



## **ANNOTATED AGENDA**

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

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**Date:** Tuesday, March 26, 2024

**Time:** 5:00 P.M. – Special Meeting/Study Session  
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](http://www.antiochca.gov)). Please see the inside cover for detailed Speaker Rules.*

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

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

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer  
**Kwame P. Reed**, 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](mailto: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.

**5:00 P.M.      ROLL CALL – SPECIAL MEETING – for Council Members – *All Present***

**PLEDGE OF ALLEGIANCE**

**STUDY SESSION**

**SM-1.      EMINENT DOMAIN: PUBLIC ACQUISITIONS “THE CONDEMNATION PROCESS”**  
***Received***  
Recommended Action:    It is recommended that the City Council receive and file.

**5:42 P.M.      *MOTIONED TO ADJOURN SPECIAL MEETING/STUDY SESSION***

**6:00 P.M.      ROLL CALL – CLOSED SESSION – for Council Members – *All Present***

**PLEDGE OF ALLEGIANCE**

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



**CLOSED SESSION:**

- 1) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: James Adams v. New Way Management Services, Veronica Dean, and City of Antioch, Superior Court of California Contra Costa County, Case No. MSC 20-01457.

***Council motioned to settle the case in the amount of \$325,000  
4/1 (Ogorchock)***

- 2) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Bullock v. City of Antioch, Superior Court of California Contra Costa County, Case No. MSC19-01331.

***Direction provided to City Attorney***

- 3) **PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b).

***Direction provided to Human Resources Director and City Attorney***

**6:02 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION**

**7:09 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing  
Successor to the Antioch Development Agency – ***All Present*****

**PLEDGE OF ALLEGIANCE**

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

***COUNCIL MEMBER BARBANICA REQUESTED A MOTION TO SUSPEND THE RULES TO  
MOVE UP REGULAR AGENDA ITEM #4 TO BE HEARD AFTER AGENDA ITEM #1.***

***COUNCIL MEMBER OGORCHOCK MADE A SUBSTITUTE MOTION TO MOVE REGULAR  
AGENDA ITEM #4 TO BE HEARD AFTER THE CONSENT CALENDAR ITEM #3. THE  
SUBSTITUTE MOTION FAILED 2/3 (BARBANICA, TORRES-WALKER, AND HERNANDEZ-  
THORPE-NO).***

***THE PREVIOUS MOTION BY COUNCIL MEMBER BARBANICA TO SUSPEND THE RULES TO  
MOVE UP REGULAR AGENDA ITEM #4 TO BE HEARD AFTER AGENDA ITEM #1, WAS  
APPROVED; 5/0***

**1. INTRODUCTION OF NEW CITY EMPLOYEE**

## **COUNCIL REGULAR AGENDA**

### **4. DISCUSSION ITEM: JUST CAUSE EVICTION ORDINANCE**

**Council consensus directing staff to bring back a just cause eviction ordinance**

*Recommended Action: It is recommended that the City Council:*

1) *Review, discuss, and provide feedback to staff on the staff report and just cause eviction ordinances from other cities; and*

2) *Direct staff to:*

a) *Prepare a just cause eviction ordinance for the City of Antioch;*

*or*

b) *Take no further action.*

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

- 3<sup>RD</sup> ANNUAL EGGSTRAVAGANZA & REC EXPO – March 30, 2024  
Antioch Water Park, 4701 Lone Tree Way, 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 FEBRUARY 27, 2024**

***Approved, 5/0***

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

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

**B. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 12, 2024**

***Continued, 5/0***

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

**C. COUNCIL SPECIAL MEETING FOR MARCH 19, 2024 – NO QUORUM**

***Approved, 5/0***

Action: March 19, 2024 – Order of Adjournment due to lack of a quorum.

**D. APPROVAL OF COUNCIL WARRANTS**

***Approved, 5/0***

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

**E. REJECTION OF CLAIMS: THOMAS O’CONNOR, INEZ ROGERS, ELIJAH SWANSON, MAVERICK SWANSON, HARLEY SWANSON, KENNEDY SWANSON, BILLIE SWANSON, SARAH SWANSON, AND TANIA SWANSON**

***Rejected, 5/0***

Recommended Action: It is recommended that the City Council reject the claims submitted by Thomas O’Connor, Inez Rogers, Elijah Swanson, Maverick Swanson, Harley Swanson, Kennedy Swanson, Billie Swanson, Sarah Swanson, and Tania Swanson.

**F. 2023 ANNUAL HOUSING ELEMENT PROGRESS REPORT, HOUSING SUCCESSOR ANNUAL REPORT AND PROGRESS REPORT FOR THE GENERAL PLAN**

***Received and filed, 5/0***

Recommended Action: It is recommended that the City Council receive and file the 2023 Annual Housing Element Progress Report, Housing Successor Annual Report, and Progress Report for the General Plan.

**G. PEREGRINE TECHNOLOGIES CONTRACT AGREEMENT**

***Reso No. 2024/37 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Acting City Manager to execute an agreement with Peregrine Technologies for a software license for a term of three years with an option for two one-year extensions in an amount up to \$127,000 annually for a total amount not to exceed \$635,000.

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

- H.** RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F017 TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 04-5038F15 FOR FEDERAL AID PROJECTS FOR THE ANTIOCH – L STREET PATHWAY TO TRANSIT (P.W. 234-15)

***Reso No. 2024/38 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Acting City Manager or designee to execute the Program Supplement Agreement No. F017 to Administering Agency-State Agreement No. 04-5038F15 for Federal Aid Projects for the Antioch – L Street Pathway to Transit.

- I.** AWARD OF AGREEMENT WITH GOLDEN GATE TRANS INC. FOR LANDSCAPING MATERIAL PURCHASES AND DELIVERIES

***Reso No. 2024/39 adopted, 5/0***

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

- 1) Awarding a multi-year agreement to Golden Gate Trans Inc., for the purchase and deliveries of landscaping materials on an as needed basis beginning Fiscal Year 2023/24 through Fiscal Year 2025/26 in the amount of \$986,568, and a two-year extension period from Fiscal Year 2026/27 through Fiscal Year 2027/28 in the amount of \$691,294.50 for a total five-year amount not to exceed \$1,677,862.50; and
- 2) Authorizing the Acting City Manager to execute the Agreement with Golden Gate Trans Inc., of Richmond, CA, in a form approved by the City Attorney.

- J.** INCREASE TO THE PURCHASE ORDER WITH CORE AND MAIN FOR THE PROCUREMENT OF WATER DISTRIBUTION MAINTENANCE PARTS AND SUPPLIES

***Reso No. 2024/40 adopted, 5/0***

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

- 1) Approving an increase to the Fiscal Year 2023/24 purchase order with Core and Main for procurement of water distribution maintenance parts and supplies in the amount of \$100,000 for a total purchase order amount not to exceed \$600,000; and
- 2) Authorizing the Acting City Manager to execute the purchase order increase.

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

**K. FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CENTRICITY GIS, LLC FOR IMPLEMENTATION OF CITYWORKS ASSET MANAGEMENT SOFTWARE**

***Reso No. 2024/41 adopted, 5/0***

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

- 1) Approving the first amendment to the consulting services agreement with Centricity GIS, LLC for implementation of asset management software in the amount of \$70,000 for a total contract amount of \$141,000, and extending the term of the agreement to July 4, 2025; and
- 2) Authorizing the Acting City Manager to execute the first amendment to the consulting services agreement in a form approved by the City Attorney.

**L. INCREASE TO THE PURCHASE ORDER WITH BACKFLOW DISTRIBUTORS FOR THE PROCUREMENT OF WATER DISTRIBUTION BACKFLOW PARTS AND SUPPLIES**

***Reso No. 2024/42 adopted, 5/0***

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

- 1) Approving an increase to the Fiscal Year 2023/24 purchase order with Backflow Distributors for procurement of water distribution backflow parts and supplies in the amount of \$100,000 for a total purchase order amount not to exceed \$265,000; and
- 2) Authorizing the Acting City Manager to execute the purchase order increase.

**M. APPROVAL OF A PURCHASE ORDER WITH BADGER METER, INC. FOR WATER METERS AND REPAIR PARTS**

***Reso No. 2024/43 adopted, 5/0***

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

- 1) Approving a purchase order in the amount of \$500,000 with Badger Meter, Inc. for the purchase of water meters and repair parts; and
- 2) Authorizing the Acting City Manager to execute the purchase order.

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

**N. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE MAINTENANCE SERVICE CENTER WAREHOUSE IMPROVEMENTS (P.W. 143-R)**

***Reso No. 2024/44 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager to file a Notice of Completion for the Maintenance Service Center Warehouse Improvements Project.

**O. RESOLUTION ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2024/25 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM**

***Reso No. 2024/45 adopted, 5/0***

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

- 1) Determining that the rate to be assigned to a single Equivalent Runoff Unit for Fiscal Year 2024/25 shall be set at twenty-five dollars (\$25.00); and
- 2) Requesting the Contra Costa County Flood Control and Water Conservation District adopt Stormwater Utility Assessment Drainage levies based on the rate for a single Equivalent Runoff Unit for Fiscal Year 2024/25, which shall be set at twenty-five dollars (\$25.00).

**COUNCIL REGULAR AGENDA – Continued**

***[ITEM #4 MOVED UP]***

## **COUNCIL REGULAR AGENDA – Continued**

5. APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 800 WEST 2ND STREET, ANTIOCH, CA (APN 066-091-017); AUTHORIZING ACTING CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH SKEJUL, LLC; APPROVING CERTAIN RELATED ACTIONS; AND MAKING CEQA EXEMPT FINDINGS

***Reso No. 2024/46 adopted, 4/1 (Ogorchock)***

Recommended Action: It is recommended that the City Council adopt a resolution approving the purchase of the real property located at 800 W. 2nd Street, Antioch, California (APN 066-091-017) (“Property”); authorizing the Acting City Manager or designee to execute the Purchase and Sale Agreement and Joint Escrow Instructions with SKEJUL, LLC for purchase of the Property with a purchase price in the amount of \$1,830,000.00 plus closing costs and fees, and take all related actions necessary to complete the acquisition; and making a finding that the purchase of the Property is found to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA).

### **PUBLIC COMMENTS**

### **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 90 days.*

**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 meeting at 10:02 p.m., 5/0***



# PUBLIC ACQUISITIONS

## “The Condemnation Process”

Presented By:  
Guillermo A. Frias  
BBK Partner



Best Best & Krieger



Company/BestBestKrieger



@BBKlaw



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ATTORNEYS AT LAW

# GENERAL QUESTIONS TO CONSIDER

- Financial Feasibility: Full acquisition or only partial? Real property and/or business? Is grant funding available? Valuations are needed, and, eventually, acquisitions.
- Environmental Feasibility: What are the impacts of construction and operation? Are there sensitive habitats and project issues to be avoided?
- Policy Feasibility: Even if you can acquire and build, should you? How much property or businesses may be needed for acquisition? Are other agencies and the public opposed (public outreach)? Are there better options for achieving the same result?



# THE PUBLIC USE REQUIREMENT

- Code Civ. Proc. §1240.010 provides: The power of eminent domain may be exercised to acquire property only for a public use.
- Public use has been generally defined as “a use which concerns the whole community or promotes the general interest in its relation to any legitimate object of government.” (*Bauer v. County of Ventura* (1955) 45 Cal. 2d 276, 284.)
- The activities which constitute a public use continue to expand. (*City of Oakland v. Oakland Raiders* (1982) 32 Cal.3d 60, 72.)





# THE PROPERTY

- Why Is This Property Needed?
- Commercial/Industrial/Residential?
- Vacant/Occupied?
- Full Or Partial Acquisition?
- Fee And/Or Easement Interests Needed?
- Permanent And/Or Temporary Interests Needed?
- Have Legals And Plats And Easement Definitions Been Prepared?
- Any Title Work—Have Owners/Interested Parties Been Identified?  
(Will Need For Conflict Check)
- Any Permanent/Temporary Displacement Due To Project?
- Any Permanent/Temporary Change In Access Due To Project?
- History Of Use Of Property: Any Potential Contamination?
- Is Access To The Property Needed For Project Design, Appraisal Or Site Assessment?



# THE PROJECT

- Why/What Is The Public Use (Housing, Transportation, Education, Infrastructure, etc.)?
- What Is The Project?
- No Project, No Acquisition. (*City of Stockton v. Marina Towers LLC* (2009) 171 Cal.App.4th 93, 109-110.)
- What Studies?
  - Safety?
  - Congestion?
  - Jobs/Economic Development?
  - Housing Shortage?
- Is CEQA Compliance Underway Or Completed?
- How Much Property Needs To Be Acquired?
- Any Displacement Of Businesses Or Residents?
- Have Relocation Issues And Funding Been Considered And Worked Out?
- How Is The Project Being Funded? Any State Or Federal Funding?
- Any Oversight By A Third Party? (Caltrans, Federal Agencies)



# THE IMPACT OF AB26

- AB26 eliminated redevelopment agencies.
- Successor agencies were created to dispose of properties for the benefit of local taxing entities.
- Projects were terminated, abandoned or shelved.
- City's, however, have the power of eminent domain. (Govt. Code §37350.5: "A city may acquire by eminent domain any property necessary to carry out any of its powers or functions.")
- Gov. Code, § 52200.6 states that SB 470 "shall not be interpreted to authorize the use of eminent domain for **economic development** purposes."



# THE BASIC PROCEDURES

- Notice of Decision to Appraise
- Appraisal Or Update Existing Appraisal If One Year Or More Since Prior Appraisal
- Approval of Appraisal By Agency
- Precondemnation Offer For The Property
- \$5,000 Offer For An Independent Appraisal
- Provide Property Owner With Informational Packet
- Negotiations
- CEQA Compliance
- Notice of RON Hearing
- Filing Of Eminent Domain Action
- Filing Of Motion For Prejudgment Possession
- Service Of Prejudgment Possession Order
- Prejudgment Possession
- Valuation Trial
- Total Time: 2 to 3 years, maybe more





# THE ACQUISITION TEAM

- Wide Variety Of Potential Consultants Needed; Attorney Functions As General Contractor/Offensive Coordinator
- Real Estate Appraiser
- Title Company
- Acquisition/Relocation Consultant
- Business Appraiser
- Fixtures And Equipment Appraiser
- Civil Engineer
- Traffic Engineer
- Land Use Planner
- Specialist For Type Of Business Or Improvements On Property
- Environmental/CEQA Consultant
- Geotechnical Firm



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# THE SCHEDULE

- The eminent domain schedule is usually driven by the agency's need for prejudgment possession.
- The need for prejudgment possession is often driven by funding and related certification deadlines, but may be guided by other considerations, such as construction deadlines.
- Is there a target date for either completing the project or beginning construction? Weather considerations? Availability of personnel, materials and/or equipment?
- Are there multiple parcels/ownerships that right of way is needed from?
- Is the property occupied or vacant?
- Important: the time involved for acquisition and/or possession under the worst case scenario must be considered. Don't bury your head and assume all will go well.



# WHEN IS CEQA COMPLIANCE REQUIRED?

- Environmental Review Should Be Prepared As Early In The Planning Process As Possible To Enable Environmental Considerations To Influence Project Program And Design
- But Late Enough To Provide Meaningful Information For Environmental Assessment (*CEQA Guidelines § 15004(b)*)



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# CEQA/PUBLIC PROJECTS – PUBLIC AGENCIES SHALL NOT:

- Formally make a decision to proceed with the use of a site for facilities which would require CEQA review, regardless of whether the agency has made any final purchase of the site for these facilities...(*CEQA Guidelines § 15004(b)(2)(A)*)
- Otherwise take any action which... forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project (*CEQA Guidelines § 15004(b)(2)(B)*)
- The Key: CEQA Review MUST Be Completed Before **“Approval”** Of A Project



# FORMS OF ENVIRONMENTAL DUE DILIGENCE

- Phase I Environmental Site Assessments
- Phase II Site Investigations
- Environmental Remediation
- Agency Compliance, Negotiation and Liaison



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# WHY DO WE WORRY ABOUT PRE-COMMITMENT?

- CEQA: If a court finds an agency has gone too far, a writ of mandate may be issued rescinding project approvals.
- Eminent Domain: Pre-commitment is a right to take objection that will defeat an eminent domain action.
- This is problematic because:
  1. Cost of litigation (your own and potentially petitioner's fees)
  2. Project stopped dead in its tracks
  3. Can lose grant funding tied to particular time frames
  4. Can result in construction contract damages
  5. Even aside from the money, the agency may bear gall out from A court order finding the agency violated the law





# EXAMPLE: Property Boundary Surveys & Rights of Access for Property Tests

- Best Practice:
  - Talk With Staff Ahead Of Time To Make Sure They Know How To Respond To Questions From Property Owners
  - Need To Be Clear That No Decision Has Been Made
  - Merely Evaluations Whether To Proceed





# THANK YOU

Guillermo A. Frias



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## **INTRODUCTION OF NEW CITY EMPLOYEE**

**DATE:** Regular Meeting of March 26, 2024

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

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

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- City Attorney Thomas Lloyd Smith would like to introduce:
  - Kevin W. Kunding, Assistant City Attorney





3RD ANNUAL

# EGGSTRAVAGANZA & REC EXPO



ALL AGES!

EASTER EGG HUNTS,  
ACTIVITY SHOWCASE,  
GAMES, AND MORE!



**MARCH 30TH : 11AM - 3PM**

**ANTIOCH WATER PARK : \$8 PRE-REGISTRATION**

**4701 LONE TREE WAY : \$12 AT THE DOOR**

Celebrate the season at the Antioch Water Park!  
Enjoy scheduled egg drops with eggs hidden both in  
and out of the water around the park. Be sure to bring  
your bathing suit! You never know what kind of prizes  
will be inside! Bag provided to collect eggs.

Buy your tickets at [AntiochWaterPark.com](http://AntiochWaterPark.com)

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

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

**February 27, 2024  
Council Chambers**

**5:30 P.M. - CLOSED SESSION**

Mayor Hernandez-Thorpe called the Closed Session to order at 5:30 P.M., and Acting City Clerk Rosales called the roll.

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

**PLEDGE OF ALLEGIANCE**

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

- 1. CONFERENCE INVOLVING JOINT POWERS AGENCY** – Municipal Pooling Authority and ERMA (Employment Risk Management Authority) – This closed session is authorized pursuant to California Government Code section 54956.96. Discussion will concern: City risk management assessment; Name of local agency representative on joint powers agency board: City Attorney Thomas Lloyd Smith, City of Antioch; Appearing on behalf of joint powers board: Linda Cox, Municipal Pooling Authority and Rob Kramer, ERMA (Employment Risk Management Authority).
- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Bullock v. City of Antioch, Superior Court of California Contra Costa County, Case No. MSC19-01331.
- 3. PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b).
- 4. CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Acting City Manager Kwame P. Reed, City Attorney Thomas Lloyd Smith, and Human Resources Director Ana Cortez; Employee organizations: Antioch Public Works Employees Association and Management Unit.

**PUBLIC COMMENTS** – None

**ADJOURN TO CLOSED SESSION**

Mayor Hernandez-Thorpe adjourned to Closed Session at 5:32 P.M.

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

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

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

### **PLEDGE OF ALLEGIANCE**

Mayor Hernandez-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 INVOLVING JOINT POWERS AGENCY**, direction given to Acting City Manager and City Attorney, **#2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action, **#3 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, direction given to Director of Human Resources and City Attorney; and, **#4 CONFERENCE WITH LABOR NEGOTIATORS**, direction given to Acting City Manager.

**A MOTION WAS MADE BY COUNCILMEMBER OGROCHOCK AND SECONDED BY COUNCILMEMBER BARBANICA TO SUSPEND THE RULES TO MOVE ITEM #3 AS THE NEXT ORDER OF BUSINESS.**

**A SUBSTITUTE MOTION WAS MADE BY COUNCILMEMBER WILSON AND SECONDED BY COUNCILMEMBER OGROCHOCK TO SUSPEND THE RULES AND MOVE ITEMS #3 INTRODUCTION OF NEW CITY EMPLOYEES AND #4 PROCLAMATIONS, TO BE HEARD AS THE NEXT ORDER OF BUSINESS. THE MOTION PASSED UNANIMOUSLY.**

### **3. INTRODUCTION OF NEW CITY EMPLOYEES**

Acting Director of Public Works/City Engineer Buenting introduced Anna Davis, Administrative Assistant II, Deanna Wells, Administrative Assistant II and Deric Mutulo, Water Plant Maintenance Worker.

Acting Director of Community Development Scudero introduced Nathan Tinclair, Associate Planner.

Acting City Manager Reed introduced Interim Chief of Police Addington.

Frank Sterling requested Acting City Manager Reed reconsider the appointment of Interim Police Chief Addington.

#### 4. PROCLAMATIONS

- *In Honor of Bob Butler Week, February 23 – 29, 2024*
- *American Red Cross Month, March 2024*

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

Larry Ford accepted the *American Red Cross Month* proclamation and discussed their community outreach efforts.

Bob Butler accepted the *In Honor of Bob Butler Week* proclamation and discussed his journalism career and volunteer efforts during the pandemic.

**ON MOTION BY COUNCILMEMBER WILSON, SECONDED BY COUNCILMEMBER OGORCHOCK, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL CONSENT CALENDAR ITEM #6F AS THE NEXT ORDER OF BUSINESS.**

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

##### F. DISPLAY OF THE PAN-AFRICAN FLAG AT CITY HALL

Leslie May requested Council extend the time the Pan-African flag would be flown in Antioch.

Tachina Garrett provided a history of the Pan African Flag and thanked the City for displaying the flag at City Hall.

Mayor Hernandez-Thorpe explained that the request to fly the flag, which came from ACCE Antioch, was submitted in a timely fashion; however, due to an error, it was not brought forward. Therefore, he requested extending the time of flying the flag through May.

#### **RESOLUTION NO. 2024/23**

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the City Council approved Consent Calendar Item F to fly the Pan-African Flag at City Hall until Juneteenth 2024.

Mayor Hernandez-Thorpe declared a recess to raise the flag at 7:35 P.M. The meeting reconvened at 7:40 P.M. with all Councilmembers present.

**ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER BARBANICA, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED THE REMAINING COUNCIL CONSENT CALENDAR ITEMS TO BE HEARD AS THE NEXT ORDER OF BUSINESS.**

6. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
- A. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JANUARY 30, 2024**
- B. **APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 13, 2024**
- C. **APPROVAL OF COUNCIL WARRANTS**
- D. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
- E. **ORDINANCE NO. 2238-C-S SECOND READING – PG&E SERVICE CENTER SECOND READING (PD-21-05, UP-21-14, DR2023-0022) (*Introduced on February 13, 2024*)**
- F. ***(THIS ITEM WAS MOVED UP IN THE AGENDA)***
- G. **RESOLUTION NO. 2024/24 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 503-19)**
- H. **RESOLUTION NO. 2024/25 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE WEST ANTIOCH CREEK SILT REMOVAL (P.W. 201-5A)**
- I. **RESOLUTION NO. 2024/26 APPROVAL OF EXTRA STREET SWEEPING SERVICES FROM SWEEPING CORPORATION OF AMERICA UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 062421-SWP**
- J. **RESOLUTION NO. 2024/27 CONSIDERATION OF BIDS FOR THE COUNTRY HILLS DRIVE SOUNDWALL REPLACEMENT (P.W. 561-3)**
- K. **RESOLUTION NO. 2024/28 AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH CRUSADER FENCE COMPANY FOR THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR (P.W. 567-11)**
- L. **RESOLUTION NO. 2024/29 INITIATE PREPARATION OF THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT CITY ENGINEER'S REPORT FOR FISCAL YEAR 2024/25**

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

**Item H** – An unidentified speaker requested details on the costs of this project.



Acting Director of Public Works/City Engineer Buenting reported that the bid for this project was awarded to the lowest responsible and qualified bidder. He explained that it was funded through a grant, and the project removed silt to improve flow in the creek.

On motion by Councilmember Ogorchock, seconded by Mayor Hernandez-Thorpe the City Council unanimously approved Item H.

**Item I** – Leslie May reported street sweeping was not occurring in her neighborhood (District 1).

Acting Director of Public Works/City Engineer Buenting stated he would investigate Ms. May's concerns.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Torres-Walker to approve Item I.

Councilmember Torres-Walker expressed her ongoing concern regarding parking enforcement and emphasized the importance of coordination between parking enforcement and street sweepers to ensure effective street sweeping services. She inquired about the city's plans for notifying residents of their street sweeping days.

Acting City Manager Reed responded that parking enforcement was a priority for the Antioch Police Department (APD). He added that they would work with the contractor on proper notification and to accomplish effective street sweeping services.

A vote taken on the previous motion to approve Item I unanimously passed.

**Item J** – An unidentified speaker reviewed the bids received for the project and expressed concern regarding the cost of temporary fencing. He requested licenses be included for the subcontractors and questioned who was quoting the work. He also discussed emergency shelter housing.

Acting Director of Public Works/City Engineer Buenting explained that while unit prices varied, the bidder in question was the lowest bidder, and all bids contained the same amount of work. He clarified that estimates were often prepared by him, and they aimed to provide accurate costs based on the project. He emphasized that his estimate did not influence bids, as contractors were bidding against each other.

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

**Item L** – Erika Raulston expressed concern regarding the lack of efficient street lighting in her neighborhood.

An unidentified speaker voiced support for the previous comments and expressed concern about the absence of lighting improvements. He discussed a potential funding source for new street lighting.

Acting Director of Public Works/City Engineer Buenting clarified that the item under discussion pertained to lighting and landscape district assessments. However, he mentioned that staff was exploring the replacement of streetlights funded through another source.

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

**PUBLIC HEARING – Continued from February 13, 2024**

**1. ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE ANTIOCH MUNICIPAL CODE RELATING TO ORGANIZING OR ADVERTISING STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS**

City Attorney Smith presented the staff report dated February 27, 2024, recommending the City Council introduce by title only and waive further reading of the ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code relating to “Organizing or Advertising Street Racing, Sideshows, and Reckless Driving Exhibitions.”

Mayor Hernandez-Thorpe opened the public hearing.

Addison Peterson expressed support for fining spectators at sideshows.

Mayor Hernandez-Thorpe closed the public hearing.

Councilmember Ogorchock expressed concern that events that had caused emergency responders to be unable to reach their destinations had not been addressed in the Ordinance. She requested that the ordinance be stronger, like other nearby jurisdictions, which had escalating fines and penalties.

Mayor Hernandez-Thorpe explained that the Ordinance had returned based on Council discussion and direction. He clarified that Antioch was a General Law city and did not have the same capacity as Charter cities regarding their fine structure.

Councilmember Torres-Walker commented that other cities had stronger ordinances, yet they had not been able to prevent sideshows. She voiced her support for this ordinance and discussed the importance of proactive measures to prevent sideshows from occurring. Additionally, she emphasized the need to address traffic enforcement.

Mayor Hernandez-Thorpe mentioned that Acting Director of Public Works/City Engineer Buenting was working on deterrents for spinouts at intersections, which would be brought to Council in the future.

City Attorney Smith commented that there was a range of penalties for individuals involved in sideshows, with some falling under state and others under the city's jurisdiction. He noted that this ordinance would support the APD in their efforts to prevent these activities from occurring.

Councilmember Wilson expressed concern for the organizers of these events.

Interim Chief of Police Addington commented that sideshows were illegal, dangerous, and needed to be stopped. He reported that in years past, Antioch had the best system for proactive monitoring and stopping events from occurring, but that program no longer existed, and now APD was reactive in their response. He further noted there were existing California laws that dealt with those participating in sideshows. He stated this ordinance would be a helpful tool for officers and would send a strong message that this behavior would not be tolerated. He reported no one had ever been arrested under Pittsburg's spectator ordinance. He stated that he understood that this was one of the city's priorities.

On motion by Councilmember Torres-Walker, seconded by Councilmember Barbanica, the City Council unanimously introduced by title only and waived further reading of the ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code relating to "Organizing or Advertising Street Racing, Sideshows, and Reckless Driving Exhibitions."

### **COUNCIL REGULAR AGENDA – Continued from February 13, 2024**

#### **2. BUDGET REQUESTS CONTINUED FROM NOVEMBER 28, 2023**

Finance Director Merchant presented the staff report dated February 27, 2024, recommending the City Council adopt a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets for staffing and other items considered at the meeting of February 27, 2024.

Frank Sterling, Francisco Torres, Teki Flow, Sara B, Rena Moore, representing Reimagine Antioch and Sumaya Alkatib requested the City Council reallocate the proposed CSO position funding to programming opportunities within the Public Safety and Community Resources Department.

An unidentified speaker expressed concern that the Human Resources Specialist was only being funded for \$30,000 and supported the previous requests from Reimagine Antioch.

An unidentified speaker expressed concern that the Water Park maintenance fund would be insufficient since the Water Park was running deficit every year. He suggested reallocating the maintenance fund to the library and reclassifying the Assistant City Manager position as a grant writer.

Finance Director Merchant explained the request related to the Human Resources Specialist was a reclassification and the cost was the differential between the existing position and what it would be at the higher rate. She commented that all the salaries listed included all benefits.

Councilmember Torres-Walker stated that she believed the City's Risk Manager needed additional support. She questioned why Antioch did not have an Occupational Health & Safety Analyst or Coordinator.

Finance Director Merchant stated in speaking with Director of Human Resources Cortez she indicated that she wanted to recognize that an individual was already performing in this capacity, and she wanted to compensate them for providing the additional services.

