discretion to approve and execute all such agreements on behalf of the City when the City Attorney determines the agreement is consistent with Antioch Municipal Code, Title 3, Chapter 4, Article II. Any agreements for Legal Services to the City or on behalf of the City that are not approved by the City Attorney in writing shall be void.

Section 4. All invoices for Legal Services, as defined herein, shall be required to be submitted to the City Attorney for review and payment through the City Attorney's Office. No payment shall be made for Legal Services pursuant to existing or future agreements unless approved in writing by the City Attorney. Therefore, the budgeted

RESOLUTION NO. 2021/26

February 26, 2021

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amount for the City Attorney's Office shall include the amounts necessary for the payment of such invoices.


I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 26th day of February, 2021, by the following vote:

AYES: Council Members Torres-Walker, Wilson and Mayor Thorpe

NOES: Council Members Barbanica and Ogorchock

ABSTAIN: None

ABSENT: None


ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