Councilmember Torres-Walker stated she supported reclassification of this position so this person could receive the pay for the job they were performing outside of their classification. She stated she believed HR was understaffed, especially for Risk Management.

Acting City Manager Reed stated he would discuss an overall assessment of Human Resources needs with Director of Human Resources Cortez. He explained the primary portion of the Assistant to the City Manager's job would be grant writing and assisting with requests from City Council. He noted if the position were approved it would come back to Council with a job specification tailored to looking at grant opportunities.

Councilmember Wilson stated she supported additional dispatchers to help support the crisis response team. She noted in the future, she would support a dedicated dispatcher for the crisis response team.

In response to Councilmember Barbanica, Interim Chief of Police Addington stated he was aware of the APD staffing requests; however, he was not part of the analysis. He confirmed that there was a need for two additional dispatchers; however, he had not yet analyzed a need for CSO positions.

Councilmember Barbanica stated he would like Acting Chief Addington to review the CSO staffing requests to determine if there were additional needs.

In response to Mayor Hernandez-Thorpe, Acting City Manager Reed stated the staffing requests came from the department heads and there were no requests from the Department of Public Safety and Community Resources.

Mayor Hernandez-Thorpe stated he would not support any staff requests. He explained that the Department of Public Safety and Community Resource had taken some burden off the APD, and he felt the City Council should take that under consideration when determining additional staffing needs for that department. He stated he would not support consideration of an Assistant to the City Manager position until a permanent City Manager was hired.

Discussion ensued regarding the additional staff and other budget requests with Council consensus supporting funding for the 2 Dispatchers (Police) for \$386,807 and the Water Park Maintenance Fund for \$200,000.

**RESOLUTION NO. 2024/30**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council adopted a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets to include funding for two Police Dispatchers and the Water Park Maintenance Fund. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Hernandez-Thorpe

Abstain: Torres-Walker

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Mayor Hernandez-Thorpe announced a Black History Month Closing Celebration and Key to the City Presentation would be held at 6:30 P.M. on February 29, 2024, at Delta Bay Community Church.

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

City Clerk Householder announced the following Board and Commission openings.

- Board of Administrative Appeals
- Parks and Recreation Commission
- Sales Tax Citizens' Oversight Committee

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

**PUBLIC COMMENTS**

Deborah Polk, Rising Juntos, requested Council place a Just Cause for Evictions Ordinance on a future Council agenda.

Christine Clark, Rising Juntos, requested Council place a Just Cause for Evictions Ordinance on a future City Council agenda and spoke in support of a ceasefire in Gaza.

Abu Bakr Elgarguri, BMCC, speaking on behalf of Muslim Community, Isabella Klaus, Ahmad, Antioch resident, Hasan Elwir and Mushda Farez requested the Council agendize a Cease Fire Proclamation or Resolution.

Lynette and Daniel Solario spoke in opposition to Antioch Unified School District Bond Measure B.

Sumaya Alvatib, Contra Costa & Palestine, Antioch resident, spoke in support of freeing Palestine.

Leslie May requested staff launch an investigation into AMR and Sutter Hospital for alleged misconduct.

Francisco Torres, Reimagine Antioch Police Accountability Working Committee, expressed concern regarding the appointment of Interim Chief of Police Addington.

Several speakers discussed Black History events in honor of Black History Month.

Sara B., Reimagine Antioch Police Accountability Working Committee, spoke in opposition to the appointment of Interim Chief of Police Addington. She urged Council to support a ceasefire in Palestine. She discussed misconduct of medical professionals and law enforcement.

Frank Sterling thanked everyone who recognized Black History Month and discussed Black History events. He requested the Council support a resolution in support of a ceasefire.

Al Dargma, Antioch resident, stated the Muslim community supported justice, civil rights, and equality. He opposed the use of American tax dollars supporting war crimes.

Patricia Granados, Reimagine Antioch Police Accountability Oversight Working Committee, expressed concern regarding the appointment of Interim Chief of Police Addington. She spoke in opposition to Measure B and requested Council support a ceasefire.

Vanessa O. reported that her vehicle had been stolen and there was a delay in receiving a police report. She stated the lack of police enforcement and the increased presence of encampments had caused an increase in vehicle and retail theft.

An unidentified speaker discussed his efforts to advance affordable housing projects.

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

Councilmember Torres-Walker reported on her attendance at the Human Rights and Racial Equity Ad Hoc Committee meeting. She congratulated Acting Captain Vigil for completing Command College. Additionally, she addressed the community's concerns regarding the appointment of Interim Police Chief Addington, encouraging residents to observe his actions and give him a chance to demonstrate his commitment to community policing and ensuring a non-biased police department. She spoke in support of a resolution endorsing a ceasefire.

Councilmember Barbanica provided a brief history of an investigation that occurred during his employment with the Pittsburg Police Department. He reported that Interim Chief Addington was responsible for bringing forward information on alleged text messages, which led to the FBI's investigation of the APD. He welcomed Interim Chief of Police Addington to Antioch.

Councilmember Ogorchock reported on her attendance at the Cal Cities meeting. Additionally, she welcomed Interim Chief of Police Addington to the APD.

Councilmember Wilson reported that the Cannabis Standing Committee should be meeting soon, and she would be attending Tri Delta Transit on February 27, 2024.

### **MAYOR'S COMMENTS**

Mayor Hernandez-Thorpe expressed gratitude to everyone for attending the meeting and acknowledged ACCE for requesting the Pan-African Flag to be flown at City Hall. He announced that the Just Cause Ordinance would be coming to Council in the form of a Special Work Session in March. reported an increase in property crimes throughout the Bay Area, highlighting the importance of addressing public safety concerns. He requested the community allow Interim Chief of Police Addington the opportunity to lead the City and stated he appreciated that he had taken the position. He commented on the request for a Resolution in support of a Cease Fire and acknowledged important issues it raised. He spoke in support of ending funding that allowed wars to continue in other countries and for the responsible use of tax dollars by the government. He mentioned that he would decide when to bring this item back for discussion.

**PUBLIC COMMENT – None**

### **STAFF COMMUNICATIONS**

Acting City Manager Reed announced that the Economic Development Department had successfully obtained a fellow, Gaby Seltzer, through the Economic Recovery Corp who would be assisting the City for a term of two and a half years.

**COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – None**

### **ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Mayor Hernandez-Thorpe, the City Council unanimously adjourned the meeting at 10:30 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 26, 2024

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

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

**SUBJECT:** City Council Meeting Minutes of March 12, 2024

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of March 12, 2024.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.





## **ORDER OF ADJOURNMENT**

NOTICE IS HEREBY GIVEN that the Antioch City Council Special Meeting for **Tuesday, March 19, 2024, has been ADJOURNED due to lack of a quorum.**

This notice is prepared and posted in accordance with Government Code section 54955.

Noticed by: City Clerk's Office  
March 19, 2024

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03-26-24



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

**100 General Fund**

**Non departmental**

00411602	BETTER EARTH INC	REFUND CBSC FEE	5.54
00411620	COLONIAL LIFE	MONTHLY PREMIUM	1,136.98
00411623	CONTRA COSTA COUNTY	PAYROLL	50.00
00411642	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	47,955.50
00411652	HORNE	UNAPPLIED PAYMENT REFUND	1,630.48
00411659	KOTA CONSTRUCTION	REFUND CBSC FEE	6.94
00411662	LIFE INSURANCE COMPANY OF NA	PAYROLL	4,798.84
00411671	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,288.35
00411679	PARS	PAYROLL	4,863.66
00411681	QUADIENT LEASING USA INC	POSTAGE	3,000.00
00411691	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	3,319.00
00411693	STATE OF CALIFORNIA	PAYROLL	120.00
00411696	SUNPOWER CORPORATION	REFUND SMIP FEE	1.91
00411697	SUNRUN INSTALLATION SERVICES, INC.	REFUND CBSC FEE	4.08
00947766	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	44,997.00
00947770	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,209.78

**City Council**

00411590	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,950.63
00411712	AMERICAN TROPHIES	EVENT AWARDS	509.24

**City Attorney**

00411587	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	58,952.52
00411600	BERTRAND FOX ELLIOT OSMAN & WENZEL	LEGAL SERVICES RENDERED	2,030.00
00411601	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	18,229.04
00411609	CANON FINANCIAL SERVICES	COPIER LEASE	44.77
00411619	COLE HUBER LLP	LEGAL SERVICES RENDERED	1,474.95
00411641	FEDEX	SHIPPING	32.96
00411661	LEXISNEXIS	SOFTWARE SUBSCRIPTION	244.00
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	323.40
00411699	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	1,679.40
00411767	LAW OFFICE OF RUTHANN G ZIEGLER	CHECK REPLACEMENT	9,377.50
00411796	SHRED IT INC	DOCUMENT SHREDDING SERVICES	45.65
00411798	SMITH, THOMAS LLOYD	EXPENSE REIMBURSEMENT	818.50

**City Manager**

00411578	AMBIUS	PLANT SERVICES	374.92
00411590	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	119.12
00411591	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,387.99
00411609	CANON FINANCIAL SERVICES	COPIER LEASE	44.77
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	59.10
00411709	WILLIAM BRIAN ADDINGTON	CONSULTING SERVICES	1,925.00
00411744	CSI SERVICES INC	PROFESSIONAL SERVICES	3,250.00
00411768	LEAGUE OF CALIF CITIES	CONFERENCE FEES	180.00

**City Clerk**

00411574	ACCONTEMPS	TEMP SERVICES	1,504.88
00411637	EIDEN, KITTY J	MINUTES CLERK	625.00
00411664	MCA DIRECT LLC	ELECTION MANUAL	330.33
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	149.46



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00411710	ACCOUNTEMPS	TEMP SERVICES	1,123.92
00411778	OFFICE DEPOT INC	OFFICE SUPPLIES	43.89
00411796	SHRED IT INC	DOCUMENT SHREDDING SERVICES	22.83
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	640.35
<b>City Treasurer</b>			
00411771	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	314.17
<b>Human Resources</b>			
00411589	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,237.22
00411611	CANON FINANCIAL SERVICES	COPIER LEASE	306.27
00411641	FEDEX	SHIPPING	24.72
00411642	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	258.73
00411796	SHRED IT INC	DOCUMENT SHREDDING SERVICES	45.65
<b>Economic Development</b>			
00411590	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	504.80
00411609	CANON FINANCIAL SERVICES	COPIER LEASE	44.77
00411791	SAN FRANCISCO BUSINESS TIMES	MARKETING	9,900.00
<b>Finance Administration</b>			
00411597	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	658.04
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	19.59
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	494.57
<b>Finance Accounting</b>			
00411597	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	207.07
00411796	SHRED IT INC	DOCUMENT SHREDDING SERVICES	22.84
<b>Finance Operations</b>			
00411681	QUADIENT LEASING USA INC	POSTAGE	106.80
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	1,171.73
<b>Non Departmental</b>			
00411597	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	159.00
00411649	HERMS1 ART	CHECK REPLACEMENT	5,000.00
00411672	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	110,551.08
00411704	WAGEWORKS	ADMIN FEE	470.00
00411716	ANTIOCH POLICE ACTIVITIES LEAGUE INC.	CIVIC ENH GRANT FY23/24	2,500.00
00411717	ANTIOCH ROTARY CLUB	CIVIC ENH GRANT FY23/24	2,500.00
00411727	BE EXCEPTIONAL	CIVIC ENH GRANT FY23/24	1,500.00
00411733	CANCER SUPPORT COMMUNITY	CIVIC ENH GRANT FY23/24	1,500.00
00411741	CONTRA COSTA SENIOR LEGAL SERVICES	CIVIC ENH GRANT FY23/24	1,000.00
00411748	DELTA LEARNING CENTER	CIVIC ENH GRANT FY23/24	8,000.00
00411752	EL CAMPANIL THEATRE PRESERVATION	CIVIC ENH GRANT FY23/24	3,000.00
00411757	GRACE ARMS OF ANTIOCH	CIVIC ENH GRANT FY23/24	3,000.00
00411770	LOAVES AND FISHES OF CONTRA COSTA	CIVIC ENH GRANT FY23/24	1,500.00
00411787	RR TRANSITIONAL HOUSING	CIVIC ENH GRANT FY23/24	5,500.00
00411793	SHARE COMMUNITY	CIVIC ENH GRANT FY23/24	4,500.00
00411797	SISTER CITIES INTERNATIONAL	MEMBERSHIP DUES	1,030.00
<b>Public Works Administration</b>			
00411735	CENTER FOR HEARING HEALTH INC	TESTING SERVICES	158.10
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	277.68
<b>Public Works Street Maintenance</b>			
00411584	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	17,962.73



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00411638	ENTERRA ENVIRONMENTAL	CERTIFICATION FEES	650.00
00411715	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	584.57
00411729	BISHOP CO	TOOLS	225.28
00411735	CENTER FOR HEARING HEALTH INC	TESTING SERVICES	537.54
00411778	OFFICE DEPOT INC	OFFICE SUPPLIES	65.95
00411782	PERRY, DENNIS J	SAFETY SHOE REIMBURSEMENT	252.37
00411794	SHARJO LLC	HOMELESS ABATEMENT	4,574.95
00411802	TAPCO	REFLECTIVE SIGNS AND PARTS	2,579.88
00947772	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	189.15
00947776	GRAINGER INC	SUPPLIES	75.51
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
<b>Public Works-Signal/Street Lights</b>			
00411657	JAM SERVICES INC	ELECTRICAL EQUIPMENT	33,775.56
<b>Public Works-Facilities Maintenance</b>			
00411576	ALTA FENCE	FENCE REPAIR	2,120.00
00411625	COUNTY LOCK	LOCKSMITH SERVICES	520.00
00411651	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	15,685.09
00411682	REAL PROTECTION INC	ALARM MONITORING SERVICES	519.00
00411714	ANTIOCH ACE HARDWARE	SUPPLIES	7.80
00411724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	72.00
00411725	BAY AREA AIR QUALITY MANAGEMENT	PERMIT RENEWAL	1,107.00
00411735	CENTER FOR HEARING HEALTH INC	ANNUAL HEARING TEST	158.10
00411749	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	640.00
00411778	OFFICE DEPOT INC	OFFICE SUPPLIES	13.70
00947775	CONSOLIDATED ELECTRICAL DIST INC	TOOLS	216.98
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,987.50
<b>Public Works-Parks Maint</b>			
00411724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	72.00
<b>Public Works-Median/General Land</b>			
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	228.05
00411706	WATERSAVERS IRRIGATION	IRRIGATION PARTS	2,516.49
00411810	WATERSAVERS IRRIGATION	IRRIGATION PARTS	1,359.30
00947768	SITEONE LANDSCAPE SUPPLY	IRRIGATION PARTS	6,627.14
<b>Police Administration</b>			
00411586	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	1,434.50
00411594	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,939.91
00411595	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,798.78
00411596	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	12,000.25
00411608	CANON FINANCIAL SERVICES	COPIER LEASE	2,361.47
00411615	CITY OF SACRAMENTO	TRAINING COURSE	3,795.10
00411616	CLONINGER, NAHLEEN R	OT MEAL REIMBURSEMENT	31.50
00411617	CODE 3 WEAR PUBLIC SAFETY	UNIFORM	1,668.49
00411622	CONTRA COSTA COUNTY	RANGE FEES	250.00
00411633	EAN SERVICES LLC	VEHICLE RENTAL	997.78
00411641	FEDEX	SHIPPING	34.06
00411645	GALLS LLC	EVIDENCE SUPPLIES	1,628.11
00411646	GRAGG, RANDALL ANDREW	LODGING PER DIEM	2,392.00
00411660	LEXISNEXIS	SUBSCRIPTION FEE	252.50



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00411666	MII TRAINING INNOVATIONS LLC	TRAINING FEES	3,325.00
00411667	MILLER MENDEL INC	SUBSCRIPTION FEES	3,622.50
00411702	VIGIL JR, JOSEPH	EXPENSE REIMBURSEMENT	95.00
00411712	AMERICAN TROPHIES	MAILBOX TAGS	10.98
00411720	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	205.00
00411721	AT AND T MOBILITY	PHONES	20,912.02
00411723	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	9.45
00411736	CODE 3 WEAR PUBLIC SAFETY	UNIFORM	858.86
00411742	CORE PSYCHOLOGICAL CORPORATION	BACKGROUND FEES	1,500.00
00411745	D AND T LEGAL SERVICES LLC	REFUND FOR SUBPOENA ERROR	275.00
00411750	EAN SERVICES LLC	VEHICLE RENTAL	1,252.08
00411764	JASON LOUIS	TRAINING FEES	1,808.28
00411778	OFFICE DEPOT INC	OFFICE SUPPLIES	2,510.02
00411779	OLIVERS TOW INC.	TOWING SERVICES	255.00
00411783	PREFERRED ALLIANCE INC	CHECK REPLACEMENT	441.00
00411790	SAFESTORE INC	EVIDENCE STORAGE	4,211.15
00411800	T JUNG INVESTIGATIONS	BACKGROUND FEES	4,838.57
00411805	TURNAGE, AUTUMN M	MILEAGE REIMBURSEMENT	266.65
00411811	WHITAKER II, WILLIAM	GAS REIMBURSEMENT	26.41
00947765	NATIONAL EMBLEM INC	BADGES	498.71
<b>Police Community Policing</b>			
00411595	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,140.00
<b>Police Investigations</b>			
00411698	T MOBILE USA INC	CELL EVIDENCE	525.00
00411728	BERLA CORPORATION	FORENSIC TOOL KIT SYSTEM	19,550.00
00411739	CONTRA COSTA COUNTY	TESTING SERVICES	29,408.66
00411792	SEROLOGICAL RESEARCH INSTITUTE	TESTING SERVICES	3,400.00
00411801	T MOBILE USA INC	CELL EVIDENCE	25.00
00411808	VERIZON WIRELESS	FORENSIC SERVICES	230.00
<b>PD Special Investigations Unit</b>			
<b>Police Communications</b>			
00411580	AMERICAN TOWER CORPORATION	TOWER FEES	269.16
00411581	AMS DOT NET INC	SYSTEM UPGRADE	6,402.50
00411621	COMCAST	CONNECTION SERVICES	180.21
00411674	NET TRANSCRIPTS	TRANSCRIPTION FEES	45.21
00411689	SENCOMMUNICATIONS INC	EQUIPMENT	1,161.17
00411781	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
<b>Police Facilities Maintenance</b>			
00411651	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	8,514.76
00411682	REAL PROTECTION INC	ALARM MONITORING SERVICES	411.27
00411684	ROBINS LOCK AND KEY	LOCK REPAIR	195.00
00411747	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	660.64
00411772	LOPEZ MNTS SVCS LLC	CLEANING SERVICES	2,050.00
00411795	SHERWIN WILLIAMS CO	PAINT	677.39
00411812	WOODIWISS PAINTING	PAINTING SERVICES	5,000.00
00947775	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	3,106.22
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,780.00
<b>Youth Network Services</b>			



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00411718	ANTIOCH UNIFIED SCHOOL DISTRICT	COACHING SERVICES	6,045.00
<b>Housing and Homelessness</b>			
00411675	OFF THE GRID SERVICES LLC	PROFESSIONAL SERVICES	2,561.46
<b>Community Development Administration</b>			
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	240.10
00411806	TYLER TECHNOLOGIES INC	PROFESSIONAL SERVICES	400.00
<b>Community Development Land Planning Services</b>			
00411593	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	977.55
00411637	EIDEN, KITTY J	MINUTES CLERK	300.00
00947772	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,288.16
<b>CD Code Enforcement</b>			
00411593	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,341.25
00411627	DATA TICKET INC	CITATION PROCESSING	3,893.70
00411690	STAMM ENTERPRISES, LTD	MONTHLY STORAGE FEE	255.00
00411734	CAVINESS, FELICIA RENEE	EXPENSE REIMBURSEMENT	114.99
00411746	DATA TICKET INC	TICKET PROCESSING	518.00
<b>PW Engineer Land Development</b>			
00411642	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	53.98
00411655	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	78,361.25
00411724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	72.01
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	210.41
<b>Community Development Building Inspection</b>			
00411593	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	0.37
00411602	BETTER EARTH INC	REFUND ENERGY INSP FEE	258.18
00411659	KOTA CONSTRUCTION	REFUND BLDG PERMIT FEE	260.58
00411696	SUNPOWER CORPORATION	REFUND ENERGY INSP FEE	251.70
00411697	SUNRUN INSTALLATION SERVICES, INC.	REFUND BLDG PERMIT FEE	402.14
<b>Capital Imp. Administration</b>			
00411642	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	53.98
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	33.34
00411778	OFFICE DEPOT INC	OFFICE SUPPLIES	214.22
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	427.20
<b>206 American Rescue Plan Fund</b>			
<b>Non Departmental</b>			
00411590	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	185.00
00411726	BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING SERVICES	209,658.97
00411754	FELTON INSTITUTE	CIT PROGRAM	272,100.72
<b>207 CalVIP Grant Fund</b>			
<b>Violence Intervention &amp; Preven</b>			
00411737	COMMUNITY INITIATIVES	CHECK REPLACEMENT	38,964.00
<b>213 Gas Tax Fund</b>			
<b>Streets</b>			
00411692	STATE CONTROLLERS OFFICE	PROFESSIONAL SERVICES	3,191.76
<b>214 Animal Services Fund</b>			
<b>Animal Services</b>			
00411575	AIRGAS USA LLC	VETERINARY SUPPLIES	93.95
00411594	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	801.47
00411613	CHAMELEON SOFTWARE PRODUCTS	SOFTWARE SUPPORT	2,941.30





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00411618	COGENT SOLUTIONS AND SUPPLIES	OPERATING SUPPLIES	924.51
00411628	DATAMARS PETLINK	MICROCHIPS	2,325.00
00411635	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,921.80
00411636	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	185.25
00411639	ETHRIDGE, MELISSA MARIE	UNIFORM REIMBURSEMENT	189.47
00411650	HILLS PET NUTRITION	PET FOOD	291.06
00411658	KOEFRAN SERVICES INC	VETERINARY SERVICES	2,308.00
00411673	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	2,318.08
00411707	WEDGEWOOD PHARMACY	VET SUPPLIES	150.37
00947769	WILLIAMS SCOTSMAN INC	STORAGE	184.06
<b>216</b>	<b>Park-In-Lieu Fund</b>		
	<b>Parks &amp; Open Space</b>		
00411687	ROYSTON HANAMOTO ALLEY AND ABEY	PROFESSIONAL SERVICES	3,566.25
<b>219</b>	<b>Recreation Fund</b>		
	<b>Non departmental</b>		
00411591	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	822.93
00411607	CAMACHO, MARIA	DEPOSIT REFUND	500.00
00411631	DELTA PROTECTION COMMISSION	DEPOSIT REFUND	500.00
	<b>Nick Rodriguez Community Cent</b>		
00411605	BRADY INDUSTRIES	JANITORIAL SUPPLIES	563.03
00411682	REAL PROTECTION INC	ALARM MONITORING SERVICES	114.49
00411732	BRADY INDUSTRIES	JANITORIAL SUPPLIES	153.92
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	3,179.38
	<b>Senior Programs</b>		
00411592	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	712.50
00411651	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	6,274.03
00411703	VILLA JR, MARY A	EXPENSE REIMBURSEMENT	130.00
00411773	MASSONE MECHANICAL INC	EQUIPMENT	6,050.59
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5.00
	<b>Recreation Sports Programs</b>		
00411591	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	324.81
00411665	MCCAULEY AGRICULTURAL AND PEST	PEST CONTROL	100.00
	<b>Recreation-Comm Center</b>		
00411591	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	853.86
00411592	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,074.42
00411599	BE EXCEPTIONAL	CONTRACTOR PAYMENT	2,976.00
00411605	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,303.78
00411606	BROWN, TY R	EXPENSE REIMBURSEMENT	262.13
00411632	DUGAND, KARINA	CONTRACTOR PAYMENT	786.60
00411651	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	11,651.75
00411682	REAL PROTECTION INC	ALARM MONITORING SERVICES	253.71
00411740	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	177.44
00411771	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	302.79
00411774	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	672.00
00411786	ROBINS LOCK AND KEY	LOCK REPAIR	305.00
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	827.69
	<b>Recreation Water Park</b>		



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00411592	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7,524.59
00411605	BRADY INDUSTRIES	JANITORIAL SUPPLIES	208.40
00411651	HONEYWELL INTERNATIONAL INC	PROFESSIONAL SERVICES	2,688.87
00411682	REAL PROTECTION INC	TESTING SERVICES	383.21
00411685	RON HARRISON	PLUMBING SERVICES	1,440.00
00411713	ANIXTER INC	PARTS	730.73
00411732	BRADY INDUSTRIES	JANITORIAL SUPPLIES	108.04
00411786	ROBINS LOCK AND KEY	LOCK REPAIR	305.00
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	324.45
<b>222</b>	<b>Measure C/J Fund</b>		
	<b>Non departmental</b>		
	<b>Streets</b>		
00411724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	470.11
00411730	BOETHING TREELAND FARMS	STOCK NURSERY	10,504.27
00411738	CONSOLIDATED ENGINEERING INC	PROGRESS PAYMENT	20,850.00
00411810	WATERSAVERS IRRIGATION	IRRIGATION PARTS	5,014.89
00947780	SITEONE LANDSCAPE SUPPLY	MATERIALS	50.41
<b>229</b>	<b>Pollution Elimination Fund</b>		
	<b>Channel Maintenance Operation</b>		
00411714	ANTIOCH ACE HARDWARE	SUPPLIES	9.87
00411776	NOMAD ECOLOGY LLC	PROFESSIONAL SERVICES	210.00
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
	<b>Lonetree Maintenance Zone 1</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	189.17
	<b>Lonetree Maintenance Zone 4</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	302.61
<b>252</b>	<b>Downtown SLLMD Fund</b>		
	<b>Downtown Maintenance</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	189.17
<b>254</b>	<b>Hillcrest SLLMD Fund</b>		
	<b>Hillcrest Maintenance Zone 1</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	491.84
	<b>Hillcrest Maintenance Zone 2</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	673.44
	<b>Hillcrest Maintenance Zone 4</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	378.34
<b>255</b>	<b>Park 1A Maintenance District Fund</b>		
	<b>Park 1A Maintenance District</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	491.84
<b>256</b>	<b>Citywide 2A Maintenance District Fund</b>		
	<b>Citywide 2A Maintenance Zone 3</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	7.56
	<b>Citywide 2A Maintenance Zone 6</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	454.00
	<b>Citywide 2A Maintenance Zone 8</b>		
00411803	TERRACARE ASSOCIATES	TURF MOWING	37.83
	<b>Citywide 2A Maintenance Zone 9</b>		





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00411803	TERRACARE ASSOCIATES	TURF MOWING	113.50
<b>257</b>	<b>SLLMD Administration Fund</b>		
	<b>SLLMD Administration</b>		
00411583	ANTIOCH ACE HARDWARE	PARTS	108.64
00411724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	72.01
00411778	OFFICE DEPOT INC	OFFICE SUPPLIES	95.95
00411803	TERRACARE ASSOCIATES	TURF MOWING	453.70
00947772	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	211.46
<b>410</b>	<b>2015 Refunding Bond (2001ABAG) Fund</b>		
	<b>Non departmental</b>		
00411598	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	236.12
	<b>Non Departmental</b>		
00411598	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	145.22
<b>417</b>	<b>2015 Ref Bond (02 Lease Rev) Fund</b>		
	<b>Non departmental</b>		
00411598	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	1,187.99
	<b>Non Departmental</b>		
00411598	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	730.67
<b>570</b>	<b>Equipment Maintenance Fund</b>		
	<b>Non departmental</b>		
00411654	HUNT AND SONS INC	FUEL	12,646.38
00411762	HUNT AND SONS INC	FUEL	15,653.59
	<b>Equipment Maintenance</b>		
00411583	ANTIOCH ACE HARDWARE	PARTS	7.88
00411603	BILL BRANDT FORD	REPAIR SERVICES	5,509.51
00411614	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	419.19
00411634	EAST BAY TIRE CO	TIRES	2,581.40
00411638	ENTERRA ENVIRONMENTAL	CERTIFICATION FEES	130.00
00411640	FALCON COLLISION REPAIR INC	AUTO BODY REPAIRS	22,105.36
00411663	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	859.13
00411668	MITCHELL ONE INC	ONLINE TECH MANUALS	4,662.43
00411670	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	1,770.90
00411677	OREILLY AUTO PARTS	AUTO PARTS	1,802.14
00411695	STOMMEL INC	PARTS	595.93
00411705	WALNUT CREEK FORD	AUTO REPAIR PARTS	1,657.16
00411722	AUTOMOTIVE EQUIPMENT	INSTALLATION	2,210.11
00411735	CENTER FOR HEARING HEALTH INC	ANNUAL HEARING TEST	69.50
00411740	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	519.27
00411751	EAST BAY TIRE CO	AUTO REPAIR PARTS	1,012.92
00411769	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	430.86
00411780	OREILLY AUTO PARTS	AUTO PARTS	5,031.70
00411809	WALNUT CREEK FORD	AUTO REPAIR PARTS	281.64
00947767	PETERSON TRACTOR CO	AUTO REPAIR PARTS	1,152.52
00947778	PETERSON TRACTOR CO	AUTO REPAIR PARTS	124.95
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	92.56
<b>573</b>	<b>Information Services Fund</b>		
	<b>Network Support &amp; PCs</b>		
00947773	CARTER, RONN	PROFESSIONAL SERVICES	493.50



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00947781	UBEO BUSINESS SERVICES	COPIER USAGE	25.50
<b>GIS Support Services</b>			
00411755	GEOPHEX LTD	AERIAL PHOTOGRAPHY SERVICES	21,885.00
<b>Office Equipment Replacement</b>			
00411581	AMS DOT NET INC	HARDWARE UPGRADE	62,450.10
<b>578 Post Retirement Medical-Misc Fund</b>			
<b>Non Departmental</b>			
00947771	RETIREE	MEDICAL AFTER RETIREMENT	2,128.14
<b>611 Water Fund</b>			
<b>Non departmental</b>			
00411579	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	1,062.93
00411604	BISHOP CO	SUPPLIES	65.13
00411740	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	246.94
00411753	FASTENAL CO	INDUSTRIAL SUPPLIES	1,006.39
00411761	HAWTHORN VENTURES LLC	UNIFORMS	2,633.27
00411763	IDN WILCO	LOCKS	344.80
00947763	GRAINGER INC	SUPPLIES	1,058.62
00947776	GRAINGER INC	SUPPLIES	98.37
<b>Water Supervision</b>			
<b>Water Production</b>			
00411582	ANNUVIA	MATERIALS	64.36
00411583	ANTIOCH ACE HARDWARE	SCREWS	24.27
00411585	ARAMARK UNIFORM SERVICES	SUPPLIES	325.02
00411610	CANON FINANCIAL SERVICES	COPIER LEASE	312.90
00411612	CARRASCO, AARON M	TRAINING REIMBURSEMENT	524.98
00411624	CONTRA COSTA WATER DISTRICT	MAIN CANAL	993,157.85
00411638	ENTERRA ENVIRONMENTAL	CERTIFICATION FEES	650.00
00411642	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	102.02
00411643	FISHER SCIENTIFIC COMPANY	SUPPLIES	2,126.66
00411647	HACH CO	SUPPLY	556.30
00411648	HASA INC	CHEMICALS	14,920.89
00411653	HOUSE, KEVIN SHAW	MEMBERSHIP REIMBURSEMENT	103.00
00411669	MRO ELECTRIC AND SUPPLY	ELECTRICAL EQUIPMENT	1,467.00
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	80.81
00411680	POLYDYNE INC	MATERIALS	7,576.79
00411701	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,009.97
00411714	ANTIOCH ACE HARDWARE	EQUIPMENT	218.79
00411719	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	108.34
00411724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	99.00
00411731	BORGES AND MAHONEY	EQUIPMENT	775.58
00411735	CENTER FOR HEARING HEALTH INC	TESTING SERVICES	442.68
00411759	HACH CO	EQUIPMENT SERVICES	1,381.21
00411760	HASA INC	CHEMICALS	14,977.76
00411766	KARL NEEDHAM ENTERPRISES INC	RENTAL EQUIPMENT	28,091.46
00411784	REINHOLDT ENGINEERING CONSTR	TESTING FEES	1,960.00
00411789	RYAN PROCESS INC	EQUIPMENT	17,177.59
00411807	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,045.78
00947760	CHEMTRADE CHEMICALS US LLC	CHEMICALS	11,469.54



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00947761	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	646.00
00947762	EVOQUA WATER TECHNOLOGIES LLC	SUPPLY	299.90
00947764	IDEXX LABORATORIES INC	SUPPLIES	1,759.04
00947774	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,962.89
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	400.00
<b>Water Distribution</b>			
00411576	ALTA FENCE	FENCE REPAIR	10,055.50
00411577	ALTERED CANVAS	CUSTOM BACKFLOW FREEZE BAGS	1,500.00
00411584	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	4,799.40
00411588	BACKFLOW APPARATUS AND VALVE CO	BACKFLOW PARTS	541.35
00411630	DELTA DIABLO	RECYCLE WATER	7,712.61
00411638	ENTERRA ENVIRONMENTAL	CERTIFICATION FEES	2,860.00
00411642	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	386.94
00411644	FRED L CRABAUGH	WATER METER KEYS	1,644.57
00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	175.14
00411678	PACE SUPPLY CORP	HYDRANTS	22,314.86
00411683	ROBERTS AND BRUNE CO	PARTS	22,450.70
00411686	ROYAL BRASS INC	PIPE FITTINGS	1,067.85
00411688	SABRE BACKFLOW LLC	TEST KIT CALIBRATION	3,429.68
00411694	SWRCB	CERTIFICATION FEES	80.00
00411711	ALTERED CANVAS	CUSTOM BACKFLOW FREEZE BAGS	2,200.00
00411715	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	13,802.92
00411724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	246.01
00411735	CENTER FOR HEARING HEALTH INC	TESTING SERVICES	758.88
00411743	CRESO EQUIPMENT RENTALS	EQUIPMENT	4,136.20
00411753	FASTENAL CO	INDUSTRIAL SUPPLIES	932.84
00411756	GIBBS, ANTHONY	EXAM FEE REIMBURSEMENT	50.00
00411758	GRANITE CONSTRUCTION CO	ASPHALT	2,249.84
00411769	LIM AUTOMOTIVE SUPPLY INC	TOOLS	100.85
00411778	OFFICE DEPOT INC	OFFICE SUPPLIES	293.58
00411785	ROBERTS AND BRUNE CO	HYDRANTS	26,134.23
00411799	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	712.26
00947759	BADGER METER INC	HYDRANT KITS	4,390.00
00947763	GRAINGER INC	PARTS	574.01
00947776	GRAINGER INC	SUPPLIES	698.62
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	269.95
<b>Public Buildings &amp; Facilities</b>			
00411626	CSI METRICS LLC	PROFESSIONAL SERVICES	17,626.99
<b>Water Systems</b>			
00411678	PACE SUPPLY CORP	METER BOX LIDS	10,933.74
00947759	BADGER METER INC	REGISTERS	109,953.70
<b>621 Sewer Fund</b>			
<b>Swr-Wastewater Administration</b>			
00411576	ALTA FENCE	FENCE REPAIR	12,668.50
00411584	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	4,799.39
00411638	ENTERRA ENVIRONMENTAL	CERTIFICATION FEES	1,560.00
00411656	JACK DOHENY COMPANY	SMALL TOOLS	423.47



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
MARCH 1 - 14 , 2024  
FUND/CHECK#

00411676	OFFICE DEPOT INC	OFFICE SUPPLIES	175.15
00411700	TRENCH PLATE RENTAL CO INC	MATERIALS	3,512.95
00411708	WHITE CAP LP	SUPPLIES	389.63
00411714	ANTIOCH ACE HARDWARE	MATERIALS	20.72
00411715	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	13,802.94
00411724	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	72.01
00411735	CENTER FOR HEARING HEALTH INC	ANNUAL HEARING TEST	695.00
00411747	DC ELECTRIC GROUP INC	ELECTRICAL MAINTENANCE	919.55
00411758	GRANITE CONSTRUCTION CO	ASPHALT	2,249.83
00411765	JEFFERSON, PHILLIP J	EXPENSE REIMBURSEMENT	135.00
00411775	MCCAMPBELL ANALYTICAL INC	TESTING SERVICES	306.00
00411778	OFFICE DEPOT INC	OFFICE SUPPLIES	73.36
00411785	ROBERTS AND BRUNE CO	SUPPLIES	539.61
00411799	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	35.11
00411804	TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	1,992.62
00947763	GRAINGER INC	TOOLS	419.86
00947776	GRAINGER INC	SUPPLIES	75.51
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00947779	SCOTTO, CHARLES W AND DONNA F	APRIL 2024 RENT	5,000.00
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	263.15
<b>631</b>	<b>Marina Fund</b>		
	<b>Marina Administration</b>		
00411583	ANTIOCH ACE HARDWARE	PARTS	52.32
00411625	COUNTY LOCK	LOCKSMITH SERVICES	385.00
00411629	DC ELECTRIC GROUP INC	PUMP REPAIR	347.82
00411682	REAL PROTECTION INC	ALARM MONITORING SERVICES	79.39
00411713	ANIXTER INC	LOCK PARTS	613.50
00411714	ANTIOCH ACE HARDWARE	SUPPLIES	20.33
00411735	CENTER FOR HEARING HEALTH INC	TESTING SERVICES	104.25
00411777	NOR CAL PRESSURE WASHER EQUIPMENT	EQUIPMENT	8,447.19
00411788	RUSSELL, DARREN EUGENE	EXPENSE REIMBURSEMENT	61.48
00947777	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
00947781	UBEO BUSINESS SERVICES	COPIER USAGE	88.03



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 26, 2024

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

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

**SUBJECT:** REJECTION OF CLAIMS: THOMAS O'CONNOR, INEZ ROGERS, ELIJAH SWANSON, MAVERICK SWANSON, HARLEY SWANSON, KENNEDY SWANSON, BILLIE SWANSON, SARAH SWANSON AND TANIA SWANSON

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the claims submitted by Thomas O'Connor, Inez Rogers, Elijah Swanson, Maverick Swanson, Harley Swanson, Kennedy Swanson, Billie Swanson, Sarah Swanson and Tania Swanson.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.

### **ATTACHMENTS**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Kevin Scudero, Acting Community Development Director & S  
Teri House, CDBG/Housing Consultant

**SUBJECT:** 2023 Annual Housing Element Progress Report, Housing Successor  
Annual Report and Progress Report for the General Plan

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file the 2023 Annual Housing Element Progress Report, Housing Successor Annual Report, and Progress Report for the General Plan.

### **FISCAL IMPACT**

The recommended action has no impact on the General Fund.

### **DISCUSSION**

Article 10.6. Housing Elements [65580 - 65589.11] of the California Government Code requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. All jurisdictions in California are required to prepare and adopt a Housing Element as part of their General Plan. Elements are updated every eight (8) years and are submitted to the California Department of Housing and Community Development ("HCD") for certification. The City Council and HCD have adopted and certified Antioch's 6<sup>th</sup> Cycle Housing Element for the period of 2023-2031. The City of Antioch General Plan and Housing Element are in compliance with State Government Code requirements.

An annual report is required to be prepared for the previous calendar year detailing housing development activity and implementation progress. Detailed reporting forms with related definitions are provided by HCD. Housing Element Annual Progress Reports ("APR") must be submitted to HCD by April 1 of each year.

### **Changes to California Housing Element Law**

In 2018, the Annual Housing Element Progress Report requirements changed considerably due to the passage of AB 879 (Grayson, Chapter 374, Statutes of 2017). This legislation expands upon existing law that required general law cities to send an



annual report to their respective city councils, the state Office of Planning and Research (“OPR”) and HCD that includes information related to the implementation of the Housing Element of the General Plan, including:

- The City’s progress in meeting its share of Regional Housing Needs Allocation (“RHNA”);
- The City’s progress in removing governmental constraints to the maintenance, improvement and development of housing; and
- Actions taken by the city toward completion of the programs identified in its housing element and the status of the city’s compliance with the deadlines in its housing element.

Under AB 879, all cities including charter cities must submit an annual report by April 1 of each year containing the above information. In addition, cities must also provide the following new information in the annual report:

- The number of housing development applications received in the prior year;
- The number of units included in all development applications in the prior year;
- The number of units approved and disapproved in the prior year;
- A listing of sites rezoned to accommodate that portion of the city’s RHNA for each income level that could not be accommodated in its housing element inventory and any additional sites identified under the “no net loss” provisions;
- The net number of new units of housing that have been issued a “completed entitlement,” building permit or certificate of occupancy thus far in the housing element cycle (identified by the Assessor’s Parcel Number) and the income category that each unit of housing satisfied (distinguishing between rental and for-sale units);
- The number of applications submitted under the new processing provided for by Section 65913.4 (enacted by SB 35), the location and number of developments approved pursuant to this new process, the total number of building permits issued pursuant to this new process and total number of units constructed pursuant to this new process; and
- The number of units approved within a Workforce Housing Opportunity Zone.

AB 879 also requires cities to include additional information when they submit their housing element to HCD, including:

- An analysis of governmental constraints that must include local ordinances that “directly impact the cost and supply of residential development”; and
- An analysis of nongovernmental constraints that must include requests to develop housing at densities below those anticipated in site inventory and the length of time between receiving approval for housing development and submittal of an

application for building permit. The analysis must also include policies to remove nongovernmental constraints.

#### RHNA Allocation

For each Housing Element period, the State identifies the total housing need for the San Francisco Bay Area for an eight-year period (the current cycle is 2023-2031). This is based on projections for expected population growth throughout the State. The State then calculates how much of this growth will take place in each region based on the expected number of households and the age and type of housing stock available. This regional distribution of growth is designed to do three things:

- 1) Increase housing supply, affordability and diversity;
- 2) Encourage efficient development to avoid sprawl and minimize greenhouse gas emissions by reducing commute distances; and
- 3) Promote balance between job creation and housing availability.

The Association of Bay Area Governments (“ABAG”) and Metropolitan Transportation Commission (“MTC”) figure out where this growth will take place and allocate housing targets to each city to match the projections. The amount of housing each city must plan for is called the Regional Housing Needs Allocations (“RHNA”). Once a local government has received its final RHNA, it must revise its Housing Element to show how it plans to accommodate its portion of the region's housing need.

The City of Antioch has a RHNA allocation of 3,016 units of housing. Of these, 792 units are designated affordable to households of very low-income, 456 units affordable to low-income, 493 units affordable to moderate income, and 1,275 units affordable to above moderate-income households. Affordability is based on income limits determined by the U.S. Department of Housing and Urban Development (“HUD”).

#### Annual Housing Element Annual Progress Report

The 2023 Annual Housing Element Progress Report is provided as Attachment “A”. Table A2 of the report details annual building activity including new construction, entitled, permits issued, and completed units. These units are further enumerated by their affordability by household income, which details units by very low-, low-, moderate- and above moderate-income, and whether the units are deed restricted, and by tenure for renters or ownership.

Table B below details the jurisdiction’s progress toward achieving its RHNA allocation.

**Excerpt of 2023 APR Table B**

Income Level	RHNA Allocation by Income Level	Permitted Units								Total Units to Date	Total Remaining RHNA by Income Level
		2023	2024	2025	2026	2027	2028	2029	2030		
<b>Very Low</b>	792	11								11	781
0-50%											
<b>Low</b>	456	11								11	445
50-80%											
<b>Moderate</b>	493	11								11	482
80-120%											
<b>Above Moderate</b>	1275	352								352	923
>120%											
<b>Total:</b>	<b>3016</b>	385								385	2631
* AMI stands for Area Median Income											

Table C of the report details any sites identified or rezoned to accommodate shortfall housing need. This table is blank because this was not required in 2023 for the City of Antioch.

Table D of the report summarizes the status of the implementation of all of the program goals listed in the Housing Element under the following six goals:

- Goal 1 – Conserve and improve the existing housing supply to provide adequate, safe, and decent housing for existing Antioch residents.
- Goal 2 – Facilitate the development of a broad array of housing types to meet the City's fair share of regional housing needs and accommodate new and current Antioch residents of diverse ages and socioeconomic backgrounds.
- Goal 3 – Facilitate the development of special purpose housing to meet the needs of the elderly, persons with disabilities, large families, female-headed households, and individuals experiencing homelessness.
- Goal 4 - Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.
- Goal 5 - Provide equal housing opportunities for all existing and future Antioch residents.

Table E of the report lists commercial development bonuses approved with housing. The City did not receive any such applications in 2023.

Table F of the report details units that were rehabilitated, preserved, and acquired for alternative adequate sites during the year. Again, the City did not have any such units.

Table G of the report details locally owned lands included in the housing element site sites inventory that have been sold, leased or otherwise disposed of. The table is blank because the City did not have any properties that met this requirement.

Table H of the report lists the locally owned sites that have been designated as surplus property.

Table J of the report lists projects for Student Housing Development with a Density Bonus Approved Pursuant to Government Code section 65915(b)(1)(F). The table is blank because the City had no such projects.

Lastly, Table K of the report requires local governments to report on any local tenant preference ordinance the City maintains. The table is blank because the City has no such ordinance.

#### Housing Successor Annual Report

HCD also requires that a Housing Successor Annual Report be submitted annually with the Housing Element Progress Report for city and county Housing Successors to former redevelopment agencies. This report is provided both to HCD and the State Controller's Office.

The purpose of this Report is to provide HCD and the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 ("Dissolution Law").

The 2023 Antioch Housing Successor Annual Report regarding the Low- and Moderate-Income Housing Asset Fund (Attachment "B") has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated April 1, 2024. This Report sets forth certain details of the housing activities of the City of Antioch, successor to the former Antioch Development Agency ("ADA"), during calendar year 2023.

#### General Plan Annual Progress Report

Government Code Section 65400 mandates that certain cities and all counties submit an update of the status of the General Plan and progress in its implementation to their legislative bodies, OPR, and HCD by April 1 of each year. Only charter cities are exempt from the requirement to prepare General Plan Annual Progress Reports ("APRs") unless the charter stipulates otherwise (Government Code Section 65700). The purpose of submitting APRs to the State Department of Housing and Community Development

(“HCD”) and the Office of Planning and Research (“OPR”) is to identify statewide trends in land use decision making and how local planning and development activities relate to statewide planning goals and policies. APRs may also identify needed modifications and improvements to OPR’s General Plan Guidelines. Lastly, submittal of APRs enables OPR to track progress on a local jurisdiction’s comprehensive General Plan update using the information provided in the APR. There is no standardized form or format for preparation of the General Plan APR. The attached General Plan APR (Attachment “C”) is a brief update on General Plan progress and updates in 2023.

### **ATTACHMENTS**

- A. 2023 Housing Element Report
- B. 2023 Housing Successor Agency Report
- C. 2023 General Plan Annual Progress Report

# ATTACHMENT A

<b>Jurisdiction</b>	Antioch	
<b>Reporting Year</b>	2023	(Jan. 1 - Dec. 31)
<b>Housing Element Planning Period</b>	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	11
Low	Deed Restricted	0
	Non-Deed Restricted	11
Moderate	Deed Restricted	0
	Non-Deed Restricted	11
Above Moderate		351
Total Units		384

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	440	348	305
2 to 4 units per structure	0	0	0
5+ units per structure	290	0	0
Accessory Dwelling Unit	0	36	8
Mobile/Manufactured Home	0	0	0
<b>Total</b>	<b>730</b>	<b>384</b>	<b>313</b>

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	35	35
Not Indicated as Infill	349	349

Housing Applications Summary	
Total Housing Applications Submitted:	8
Number of Proposed Units in All Applications Received:	1,361
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0



Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	1	245
Discretionary	7	1116

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	67
Sites Rezoned to Accommodate the RHNA	0



Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Housing with Financial Assistance and/or Deed Restrictions				Housing without Financial Assistance or Deed Restrictions			Term of Affordability or Deed Restriction			Demolished/Destroyed Units			Density Bonus			
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Streamlining	14	15	16	17	18	19	20	21	22	23	24				
				Please select the streamlining provision the project was APPROVED pursuant to, (may select multiple)	Infill Units? Y/N	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the units were affordable (see instructions)	Term of Affordability or Deed Restriction (if affordable in perpetuity enter 1000)	Demolished/Destroyed Units	Demolished/Destroyed Units	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, or other modifications (Excluding Parking Waivers or Parking Reductions)	Did the project receive a reduction or waiver of parking standards? (Y/N)				
76580016	3915 37A CT	MOLECO DOUGLAS	0	NONE	N						0								
51430033	3043 HONEYCOMB CT	KNOLL LLC	0	NONE	N														
51430035	3039 HONEYCOMB CT	ANTIOCH BUILDERS INC	0	NONE	N														
51430037	3035 HONEYCOMB CT	DISCOVERY	0	NONE	N														
51430038	3033 HONEYCOMB CT	DISCOVERY	0	NONE	N														
53840029	5385 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N														
53840030	5395 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N														
53830023	5402 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N														
53830024	5424 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
53830046	5428 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
53830047	5427 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
53830048	5501 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N														
57160041	5429 GUENOC VALLEY LANE	TRI-POINTE HOMES HOLDINGS INC	0	NONE	N														
57160021	5424 SPRING MOUNTAIN LANE	TRI-POINTE HOMES HOLDINGS INC	0	NONE	N														
57160022	5428 SPRING MOUNTAIN LANE	TRI-POINTE HOMES HOLDINGS INC	0	NONE	N														
57140070	5322 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57140076	5346 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57140077	5350 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150102	5422 PALLARO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150103	5426 PALLARO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150104	5430 PALLARO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
53840017	5105 TREELINE WAY	DAVIDON HOMES	0	NONE	N														
53840020	5112 TREELINE WAY	DAVIDON HOMES	0	NONE	N														
53840021	5420 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N														
53840026	5202 TREELINE COURT	DAVIDON HOMES	0	NONE	N														
53840039	5203 TREELINE COURT	DAVIDON HOMES	0	NONE	N														
53840040	5207 TREELINE COURT	DAVIDON HOMES	0	NONE	N														
53840041	5409 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N														
53830028	5440 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
53830029	5444 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
53830039	5448 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
53830031	5454 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
53830040	5451 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
53830041	5447 GRAY FINE WAY	DAVIDON HOMES	0	NONE	N														
57140078	5354 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57140079	5358 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57140084	5357 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57140085	5353 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57140087	5345 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150062	5435 PALLARO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150063	5438 PALLARO WAY	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150084	5334 COSTA COURT	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150085	5302 COSTA COURT	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150086	5300 COSTA COURT	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150087	5301 COSTA COURT	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150088	5303 COSTA COURT	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
57150089	5305 COSTA COURT	LENNAR HOMES OF CALIFORNIA INC	0	NONE	N														
not available	5350 BENMORE VALLEY LANE	TRI-POINTE HOMES HOLDINGS INC	0	NONE	N														
not available	5354 BENMORE VALLEY LANE	TRI-POINTE HOMES HOLDINGS INC	0	NONE	N														
not available	5358 BENMORE VALLEY LANE	TRI-POINTE HOMES HOLDINGS INC	0	NONE	N														















Jurisdiction	Antioch
Reporting Year	2023 (Jan. 1 – Dec. 31)
Planning Period	6th Cycle 01/31/2023 – 01/31/2031

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B															
Regional Housing Needs Allocation Progress															
Permitted Units Issued by Affordability					2										
		1		Projection Period - 06/30/2022- 01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	3	4
	Income Level	RHNA Allocation by Income Level												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	781
	Non-Deed Restricted		792	-	11	-	-	-	-	-	-	-	-	11	-
	Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		456	3	8	-	-	-	-	-	-	-	-	11	446
Low	Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		493	1	10	-	-	-	-	-	-	-	-	11	482
Moderate	Deed Restricted			-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		1,275	18	334	-	-	-	-	-	-	-	-	352	923
Total RHNA			3,016												
Total Units				22	363	-	-	-	-	-	-	-	-	385	2,631
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).															
		5			2023	2024	2025	2026	2027	2028	2029	2030	2031	6	7
		Extremely low-income Need												Total Units to Date	Total Units Remaining
Extremely Low-Income Units*			396		-	-	-	-	-	-	-	-	-	-	396

\*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact

HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

Jurisdiction	Antioch
Reporting Year	2023 (Jan. 1 - Dec. 31)
Planning Period	01/01/2023 - 01/01/2031

# ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "-" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table C Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law																				
Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type		Sites Description			Description of Existing Uses						
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	2	Very Low-Income	Low-income	Moderate-income	Above Moderate-Income	4	Rezone Type	5	6	7		8	Minimum Density Allowed	Maximum Density Allowed	9	10	11
Summary Row: Start Data Entry Below																				
			</																	

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Jurisdiction		Antioch	
Reporting Year		2023 (Jan. 1 - Dec. 31)	
D_1_Name	D_2_Objective	D_3_Time	D_4_Status
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1.1.1. Monitor and Preserve At-Risk Projects	Retention of existing affordable housing stock through early action regarding 54 "at-risk" units	by 2028	The City contacted both owners during the year and have been assured that no conversion will take place. The City will continue to engage as the date becomes closer.
1.1.2 Maintain and Preserve Affordable Housing Stock	Annually serve 19 lower income residents through the provision of at least four loans of up to \$75,000 and ten grants of up to \$15,000	Ongoing	In calendar year 2023 Habitat provided four (4) loans (KK/CF/JR/MW) totaling \$343,297.00; and provided 17 grants totaling \$230,817. Of the 4 Loans, two were finished by the year end. Of these, 1 went to an extremely low-income homeowner with income from 0-30% AML, and 1 to a very low-income homeowners with income at 31-50% AML. Of the 17 grants, 6 went to 0-30% AML, 5 to 31-50% AML, and 6 to 51-80% AML. Overall, 35% were Hispanic, 41% were White, 41% were Black and 6% Asian, with the remainder mixed race or other. Over 125 applications were sent out to interested persons, direct mail postcards to 30k people in lower income CTs & BGs and a new partnership with Meals on Wheels was established for outreach.
1.1.3 Expand Affordable Housing for Ownership	Annually serve seven lower income households to become Antioch homeowners through the provision of at least seven loans of up to \$75,000 and five grants (as needed) of up to \$20,000 for closing and other costs.	Annually	The City's contractor hosted two introduction/orientation sessions for prospective homeowners, with over 400 people attending. Over 20 people submitted applications, but no loans were funded during the year. Obstacles were high interest rates, low housing inventory in Antioch, high cost of homes, low credit scores, and high debt loads. Contractor is working with 8 prospective homeowners to prepare them for future home ownership and has 4 actively looking for homes within their price range.
1.1.4 Reduce Household Energy Costs to Increase Housing Affordability	Annually serve five extremely and very low-income (0-59% AML) homeowners through the provision of at least five grants annually of up to \$20,000	Annually	Of the Habitat grants listed above in 1.1.2, 6 grants totaling \$79,685 in Housing success funds were for energy improvements including replacing single pane windows with dual pane, replacing doors and weatherstripping, replacing or installing new HVAC units, insulation, etc.

1.1.5 Affordable Housing Search Assistance	Annually provide a minimum of six in-person trainings at the Antioch Senior Center; respond to an estimated 50 email or telephone inquiries about finding affordable housing.	Annually	In the first year, staff developed the pamphlets for both senior and general information outlining how to access affordable housing and listing resources, and conducted one training at the Senior Center which was attended by 33 people. Due to technical issues, the training was not able to be recorded. Staff is working on a recorded version for the website and for future use. Staff responded to 37 inquiries for assistance from the public to help with their finding affordable housing.
1.1.6 Community Education Regarding the Availability of Antioch Housing Programs, Fair Housing, and Tenant/Landlord services	Conduct outreach twice annually with community-based organizations and other potential community partners that are working with lower-income community members.	Annually	The City engaged in a variety of outreach methods during 2023, including: - tabling at the Senior Center, 4th of July celebration; in front of an Asian supermarket frequented by Tagalog speakers (with a Tagalog speaker doing outreach, and in front of a Hispanic market (with Spanish speaker doing outreach.) - email blasts were sent out via Next Door to over 32k residents four times during the year - Facebook posting twice during the year - email to landlords registered with the City once to inform of additional renter protections, fair housing, tenant/landlord counseling - targeted mailing to 30k residents low income areas - updates to housing and fair housing webpages made 4 times - over 6 presentations to Council on various aspects of the programs and on renter protections - Note: the City Manager newsletter has been suspended under interim City Managers until permanent has been hired.
1.1.7 Code Enforcement	Monitor the housing conditions in the city and respond to complaints. Inform violators of available rehabilitation assistance. Through remediation of substandard housing conditions, return approximately six units/year to safe and sanitary condition, thereby keeping people in their homes and preventing displacement.	Annually	3,115 building code enforcement cases were opened in 2023. More than 6 residential units were restored to safe and sanitary condition through these actions.
1.1.8 Safe Housing Outreach	Annually assist a minimum of 10 households in applying for Housing Rehabilitation Program grants to address unsafe housing conditions within Antioch's Environmental Justice neighborhoods	Annually	City continued to provide information on the website, by email, and over the telephone as well as linkage to the Habitat rehabilitation program and exceeded expectations, as noted above. Outreach as specified above was conducted via a 30,000 postcard mailing to the environmental justice neighborhoods in northern Antioch. Brochures and resources are available on the City's website, with linkage to the Lead Poisoning Prevention Program and the Environmental Justice website.



1.1.9 Infrastructure to Support Housing for Extremely Low-, Very Low-, Low-Income, and Large Households	Provide infrastructure improvements necessary to accommodate the City's lower-income RHNA need of 1,248 dwelling units	Annually	In FY 2022-2023, CDBG funds were used for a project to rebuild roadways in lower income areas north of 10th Street, while also improving drainage and adding curb cuts for ADA access. Project also received 2023-2024 funding and rehabilitated 75,548 square feet of streets, pouring 689 linear feet of new curb and gutter and 973 square feet of sidewalk and installing 16 accessibility ramps. The project area primarily encompassed census tracts where 67.93% of the people are lower income and near a large affordable/subsidized senior housing complex. The City is working on L Street Improvements, which runs through an EJ neighborhood, and includes improving bicycle access, constructing new curb, gutter, sidewalks, and decorative landscaping and hardscape. The City completed West Antioch Creek Flood Conveyance Mitigation and Restoration to improve storm flow capacity and reduce flooding in the creek vicinity, which is in an EJ neighborhood.
1.1.10 Condominium Conversion	Conservation of rental units currently being rented by lower-income households and tenants with special needs when units are proposed to the city to be converted to ownership.	Ongoing	The City has not received any applications for condominium conversions during the reporting period.
1.1.1.11 Foreclosure Prevention	Foreclosure prevention	Ongoing	The City continued funding to ECHO Housing and SHELTER Inc. to provide both foreclosure prevention services and mortgage arrears payment. Bay Area Legal Aid, Contra Costa Senior Legal Services, and Centro Legal de la Raza (through contract with ECHO) provided additional legal advice and support to residents facing challenges in paying for their mortgages.
1.1.1.12 Water Conservation Program	Conservation of water resources	Ongoing	Antioch is operating under the State of CA Water Efficient Landscape Ordinance (WELO), and has tiered water rates for residential water. The City water department complied with the States drought regulations. Staff promotes a variety of workshops on water conservation, such as "Lose a Lawn, Gain a Garden" and all residents are eligible for Contra Costa Water District water conservation programs and rebates. Water customers receive information online, through our Recreation Guide and on their water bills. All new development projects are required to comply with WELO requirements.

1.1.13 Encourage Energy Conservation	Increase energy efficiency, lower energy and construction cost burdens on housing for lower-income and special needs households, increase public awareness and information on energy conservation opportunities and assistance programs for new and existing residential units, and comply with State energy conservation requirements. Make information available on the City's website and in public places, such as City Hall, by March 2023	Ongoing	<p>Energy conservation for existing housing and neighborhoods is encouraged and supported in a variety of ways:</p> <ul style="list-style-type: none"> <li>- Condition of Approval - Energy conservation is incorporated into the standard condition of approval for new developments.</li> <li>- The City continued to partner with Sustainable Contra Costa to promote <a href="http://www.cleanercontracosta.org">www.cleanercontracosta.org</a> through various outreach channels. This web-platform provides resources that assist community members on taking sustainable actions. Based on the address in their profile, residents can see specific rebates and other assistance that they could be eligible for.</li> <li>- The City continues to promote the programs available through BayREN and EnergyUpgrade California.</li> <li>- Property Assessed Clean Energy (PACE) - Financing Legislation passed by the State of California, and approved by the City in 2015 enables Antioch property owners to finance a wide range of energy and water efficiency upgrades by attaching PACE financing to their property tax bill. Upgrades such as solar installations, attic insulation, energy efficient windows, water-on-demand water heaters, grey water systems, and more are covered. Financing defers upfront costs, lowers energy bills, and allows homeowners easy financing with their property tax bill.</li> <li>- The City promotes PACE programs and all other energy efficiency and solar programs on the City website, through social media and on our local access channel.</li> </ul>
1.1.14 Green Building Encouragement	Encourage green building practices	Ongoing	In addition to the efforts in 1.1.13, the City promotes programs on its NextDoor account for regional programs that help residents conserve and lower their utility burden. Examples of this include Laundry to Landscape grey water workshops and the Bringing Back the Natives Garden and Green Home tour.
2.1.1 Inventories	Maintenance of an inventory of available sites for use in discussions with potential developers and evaluating the City's ability to meet projected future housing needs.	Completed	A spreadsheet and GIS map of available sites was developed, and it is updated as projects are applied for or approved.
2.1.2 Adequate Sites for Housing; No Net Loss	Prevention of net loss of housing sites and capacity for extremely low-, very low-, low-, and moderate-income housing. Provide the sites inventory on City website and update the inventory at least semi-annually. Develop procedure for monitoring No Net Loss by the end of 2023.	Ongoing	With adoption of the Housing Element in January 2023, the City rezoned parcels to accommodate the City's RHNA with an additional buffer to ensure the City met the provisions of No Net Loss. Monitoring ongoing through the use of a No Net Loss spreadsheet. The Current Sites inventory is posted on the Planning website as part of the Certified Housing Element. There has been no net loss and no downzoning since Housing Element adoption.

2.1.3 Meet with Potential Developers	To facilitate the development review process by ensuring a clear understanding on the part of developers as to City expectations for their projects and timeline. Discussion is also anticipated to function as a feedback loop, and assist the City in minimizing the costs of the development review process to new residential development.	Ongoing	Pre-application meetings are held with all interested developers to provide a clear understanding of the city's timeline and expectations. 6 pre-application meetings were held in 2023 for multi-unit residential developments. We receive feedback and questions on an ongoing basis from developers.
2.1.4 Promote Loan Programs	Increase awareness of funds available for eligible first-time homebuyers.	Annually	The City does fund the Antioch Home Ownership Program (AHOP) which has been reported on in 1.1.3. Information is available on the City's website.
2.1.5 Affordable Housing Program Inventory, Pursue Available Projects	Maximize access to governmental and private housing programs, and thereby facilitate achievement of other Housing Element objectives	Annually	<p>The Housing Coordinator is on the State and federal notification lists for funding opportunities and reviews all when they are issued. It applied for a DOE grant of just over \$150k to provide grants for lower income homeowners to make energy efficiency upgrades. Habitat also applied for and received such a grant and will be administering the two funding sources to benefit Antioch homeowners in the coming year.</p> <p>The City collaborated with the County to issue a widely disbursed RFP for Antioch and County funding for affordable housing which was broadly disbursed to housing developers and agencies that serve persons with disabilities as well as those who are homeless. The RFP was available in September and due back in December. The City and County received three applications for projects in Antioch, which were reviewed and will be reported in the next HE report.</p>
2.1.6 Housing for Extremely Low-Income Households	Encourage and facilitate construction of 175 units affordable to extremely low-income households to meet RHNA	Ongoing	<p>As discussed in 2.1.5, the City issued an Affordable Housing RFP in tandem with the County to solicit affordable housing projects in Antioch. The RFP went out to all developers in the San Francisco Bay Area who are on the County and Antioch mailing lists. Antioch and County criteria included preference points for 0-30% AMI units. The City rezoned sites with the Housing Element to allow additional opportunities to develop extremely low-income housing. The City created the Innovative Housing Overlay in November 2023 in concert with the Breakthrough Grant and Multi-Faith ACTION Coalition and Hope Solutions, which rezoned faith owned sites to allow for affordable cottage communities on the sites. The City has worked to refer to these units as ADUs, which reduces the impact fees that can be charged for the units. The City has had ongoing meetings with Hope Solutions to develop one of the sites. The City has responded to inquiries about another site.</p>

2.1.7 Support Non-Profit Housing Sponsors	Meet with three non-profit organizations annually, to discuss upcoming funding opportunities, and potential opportunity sites for the development of housing affordable to lower income and/or special needs households	Annually	<p>The City, in tandem with the County, issued an RFP for funding affordable housing and met via zoom with several dozen developers. Three Antioch applications from three different developers were received and staff met with each. One was from Hope Solutions for permanent supportive housing for homeless persons, one from Lion's Center for permanent supportive housing for persons with visual impairments, and one from Novin Development for permanent supportive homeless housing.</p> <p>The results of the RFP will be discussed in the next HE report.</p> <p>The City created the Innovative Housing Overlay in November 2023 in concert with the Breakthrough Grant and Multi-Faith ACTION Coalition and Hope Solutions, which rezoned faith owned sites to allow for cottage communities on the sites. The City has had ongoing meeting with Hope Solutions to develop one of the sites. The City has responded to inquires about another site.</p>
2.1.8.a Promote Development of ADUs as Affordable Housing	Permitting of 17 ADUs annually, totaling 136 ADUs over the entirety of the planning period, including a target of 25 percent in higher income areas	Annually	<p>36 ADU's were permitted in 2023 . In December 2023 the City adopted Innovative Housing Overlay District which allows development of cottage communities on faith-based organization owned sites.</p>
2.1.8.b ADU/JADU Loans	Achievement of objectives for development of new housing for lower- and moderate-income households potentially in the city's higher opportunity areas. Generation of economic opportunities for homeowners	Completion by December 2026	<p>Planning and Housing staff researched precedent programs and spoke with potential program partners in 2023. Discussion and research indicated that the cost of ADU construction, constrained capacity of Habitat for Humanity, and limited public funding for this program are not conducive to launching a program in the current environment. Staff are now working on a list of questions and contacts to use to reassess conditions in 2025 to see if external factors may be more conducive to designing and launching a program at that time.</p>

2.1.9 Housing and Resources for Individuals Experiencing Homelessness	Development of 30-50 units for extremely low- and very low-income households during the planning period	Ongoing	<p>In April 2023 the City opened Opportunity Village, a 32 room former hotel that can house 45 residents staying for 120 to 180 days. The program is funded by American Rescue Plan Act (ARPA) funds at \$1.17 M annually. The program is run by Bay Area Community Services to provide supportive services including 24/7 staffing. The program runs through 2025 and additional funding is being sought. In 2023 261 people were referred to Opportunity Village, of which 88 received shelter and services. Of these 42 were placed in permanent housing situations.</p> <p>In 2023 staff met with the County Health, Housing and Homeless Services to discuss development of the City's 5-acre land for the purpose of a CARE Center, homeless shelter, and permanent supportive housing. The County continues to lack funding to implement this project. The City released an RFP in conjunction with the last HomeKey cycle for this property and received several applications, but none were recommended to go forward for conveyance of the land and funding. All were insufficient in fully utilizing this parcel to its potential and the City elected to reserve it as the largest parcel remaining with a homeless overlay, in hopes that future County or State funding will be identified. The City worked with the County to issue a joint RFP for funding affordable housing opportunities for homeless and lower income individuals, and received three applications for over 45 units of potential supportive housing for homeless persons. Results will be discussed in the next HE report.</p> <p>Rezoning to allow for supportive housing and navigation centers was completed in January 2023.</p>
2.1.10 Inclusionary Housing	Development of 360 to 460 units for extremely low- very low-, and/or low-income households during the planning period including a target of 25 percent in higher income areas.	Ongoing	RFP issued and staff is evaluating the responses received to develop inclusionary housing ordinance. Development will be ongoing throughout the next year.
2.1.11 Missing Middle Housing	Development of 60 units of missing middle housing by end of planning period (approximately 8 units per year) including a target of 25 percent in higher income areas	Ongoing	Objective design standards adopted in August 2023. Monitoring ongoing.
2.1.12 Prioritize Very Low- and Low-Income Housing Development	The City will encourage water providers to give priority to very low- and low-income housing developments in case of a water shortage pursuant to Government Code Section 65589.7.	Ongoing	Will comply in the event of a water shortage. City is its own water provided.

3.1.1 Housing Opportunities for Extremely Low-Income Households and Special Needs Groups	Amend the Zoning Ordinance by January 31, 2023, to allow for "low barrier navigation centers" as defined by AB 101 (2019). <input type="checkbox"/> Amend the Zoning Ordinance by the end of January 31, 2023, to allow "supportive housing" as defined by AB 2162 (2018). <input type="checkbox"/> Amend the Zoning Ordinance by January 31, 2023, to rezone 46 parcels to the city's R-35 zoning district. <input type="checkbox"/> Develop a program by April 30, 2024, to prioritize City funding proposals to affordable housing developments that serve special needs individuals.	Ongoing	Zoning amendments were made in January 2023. City will prioritize funding for affordable housing development serving special needs individuals when available.
3.1.2 Senior Housing	Facilitate housing that is affordable for lower-income seniors.	Ongoing	<p>Antioch Family &amp; Senior Apartments was completed and leased up during FY 2023. This complex is a multi-generational community serving 394 households (including 4 managers' units) earning 30% to 80% of the Area Median Income. The approximate 18-acre property includes 11 three-story courtyard-style residential buildings, a clubhouse, swimming pool, tot lot, fitness club, surface parking and ample landscaped common area. All residential units have private open spaces, including balconies and patios. Two of the eleven residential buildings containing 179 units (including a manager's unit) are set aside for households with at least one resident 55 years or older. Each senior building features an elevator, washer/dryer rooms on each floor and enjoy a measure of privacy from the family buildings. The LEED-designed community features state-of-the-art design and construction standards including sprinkler systems in all buildings. Recreational and social services are provided on-site to all households with a focus on adult education, health/wellness, and after-school programming.</p> <p>The City also markets the Housing Rehabilitation program at the Senior Center and to seniors in the City through mailings. In 2023 it also issued an RFP to developers for affordable housing funding. No proposals were submitted for senior specific housing.</p>
3.1.3 Incentives for Special Needs Housing	Continue to provide reasonable accommodations to encourage the development of specialized housing for persons with disabilities.	Ongoing	The City processed one reasonable accommodation request in the last year. We will continue to process requests in a timely manner as they come in.

3.1.4 Coordination with Agencies Serving the Homeless Population	Forty percent reduction in number of homeless persons counted in Antioch during the 2030 PIT count.	2030	<p>The Housing Coordinator and Unhoused Resident Coordinator work closely to apply for homeless services funding and coordinate housing and services for Antioch's unhoused population. For most of 2023 (11 months) the Housing Coordinator continued service as a Continuum of Care Board member, and in December the City's Unhoused Resident Coordinator was nominated to the COC Board. Board members are intimately involved in all decisions regarding COC, state, and other funding to serve homeless residents, meeting monthly for the COC and usually monthly for at least one other Committee.</p> <p>In April 2023 the City opened Opportunity Village. The 32 room former hotel can house 45 residents who can stay from 120 to 180 days. The program is funded by American Rescue Plan Act (ARPA) funds at \$1.17 M annually. The program is run by Bay Area Community Services (BACS) to provide supportive services including 24/7 staffing. The program runs through 2025 and additional funding is being sought. In 2023, 261 people were referred to Opportunity Village, of which 88 received shelter and services. Of these 42 were placed in permanent housing situations.</p> <p>The Unhoused Resident Coordinator works closely with the Antioch Police, the City's new Mental Health responders, Public Safety manager, and other City departments as well as the County CORE outreach team to inform unhoused residents of this opportunity.</p> <p>City Community Grants funds 7 different agencies and 8 homeless prevention, intervention, outreach and shelter services annually utilizing \$421,500 in Housing Successor and PLHA funding.</p> <p>Finally, the Multifath Action team collaborated with HOPE Solutions to apply for Antioch and County affordable housing funding to construct a 22-unit tiny home village of supportive housing for unhoused residents, and Novin Development also proposes an 80-unit development supportive housing development for homeless and other lower income residents. Results of the competition will be reported next year.</p>
3.1.5 Emergency Shelters, Supportive, and Transitional Housing	Compliance with SB 2	Ongoing	Section 9-5.1703 of the Zoning code was amended to remove the per-bed parking stall requirement for emergency shelters in November 2023. Supportive and transitional housing definitions and uses were updated in the zoning code in January 2023.
3.1.6 Zoning for Employee Housing:	Compliance with Health and Safety Code regarding Employee Housing	Within 18 months of Hsg Element adoption	Updates to be developed in the next year.
3.1.7 Rental Assistance	Annually refer 300 persons to available rental assistance through local, state, and federal funds.	Ongoing	CDBG-CV and Housing Successor funds were utilized for rental assistance through SHEL TER Inc. During 2023, a total of \$518,862 was expended to serve 836 people with rental assistance to help stabilize their housing.



3.1.8 Housing and Services for Those with Disabilities	Maximize opportunities to address the housing needs of special needs groups within the city.	Ongoing	The City collaborated with the County to issue an RFP for Antioch and County funding for affordable housing which was broadly disbursed to housing developers and agencies that serve persons with disabilities as well as those who are homeless. The RFP was available in September and due back in December. While the Regional Center did not submit an application, the City and County received an application for development of housing for people with visual impairments from the Lion's Center to provide 6 units of housing for persons with severe visual impairment. This is their first application for housing development, and results will be reported in the next Housing Element report.
4.1.1 Maintain a Streamlined, Affordable Application Process	Minimize the costs of residential development within Antioch attributable to the time it takes to review development applications and plans.	Ongoing	Online permitting software was launched for all Planning applications in May 2023. The City continues to provide one-stop-shop permitting processes. The Master Fee Schedule is a consolidation of all fees across the City. Project Pipeline includes updates to project statuses online.
4.1.2 Residential Development Impact Fee Ordinances	Continually ensure provision of adequate public facilities and services to new and existing residential development	Ongoing	The City will continue to collect development impact fees to ensure adequate delivery of services.
4.1.3 Density Bonus Ordinance	Ensure that City density bonus provisions comply with State requirements.	Annually	Antioch Zoning Code was updated in 2020 to references state law.
4.1.4 Pre-Application Conferences	Minimize development review time and costs for new residential projects.	Ongoing	Pre-application conferences are offered to all residential development applicants.
4.1.5 Development Standards Handouts	Update handouts on a semiannual basis and when development standards are modified.	Ongoing	The City reviewed and updated its development application handouts throughout the summer of 2023. The ADU handouts and materials were updated to reflect the ADU ordinance changes in December 2023/January 2024.
4.1.6. Review and Revise Residential Parking Requirements	<input type="checkbox"/> Amend the City's Zoning Ordinance by the end of September 30, 2023, to ensure compliance with AB 2097(2022). <input type="checkbox"/> Conduct comprehensive study of parking requirements, and revise requirements as appropriate with a particular focus on studio and one-bedroom units, by December 31, 2024.	Ongoing	Antioch Zoning Code was updated in November 2023 to comply with AB2097 standards. Parking study to take place in 2024.
4.1.7 Streamlined Approvals	Minimize the use of discretionary review by permitting with by-right review.	Ongoing	The City continues to discuss the Commercial Infill Housing program with interested applicants. The City ministerially approved 245 residential units in August 2023 under the CIH program. The City has an SB 35 application form. The City will continue to ministerially approve affordable projects, as required by State law.

4.1.8 Monitor Effects of Regional Fees	<input type="checkbox"/> Continue to appoint one City Council Member and one Planning Commissioner to represent the City of Antioch on the ECCRRFFA. <input type="checkbox"/> Continue to participate in regular meetings of the JPA, and work with the other members of the ECCRRFFA to pursue and support reductions to the regional fee for higher-density residential uses near major transit stops and affordable housing developments.	Ongoing	Mayor Hernandez-Thorpe serves on the TRANSPLAN committee. Planning Commissioner will be appointed by April 2024.
4.1.9 Missing Middle Permitting Process	Streamlined approval process and facilitate development of 60 moderate-income housing units.	Ongoing	Single-Family and Missing Middle Residential Objective Design Standards were adopted in August 2023. The
4.1.10 R-35 Zone	Facilitate the development of diverse housing types and address land use controls that are a constraint to development.	Ongoing	Development standards were updated in January 2023.
4.1.11 CEQA Streamlining	Streamline housing development	Ongoing	The City allows all eligible projects to use CEQA streamlining provisions.
4.1.12 Removing Barriers to Rehabilitation Programs	Remove barriers to housing conservation	Jan-25	Accomplished in full. The City removed this requirement in 2023.
4.1.13 Multi-family Objective Design Standards	Streamline housing development	Ongoing	Multifamily Objective Design Standards were adopted in January 2023 and are posted on the City's Planning website.
4.1.14 Rezoning and Specific Plan and General Plan Amendments	Ensure availability of sites for up to 810 new units of housing	Ongoing	Rezoning to ensure availability was completed in tandem with Housing Element adoption in January 2023.

5.1.1.1 Fair Housing Services	<p><input type="checkbox"/> Provide Fair Housing services to a minimum of 50 Antioch tenants and landlords annually who require information regarding fair housing and discrimination, or complainants alleging discrimination based on federal, state, and local protected classes. <input type="checkbox"/> Conduct Fair Housing testing of a minimum of five apartment complexes annually based on complaints received.</p>	Ongoing	<p>The City contracted with ECHO for the first half of 2023, and then brought Fair Housing and Tenant/Landlord services in house to better support new tenant protections and other efforts being made by the City to provide more services to residents.</p> <p>105 people were served with Tenant/Landlord services by both ECHO and the City. Of these cases, Eviction Counseling constituted 44% of cases, Rent Increases was 13%, and other issues constituted the remaining 43%. Hispanic residents made up 21%, White 40%, Black/African American 47%, American Indian 1%, Asian 4%, Hawaiian/Pacific Islander 3%, and the remaining 5% were Other/Mixed Race.</p> <p>Fair Housing services conducted pair testing of 12 Antioch apartment complexes that had advertisements for available rental units on several websites. The majority testers were a heterosexual couple, and the minority testers were a same sex male couple. In 10 cases there was no difference in treatment, and in two cases only the majority tester received a response.</p> <p>Fair Housing complaints were received from 39 persons. Of these, 48% were related to Source of income, 18% to Disability, and 35% to other issues. City was slightly under goal as setting up the new internal program and hiring took longer than expected. Email outreach to all registered Antioch landlords was conducted twice during the year about various Fair Housing issues and new local renter protections.</p>
5.1.2 Implement Americans with Disabilities Act (ADA)	Ensuring accessibility of new housing	Ongoing	City of Antioch complies with ADA requirements. The Building Division reviews all building permits for ADA compliance.
5.1.3 Incentivize Accessible Units	Two projects that go beyond the federal minimum of 5 percent accessible units for subsidized projects.	Ongoing	Potential incentives will be explored this year.
5.1.4 Environmental Justice	Alleviate disparate impacts experienced by households living in EJ neighborhoods, especially impacts related to environmental outcomes. Improve CalEnviroScreen composite score in EJ area by 10 percent	Ongoing	Environment Justice Element of the General Plan was adopted in October 2023.
5.1.5 Home Repairs	Conserve and improve assets in areas of lower opportunity and concentrated poverty. Rehabilitation of 40 homes in target neighborhoods	Ongoing	<p>In 2023 Habitat, which operates the City's rehabilitation program, sent out 30k postcards to residents in lower income and EJ neighborhoods which have the City's oldest housing stock, informing them of the program and eligibility, as well as working with the Senior Center to provide brochures in English, Spanish and Tagalog.</p> <p>Of the 17 home repair grants made, 6 or 35% were made in the Sycamore and EJ areas.</p>

5.1.6 Monitor At-Risk Projects	Preservation of 54 units before 2032	2032	City Housing staff have reached out to those nonprofits with units at risk for conversion to market rate and have been assured that their intention is for the units to remain affordable, with a high likelihood that they will ask for renovation funding from the County before the expiration date. Staff will continue to monitor.
5.1.7 Economic Development in EJ Neighborhoods	Place-based strategies to encourage community conservation and revitalization.	Ongoing	City launched a facade upgrade program providing grants of \$5,000 - \$25,000 for business improvements in qualified EJ census tracts in northeast Antioch.
5.1.8 Tenant Protections	Protect approximately 13,509 households from displacement and preserve housing affordability.	Ongoing	City has adopted citywide standards including a rent stabilization ordinance.
5.1.9 Fair Housing Training	Conduct four to six workshops per year on fair housing rights. Protect existing residents from displacement and enforce fair housing laws.	Ongoing	Development of tracking systems and program materials under the Finance department and new Fair Housing staff occurred during the past year and will be launched and reported in the next Housing Element report.
5.1.10 Fair Housing Webpage.	Enforce Fair Housing laws. Increase participants in fair housing programs by 5 percent	Ongoing	For the first half of the year the City partnered with ECHO housing as its Fair Housing provider. A 12 site fair housing audit was conducted. Also during the year the City passed several significant renter protections as a result of rent increases and displacement affecting residents. Realizing that the City needed greater outreach, coverage and understanding of local ordinances and protections, it hired a Fair Housing counselor and brought the process under the City. The City now has a full-time staff person formerly of ECHO Housing, devoted to fair housing and tenant/landlord calls, outreach and to coordinate fair housing training and testing. The Fair Housing website is under expansion with many more resources becoming available.
5.1.11 Right to Reasonable Accommodations	Increased reasonable accommodation requests and fulfilled requests by 10 percent.	Ongoing	Training was conducted by ECHO Housing during the year on reasonable accommodation and a 12 site audit was conducted. Materials and signage were developed on reasonable accommodation and further enforcement will be reported in the next Housing Element report. Reasonable accommodation information is available on the city's webpage in English, Spanish and Tagalog. Will be incorporated into rental property business license application process.
5.1.12 Financial Resources	Assistance for the City to achieve their very low- and low-income RHNA units.	Ongoing	City Planning and Affordable Housing/Community Grant staff met monthly with a diverse group of Countywide stakeholders to develop goals for the BAHFA bond measure and plan outreach. Outreach will occur and be reported in the next Housing Element report.
5.1.13 Enhancing Housing Mobility Strategies	Remove barriers to housing in areas of opportunity and strategically enhancing access. 546 Extremity Low Income Units, 309 Low Income Units, 546 Moderate income units and 1,567 above moderate units.	Ongoing	Rezoning of sites in the Sites Inventory occurred in January 2023 with adoption of the Housing Element.

5.1.14 Inter-Agency and Inter-Jurisdictional Coordination	Assistance for the City to achieve preservation goals.	Ongoing	<p>The City actively engaged in numerous efforts during the year to coordinate and increase legal assistance for all residents to stabilize their housing, including those agencies that serve undocumented residents. This was achieved through partnership and funding to ECHO Housing and Centro Legal de la Raza, and Contra Costa Senior Legal Services. The City also met with two Tenant advocacy groups several times and successfully advocated for increased legal funding with County Measure X funding.</p> <p>In addition, City Housing staff met monthly with the County Housing and Community Development department, County Housing Authority, and cities of Pittsburg, Concord, and Walnut Creek, County Homeless Continuum of Care, County Health Department, County School District Homeless Liaison, and the City's Environmental Justice division. Meetings serve to break down silos, exchange information, coordinate efforts, increase understanding, and better serve all of Antioch's population.</p>
5.1.15 Promote ADUs as Affordable Housing	Annually increase housing stock by four to five units by providing extremely and very low-income (0-50 percent AMI) homeowners with low-interest loans, design and construction management assistance, and education on landlord and tenant laws and responsibilities. Subsidized development of 25 ADUs by the end of the planning period.	Ongoing	<p>Planning and Housing staff researched precedent programs and spoke with potential program partners in 2023. Discussion and research indicated that the cost of ADU construction, constrained capacity of Habitat for Humanity, and limited public funding for this program are not conducive to launching a program in the current environment. Staff are now working on a list of questions and contacts to use to reassess conditions in 2025 to see if external factors may be more conducive to designing and launching a program at that time.</p>
5.1.16 Schools	Increased opportunities for low-income residents.	Ongoing	<p>The Inclusionary Housing ordinance would bring affordable units to all areas of the City. Work on choosing a consultant for the Inclusionary Housing ordinance is underway.</p>
5.1.17 Encouraging New Housing Choices	Encouraging new housing choices and affordability. Affordable housing projects and available affordable units are advertised to at least 3 community organizations.	Ongoing	<p>When developing the Sites Inventory, the City evaluated income and poverty concentration when rezoning sites for affordable housing. No new affordable housing developments have been entitled since adoption of the Housing Element. Advertising to community organizations will be included as a condition of approval for future developments. The City collaborated with the County to issue an RFP for Antioch and County funding for affordable housing. The RFP was available in September and due back in December, so results will be reported in the next Housing Element report. Any City funding will require affirmative marketing, translation, and the City will assist by providing translation of materials and mailing lists for outreach to reach targeted populations.</p>
5.1.18 Replacement Housing	Evaluate residential development proposal for consistency with Government Code section 65915(c)(3) and Government Code section 66300(d)	Short-Term/Ongoing	<p>The City has not received any applications for projects for non-vacant sites with existing housing units on the sites where replacement units would be a requirement. The City evaluates residential proposals for consistency with all requirements.</p>



Jurisdiction	Antioch
Reporting Period	2023 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/31/2023 - 01/31/2031

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

### Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only			Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD at <a href="mailto:apri@hcd.ca.gov">apri@hcd.ca.gov</a> and we will unlock the form which enable you to populate these fields.			The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> . For detailed reporting requirements, see the checklist here: <a href="https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf">https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf</a>		
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									







Jurisdiction	Antioch	(Jan. 1 - Dec. 31)	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2023			

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

For Contra Costa County jurisdictions, please format the APN's as follows: 999-999-999-9

Table H						
Locally Owned Surplus Sites						
Parcel Identifier		Designation		Size		Notes
1	2	3	4	5	6	
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
066-092-001-9	801 W 2nd Street	Vacant		Surplus Land	0.17	former hotel site
066-102-004-9	908 W 2nd Street	Vacant		Surplus Land	0.69	may be subject to flooding
066-061-009-9	I Street	Public Facilities		Surplus Land	0.39	Gravel parking lot
066-061-010-9	I Street	Public Facilities		Surplus Land	0.18	Gravel parking lot
066-164-014-9	E 8th Street and A Street	Vacant		Surplus Land	0.18	
066-162-008-9	E 7th Street and A Street	Vacant		Surplus Land	0.18	contains portion of public street
066-123-020-9	W 4th Street and L Street	Vacant		Surplus Land	0.13	contains portion of public street
066-123-014-9	W 4th Street and L Street	Vacant		Surplus Land	0.2	contains portion of public street
066-123-009-9	W 5th Street and L Street	Vacant		Surplus Land	0.11	contains portion of public street
066-126-001-9	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-126-002-9	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-126-003-9	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-126-004-9	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-126-005-9	W 6th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-128-001-9	W 6th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-128-002-9	W 6th Street and L Street	Vacant		Surplus Land	0.11	contains portion of public street
066-217-008-9	901 L Street	Vacant		Surplus Land	0.06	
066-217-009-9	1017 W 9th Street	Vacant		Surplus Land	0.11	
067-341-027-9	Claudia Court	Vacant		Surplus Land	1.69	Caltrans remnant
067-342-001-9	Fitzuren Road	Vacant		Surplus Land	0.54	Caltrans remnant
067-342-002-9	Fitzuren Road	Vacant		Surplus Land	0.7	Caltrans remnant
071-021-018-9	Fitzuren Road	Vacant		Surplus Land	0.27	Frontage parcel
051-400-027-9	E 18th Street and Wilson St	Vacant		Surplus Land	1.2	
072-400-036-9	Golf Course Road and Lone Tree Way	Other		Surplus Land	2.01	Greenbelt with possible utilities





Jurisdiction	Antioch
Reporting Period	2023 (Jan. 1 – Dec. 31)
Planning Period	6th Cycle 01/01/2023 - 01/31/2031

## ANNUAL ELEMENT PROGRESS REPORT

Table K

### Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing local ordinance and supporting materials, no more than 90 days after the ordinance becomes

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.	
Notes	







**CITY OF ANTIOCH**  
**HOUSING SUCCESSOR TO THE REDEVELOPMENT AGENCY**  
**SB 341 ANNUAL REPORTING REQUIREMENT**  
**FOR FISCAL YEAR 2022-23, ENDING JUNE 30, 2023**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated March 26, 2024. This Report sets forth certain details of the housing activities of the City of Antioch, successor to the former Antioch Development Agency (ADA), during Fiscal Year 2022-23 year.

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor consultants, from information obtained from City staff and legal council, and the independent financial audit of the Low and Moderate Income Housing Asset Fund. The Annual Comprehensive Financial Report for Fiscal Year 2022-23, was prepared by Badawi & Associates, CPAs, and is separate from this annual summary Report. This Report conforms with Section 34176.1(f) of the Dissolution Law, and is organized into section I. through XI.

This Report was provided to the Housing Successor's governing body. This Report and the former redevelopment agency's pre-dissolution Implementation Plans are available to the public on the City's website at: <http://www.ci.antioch.ca.us/citygov/finance/econdev/default.htm>



1. **Amount the City received:** *This section provides the amount the City received pursuant to subparagraph (A) or paragraph (3) of subdivision (b) of section 34191.4: repayments for loans between the City and former redevelopment agency allowed after the successor agency has been issued a finding of completion by the Department of Finance.*

Low and Moderate Income Housing Fund	0
Set Aside Deficit Repayment	

2. **Amount Deposited into LMIHAF:** *This section provides the total amount of funds deposited into the LMIHAF during the Calendar Year, distinguishing between amounts deposited pursuant to subparagraphs (B) and (C) of paragraph (3) of subdivision (b) of Section 34191.4, amounts deposited for other items listed on the Recognized Obligation Payment Schedule (ROPS), and other amounts deposited.*

Recognized Obligation Payment Schedule (ROPS) funding	0
Loan Payment (Eden & Tabora, from surplus)	2,532
Loan Payoffs	302,750
Loan Interest Earnings/Shared Appreciation	54,407
Interest Earnings on Cash Balance	117,518
Other	0
<b>Total Deposits</b>	<b>\$477,207</b>

3. **Ending Balance of LMIHAF:** *This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year, distinguishing any amounts held for items listed on the ROPS from other amounts.*

Cash	\$6,684,016
Restricted for Current Payables	\$254,765
Restricted for Encumbrances/Commitments	\$0
Anticipated Current Receivables	\$0
<b>Available Cash Balance</b>	<b>\$6,429,251</b>

4. **Description of Expenditures from LMIHAF:** *This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized by (A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering the activities described in paragraphs (2) and (3) of subdivision (a), (B) for homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) or subdivision (a), and (C) for the development of housing pursuant to paragraph (3) of subdivision (a).*

(A) Monitoring & Administration Expenditures	\$214,771.67
(B) Homeless Prevention & Rapid Rehousing Services Expenditures	\$190,302.38
(C) Housing Development Expenditures	
Antioch Homeownership Program (AHOP) Administration	0
AHOP Loans Issued	0
Multi-Family Housing Loan Issued	0
Housing Rehabilitation Loan & Grant Program Administration	\$339,507.21
& loans (17 grants, 2 loans)	
<b>Total LMIHAF Expenditures</b>	<b>\$744,581.26</b>

The Housing Successor is allowed to spend up to the greater of \$254,500 (expenditure cap adjusted for 2022-23) or 2% of the value of the Housing Assets Portfolio (defined and calculated in Section 5) on Monitoring and Administration Expenditures. The total value of Antioch Housing Successor assets is \$13,132,488, and 2% of this value is \$262,650. Therefore, **the maximum allowable amount for administrative expenditures and monitoring is the expenditure cap of \$262,650.** The agency has spent significantly less than this on administration this year. Homeless prevention and rapid rehousing services expenditures may not exceed \$250,000 /year once obligations pursuant to Section 33413 and 33418 are fulfilled and the City met this test.

5. **Statutory Value of Assets Owned by Housing Successor:** *This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts. Under the Dissolution Law and for the purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the Housing Asset Transfer Schedule approved by the Department of Finance, as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of the property purchased by the Housing Successor.*

Statutory Value of Real Property	\$0
Value of Loans Receivable	\$13,132,488
Value of Grants Receivable	\$0
Value of Deferred Set-Aside (owed to Housing Fund)	\$0
<b>Total Value of Assets</b>	<b>\$13,132,488</b>

6. **Description of Transfers:** *This section describes any transfer to another housing agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.*

**The Housing Successor did not make an LMIHAF transfer to other Housing Successor(s) under Section 34176.1(c)(2) to develop a joint project during the Fiscal Year 2022-23.**

7. **Project Descriptions:** *This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule (ROPS) and the status of that project.*  
**None remaining**
8. **Status of Compliance with Section 33334.16:** *This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update on the project is provided.*

**Not Applicable – no properties purchased using LMIHF prior to or after February 1, 2012.**

9. **Description of Outstanding Obligations under Section 33413:** *This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency.*

**Replacement Housing:** No Section 33413(a) replacement housing obligations were transferred to the Housing Successor according to the 2009-10 through 2015-16 City of Antioch Implementation Plan for the former Redevelopment Agency.

10. **Inclusionary/Production Housing:** No Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor according to the 2009-10 through 2015-16 City of Antioch Implementation Plan for the former Redevelopment Agency. The former Redevelopment Agency's Implementation Plans are posted on the City's website at: <http://www.ci.antioch.ca.us/citygov/finance/econdev/default.htm>.

**Income Targeting Test:** Section 34176.1(a)(3)(A) states that all funds remaining after the monitoring and administration and homeless prevention and rapid rehousing services expenditures are deducted must be used for the development of housing affordable to and occupied by households earning 80% or less of the area median income (AMI), **with at least 30% of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30% or less of the AMI and no more than 20% of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI.** The Housing Successor must demonstrate in the 2019 annual report, and every five years thereafter, that the Housing Successor's expenditures from January 1, 2014 through the end of the latest fiscal year covered in the report comply with these requirements.

If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year period, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

If the Housing Successor exceeds the expenditure limit for households earning between 60% and 80% of the AMI in any five-year report, the Housing Successor shall not expend any of the remaining funds for households earning between 60% and 80% of the AMI until the Housing Successor demonstrates compliance with this limitation in an annual report.

For purposes of this calculation, 'development' means new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, acquisition of long-term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years.

For informational purposes, the following provides the Housing Successor's Extremely-Low Income Housing Test as of Fiscal Year 2022-23:

Fiscal Year	Type	Description	Households Assisted by % of AMI		
			0-30%	31-50%	51-80%
2014-15	Rent Subsidy	Senior mobile home park	46,748.38	30,991.68	19,800.24
		<b>Total Expenses 2014-15:</b>	<b>46,748.38</b>	<b>30,991.68</b>	<b>19,800.24</b>
2015-16	Rent Subsidy	Senior mobile home park	33,545.28	28,409.04	18,939.36
		<b>Total Expenses 2015-16:</b>	<b>33,545.28</b>	<b>28,409.04</b>	<b>18,939.36</b>
2016-17	Rent Subsidy	Senior mobile home park	26,211.36	29,826.72	19,884.48
	Loan	Tabora Gardens - Senior, Veteran & Homeless Housing	216,000.00	384,000.00	0
		<b>Total Expenses 2016-17:</b>	<b>242,211.36</b>	<b>413,826.72</b>	<b>19,884.48</b>
2017-18	Rent Subsidy	Senior mobile home park	5,649.00	8,134.56	4,067.28
	Homeownership	Down payment assistance	0	0	20,457.00
		<b>Total Expenses 2017-18:</b>	<b>5,649.00</b>	<b>8,134.56</b>	<b>24,524.28</b>
2018-19	Homeownership	Down payment assistance	0	0	50,776.00
		<b>Total Expenses 2018-19:</b>	<b>0</b>	<b>0</b>	<b>50,776.00</b>
2019-20	Homeownership	Down payment assistance	0	0	19,688.00
	Housing Rehabilitation	Habitat Housing Rehab	35,760.54	0	0
		<b>Total Expenses 2019-20:</b>	<b>35,760.54</b>	<b>0.00</b>	<b>19,688.00</b>
2020-21	Housing Rehabilitation	Habitat Housing Rehab	35,760.54	0	0
		<b>Total Expenses 2020-21:</b>	<b>35,760.54</b>	<b>0</b>	<b>0</b>
2021-22	Housing Rehabilitation	Habitat Housing Rehab	27,261.00	48,406.00	164,939.00
		<b>Total Expenses 2021-22:</b>	<b>27,261.00</b>	<b>48,406.00</b>	<b>164,939.00</b>
2021-22	Housing Rehabilitation	Habitat Housing Rehab	149,447.36	82,790.26	80,260.00
		<b>Total Expenses 2022-23:</b>	<b>149,447.36</b>	<b>82,790.26</b>	<b>80,260.00</b>
<b>Total \$ LMIHAF spent on households to date (Does not include Homeless &amp; Admin):</b>		<b>1,587,753.08</b>	<b>576,383.46</b>	<b>612,558.26</b>	<b>398,811.36</b>
<b>% spent on households to date:</b>		<b>100%</b>	<b>36%</b>	<b>39%</b>	<b>25%</b>
<b>Total \$ LMIHAF spent on households 5 years (17-18 to 21-22):</b>		<b>695,088.70</b>	<b>248,229.44</b>	<b>131,196.26</b>	<b>315,663.00</b>
<b>% spent on households last 5 years:</b>		<b>100%</b>	<b>36%</b>	<b>19%</b>	<b>45%</b>
			<b>30%+ \$ spent on 0-30% AMI</b>		<b>&lt;20% \$ spent on 60-80% AMI</b>

As illustrated in the chart above, the Housing Successor is no longer in compliance with the 2022-23 Income Targeting Test due to the slowed production of the 0-30% AMI homeless housing that was planned. The City put out an RFP in September 2023 and received three applications to develop homeless housing and housing for persons with disabilities, and hopes to invest approximately \$3 million in Housing Successor funding in the next year.

- 11. Senior Housing Test:** *The Housing Successor is to calculate the percentage of units in deed-restricted rental housing that is restricted to seniors and assisted by the Housing Successor, the former redevelopment agency, and/or the City, within the previous 10 years, in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency, and/or the City, within the same period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists, and construction has commenced, on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.*

**The following provides the Housing Successor's Senior Housing Test for the 10-year period of FY 2012-13 to 2022-23:**

Housing Development Name & Address	Date Assisted	# Units Senior	# Units Family
Tabora Gardens (85 units, 84 affordable, completed construction May 2018)	6/1/2011 & 2016	84	0
<b>TOTAL ASSISTED UNITS</b>		<b>84 Senior</b>	<b>0 Family</b>
		<b>Total Units = 84</b>	
<b>SENIOR HOUSING PERCENTAGE</b>		<b>100%</b>	

The previous new family housing construction was in 2007 and fell off of the 10-year testing window several years ago. The only remaining project was senior housing in 2011, so the City does not meet this test. As stated, the recently received applications for funding were for homeless and very low-income housing units, and the City hopes to invest approximately \$3 million in Housing Successor resources in the next year.

- 12. Excess Surplus Test:** *This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus. Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.*

The amount deposited in the preceding four years **from loan payoffs** (not tax increment deposits) as reported in #2, "Amount Deposited into LMIHAF" is as follows:

2022-23 - \$ 302,750  
 2021-22 - \$ 154,742  
 2020-21 - \$ 682,539  
 2019-20 - \$ 49,130  
**TOTAL: \$1,189,161**

The LMIHAF balance FY 2022-23 was **\$6,429,251** (see Section 3), and the total deposited into the LMIHAF in the preceding four years was **\$1,189,161**. Therefore, excess surplus will be the amount over \$1,000,000, which is \$5,240,090. The City plans to expend the excess surplus in the next two years with approximately \$1,000,000 going to Housing Rehabilitation and \$3,000,000 to produce 22-40 units for homeless persons. The COVID-19 pandemic brought all housing projects to a standstill, but we received three responses to the RFP for affordable housing funding that the City released in collaboration with the County, and hope to fund one project in the coming year.

- 13. Inventory of Assisted Units:** *This section provides an inventory of the homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to adopted programs that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of section 33334.3 This inventory shall include:*

- a) Number of Units – Following are the Housing Successor and former Antioch Development Agency (ADA) loans outstanding at the end of FY 2022-23:**

Type of Loan/Program	# Loans	Total of Loans
Housing Rehabilitation	13	851,206.69
First Time Home Buyer Downpayment Assistance	9	\$620,000.00
Rental Housing Rehab (HACCC)	2	\$32,745.45
Multifamily Rental Housing	5	\$3,407,456.25

The total number of single-family units is 22, and multi-family units is 221 for a total of 243 units.

- b) Number of Units Lost -** *In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of units lost to the portfolio since the last fiscal year and the reason for those losses. – Records show that 8 single family loans totaling \$345,026 have been lost to the portfolio since February 2012. The main reasons have been divorce and/or bankruptcy, resulting in foreclosures and short sales. No loans were lost last year.*
- c) Installment payments and loan payoffs –** *Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund. During FY 2022-23, the Housing Successor received \$2,532 as installments payment on a multi-family loans. The Housing Successor had 3 loans paid in full during the fiscal year. The loan payoff amounts (principal and interest or shared appreciation) was \$302,750 received by the City. (see #2)*
- d) Management of Units –** *Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity. The Housing Successor performs these services in-house, with assistance from the City's CDBG/Housing Consultant Teri House.*

\* \* \*

If you have any questions about this report, please contact Teri House: CDBG@antiochca.gov.

## **2023 GENERAL PLAN ANNUAL REPORT**

California Government Code Section 65400 mandates that cities and counties submit an annual progress report (APR) on the General Plan and progress on its implementation to City Council, the Governor’s Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD) each year. This document fulfills that mandate and was reviewed by the City Council at its meeting of March 26, 2024.

The main purpose of the APR is to provide the City Council with an update of the City’s progress in implementing its General Plan vision. This annual assessment grants to City Council an opportunity to adjust or modify its policies or approach to implementation to ensure that the City meets its stated vision. A secondary purpose of the APR is to fulfill housing element statutory requirements regarding the City’s progress in meeting its share of regional housing needs and its efforts to remove governmental constraints to the development of housing in accordance with Government Code Section 65584.3(c) and 65584.5(b)(5). These have separate reporting requirements and forms, which have been submitted electronically by the City prior to April 1st of each year. To assist in the review of the General Plan Progress Report, this report presents the following information:

- I. General Plan Background
- II. Amendments to the General Plan considered by the City in 2023
- III. Proposed General Plan Amendments

### **I. GENERAL PLAN BACKGROUND**

The City of Antioch General Plan establishes the fundamental policy framework to guide decisions related to land use and development, public services and facilities, public safety, resource management, recreation, and the overall health and quality of life in the community. The General Plan presents a vision for the City's future, and embodies goals, policies, and strategies to turn that vision into a reality.

The City of Antioch adopted a comprehensive update to the General Plan on November 24, 2003 after an extensive community participation effort. State law requires that the Antioch General Plan include eight mandatory elements (Land Use, Circulation, Housing, Conservation, Open Space, Noise, Safety, and Environmental Justice) but allows flexibility in how each local jurisdiction structures these elements. The City of Antioch General Plan contains these seven mandatory elements, in either their own chapter or within another chapter, as well as three “optional” elements (Public Services and Facilities, Growth Management, Economic Development) that, once adopted, have the same force and effect as policies related to the

General Plan elements required by the State. The City of Antioch General Plan elements are as follows:

- Community Vision
- Growth Management
- Land Use
- Community Image and Design
- Economic Development
- Circulation
- Public Services and Facilities
- Housing
- Resource Management
- Environmental Hazards
- Environmental Justice

Each of these elements describes its purpose, goals, objectives and policies. Each of these elements functions as a guide to the type of community Antioch desires for its future and provides the means by which that desired future will be obtained. The General Plan expresses in the form of text, maps and illustrations, the organization of physical, environmental protection, economic, and social activities sought by the community in order to create and maintain a healthful, functional, and desirable place in which to live.

## II. AMENDMENTS TO THE GENERAL PLAN CONSIDERED BY THE CITY IN 2023

State law allows the General Plan to be amended four times annually. This allows the General Plan to remain a current document responsive to the community's needs. Requests for amendments may be submitted by individuals or initiated by the City. Three amendments to the City of Antioch General Plan were considered in 2023 and are listed in Table 1.

Table 1 2023 Proposed Amendments to the General Plan			
Amendment Request	Action	Applicant	Description
Housing and Safety Element Updates	Approved by City Council on January 24, 2023	City of Antioch	1. Amendments updating changes to the Housing, Land Use and Environmental Hazards Element as part of the adoption of the 6 <sup>th</sup> Cycle Housing Element update.
Environmental Justice Element	Approved by City Council on	City of Antioch	2. Adoption of an Environmental Justice Element to comply with



Table 1 2023 Proposed Amendments to the General Plan			
Amendment Request	Action	Applicant	Description
	December 12, 2023		Senate Bill 1000 and address Environmental Justice issues in disadvantaged communities.
DECA East (GP-22-02)	Approved by City Council on October 24, 2023	DECA Company	3. A proposed General Plan amendment to the land use element to change a land use designation from regional commercial to business park to allow the development of a warehouse/distribution facility.

### III. FUTURE PROPOSED GENERAL PLAN AMENDMENTS

In the next year or two, there are General Plan amendments that are proposed or will need to be prepared for consideration by City Council. These amendments include:

- **Comprehensive General Plan Update:** The City’s General Plan was adopted in 2003 and was proposed to have a lifespan of 25 years. The City anticipates the comprehensive General Plan update process commencing in late 2024 with the goal of completing the new General Plan in three to five years.
- **Albers Ranch (GP-19-04):** A proposed General Plan amendment to the land use element to change a residential land use designation to increase density in a single-family residential subdivision to allow for the development of up to 300 single-family homes.


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** John Fortner, Police Lieutenant

 **APPROVED BY:** Brian Addington, Interim Chief of Police

**SUBJECT:** Peregrine Technologies Contract Agreement

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the Acting City Manager to execute an agreement with Peregrine Technologies for a software license for a term of three years with an option for two one-year extensions in an amount up to \$127,000 annually for a total amount not to exceed \$635,000.

**FISCAL IMPACT**

The first annual expenditure is included in the approved fiscal year 2024/25 Police Department budget, previously approved by the City Council. The expenditure for the remainder of the subscription (with the option of two one-year extensions) will be \$127,000 annually, not to exceed \$635,000.

**DISCUSSION**

- Background

In March 2021, Council authorized the purchase of Peregrine software, which is an advanced analytical software platform. Peregrine software performs several critical functionalities including data integration, powerful search and information retrieval, data management, and CJIS/DOJ compliant data-sharing and collaboration. The software facilitates real-time fact-based decision-making, enhance investigatory capabilities, and streamlined criminal analysis.

- Analysis

The Police Department currently uses Peregrine software, solely provided by Peregrine Technologies, which is integrated into existing records management systems (RMS), computer aided dispatch systems (CAD), video management systems (VMS), license plate recognition data (LPR), real-time sensor data, case management systems, evidence management systems, arrest records, and unstructured data such as document, imagery and video repositories.

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Agenda Item #

Peregrine software is being used county-wide providing advanced law enforcement capabilities and interoperability between jurisdictions, including eFiling (secure digital packaging and filing of criminal cases and evidence) with the District Attorney's Office. Peregrine software will also play a critical role in the future deployment of the department's new CAD/DATA/RMS system.

- Conclusion

The Antioch Police Department recommends the purchase of Peregrine Technologies software for enhanced law enforcement capability, public safety, and ongoing projects. The language and conditions of the contract remain the same with updated dates and a proposed invoice schedule.

#### **ATTACHMENTS**

- A. Resolution
- B. Peregrine Technology Contract Agreement

**RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE PURCHASE OF PEREGRINE TECHNOLOGIES SOFTWARE AND  
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City currently uses Peregrine software, solely provided by Peregrine Technologies, which is integrated into a majority of the critical systems used to facilitate public safety services on a continuous basis;

**WHEREAS**, the City wishes to continue contract services with Peregrine Technologies, and plans to pay \$127,000 annually for a three-year contract with an option for two one-year extensions for a total contract amount not to exceed \$635,000; and

**WHEREAS**, the annual expenditure was included in the approved fiscal year 2024/25 Police Department budget and no amendment to the budget is required.

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

1. The Acting City Manager or his designee is authorized to execute an agreement with Peregrine Technologies for a three-year contract with an option for two one-year extensions for \$127,000 annually and a total amount not to exceed \$635,000 in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of March, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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

## PEREGRINE CUSTOMER ORDER FORM

Customer Information	
<b>Customer Name:</b> Antioch Police Department	<b>Contact:</b> Lieutenant John Fortner
<b>Address:</b> 300 L Street, Antioch, CA 94509	<b>Phone:</b> (925) 779-6942
<b>Email:</b> jfortner@antiochca.gov	<b>Fax:</b>

Peregrine Services
<b>Effective Date:</b> April 1, 2024
<b>Term:</b> From the Effective Date through March 31, 2027 (“ <u>Initial Term</u> ”).
<p><b>Service Fee:</b> Customer shall pay Peregrine an annual service fee of \$127,000 as follows:</p> <ul style="list-style-type: none"><li>• \$127,000 within 30 days of the Effective Date,</li><li>• \$127,000 within 30 days of April 1, 2025,</li><li>• \$127,000 within 30 days of April 1, 2026.</li></ul> <p>Customer shall have the option to continue the use of the Service for up to two (2) additional annual terms. If Customer chooses to exercise those options, Customer shall pay Peregrine an annual service fee as follows:</p> <ul style="list-style-type: none"><li>• \$127,000 within 30 days of April 1, 2027</li><li>• \$127,000 within 30 days of April 1, 2028</li></ul>
<b>Users:</b> Customer may allow an unlimited number of employees of the Antioch Police Department to access and use the Service.
<b>Onboarding and Training Services:</b> Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
<p><b>Professional Services:</b> The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Records Management System including related document storage; Computer Aided Dispatch System; Milestone VMS; Search warrant data sources; Automated Vehicle Location (AVL); ShotSpotter through Freeway Security Network [excluding API fees]; Vigilant commercial data, Vigilant fixed cameras, Vigilant mobile patrol car camera [excluding API fees]; Eagle Eye Contract Vault; BlueTeam (IAPro); Booking photographs (when available); ESRI map layers; and Body-worn cameras data source (when available).</p> <p>Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in an SOW.</p> <p>For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.</p>

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order From, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

**Peregrine:**

By: \_\_\_\_\_

Name: Nicholas Noone

Title: President & CEO

**Customer: City of Antioch**

By: \_\_\_\_\_

Name: Kwame P. Reed

Title: Acting City Manager

Notice Address

\_\_\_\_\_

\_\_\_\_\_

Notice Address

Email:

\_\_\_\_\_

Attest:

\_\_\_\_\_

Elizabeth Householder, City Clerk

Approval as to form:

\_\_\_\_\_

Thomas Lloyd Smith, City Attorney

## **TERMS AND CONDITIONS**

These Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to you (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

### **1. Definitions.**

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Services or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s web and iOS mobile applications that assist Users with criminal investigations and police leadership decision making. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does

not include any Customer Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

### **2. Provision of the Service and Additional Services.**

**2.1 Service.** During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall provide Customer with the right to: (a) access and use the Service for up to the number of Users set forth in the Order Form, and (b) to download and reproduce the applicable Documentation solely for internal use in association with the Service. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form (“**Onboarding and Training Services**”), and (iii) telephone and standard technical support to Customer during normal business hours (“**Technical Support**”). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

**2.2 Professional Services.** Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an “**SOW**,” and such services, the “**Professional Services**”). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below.

**2.3 Access and Policies.** Customer will permit Peregrine access to Customer’s offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer’s facilities access and use policies as provided by Customer to Peregrine in writing in

advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

**2.4 Compliance with Applicable Laws.** Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Services hereunder. Peregrine shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

**2.5 Licenses and Permits.** Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

**2.6 Nondiscrimination and Equal Opportunity.** Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, 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 Peregrine under this Agreement. Peregrine 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 Peregrine thereby.

### **3. Use of Service.**

**3.1 Users.** Customer may grant access to the Service to only the number and type of Users specified on the Order Form. Customers shall ensure that its Users do not share or transfer their User credentials to other Customer employees or any other individuals.

**3.2 Customer Responsibilities.** Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service;

(b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; and (d) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

**3.3 Use Restrictions.** Customer shall use the Service solely for its internal business purposes in accordance with this Agreement. Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

**3.4 CJIS Requirements.** Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

**3.5 Operation Restrictions.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating



a moving vehicle.

**3.6 Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

#### **4. Fees & Payment.**

**4.1 Fees.** Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs.

**4.2 Payment Terms.** Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

**4.3 Taxes.** Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

#### **5. Proprietary Rights.**

**5.1 Peregrine Technology.** The Service includes (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology, including graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services (collectively, "**Peregrine Technology**"). Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth Section 5.2 below, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "Peregrine Technology" does not include Customer Data.

**5.2 License Grant.** Peregrine grants Customer, during the term of this Agreement, a worldwide, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicenseable right to access and use the Service, and to permit the number and type of Users specified on the Order Form the right to access and use the Service during the

terms of the applicable User subscriptions, in each case solely in accordance with the terms of this Agreement.

**5.3 License Restrictions.** Customer shall not (a) modify, copy or create derivative works based on the Service or Peregrine Technology; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; or (c) disassemble, reverse engineer, or decompile the Service or Peregrine Technology, or (d) access the Service in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service.

#### **6. Data Access, Sharing and Security.**

**6.1 Customer Data.** Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

**6.2 CJIS Security Policy.** Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to CJIS requirements.

**6.3 Third Party Data.** Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

## 7. Confidentiality.

**7.1 Definition of Confidential Information.** The term “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), the Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

**7.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party’s prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

**7.3 Exceptions.** The parties’ obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

**7.4 California Public Records Act.** Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

**7.5 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other

remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

## 8. Warranties & Disclaimers.

**8.1 Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

**8.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, AND WITHOUT LIMITING PEREGRINE’S OBLIGATIONS SPECIFIED IN THIS AGREEMENT, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. Indemnification.

**9.1 General Indemnification by Peregrine.** Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees (“**Customer Indemnified Parties**”) against any claim made or brought against any Customer Indemnified Party by a third party (A) arising out of or in connection with Peregrine’s negligence or willful misconduct in the performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except to the extent any such claim is caused by the negligence or willful misconduct of Customer, or (B) alleging that the Service as provided to Customer hereunder infringes any U.S. intellectual property rights of a third party (each, a “**Customer Claim**”), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, awarded by a court or agreed to by Peregrine in a settlement with

respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine, (iii) any combination of the Service with services or technologies not provided by Peregrine, or (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

**9.2 PERS Indemnification by Peregrine.** In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer..

## **10. Limitation of Liability.**

**10.1 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY,

WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **11. Term & Termination.**

**11.1 Term of Agreement.** This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

**11.2 Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination. Notwithstanding the foregoing, if Customer terminates the Agreement pursuant to this Section 11.2 Peregrine will refund pro-rata share of Service Fee.

**11.3 Data.** Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

**11.4 Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

## **12. General Provisions.**

**12.1 Insurance.** Peregrine shall maintain the insurance coverages described on Exhibit A.

**12.2 Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

**12.3 Conflict of Interest.** Peregrine may serve other clients, but none whose activities within the corporate

limits of Customer or whose business, regardless of location, would place Peregrine in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Peregrine shall not employ any Customer official in the work performed pursuant to this Agreement. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

**12.4 Peregrine’s Books and Records.** Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

**12.5 Force Majeure.** Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

**12.6 Federal Government.** Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

**12.7 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, [nick@peregrine.io](mailto:nick@peregrine.io),

with a copy to [ben@peregrine.io](mailto:ben@peregrine.io). Notices to Customer are to be addressed to the individual identified in the Order Form.

**12.8 Waiver; Cumulative Remedies Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.9 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.10 Governing Law.** This Agreement shall be governed by the laws of California. The state courts located in Contra Costa County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

**12.11 Construction.** The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the

words “without limitation” and “discretion” means sole discretion

**12.12 Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in

writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

## **Exhibit A**

### **Insurance**

Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

**Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

#### **Commercial General and Automobile Liability Insurance**

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

#### **Professional Liability Insurance.**

General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

### **All Policies Requirements.**

Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect 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 the Consultant, its employees, agents, and subcontractors.

Subcontractors. Consultant shall include all subcontractors as insureds 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 herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.


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, order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof, or terminate this Agreement.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

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

**APPROVED BY:** Kwame P. Reed, Acting City Manager

**SUBJECT:** Resolution Approving Program Supplement Agreement No. F017 to Administering Agency-State Agreement No. 04-5038F15 for Federal Aid Projects for the Antioch – L Street Pathway to Transit; PW 234-15

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the Acting City Manager or designee to execute the Program Supplement Agreement No. F017 to Administering Agency-State Agreement No. 04-5038F15 for Federal Aid Projects for the Antioch – L Street Pathway to Transit.

**FISCAL IMPACT**

The fiscal year 2023/24 Operating Budget includes \$223,079 for the Antioch – L Street Pathway to Transit ("Project") from the Road Maintenance and Rehabilitation Account. Approval of this Program Supplement Agreement will secure \$1,469,000 of grant funding from the One Bay Area Grant 2 program for a total project budget of \$1,692,079.

**DISCUSSION**

The Project will consist of surfacing L Street from Lemontree Way to Sycamore Drive and from West 10<sup>th</sup> Street to the terminus of L Street at Antioch Marina Circle. Additional work to be performed includes modifying roadway striping, removal and replacement of deteriorated or uneven concrete curb, gutter and sidewalk, upgrade curb cuts, improving bicycle access, improving signage and striping and installation of a flashing crosswalk at the intersection of L Street and Lemontree Way.

Approval of the attached Program Supplement Agreement will secure the Federal Funds allocated for this work.



**ATTACHMENTS**

- A. Resolution
- B. Program Supplement Agreement No. F017 to Administering Agency-State Agreement  
No. 04-5038F15
- C. Vicinity Map
- D. L Street Drawing

ATTACHMENT "A"

RESOLUTION NO. 2024/\*\*

**RESOLUTION APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F017 TO  
ADMINISTERING AGENCY-STATE AGREEMENT NO. 04-5038F15 FOR FEDERAL  
AID PROJECTS FOR THE ANTIOCH – L STREET PATHWAY TO TRANSIT  
PW 234-15**

**WHEREAS**, the City of Antioch is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation;

**WHEREAS**, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed;

**WHEREAS**, the City of Antioch has considered authorizing the Acting City Manager or his designee to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation, subject to review and approval of form by the City Attorney; and

**WHEREAS**, approval of this Program Supplement Agreement will secure \$1,469,000 funding from the One Bay Area Grant 2 program for the Antioch – L Street Pathway to Transit.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch, hereby authorizes and directs the Acting City Manager or his designee to execute the Program Supplement Agreement No. F017 to Administering Agency-State Agreement No. 04-5038F15 for Federal Aid Projects for the Antioch – L Street Pathway to Transit in the City of Antioch, subject to review and approval of form by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

A2

# ATTACHMENT "B"

PROGRAM SUPPLEMENT NO. F017  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR FEDERAL-AID PROJECTS NO 04-5038F15

Adv. Project ID  
0420000028

Date: February 27, 2024  
Location: 04-CC-0-ANT  
Project Number: CML-5038(025)  
E.A. Number:  
Locode: 5038

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/29/2020 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:** L Street from Lemontree Way to Sycamore Drive and from 10th Street to the terminus of L Street at Antioch Marina Circle

**TYPE OF WORK:** Roadway Widening

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Y003	\$1,469,000.00	LOCAL	OTHER
\$1,692,079.00			\$223,079.00	\$0.00

CITY OF ANTIOCH

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 03/01/2024

\$1,469,000.00



### SPECIAL COVENANTS OR REMARKS

1.
  - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
  - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
  - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
  - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

B2

### SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).



## SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

84

### SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system



### SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

### 3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

### SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

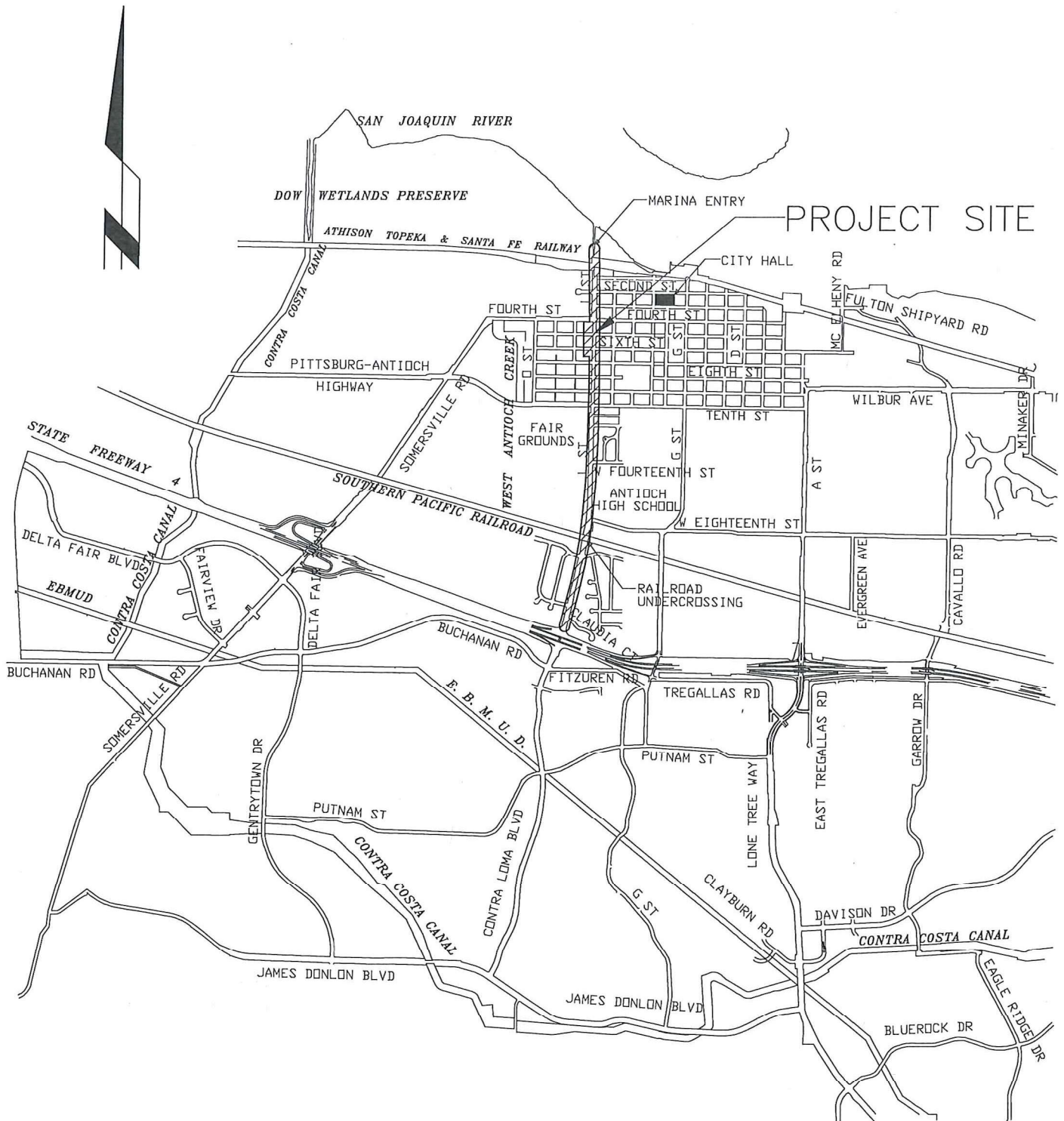
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



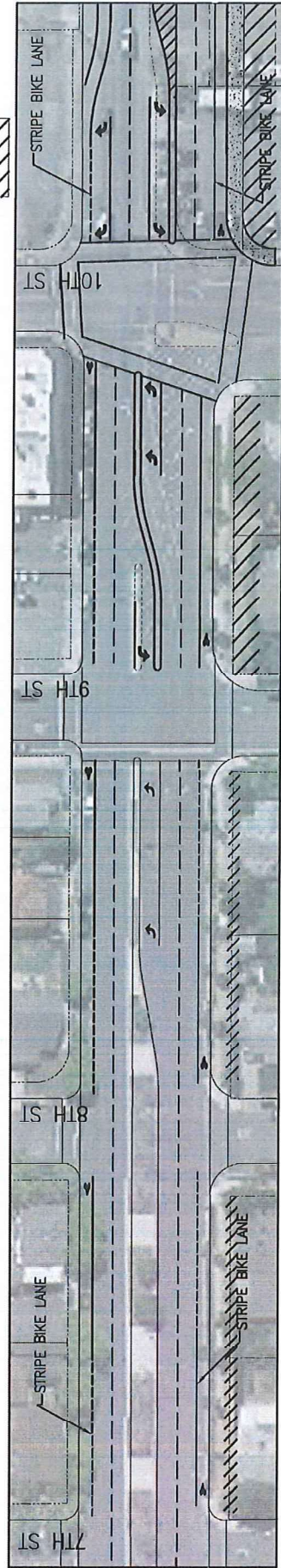
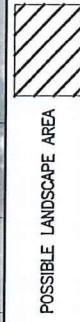
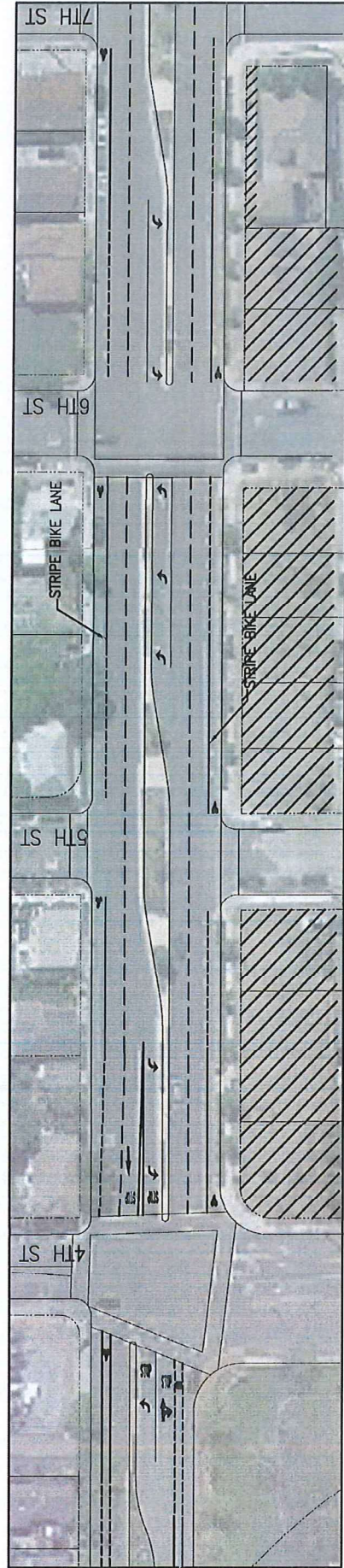
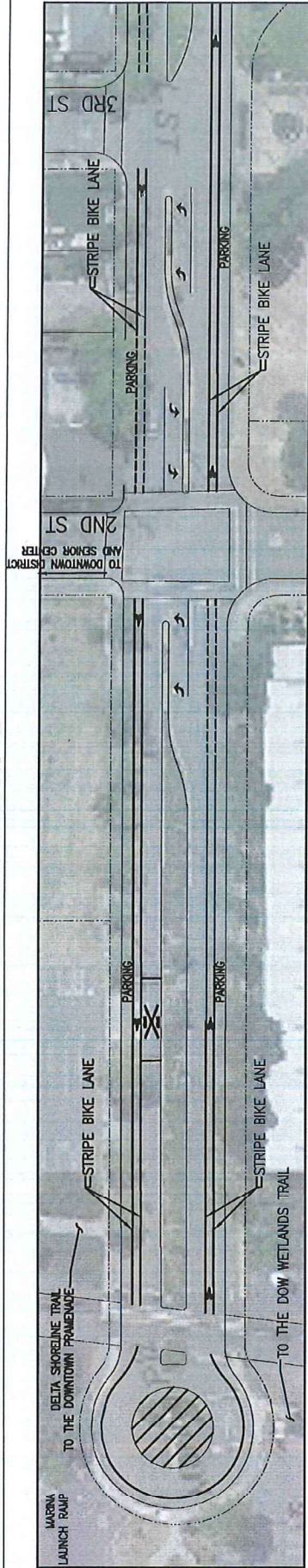
# Attachment "C"



VICINITY MAP  
N.T.S.



# Attachment "D"




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Carlos Zepeda, Deputy Public Works Director

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

**SUBJECT:** Award of Agreement with Golden Gate Trans Inc. for Landscaping Material Purchases and Deliveries

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding a multi-year agreement to Golden Gate Trans Inc. for the purchase and deliveries of landscaping materials on an as needed basis beginning FY 2023/24 through FY 2025/26 in the amount of \$986,568, and a two-year extension period from FY 2026/27 through FY 2027/28 in the amount of \$691,294.50 for a total five-year amount not to exceed \$1,677,862.50; and
2. Authorizing the Acting City Manager to execute the Agreement with Golden Gate Trans Inc. of Richmond, CA, in a form approved by the City Attorney.

**FISCAL IMPACT**

Funding for purchases of landscaping materials is included within the approved FY 2023/24 operating budget specifically within the National Pollutant Discharge Elimination System Fund and Streets and Landscape divisions in the General Fund. Funding for purchases in FY 2024/25 will be requested as part of the City's mid-year budget review process. Additional years of the agreement will be requested as part of the City's biennial budget process.

**DISCUSSION**

Staff have identified the need to stockpile rock landscaping material to address landscaping and erosion issues throughout the City's extensive storm water system and rights-of-way. This material will allow staff to address ongoing storm related and other erosion control issues in a timely manner. City staff published a Request for Bid on January 18, 2024. The proposal was distributed via the local newspaper, builders exchange email list, and published on the City's website.

On February 22, 2024, six (6) bids were received and opened, as shown on the attached tabulation. The bids have been checked and found to be without errors or omissions. The

low bid was submitted by Green Dream International LLC., however, Green Dream International LLC, recently notified the City that they were withdrawing their bid because of some of the City's contract requirements. Staff, therefore, recommends awarding the agreement to the second lowest bidder, Golden Gate Trans Inc. of Richmond, CA, for the purchase and delivery of the landscaping materials.

**ATTACHMENTS**

- A. Resolution
  - Exhibit 1. Draft Maintenance Services Agreement
- B. Bid Tabulation



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING AN AGREEMENT WITH GOLDEN GATE TRANS INC. FOR  
LANDSCAPING MATERIAL PURCHASES AND DELIVERIES AND AUTHORIZING  
THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, staff has identified the need to stockpile rock landscaping material to address landscaping and erosion issues throughout the City's extensive storm water system and rights-of-way;

**WHEREAS**, this stockpile will allow crews to address ongoing storm related and other erosional control issues in a timely manner;

**WHEREAS**, City Staff published a Request for Bid on January 18, 2024. The proposal was distributed via the local newspaper, builders exchange email list, and published on the City's website;

**WHEREAS**, on February 22, 2024, six (6) bids were received and opened, as shown on the attached tabulation with the lowest bid submitted by Green Dream International, however, Green Dream International LLC, recently notified the City that they were withdrawing their bid because of some of the City's contract requirements. Staff, therefore, recommends awarding the agreement to the second lowest bidder, Golden Gate Trans Inc. of Richmond, CA;

**WHEREAS**, the City Council has considered awarding a multi-year purchase order agreement to Golden Gate Trans Inc. for the purchase and deliveries of landscaping materials on an as needed basis beginning FY 2023/24 through FY 2025/ in the amount of \$986,568, and a two-year extension period from FY 2026/27 through FY 2027/28 in the amount of \$691,294.50 for a total five-year amount not to exceed \$1,677,862.50; and

**WHEREAS**, the City Council has considered authorizing the Acting City Manager to execute the purchase order agreement with Golden Gate Trans Inc.

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

1. Awards a multi-year agreement to Golden Gate Trans Inc. for the purchase and deliveries of landscaping materials on an as needed basis beginning FY 2023/24 through FY 2025/26 in the amount of \$986,568, and a two-year extension period from FY 2026/27 through FY 2027/28 in the amount of \$691,294.50 for a total five-year amount not to exceed \$1,677,862.50; and
2. Authorizes the Acting City Manager to execute the purchase order agreement with Golden Gate Trans Inc. of Richmond, CA, in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\*\***

March 26, 2024

Page 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



## EXHIBIT "1"

### CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 26th day of March, 2024 ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and Golden Gate Trans Inc., with its principal place of business at 400 W. Gertrude Ave., Richmond, CA 94801 ("**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 RIP RAP DELIVERIES services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

##### 2.2 Project.

City desires to engage Contractor to render such services for the RIP RAP DELIVERIES 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 RIP RAP DELIVERIES 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 Term.

The term of this Agreement shall be from **March 26, 2024 to June 30, 2026**, with two (2), one (1) year extension options to be exercised at the sole discretion of the City of Antioch, to extend the contract for additional one (1)-year periods, unless earlier terminated as provided herein. The

## EXHIBIT "1"

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, 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 Parmod Kumar, Operations Manager, 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.

## EXHIBIT "1"

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

## EXHIBIT "1"

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.

## EXHIBIT "1"

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



## EXHIBIT "1"

impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

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

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

3.2.13 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

## EXHIBIT "1"

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 three (3) year total compensation shall not exceed **Nine Hundred Eighty-Six Thousand Five Hundred Sixty-Eight Dollars (\$986,568.00)** with the option to extend an additional two (2) years in an amount of **Six Hundred Ninety-One Thousand Two Hundred Ninety-Four Dollars and Fifty Cents (\$691,294.50)** for a five (5) year total compensation not to exceed **One Million Six Hundred Seventy-Seven Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents (\$1,677,862.50)** 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.

## EXHIBIT "1"

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.



## EXHIBIT "1"

### 3.4 Termination of Agreement.

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

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

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

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

### 3.5 General Provisions.

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

**Contractor:**

Golden Gate Trans Inc.  
400 W. Gertrude Ave.  
Richmond, CA 94801

**City:**

Carlos Zepeda  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**City:**

## EXHIBIT "1"

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

## EXHIBIT "1"

with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to

## EXHIBIT "1"

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,

## **EXHIBIT "1"**

DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**EXHIBIT "1"**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND GOLDEN GATE TRANS INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 26th day of March, 2024.

**CITY OF ANTIOCH**

*Approved By:*

\_\_\_\_\_  
Kwame P. Reed  
Acting City Manager

ATTEST:

\_\_\_\_\_  
Elizabeth Householder  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

**GOLDEN GATE TRANS INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## EXHIBIT "A"

### SCOPE OF SERVICES

It is the intent of these specifications, terms, and conditions of this RFB to describe the requirements to supply and deliver F.O.B. rip rap material to 425 Fulton Shipyard, Antioch, CA 94509 or within a twelve (12) mile radius of this address as needed and requested. The scope of this project is to supply rip rap on an as needed basis for a period of three (3) years, beginning approximately February 27, 2024 and ending June 30, 2026, with the option of two (2), one (1) year extensions, to be exercised at the sole discretion of the City of Antioch, from July 1, 2026 to June 30, 2028.

The City of Antioch is soliciting bids from qualified vendors who can furnish and deliver Rip Rap material on an as needed basis. **Any award, which may be made pursuant to this RFB, will be made based on the lowest grand total price for all five (5) years.**

#### i. SPECIFIC REQUIREMENTS

All Rip Rap products shall be in new and unused condition and shall be of the most current and up to date model.

1. Measurement – Contractor shall furnish certified weight slips. Imported quarry rock shall be measured for payment by the ton in accordance with the provisions of CA Department of Transportation Standard Specifications (CSS) Section 9-1.02, Measurement of Quantities. The operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver said slip to the City's representative or designee at the point of delivery of the material.

2. Quality - Rock shall be durable and of suitable quality to ensure its permanence. It shall be free from cracks, seams, and other defects that would tend to unduly increase its deterioration from handling or natural causes. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted. The rock material shall conform to the quality requirements of CSS Section 72-2.02, Materials.

3. Class of rock – Rock rip rap shall be #2 backing, #1 backing or facing, light class, 1/4T (1/4-Ton), and 1/2T (1/2-Ton) class of rock conforming to CSS Section 72.

#### ii. INSPECTION

The City will inspect the material after its arrival at the delivery point. If the rejection rate of a sample of components is 10% or higher, all components will be rejected. Contractor is solely responsible for ensuring the material arrives at the City's ship-to location free of defects and manufactured in strict conformance with the specifications.

In the case that an item or lot is rejected, City Inspectors will provide Contractor and the City's Finance Department with a written notice which will itemize the product deficiencies and required corrective action. The City reserves the right-of-access to the Contractor's facility to verify conformance to this specification at the City's expense.

#### iii. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a contractor's product do not meet the specification or delivery requirements, the City may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the City's specification requirements, or the City may demand immediate replacement by Contractor of the non-conforming product.



Any costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

**iv. PRICING:**

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the City.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

- v. PRICE ADJUSTMENTS:** Prices shall be firm for the initial one-year term of the contract. The City may consider price increases submitted by Contractor 60 days prior to the end of the first year of the contract (June 30, 2024) and 60 days prior to the end of each subsequent year of the contract or each subsequent option year granted.

If granted, price adjustments will be implemented effective on the date of the subsequent year of the contract, e.g., July 1, 2024. The contractor bears the responsibility of providing conclusive proof that such changes in cost have taken place, and no such change shall take effect without prior written approval from the City.

- vi. DEFECTS, WORKMANSHIP, WARRANTY:** All material furnished shall be fully guaranteed against any defective material and workmanship. Proposed Rip Rap rock must meet or exceed Cal Trans Specifications. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the City.

- vi. DELIVERIES:** All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. No deliveries before or after the hours specified. Deliveries are to be made 24 to 48 hours after the supplier has received the order. All deliveries will be made to 425 Fulton Shipyard, Antioch, CA 94509 or within a twelve (12) mile radius of this address. Telephone confirmation of delivery from the supplier on the day of delivery shall be required.

- vii. EMERGENCY ORDERS:** The City of Antioch may request an emergency order. Please specify your requirements and procedures for ordering emergency Rip Rap, charges for opening after hours, weekends and holidays. Please list these requirements on a separate sheet. Upon award the successful bidder will be asked to provide an after-hours phone number and contact information.

- viii. REGULAR ORDERS:** All orders will be placed by telephone or email by City of Antioch Staff.

- ix. PRODUCT INFORMATION:** Bidder must attach to this RFB product information/specifications and quarry/s



from which Rip Rap is to be procured for this contract.

- x. **PAYMENTS AND INVOICING:** Will be net 30, or within 15 days if terms include discount. With each request for payment, invoices must reference purchase order number, date of order and delivery and description of materials and services including weight. Invoices are to be sent via email to [rharris@antiochca.gov](mailto:rharris@antiochca.gov) and [bpitts@antiochca.gov](mailto:bpitts@antiochca.gov)
- xi. **TERM / TERMINATION / RENEWAL:**
  - 1. The term of the contract, which may be awarded pursuant to this RFB, will be three (3) years, beginning approximately February 27, 2024, and ending June 30, 2026, with two (2), one (1) year extension options to be exercised at the sole discretion of the City of Antioch, to extend the contract for additional one (1)-year periods.
  - 2. This Agreement may be terminated as outlined in the Maintenance Services Agreement (MSA) attached to this RFB.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**NOT APPLICABLE**

# EXHIBIT "C"

## COMPENSATION

OFFICIAL BID SUBMITTAL

PAGE NO. 1 OF 4

INITIAL HERE pk

### BID SUBMITTAL WORK SHEET – RIP RAP DELIVERIES BID NO. 750-0222-24A

There shall be no guarantee as to actual quantities purchased during the contract period stated. Purchases shall be strictly on an as needed basis. Quantities listed below are estimates for bidding purposes only. No minimum or maximum is guaranteed.

### Rip Rap

(Unit Ton Price to include cost of Rip Rap and Trucking F.O.B. Destination)

#### THREE YEAR PRICING (FEB 2024-JUNE 2026):

Item No.	Quantity	Unit	Description	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
				FY24		FY25		FY26	
1	250	Ton	#2 Backing – Avg. Size 6" x 12"	\$ 63.77	\$ 15,942.50	\$ 65.12	\$ 16,280.00	\$ 66.47	\$ 16,617.50
2	500	Ton	#1 Backing or Facing Rock – Avg. Size 10" x 18"	\$ 63.77	\$ 31,885.00	\$ 65.12	\$ 32,560.00	\$ 66.47	\$ 33,235.00
3	2000	Ton	Light Class Rip Rap – Avg. Size 12" x 24"	\$ 63.77	\$ 127,540.00	\$ 65.12	\$ 130,240.00	\$ 66.47	\$ 132,940.00
4	1800	Ton	1/4 Ton Rip Rap – Avg. Size 18" x 36"	\$ 63.77	\$ 114,786.00	\$ 65.12	\$ 117,216.00	\$ 66.47	\$ 119,648.00
5	500	Ton	1/4 Ton Rip Rap	\$ 63.77	\$ 31,885.00	\$ 65.12	\$ 32,560.00	\$ 66.47	\$ 33,235.00
TOTAL				\$322,038.50		\$328,856.00		\$335,673.50	

TOTAL THREE (3) YEAR COST \$ 986,568.00

OFFICIAL BID SUBMITTAL

PAGE NO. 2 OF 4

INITIAL HERE pk

#### OPTIONAL: TWO YEAR EXTENTION PRICING (JULY 2026-JUNE 2028):

Item No.	Quantity	Unit	Description	Unit Cost	Extension	Unit Cost	Extension
				FY27		FY28	
1	250	Ton	#2 Backing – Avg. Size 6" x 12"	\$ 67.77	\$ 16,942.50	\$ 69.12	\$ 17,280.00
2	500	Ton	#1 Backing or Facing Rock – Avg. Size 10" x 18"	\$ 67.77	\$ 33,885.00	\$ 69.12	\$ 34,560.00
3	2000	Ton	Light Class Rip Rap – Avg. Size 12" x 24"	\$ 67.77	\$ 135,540.00	\$ 69.12	\$ 138,240.00
4	1800	Ton	1/4 Ton Rip Rap – Avg. Size 18" x 36"	\$ 67.77	\$ 121,986.00	\$ 69.12	\$ 124,416.00
5	500	Ton	1/4 Ton Rip Rap	\$ 67.77	\$ 33,885.00	\$ 69.12	\$ 34,560.00
TOTAL				\$342,238.50		\$349,056.00	

TOTAL OPTIONAL TWO (2) YEAR COST \$ 691,294.50

FIVE YEAR BID GRAND TOTAL \$ 1,677,862.50

Written Five Year Bid Grand Total Amount: one million six hundred seventy seven thousand eight hundred sixty two and 50 cent

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

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

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

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

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

#### **Commercial General Liability (CGL):**

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

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

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

**Automobile Liability:**

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

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

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

**Professional Liability (Errors and Omissions):**

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

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

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

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

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

**Builder's Risk (Course of Construction):**

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

**Contractor's Pollution Legal Liability:**

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

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

**Cyber Liability Insurance**

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

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

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

**Surety Bonds:**

Contractor shall provide the following Surety Bonds:

- \_\_\_\_ Bid Bond
- \_\_\_\_ Performance Bond
- \_\_\_\_ Payment Bond

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

**Other Insurance Provisions:**

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

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

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on

the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

\_\_\_\_ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

\_\_\_\_ **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 Contractor's 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.

Bid Tabulation  
Rip Rap Deliveries  
Bid No. 750-0222-24A

	Green-Dream- International-LLC	Golden Gate Trans Inc	S&S Trucking	Asta Construction Co., Inc	F.T.G. Construction Materials Inc	Sierra Mountain Construction, Inc
YEAR 1 TOTAL	\$273,001.50	\$322,038.50	\$342,742.50	\$351,572.50	\$341,875.00	\$430,250.00
YEAR 2 TOTAL	\$286,647.50	\$328,856.00	\$353,580.00	\$357,150.00	\$368,012.50	\$465,150.00
YEAR 3 TOTAL	\$300,965.50	\$335,673.50	\$362,417.50	\$382,995.00	\$396,112.50	\$502,800.00
YEAR 4 TOTAL	\$316,006.00	\$342,238.50	\$372,571.50	\$397,892.50	\$426,612.50	\$541,500.00
YEAR 5 TOTAL	\$331,819.50	\$349,056.00	\$383,880.00	\$414,457.50	\$459,575.00	\$586,000.00
FIVE (5) YEAR TOTAL	\$1,508,440.00	\$1,677,862.50	\$1,815,191.50	\$1,914,067.50	\$1,992,187.50	\$2,525,700.00


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Shaun Connelly, Water Distribution Superintendent

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

**SUBJECT:** Increase to the Purchase Order with Core & Main for the Procurement of Water Distribution Maintenance Parts and Supplies

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving an increase to the fiscal year 2023/24 purchase order with Core and Main for procurement of water distribution maintenance parts and supplies in the amount of \$100,000 for a total purchase order amount not to exceed \$600,000; and
2. Authorizing the Acting City Manager to execute the purchase order increase.

**FISCAL IMPACT**

Funding for this increase for the purchase of additional water distribution parts and supplies is included in the adopted fiscal year 2023/24 Water Enterprise Operating Budget.

**DISCUSSION**

The City has an annual purchase order for the purchase of water distribution maintenance and repairs parts with Core and Main for \$500,000. Staff has had to purchase extra replacement materials and supplies due to a significant increase in vandalism to City owned water facilities throughout the City. Preventive measures have been implemented which require the procurement of additional equipment and supplies to ensure the safety and reliability of the City's potable water distribution system. Custom sized backflow cages have been purchased and additional cages are needed. A backflow cage or enclosure protects backflow prevention assemblies from physical damage, vandalism, theft, and exposure to the elements. It also increases the likelihood that the equipment functions properly by maintaining water supply safety. Staff recommends increasing the existing purchase order with Core and Main by \$100,000 to continue procurement of water distribution material parts and supplies and reduce future vandalism to the City's critical water supply.

**ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AN INCREASE TO THE PURCHASE ORDER WITH CORE AND MAIN  
IN THE AMOUNT OF \$100,000 FOR FISCAL YEAR 2023/24 FOR A TOTAL AMOUNT  
NOT TO EXCEED \$600,000 AND AUTHORIZING THE ACTING CITY MANAGER TO  
EXECUTE THE PURCHASE ORDER INCREASE**

**WHEREAS**, the City has an annual purchase order for the purchase of water distribution maintenance and repairs parts with Core and Main for \$500,0000;

**WHEREAS**, there has been a significant increase of vandalism to City owned water facilities throughout the City;

**WHEREAS**, staff has had to purchase extra replacement materials and supplies;

**WHEREAS**, preventative measures have been implemented, which require the procurement of additional equipment and supplies, such as backflow cages that protect backflow prevention assemblies from physical damage, vandalism, theft, and exposure to the elements;

**WHEREAS**, funding for this increase is included in the adopted fiscal year 2023/24 Water Enterprise Fund operating budget; and

**WHEREAS**, the City Council has considered approving an increase to the fiscal year 2023/24 purchase order with Core and Main in the amount of \$100,000 for a total purchase order amount not to exceed \$600,000 and authorizing the Acting City Manager to execute the purchase order increase.

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

1. Approves an increase to the fiscal year 2023/24 purchase order with Core and Main in the amount of \$100,000 for a total purchase order amount not to exceed \$600,000; and
2. Authorizing the Acting City Manager to execute the purchase order increase.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\***

March 26, 2024

Page 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Brandon Peters, GIS Coordinator

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

**SUBJECT:** First Amendment to the Consulting Services Agreement with Centricity GIS, LLC for Implementation of CityWorks Asset Management Software

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the consulting services agreement with Centricity GIS, LLC for implementation of asset management software in the amount of \$70,000, for a total contract amount of \$141,000, and extending the term of the agreement to July 4, 2025; and
2. Authorizing the Acting City Manager to execute the first amendment to the consulting services agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

The fiscal year 2023/24 Operating Budget includes adequate funding for the implementation of asset management software through the GIS Division in the Information Services Internal Service Fund.

**DISCUSSION**

On October 29, 2020, Staff published an invitation for bids for Mapcentric Enterprise Asset Management. These assets include sewer manholes and gravity mains, water distribution lines, fire hydrants, and storm drainage basins. On November 20, 2020, the City received ten proposals which included submissions by Centricity GIS and Timmons Group, with both firms receiving placement on the short list of highest qualified consultants.

Proposals were scored and ranked by Staff to determine which consultants provided the best value to the City. On May 1, 2021, the City Council awarded the agreement to Timmons Group, LLC with a two-year term ending on May 1, 2023 to perform the work. The agreement with Timmons Group, LLC expired and implementation had not been completed.



On July 25, 2023, the City Council awarded an agreement to Centricity GIS in the amount of \$71,000 to complete implementation of CityWorks CMMS software. Centricity GIS is currently supporting the implementation with dashboard configuration, system data migrations, and training City staff on the new system.

Staff is recommending the City Council amend the consulting service agreement with Centricity GIS, LLC to include additional software integrations, state mandated report creation and staff training. This amendment will increase the existing contract by \$70,000 for a total contract amount of \$141,000, and extend the term of the agreement to July 4, 2025.

**ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH CENTRICITY GIS, LLC FOR IMPLEMENTATION OF  
CITYWORKS ASSET MANAGEMENT SOFTWARE AND AUTHORIZING THE  
ACTING CITY MANAGER TO EXECUTE THE FIRST AMENDMENT**

**WHEREAS**, on October 29, 2020, staff solicited qualifications from several software companies, published to plan rooms and posted on the City website, for implementation of a Mapcentric Enterprise Asset Management System;

**WHEREAS**, on November 20, 2020, ten proposals were received, including submissions by Centricity GIS, LLC and Timmons Group, with both firms receiving placement on the short list of highest qualified consultants;

**WHEREAS**, on May 1, 2021, the City Council awarded the agreement to Timmons Group, LLC. with a two-year term ending on May 2023;

**WHEREAS**, on May 1, 2023, the contract with Timmons Group, LLC expired and implementation of the software was not complete;

**WHEREAS**, on May 1, 2023, Centricity GIS, LLC agreed to extend their original proposal offer of \$71,000, from November of 2020 to the City;

**WHEREAS**, on July 25, 2023, the City Council authorized the Acting City Manager to execute the agreement for the implementation of asset management software with Centricity GIS, LLC for a total amount of \$71,000; and

**WHEREAS**, the City Council has considered authorizing the Acting City Manager to execute the first amendment to the consulting services agreement with Centricity GIS, LLC in the amount of \$70,000 for a total contract amount of \$141,000 and extend the term of the agreement to July 4, 2025.

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

1. Approves the first amendment to the consulting services agreement with Centricity GIS, LLC for implementation of asset management software in the amount of \$70,000 for a total contract amount of \$141,000 and extends the term of the agreement to July 4, 2025; and
2. Authorizes the Acting City Manager to execute the first amendment to the consulting services agreement in a form approved by the City Attorney.

**RESOLUTION NO. 2023/\*\***

March 26, 2024

Page 2

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

## **EXHIBIT "1"**

### **AMENDMENT NO. 1 TO AGREEMENT WITH CENTRICITY GIS, LLC FOR THE IMPLEMENTATION OF ASSET MANAGEMENT SOFTWARE**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 26<sup>th</sup> day of March 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and Centricity GIS, LLC, their address is 10659 N. Sahalee St., Cedar Hills, UT 84062 ("Consultant").

#### **R E C I T A L S**

**WHEREAS**, on July 4, 2023, Centricity GIS, LLC entered into an Agreement for Professional Consultant Services for the Implementation Of Asset Management Software ("Agreement") in the amount of \$71,000; and

**WHEREAS**, on March 26, 2024, the City Council has considered approving the first amendment to the Agreement with Centricity GIS, LLC for Professional Consultant Services in the amount of \$70,000 for a total contract amount of \$141,000, and has considered authorizing the Acting City Manager to execute the first amendment.

**NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

**1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:**

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement at the time and place and in the manner specified therein. 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 **July 4, 2025**, 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."

**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 **\$141,000**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

CENTRICITY GIS, LLC

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Brandon Wright, Founder/President

ATTEST:

\_\_\_\_\_  
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND CENTRICITY GIS, LLC**

THIS AGREEMENT ("**Agreement**") is made and entered into this **30<sup>th</sup> Day of August, 2023** ("**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 **Centricity GIS, LLC** with its principle place of business at **10659 N Sahalee St, Cedar Hills, UT 84062** ("**Consultant**") as of **August 30<sup>th</sup>, 2023**. 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 **April 8<sup>th</sup>, 2024**, 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 \$71,000.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments 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 B.

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \$0. 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:

N/A

**2.6 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

**SECTION 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**SECTION 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

**4.1 Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury

and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

**4.2 Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**4.3 Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

**4.4 Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

**4.5 Other Insurance Provisions.** Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

**4.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.2 Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

**4.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**4.5.4 Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

**4.5.5 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage

with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**4.5.6 Claims made policies.** If any of the required policies provide claims-made coverage:

**4.5.6.1** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

**4.5.6.2** Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**4.5.6.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

**4.7 Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

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

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

**4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,

- Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

**5.1** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

**5.1.1** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

**5.2** By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

## **SECTION 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **SECTION 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

**7.6 California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.



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

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement only for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the

prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

**9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

**9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.



**9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

#### **SECTION 10. MISCELLANEOUS PROVISIONS.**

**10.1 Venue.** In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by **Brandon Peters, GIS Coordinator** ("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:

**Centricity GIS**  
**ATTN: Brandon Wright, Founder & President**  
**10659 N Sahalee St**  
**Cedar Hills, UT 84062**

Any written notice to City shall be sent to:

Public Works Department, Brandon Peters  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

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

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

**CITY:**

CITY OF ANTIOCH

  
Kwame P. Reed, Acting City Manager

Attest:

  
Elizabeth Householder, City Clerk

Approved as to Form:

  
Thomas Lloyd Smith, City Attorney

**CONSULTANT:**

Centricity GIS, LLC

By: 

Name: Brandon Wright

Title: President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

## Scope of Work

### A. INTRODUCTION

This scope of work identifies the tasks required for the successful improvement of the City's current Cityworks implementation. Centricity GIS understands that the following requirements have been identified by the City, and will be included in implementation:

- Workflow Review/Kickoff Meetings (Onsite)
- Initial Cityworks AMS Database Configuration
  - Service Requests, Work Orders, Inspections Setup
    - Administration
    - Water Distribution
    - Collections
    - Operations
    - Water Treatment
    - Capital Improvements
  - Employees, Materials & Equipment
  - Reports (up to 10 custom reports)
- Review of Configured Database (Onsite)
- Admin User Training (Onsite)
- End User Training (Onsite)
- Rollout Support
- Ad-Hoc Support
- Data Migration (Lucity)

The following tasks are included in this scope of work:

**TASK 1: WORKFLOW REVIEW/KICKOFF MEETING (ONSITE - 2 DAYS)**

Meet with City staff to review workflows that will be created and configured in the Cityworks AMS Application

**Tasks:**

1. Meet with District staff to review and understand the City workflows for Cityworks AMS.
2. Get documentation from City that will provide the basis for the AMS configuration.
  - a. Print Documents, Reports, Diagrams, Etc.

---

*Deliverable Milestones*

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- 
- a. Meeting Notes
-

## **TASK 2: INITIAL CITYWORKS DATABASE CONFIGURATION**

Configuration of Cityworks system and database.

### **Tasks:**

1. Cityworks Database Configuration for:
  - Administration
  - Water Distribution
  - Collections
  - Operations
  - Water Treatment
  - Capital Improvements
2. Workflows
  - Service Requests
  - Work Orders
  - Inspections
  - Contractors
  - Employees, Material, Equipment
  - Etc.
3. Reports – Up to 10 Custom Crystal Reports (Invoice Reports, etc)
4. GIS Integration
5. Field Module Setup

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### *Deliverable Milestones:*

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- a. Configured Database



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**TASK 3: REVIEW OF CONFIGURED DATABASE (ONSITE – 2 DAYS)**

Meet with City staff to review workflows and Cityworks setup that has been configured.

**Tasks:**

1. Database Review
2. Workflow changes and configuration changes as needed

---

*Deliverable Milestones:*

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- a. Meeting Notes
- b. Configuration changes

**TASK 4: ADMIN TRAINING (ONSITE – 1 DAY)**

Centricity GIS will provide onsite training for the primary, or “Administrator” users of Cityworks. The City will provide the training facility and computers necessary for staff use.

Following the training of Administrator users, Centricity GIS will conduct a “Train-the-Trainer” style session with key department staff. The purpose of this training is to provide knowledge and steps necessary to train all other field personnel who will use the system.

Training will occur over 1 day

---

*Deliverable Milestones:*

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- a. Admin and User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live



**TASK 5: END USER TRAINING (ONSITE – 5 DAYS)**

Centricity GIS will provide onsite training for the primary, or “End Users” of Cityworks. The City will provide the training facility and computers necessary for staff use.

The purpose of this training is to provide knowledge and steps necessary to train all other field personnel who will use the system.

Training will occur over 5 days

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*Deliverable Milestones:*

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- a. User Training completed
- b. Copy of training material used in training session delivered in digital format (PDF)
- c. Go-live

**TASK 6: ROLLOUT SUPPORT (ONSITE - 2 DAYS)**

After the configuration, installation and training phases have concluded, we will provide Onsite rollout support.

- 1. Determine with department manager/champion what data/inboxes need to be displayed.
- 2. Build Dashboards – Build end user and management inboxes/dashboards
- 3. Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.
- 4. Configuration of Mobile Apps.

---

*Deliverable Milestones:*

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- a. Onsite Roll Out Support

#### **TASK 7: DATA MIGRATION**

During the configuration, installation and training phases have concluded, we migrate data from:

- Lucy Data migrated to Cityworks AMS.
1. Determine with department manager/champion what data needs migrated to Cityworks AMS
  2. Migrate Data from Lucy to Cityworks AMS.

---

#### *Deliverable Milestones:*

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- a. Migration of Historical Data

#### **TASK 8: AD-HOC SUPPORT**

After the configuration, installation and training phases have concluded, we will provide troubleshooting and support services.

1. Determine with department manager/champion what data/inboxes need to be displayed.
2. Build Additional Inboxes/Dashboards – Build end user and management inboxes
3. Cityworks Reconfiguration that needs completed based on Work Flow Meetings and Admin training.
4. Additional configuration of Mobile Apps (if applicable licenses from Cityworks apply)

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#### *Deliverable Milestones:*

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- a. Support as needed at negotiated rate
- b. Billed Time and Material as used.

## **Centricity GIS – Fee Schedule for Antioch**

### **Task 1: Workflow Review Meetings (2 Days Onsite) - \$4,000**

- GIS Project Manager:
  - Cost: \$4,000
  - Hours: 20 hours (\$4,000 / \$200/hr)

### **Task 2: Initial Cityworks Database Configuration - \$22,000**

- GIS Implementation Specialist:
  - Cost: \$11,000 (50% of \$22,000)
  - Hours: 62.86 hours (\$11,000 / \$175/hr)
- GIS Project Manager:
  - Cost: \$11,000 (50% of \$22,000)
  - Hours: 55 hours (\$11,000 / \$200/hr)

### **Task 3: Database Review (2 Days Onsite) - \$4,000**

- GIS Implementation Specialist:
  - Cost: \$2,000 (50% of \$4,000)
  - Hours: 11.43 hours (\$2,000 / \$175/hr)
- GIS Project Manager:
  - Cost: \$2,000 (50% of \$4,000)
  - Hours: 10 hours (\$2,000 / \$200/hr)

### **Task 4: Admin User Training (1 Day Onsite) - \$2,000**

- GIS Project Manager:
  - Cost: \$2,000
  - Hours: 10 hours (\$2,000 / \$200/hr)

### **Task 5: End User Training (5 Days Onsite) - \$10,000**

- GIS Project Manager:
  - Cost: \$10,000
  - Hours: 50 hours (\$10,000 / \$200/hr)

### **Task 6: Rollout Support (2 Days Onsite) - \$4,000**

- GIS Project Manager:
  - Cost: \$4,000
  - Hours: 20 hours (\$4,000 / \$200/hr)

### **Task 7: Lucity Data Migration - \$10,000**

- GIS Implementation Specialist:
  - Cost: \$5,000 (50% of \$10,000)
  - Hours: 28.57 hours (\$5,000 / \$175/hr)
- GIS Project Manager:
  - Cost: \$5,000 (50% of \$10,000)
  - Hours: 25 hours (\$5,000 / \$200/hr)

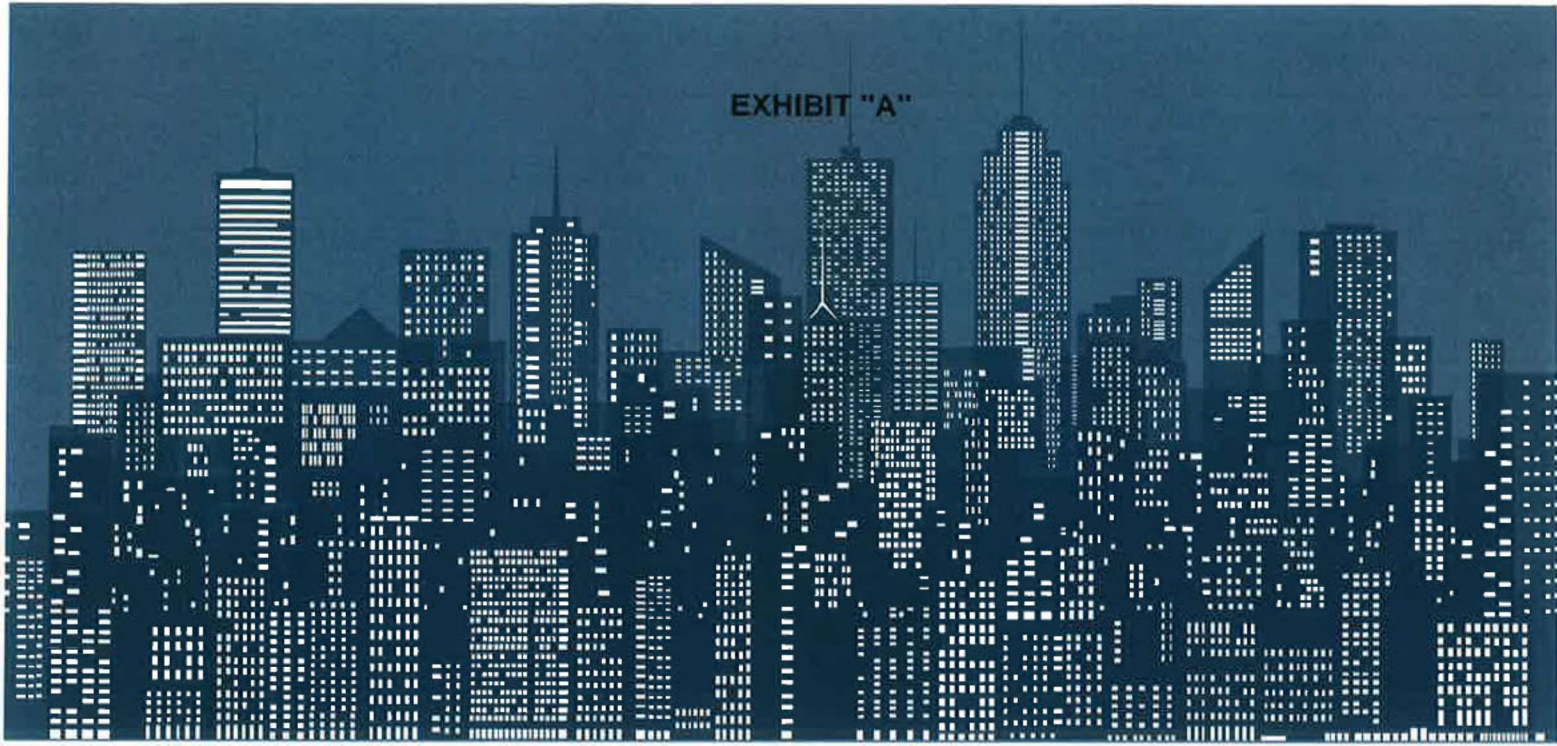
**Task 8: Ad-hoc Support - \$15,000**

- This is billed at a fixed rate of \$150/hr for up to 100 hours. It's not divided between the two roles.

**Grand Summary:**

- Tasks 1, 4, 5, and 6 are worked on solely by the GIS Project Manager for a total of 100 hours.
- Tasks 2, 3, and 7 are split 50-50 between the GIS Implementation Specialist and the GIS Project Manager.
- Task 8 remains a fixed rate and isn't divided between the two roles.

EXHIBIT "A"



## **PROPOSAL**

Cityworks AMS Implementation Services

Prepared for:

City of Antioch  
Attention: Brandon Peters  
1201 W 4<sup>th</sup> Street  
Antioch, CA 94509

February 29, 2024

### **CONTACT:**

Brandon Wright  
801-376-8160  
[bwright@centricitygis.com](mailto:bwright@centricitygis.com)





## Table of Contents

Table of Contents .....	2
Cover Pages/Executive Summary .....	3
IT Pipes and See Click Fix Integration Support.....	5
USA North Ticket Integration .....	5
End User Training .....	6
Centricity Calendar App.....	7
Report Creation .....	8

## Cover Pages/Executive Summary

February 29, 2024

Subject: Cityworks AMS Support

Brandon:

This executive summary details the planned integration of Cityworks Asset Management System (AMS) for Antioch, CA, focusing on the following areas:

**IT Pipes Integration and See Click Fix Support:** Antioch will contract separately with IT Pipes and See Click Fix. Centricity will provide support on the Cityworks/City of Antioch side for those integrations as needed.

Our role at Centricity will be to act as the technical liaison, providing expert support and facilitating seamless communication between the City of Antioch and the chosen software vendors. Our support will include, but not be limited to, proactive problem-solving, technical alignment of the Cityworks AMS with the new integrations, and ensuring that the integrations meet the functional and operational needs of the city.

Centricity's support services will be available on an as-needed basis, ensuring that the City of Antioch has access to our expertise when necessary to support the successful implementation of these integrations.

**USA North Tickets Integration:** As a part of this integration, we plan to incorporate USA North's DigAlert service with Cityworks AMS. This integration will streamline the ticketing process for excavation and ground-disturbing activities, ensuring better compliance with the state's 811 laws. The improved workflow will facilitate quick response to dig requests, protecting underground utilities and enhancing public safety. \$10,000/Yr for the already built and functioning Centricity Locates for Cityworks and USA North. And a one-time fee of \$5,000 for Implementation.

**End User Training:** The user-friendly design of Cityworks AMS should be complemented by a comprehensive training program for end-users. The aim here is to boost staff confidence and proficiency in using the system, focusing on day-to-day usage, data entry, understanding reports, and basic troubleshooting. We believe in a hands-on approach, so our training will comprise interactive sessions and real-time problem-solving.

**Centricity Calendar App:** In our commitment to enhance operational efficiency for the City of Antioch, Centricity will integrate our proprietary Calendar App with the Cityworks AMS. This innovative tool is designed to enable the city staff to generate custom queries within the Calendar App, which in turn produces an .ICS file. This file can be subscribed to within Microsoft Outlook, allowing city personnel to view and manage Cityworks Work Orders, Service Requests, and Inspections directly from their Outlook calendar.

The integration promises to deliver a streamlined and centralized view of city operations, directly in the familiar interface of Outlook. It facilitates improved scheduling, better resource management, and timely attention to city maintenance needs.





For this integration, Centricity will provide:

- The Centricity Calendar App, enabling the creation and subscription to .ICS files for seamless Outlook calendar integration.
- An annual service offering for the operational and fully-functional Centricity Calendar App for Cityworks.

The cost structure will be \$7,500/year for the Centricity Calendar App subscription process.

**Report Creation:** Centricity is dedicated to enhancing the City of Antioch's analytical capabilities through the development of up to 11 custom reports tailored to the city's specifications and needs. Our team will collaborate closely with city officials to identify key data points and metrics that drive informed decision-making and support efficient city management.

This service includes:

- The design and creation of up to 11 bespoke reports, on an as-requested basis, ensuring that the City of Antioch has the information it needs when it needs it.
- Flexible support that adapts to the evolving requirements of the city, with reports crafted to accommodate various departments and functions within the City of Antioch's operations.
- Expertise in data interpretation and presentation, ensuring that each report is not only accurate but also user-friendly and actionable.

Centricity's commitment to providing these customized reports underscores our dedication to the City of Antioch's continued success and operational excellence.

By undertaking these initiatives, Antioch is poised to take a significant leap forward in its asset management capabilities. This comprehensive Cityworks AMS integration will enhance the city's operational efficiency, boost service levels, and deliver better value to its residents.

Sincerely,

Brandon Wright  
Founder | President  
801-376-8160

#### IT PIPES AND SEE CLICK FIX INTEGRATION SUPPORT

IT Pipes Integration and See Click Fix Support: Antioch will contract separately with IT Pipes and See Click Fix. Centricity will provide support on the Cityworks/City of Antioch side for those integrations as needed.

Our role at Centricity will be to act as the technical liaison, providing expert support and facilitating seamless communication between the City of Antioch and the chosen software vendors. Our support will include, but not be limited to, proactive problem-solving, technical alignment of the Cityworks AMS with the new integrations, and ensuring that the integrations meet the functional and operational needs of the city.

Centricity's support services will be available on an as-needed basis, ensuring that the City of Antioch has access to our expertise when necessary to support the successful implementation of these integrations.

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#### *Deliverable Milestones:*

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- a. IT Pipes Integration Support
- b. See Click Fix Integration Support

#### USA NORTH TICKET INTEGRATION

This scope of work identifies the tasks required for the successful improvement of the City's current Cityworks implementation. Centricity GIS understands that the following requirements have been identified by the City, and will be included in implementation:

- Centricity Locates Integration
- Implementation/Setup
- Work Order Creation from USA North 811
- Locate Polygon Creation in ArcGIS from USA North 811
- Positive Response powered by Centricity Locates
- SAAS
- End User Training (Remote)
- Support

---

#### *Deliverable Milestones:*

---

- a. USA North Ticket Integration to Cityworks
- b. **\$10,000/Yr Subscription Annually**

#### END USER TRAINING

Approach: Our approach focuses on empowering end users with the knowledge and skills required for the daily use of Cityworks AMS, promoting overall efficiency and productivity.

#### **Methodology:**

- Needs Analysis: Understand the different roles of end-users and their interaction with the system.
- Role-Based Training Modules: Create training modules designed around the tasks each user role performs within Cityworks AMS.
- Interactive Learning Sessions: Conduct training sessions, encouraging interaction and active participation. These sessions may include tutorials, demonstrations, and practical exercises.

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#### *Deliverable Milestones:*

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- a. 3 Weeks (5 days each)
- b. End User Training
- c. \$10,000/week



#### CENTRICITY CALENDAR APP

In our commitment to enhance operational efficiency for the City of Antioch, Centricity will integrate our proprietary Calendar App with the Cityworks AMS. This innovative tool is designed to enable the city staff to generate custom queries within the Calendar App, which in turn produces an .ICS file. This file can be subscribed to within Microsoft Outlook, allowing city personnel to view and manage Cityworks Work Orders, Service Requests, and Inspections directly from their Outlook calendar.

The integration promises to deliver a streamlined and centralized view of city operations, directly in the familiar interface of Outlook. It facilitates improved scheduling, better resource management, and timely attention to city maintenance needs.

For this integration, Centricity will provide:

The Centricity Calendar App, enabling the creation and subscription to .ICS files for seamless Outlook calendar integration.

An annual service offering for the operational and fully-functional Centricity Calendar App for Cityworks.

The cost structure will be \$7,500/year for the Centricity Calendar App subscription. process.

By undertaking these initiatives, Antioch is poised to take a significant leap forward in its asset management capabilities. This comprehensive Cityworks AMS integration will enhance the city's operational efficiency, boost service levels, and deliver better value to its residents.

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#### *Deliverable Milestones:*

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- a. Centricity Calendar App Setup
- b. Centricity Calendar App Training
- c. \$7,500/yr Annual Fee**
- d. Up to 100 Calendars Created

#### REPORT CREATION

Centricity is dedicated to enhancing the City of Antioch's analytical capabilities through the development of up to 11 custom reports tailored to the city's specifications and needs. Our team will collaborate closely with city officials to identify key data points and metrics that drive informed decision-making and support efficient city management.

This service includes:

- The design and creation of up to 11 bespoke reports, on an as-requested basis, ensuring that the City of Antioch has the information it needs when it needs it.
- Flexible support that adapts to the evolving requirements of the city, with reports crafted to accommodate various departments and functions within the City of Antioch's operations.
- Expertise in data interpretation and presentation, ensuring that each report is not only accurate but also user-friendly and actionable.

Centricity's commitment to providing these customized reports underscores our dedication to the City of Antioch's continued success and operational excellence.

---

#### *Deliverable Milestones:*

---

##### a. Report Creation as Requested

IMPLEMENTATION FEE/COST PROPOSAL (CENTRICITY GIS)

Option	Description	Total Cost
<b>1</b>	<b>IT Pipes and See Click Fix Integration Support</b>	\$ 12,000
	<ul style="list-style-type: none"> <li>• Estimated 60 hours Support</li> <li>• Billed Time and Material as used</li> <li>• \$200/Hr</li> </ul>	
<b>2</b>	<b>USA North Tickets integration (Centricity Locates)</b>	\$ 15,000
	<ul style="list-style-type: none"> <li>• USA North Tickets integration for Cityworks AMS</li> <li>• \$5,000 Implementation Fee</li> <li>• <b>Annual Maintenance/Renewal \$10,000</b> (no limit on number of tickets processed into Cityworks)</li> </ul>	
<b>3</b>	<b>End User Training</b>	\$ 30,000
	<ul style="list-style-type: none"> <li>• 3 Weeks Onsite Training</li> <li>• \$2,000/Day Onsite (\$10,000/week)</li> </ul>	
<b>4</b>	<b>Centricity Calendar App</b>	\$ 7,500
	<ul style="list-style-type: none"> <li>• <b>\$7,500/yr Annual Fee</b></li> <li>• Up to 100 Calendars</li> </ul>	
<b>5</b>	<b>Report Creation</b>	\$ 5,500
	<ul style="list-style-type: none"> <li>• Up to 11 Reports</li> <li>• \$500/report</li> <li>• Used as needed</li> </ul>	
	<b>Total</b>	<b>\$ 70,000</b>

## **Centricity GIS – Fee Schedule for Antioch**

### **IT Pipes & See Click Fix Support - \$12,000**

- This is billed at a fixed rate of \$200/hr for up to 60 hours. It's not divided between the two roles.

### **Centricity Locates (USA North Integration) - \$15,000**

- Fixed Fee \$10,000/yr (Annually)
- Implementation Fee
  - Cost: \$5,000
  - Hours: 25 hours (\$5,000 / \$200/hr)

### **End User Training (5 Days Onsite) - \$10,000**

- Project Manager:
  - Cost: \$10,000
  - Hours: 50 hours (\$10,000 / \$200/hr)

### **Centricity Calendar App - \$7,500**

- Fixed Fee \$7,500/yr (Annually)
- Waived Implementation Fee

### **Report Creation - \$20,000**

- 40 Reports
- Estimated 3.33 Hours/Report – Cityworks Analyst - \$150/hr
- \$500/Report




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Shaun Connelly, Water Distribution Superintendent

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

**SUBJECT:** Increase to the Purchase Order with Backflow Distributors for the Procurement of Water Distribution Backflow Parts and Supplies

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving an increase to the fiscal year 2023/24 purchase order with Backflow Distributors for procurement of water distribution backflow parts and supplies in the amount of \$100,000 for a total purchase order amount not to exceed \$265,000; and
2. Authorizing the Acting City Manager to execute the purchase order increase.

**FISCAL IMPACT**

Funding for this increase for the purchase of additional water distribution parts and supplies is included in the adopted fiscal year 2023/24 Water Enterprise Fund Operating Budget.

**DISCUSSION**

The City has an annual purchase order for the purchase of water distribution backflows and repairs parts with Backflow Distributors for \$165,0000. Due to a significant increase in vandalism to City owned water backflow devices located on City, commercial and private properties, Staff has had to purchase extra backflows, materials and supplies. Preventative measures have been implemented which require the procurement of additional backflow cages and replacement backflows to ensure the safety and reliability of the City's potable water distribution system. Staff recommends increasing the existing purchase order with Backflow Distributors by \$100,0000 to continue procurement of water distribution backflow parts and supplies in order to protect the City's critical water supply.

**ATTACHMENTS**

- A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AN INCREASE TO THE PURCHASE ORDER WITH BACKFLOW  
DISTRIBUTORS IN THE AMOUNT OF \$100,000 FOR  
FISCAL YEAR 2023/24 FOR A TOTAL AMOUNT NOT TO EXCEED \$265,000 AND  
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE PURCHASE  
ORDER INCREASE**

**WHEREAS**, the City has an annual purchase order for the purchase of water backflows and repairs parts with Backflow Distributors for \$165,0000;

**WHEREAS**, there has been a significant increase of vandalism to City-owned backflow devices located on City, commercial and private properties;

**WHEREAS**, staff has had to purchase extra replacement backflow devices, materials and supplies;

**WHEREAS**, preventative measures have been implemented by the procurement of additional backflow cages and backflows;

**WHEREAS**, funding for this increase is included in the adopted fiscal year 2023/24 Water Enterprise Fund operating budget; and

**WHEREAS**, the City Council has considered approving an increase to the fiscal year 2023/24 purchase order with Backflow Distributors in the amount of \$100,000 for a total purchase order amount not to exceed \$265,000 and authorizing the Acting City Manager to execute the purchase order increase.

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

1. Approves an increase to the fiscal year 2023/24 purchase order with Backflow Distributors in the amount of \$100,000 for a total purchase order amount not to exceed \$265,000; and
2. Authorizes the Acting City Manager to execute the purchase order increase.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\*\***

March 26, 2024

Page 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Shaun Connelly, Distribution Superintendent

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

**SUBJECT:** Approval of a Purchase Order with Badger Meter, Inc. for Water Meters and Repair Parts

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving a purchase order in the amount of \$500,000 with Badger Meter, Inc. for the purchase of water meters and repair parts; and
2. Authorizing the Acting City Manager to execute the purchase order.

**FISCAL IMPACT**

Funding for these purchases in the amount of \$500,000 is included in the fiscal year 2023/24 Water Enterprise Fund Operating Budget.

**DISCUSSION**

Water meters are located at all residential, commercial and irrigation locations throughout the City. Water meters measure the quantity (volume) of water that passes through pipes or other outlets typically using standard units of measurement for volume, such as cubic feet or gallons. The meter read equals the gallons (or cubic feet) used while the flow rate equals the number of gallons (or cubic feet) per minute flowing through the water meter.

Badger Meter, Inc. is the sole source provider of Badger Water Meter utility products, that provides a meter and transponder compatible with the City's meter reading software. Badger Meter produces flow measurement, water quality and control products, serving water utilities, municipalities and commercial and industrial customers. Due to an aging infrastructure and the upgrade to cellular reading, repair and replacement parts are necessary.

In addition, Badger Meter provides the Orion AMR (Automatic Meter Reading) system, including all other necessary components that are compatible with the City's current meter reading infrastructure, which reads over 33,000 meters per month.

Staff recommends authorizing this purchase order with Badger Meter Inc. for the procurement of water meters and required components to continue with regular maintenance.

**ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A PURCHASE ORDER FOR BADGER METER, INC. FOR WATER  
METERS AND REPAIR PARTS**

**WHEREAS**, on June 14, 2022, City Council approved the 5-year CIP budget to include the meter reading infrastructure upgrade;

**WHEREAS**, the fiscal year 2023/24 Operating Budget includes \$500,000 through the Water Enterprise Fund for meter maintenance;

**WHEREAS**, Badger Meter, Inc. is the sole source of Badger Water Meter utility products that are required for regular meter maintenance; and

**WHEREAS**, the City Council has considered approving a purchase order in the amount of \$500,000 with Badger Meter, Inc. and authorizing the Acting City Manager to execute the purchase order.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch, hereby approves a purchase order in the amount of \$500,000 with Badger Meter, Inc. and authorizes the Acting City Manager to execute the purchase order for meter maintenance and supplies funded from the Water Enterprise Fund operating budget.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---


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


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Mitchell Loving, Junior Engineer 

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

**SUBJECT:** Acceptance of Work and Notice of Completion for the Maintenance Service Center Warehouse Improvements; P.W. 143-R

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager to file a Notice of Completion for the Maintenance Service Center Warehouse Improvements Project.

**FISCAL IMPACT**

The fiscal year 2023/24 Operating Budget includes \$250,000 from the Water Enterprise Fund and \$250,000 from the Sewer Enterprise Fund for a total project budget in the amount of \$500,000 that includes project design, construction engineering and management, inspection, testing and contract administration of the Maintenance Service Center Warehouse Improvements ("Project"). It is anticipated that the City will be reimbursed in the amount of \$192,000 from our insurance company, Municipal Pooling Authority, due to the fire that caused the original damage to the warehouse.

The final project cost of the contract is \$489,356.

**DISCUSSION**

On November 15, 2022, the City Council awarded a contract to Foundry Construction, Inc. for the Project in the amount of \$430,000. The Project entailed interior renovations to the City's Maintenance Service Center Warehouse including construction of partitions and a mezzanine level, millwork, lighting, plumbing and water pollution control.

On August 23, 2023, the City Council approved the first amendment to the agreement in the amount of \$53,466 for a total contract amount of \$483,466 to include additional concrete footings, doors, and hardware.

On March 12, 2024, the City Council approved the second amendment to the agreement in the amount of \$5,890 for a total contract amount of \$489,356 to include re-routing the



warehouse data rack, furnishing, and modifying aluminum door frames, and installing electrical wiring for the fire sprinkler alarm bell.

All work on this project was completed at a final contract price of \$489,356.

**ATTACHMENTS**

- A. Resolution
- B. Notice of Completion

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE ACTING CITY MANAGER TO FILE A NOTICE OF  
COMPLETION FOR THE MAINTENANCE SERVICE CENTER WAREHOUSE  
IMPROVEMENTS  
PW 143-R**

**WHEREAS**, the Project was published and advertised in the East County Times on June 27, 2022 and June 28, 2022, and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, the Project bids were publicly opened and read on July 19, 2022, and two (2) bids were received;

**WHEREAS**, the lowest responsive and responsible bidder was submitted by Foundry Construction, Inc. of Oakland, CA;

**WHEREAS**, on November 15, 2022, Foundry Construction, Inc. was awarded a construction agreement ("Agreement") by the City of Antioch to perform work associated with the Project in the amount of \$430,000;

**WHEREAS**, on August 23, 2023, the City Council authorized the Acting City Manager to execute the first amendment to the Agreement with Foundry Construction, Inc. for this Project in the amount of \$53,466 for a total contract amount of \$483,466;

**WHEREAS**, on March 12, 2024, the City Council authorized the Acting City Manager to execute the first amendment to the Agreement with Foundry Construction, Inc. for this Project in the amount of \$5,890 for a total contract amount of \$489,356;

**WHEREAS**, the City Council has considered accepting work and authorizing the Acting City Manager to file a Notice of Completion for the Project; and

**WHEREAS**, all work on the Project was completed at a final contract price of \$489,356 in accordance with plans and specifications referred to therein.

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

1. Determines that the work on the Maintenance Service Center Warehouse Improvements Project has been completed and accepts the work; and
2. Authorizes the Acting City Manager to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project.

AI

**RESOLUTION NO. 2024/\*\***

March 26, 2024

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 26<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

**ATTACHMENT "B"**

**RECORDED AT THE REQUEST  
OF:**  
CITY OF ANTIOCH, CA

**WHEN RECORDED MAIL TO:**  
CITY OF ANTIOCH  
CAPITAL IMPROVEMENTS DIVISION  
P.O. BOX 5007  
ANTIOCH, CA 94531  
(925) 779-7050

**THIS SPACE FOR RECORDER'S USE**

**NOTICE OF COMPLETION FOR THE  
MAINTENANCE SERVICE CENTER WAREHOUSE IMPROVEMENTS  
PW 143-R**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on February 16, 2024, the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Foundry Construction, Inc. was completed.
5. The surety for said project was Old Republic Surety Company.
6. This project entailed interior renovations to the City of Antioch's Maintenance Service Center Warehouse located at 1307 West 4<sup>th</sup> Street.

**THE UNDERSIGNED STATES UNDER PENALTY OF  
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Buenting, P.E.  
Acting Public Works Director/City Engineer  
City of Antioch




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Phil Hoffmeister, Administrative Analyst II

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

**SUBJECT:** Resolution Establishing the Rate per Equivalent Runoff Unit for Fiscal Year 2024/25 and Requesting the Contra Costa County Flood Control and Water Conservation District to Adopt an Annual Parcel Assessment for Drainage Maintenance and the National Pollution Discharge Elimination System Program

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Determining that the rate to be assigned to a single Equivalent Runoff Unit for fiscal year 2024/25 shall be set at twenty-five dollars (\$25.00); and
2. Requesting the Contra Costa County Flood Control and Water Conservation District adopt Stormwater Utility Assessment Drainage levies based on the rate for a single Equivalent Runoff Unit for fiscal year 2024/25, which shall be set at twenty-five dollars (\$25.00).

**FISCAL IMPACTS**

The adoption of the National Pollution Discharge Elimination System ("NPDES") rate of \$25 per equivalent runoff unit ("ERU") will generate approximately \$1,250,000 annually. The City of Antioch will receive approximately \$850,000 of that revenue to provide services and administer the NPDES program as mandated by the Clean Water Act. The remaining \$400,000 reflects the City's share of County Clean Water Program costs. Such costs are allocated to all participating agencies on a population basis.

**DISCUSSION**

At its March 9, 1993, meeting, the City Council adopted Resolution 93/49 authorizing the establishment of an annual parcel assessment for drainage maintenance and the NPDES program. That action set the fee for fiscal year 1993/94 at \$20 per ERU per year and established a maximum rate of \$25 per ERU per year. At its April 12, 1994, meeting, the Council concurred with budget revisions proposed by staff and reduced that fee for fiscal

year 1994/95 to \$17 per ERU per year. By subsequent actions, City Council set the rate for fiscal years 1995/96 through 2001/02 at \$17 per ERU per year.

At the April 9, 2002, Council meeting, in preparation for permit revisions and increased costs by the State Water Resources Control Board, staff presented alternatives to raising the ERU from \$17 to the maximum of \$25 over a 3-year period to meet projected increased costs. Staff recommended raising the ERU to \$21 in 2002/03 and proposed increasing the fee per ERU to \$23 in 2003/04 and \$25 in 2004/05. Council approved those increases respectively. The City is required by April 1<sup>st</sup> to determine the cost to be assigned to the ERU for the forthcoming fiscal year. The resolution submitted with this report meets that condition.

With the uncertainty of future regulations and the cost to implement and administer State mandates, reliable cost projections are challenging to calculate. However, based on the City's current NPDES permit requirements and financial data and estimates for revenue and expenditures to meet those provisions, a revised zero fund balance could be realized by the end of fiscal year 2026/27.

#### **ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR  
2024/25 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL  
ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION  
DISCHARGE ELIMINATION SYSTEM PROGRAM**

**WHEREAS**, under the Federal Clean Water Act, prescribed discharges of stormwater require a permit from the appropriate California Regional Water Quality Control Board under the National Pollutant Discharge Elimination System ("NPDES") program;

**WHEREAS**, the City of Antioch ("City") applied for, and received, a NPDES permit which requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering stormwaters;

**WHEREAS**, it is the intent of the City to utilize funds received from its Stormwater Utility Area ("SUA") for implementation of the NPDES program and drainage maintenance activities;

**WHEREAS**, at the request of the City, the Contra Costa County Flood Control and Water Conservation District ("District") has completed the process for formation of a SUA, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

**WHEREAS**, the SUA and Program Group Costs Payment agreement between City and District requires the City, by April 1<sup>st</sup>, determine the rate to be assessed to a single Equivalent Runoff Unit ("ERU") for the forthcoming fiscal year.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Antioch hereby determines that the rate to be assigned to a single Equivalent Runoff Unit for fiscal year 2024/25 shall be set at twenty-five dollars (\$25.00).

**BE IT FURTHER RESOLVED** that the City Council hereby requests the Contra Costa County Flood Control and Water Conservation District adopt Stormwater Utility Assessment Drainage levies based on the rate for a single Equivalent Runoff Unit for fiscal year 2024/25, which shall be set at twenty-five dollars (\$25.00).

\* \* \* \* \*



**RESOLUTION NO. 2024/\*\***

March 26, 2024

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 26<sup>th</sup> day of March, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting on March 26, 2024

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

**SUBMITTED BY:** Kevin W. Kunding, Assistant City Attorney KK  
Delia Pedroza, Housing Specialist DP

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

**SUBJECT:** Discussion Item: Just Cause Eviction Ordinance

---

### **RECOMMENDED ACTION**

It is recommended that the City Council:

1. Review, discuss, and provide feedback to staff on the staff report and attached just cause eviction ordinances from other cities; and
2. Direct staff to:
  - a. Prepare a just cause eviction ordinance for the City of Antioch;  
or
  - b. Take no further action.

### **FISCAL IMPACT**

There is no fiscal impact projected for this first staff report on a just cause ordinance in the City of Antioch as staff is seeking direction from the City Council concerning the content of the ordinance, which will inform the associated Rent Program costs. If the City Council directs staff to move forward with preparation of a just cause eviction ordinance, the fiscal impact of the ordinance will be projected on a subsequent staff report. It would include increased future workloads for the City Attorney's Office related to new inquiries and requests for services from tenants and landlords.

### **DISCUSSION**

#### **I. City of Antioch Rent Program**

The City's Rent Program currently consists of tenant protections including rent stabilization, prohibition of landlord retaliation against tenants, and prohibition of landlord harassment of tenants. The Rent Program enables tenants of covered units to file petitions (complaint forms), undergo a review process, and participate in mediation hearings to resolve landlord tenant disputes.

**a. Rent Stabilization Ordinance**

The Rent Stabilization Ordinance (“RSO”) is a City law that provides protection to renters by regulating how often rent can be increased, limiting the percentage of a rent increase, and requiring landlords to send certain information to a renter before rent may be increased.<sup>1</sup>

The Rent Stabilization Ordinance also allows renters to file a Rent Reduction Petition with the City if they believe they are being charged more than the amount allowed under the RSO. Landlords may file a Fair Return Petition if they believe they have unusual circumstances that necessitate an increase above the maximum limit.

Under the RSO, rent may be increased no more than one time in any 12-month period, and the amount of the increase may be no more than 3% or 60% of the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics, whichever is less, of the rent charged at the time of the increase. The amount of rent charged at the beginning of a new tenancy is not limited by the Rent Stabilization Ordinance due to a State law limiting the City’s authority to regulate only rent increases and not initial rent.<sup>2</sup>

**b. Ordinance Prohibiting Retaliation Against and Harassment of Residential Tenants (“Tenant Protection Ordinance”)**

The Tenant Protection Ordinance prohibits retaliation by residential landlords against tenant based on the tenant’s exercise or assertion of certain legal rights related to the rental unit, tenancy, and status as a tenant. The anti-retaliation policy covers all existing and future tenant protections enabling residential tenants assert their rights under the Rent Program’s without fear of retaliation by landlords.

The Tenant Protection Ordinance also prohibits harassment by residential landlords by identifying specific acts and omissions by landlords that constitute prohibited harassment when done in “bad faith.” This bad faith standard encompasses situations where a landlord harasses a tenant in order to cause the tenant to leave, as well as situations where a landlord wants to avoid the expense or inconvenience of providing a tenant what they are lawfully owed or acts in a discriminatory manner.

Currently, the City engages in enforcement of the Rent Program and Tenant Protections Ordinances, either through code enforcement, filing a petition for an administrative review, or civil proceedings.

---

<sup>1</sup> The RSO applies to rent increases that occur on or after August 23, 2022. The RSO does NOT apply to units that are exempt from the Ordinance.

<sup>2</sup> The RSO does not apply to rental units that are exempt under the RSO. The Rent Stabilization Ordinance can be found in Chapter 1 of Title 11 of the Antioch Municipal Code, beginning with Section 11-1.01.

## **II. Consideration of a Just Cause Eviction Ordinance**

The City Council has requested that staff research and prepare a staff report concerning just cause eviction ordinances.

State law requires “just cause” for a landlord can evict a tenant who has continuously and lawfully occupied a residence for at least 12 months.<sup>3</sup> The California Tenant Protection Act of 2019 (“TPA”) limits rent increases and places restrictions on landlords’ ability to evict tenants, unless the eviction is as a result of a “just cause” that is defined by state law. The TPA also imposes certain notice and language requirements.<sup>4</sup> “Just cause” includes “at-fault” evictions for wrongful or malicious conduct by tenants and “no-fault” evictions, such as when a property owner or their immediate family move into an otherwise occupied unit, remove a unit from the rental market, or when a landlord intends to demolish or “substantially remodel” a unit. Section 1946.2 also provides protections against evictions that do not meet the “just cause” standard as well as remedies that tenants can avail themselves of when evicted without “just cause.”

### **a. State Law Provides Protections and Relief for Tenants in the Event of “Just Cause” Evictions.**

State law provides a number of protections and avenues for relief for tenants in the event they are evicted such as:

- Voiding evictions without “just cause” or if conducted in any other manner that does not “strictly comply” with the requirements of Section 1946.2 (Cal. Civ. Code section 1946.2(d)(4)).
- Allowing tenants to remain in a property during repairs or remodels on any days where said tenant could continue living there without violating health, safety, and habitability codes and laws (Cal. Civ. Code section 1946.2(b)(2)(D)(iii)).
- The opportunity to cure lease violations, if possible, before being served with an eviction notice (Cal. Civ. Code 1946.2(c)).
- Robust notice requirements in many circumstances which, if not followed, could result in the eviction being deemed void.

Beyond this, tenants who are affected by “no-fault just cause” evictions gain the following additional relief:

- Either relocation assistance equaling one month’s worth of rent or having the final month’s rental payment waived (Cal. Civ. Code section 1946.2(d)(1)).
- Allows for the right of first refusal when a tenant is evicted for an owner move in and the owner does not occupy the residence in a timely fashion or occupy the residence for at least one year (Cal. Civ. Code section 1946.2(b)(2)(A)(vi)(I)).

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<sup>3</sup> California Civil Code section 1946.2 (amended by Senate Bill 567 to take effect April 1, 2024).

<sup>4</sup> The California Tenant Protection Act of 2019 went into effect in 2020 and was enacted as California Civil Code sections 1946.2 and 1947.12,

**b. A City Ordinance Can Extend and Expand Protections Provided to Tenants Beyond what is Provided by State Law.**

A municipality may subject residential real property to “just cause” eviction requirements that are more protective than what is required under State law (Section 1946.2). To do so, the ordinance must: (i) have “just cause” eviction criteria that are consistent with Section 1946.2; (ii) further limit the reasons for termination of a residential tenancy, provide for higher relocation assistance amounts, or provide additional tenant protections that are not prohibited by any other provision of law; and (iii) be accompanied by a finding that the ordinance is more protective than the provisions of Section 1946.2.

Some municipalities have extended and/or expanded tenant protections and relief in the following ways:

- Requiring eviction notices to be submitted to the City
- Prohibiting evictions, outside of certain circumstances, for owner move-ins when the tenants have been a lawful tenant for a defined number of years and are either elderly, disabled, handicapped, terminally ill, or have minor children
- Extending the time period where a tenant can exercise their right of first refusal.
- Increasing the amount of relocation assistance
- Requiring payments or provision of alternate shelter for temporary relocations.
- Notice and language requirements for tenant buyout agreements
- Protections against retaliatory evictions and other harassment against tenants
- Allowing violating landlords to face civil and criminal penalties along with creating a cause of action that tenants can use against landlords in civil court

**c. Implications of a City Just Cause Eviction Ordinance**

A just cause eviction ordinance may reduce homelessness by reducing the number of people who are unnecessarily evicted and required to find new housing.

Once a person is evicted, it can be challenging to find new housing. Some portion of people evicted are likely to become unhoused because they are unable satisfy a new landlord’s application requirements, such as income/employment verification, proof of funds, and positive references.

A just cause eviction ordinance is likely to discourage landlords from unlawfully evicting tenants by providing tenants notice of their rights, allowing tenants mechanisms to address improper actions taken by landlords, and penalizing landlords who act unlawfully.

The Ordinance could allow the City to take a more active role in addressing and mediating issues between landlords and tenants. It could require that landlords have their evictions analyzed by the City before they can be deemed valid, allowing the City to review the evictions before they go into effect and allow tenants to avoid lengthy and possibly expensive litigation.

The Ordinance would give tenants some relief when being evicted and offer financial support for tenants who were evicted, which can be used to find new housing and avoid homelessness, and mitigate the trauma involved with having to unexpectedly find new housing.

There is a possibility that if the Ordinance were overbroad, it could unnecessarily penalize landlords acting in good faith by making it difficult to evict problematic tenants. This may not only impact the landlords themselves but the community at large by foreclosing on an avenue to address nuisance or problem properties.

There is also the risk that the Ordinance could disproportionately affect small time or "mom and pop" landlords while having a minimal effect on large-scale or corporate landlords since the smaller landlords could possibly be unable to bear the cost of the Ordinance's requirements while larger or corporate landlords would have more ability to treat the requirements as the "cost of doing business." This could also result in rents being increased as landlords attempt to defray expenses imposed by the Ordinance.

The Ordinance could be finely tailored to address issues that are specific to the City and its residents.

In an effort to protect residents from unlawful evictions, several cities have adopted "just cause" eviction ordinances. Attached for your review and consideration are a copy of California Civil Code section 1946.2 and ordinances from Bell Gardens, Baldwin Park, Richmond, and Oxnard.

#### **ATTACHMENTS**

- A. Just Cause Eviction Statute – California Civil Code Section 1946.2
- B. Just Cause Eviction Ordinance – City of Bell Gardens
- C. Just Cause Eviction Ordinance – City of Baldwin Park
- D. Just Cause Eviction Ordinance – City of Richmond
- E. Just Cause Eviction Ordinance – City of Oxnard

**State of California**

**CIVIL CODE**

**Section 1946.2**

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

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

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

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

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

(A) Default in the payment of rent.

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

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

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

(E) The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

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

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

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



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

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

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

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

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

(ii) For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

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

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

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

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

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

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

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

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

(5) Single-family owner-occupied residences, including both of the following:

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

(B) A mobilehome.

(6) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.

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

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

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

(ii) A corporation.

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

(iv) Management of a mobilehome park, as defined in Section 798.2.

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

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

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

(II) For a tenancy in a mobilehome existing before July 1, 2022, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) (I) Except as provided in subclause (II), for any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(II) For any tenancy in a mobilehome commenced or renewed on or after July 1, 2022, the notice required under clause (i) shall be provided in the rental agreement.

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

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

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

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

(B) For a tenancy in a mobilehome commenced or renewed on or after July 1, 2022, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) (A) Except as provided in subparagraph (B), for a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(B) For a tenancy in a mobilehome existing prior to July 1, 2022, by written notice to the tenant no later than August 1, 2022, or as an addendum to the lease or rental agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner.

(2) "Residential real property" means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

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

(j) This section shall not apply to a homeowner of a mobilehome, as defined in Section 798.9.

(k) This section shall remain in effect only until April 1, 2024, and as of that date is repealed.

(Amended by Stats. 2023, Ch. 290, Sec. 1. (SB 567) Effective January 1, 2024. Repealed as of April 1, 2024, by its own provisions. See later operative version added by Sec. 2 of Stats. 2023, Ch. 290.)

**5.63.030 Termination of tenancy.**

A. No landlord shall terminate a tenancy of an occupied rental unit after a tenant has continuously and lawfully occupied the rental unit for 12 months or more unless the landlord can demonstrate either a for-cause or no-fault termination.

B. When terminating a tenancy either for cause or no-fault, a landlord must comply with all of the following:

1. The landlord must serve a written notice to the tenant in accordance with California Civil Code Sections 1946 through 1946.5 that states the landlord will terminate the tenancy, indicates at least one for-cause or no-fault reason for termination in reasonable detail, and includes any other information required by federal or state law; and
2. The landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1945 through 1946.5; and
3. The landlord qualifies the termination as for cause or no-fault, as specified in this section; and
4. If the termination is a no-fault termination, the landlord has provided the tenant with the notice of relocation assistance required by BGMC [5.63.040](#); and
5. The landlord has submitted to the department, within five days after service of the notice of termination on the tenant, a true and accurate copy of the landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the tenant. The landlord shall maintain proof of service to the department as evidence that the landlord has complied with this section.

C. For-Cause Termination of Tenancy. If a landlord can show any of the following circumstances with respect to a termination of tenancy in a rental unit, the termination qualifies as a for-cause termination.

1. Failure to Pay Rent. Tenant failed to pay rent within three days of written notice being served on tenant by landlord demanding payment as provided in paragraph (2) of California Code of Civil Procedure Section 1161.
2. Violation of Material Term of Rental Agreement. Tenant has continued to violate a material term of the rental agreement as provided in California Code of Civil Procedure Section 1161(3), after written notice to cease, and did not cure such violation within 10 days after receiving written notice from the landlord of such violation.
3. Waste. A tenant committed waste as described in California Code of Civil Procedure Section 1161(4).
4. Nuisance or Illegal Purpose. Tenant has maintained, committed, or permitted the maintenance or

commission of a nuisance or used the rental unit for an illegal purpose as provided in California Code of Civil Procedure Section 1161(4) including:

- a. Any crime or act of violence committed by a tenant of a rental unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed;
- b. Any threat of violent crime or violence, which includes any statement made by a tenant, or at the tenant's request, by the tenant's agent, to any person who is on the property where the rental unit is located, threatening to commit a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or
- c. Tenant has created or is maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or physically damages the unit beyond normal wear and tear and that condition has not been promptly abated or repaired after written notice to the tenant from the landlord and the passage of a reasonable cure period.

It shall be an affirmative defense to an action for possession of a rental unit under this subsection (E)(4) if a court determines that: (i) the tenant or the tenant's household member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and (ii) the notice of for-cause termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the tenant or a tenant's household member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

5. Failure to Sign Substantially Similar Lease. The tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand from the landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For purposes of this subsection, the landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

6. Assignment or Subletting in Violation of Lease. The tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in California Code of Civil Procedure Section 1161(4).

7. Refuse Access. Tenant has continued to refuse, after landlord has provided a written request, reasonable access to the rental unit by the landlord for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and



Safety Code Sections 13113.7 and 17926.1.

8. Failure to Vacate After Termination of Employment. Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

9. Failure to Vacate After Termination of Lease. A tenant's failure to timely deliver possession of the rental unit after: (a) providing the landlord written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate a lease; or (b) making a written offer to surrender, that is accepted in writing by the landlord, but the time specified in that written notice as described in Code of Civil Procedure Section 1161(5) has expired.

D. No-Fault Termination of Tenancy. If a landlord can show any of the following circumstances with respect to a termination of tenancy in a rental unit, the termination qualifies as a no-fault termination.

1. A landlord seeks in good faith to recover possession in order to imminently:

- a. Demolish the rental unit.
- b. Withdraw the rental unit permanently from rental housing use pursuant to the Ellis Act and other applicable state laws.

2. A landlord seeks in good faith to recover possession of a rental unit for the use and occupancy by landlord or landlord's family member as the principal residence. Said rental unit must be occupied as the principal residence within 90 days of the tenant household vacating the rental unit, and the rental unit must continue to be occupied as the principal residence of landlord or landlord's family member for at least three years, unless extenuating circumstances exist.

a. If the rental agreement was entered into on or after the effective date of this chapter, this subsection (D)(2) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the rental agreement allows the landlord to terminate the rental agreement if the landlord, or landlord's family member, unilaterally decides to occupy the rental unit.

b. A landlord must provide the tenant 60 days' written notice that the landlord intends to terminate the tenancy.

c. Owner-Occupancy Disclosure.

i. Not less than 60 days prior to the final date of the tenancy, in addition to any notice required by

California Civil Code Section 827, the landlord must disclose to the department the name(s) of the eligible individual(s) who will occupy the rental unit, and the relationship of said individual(s) to the landlord.

ii. The department may contact landlord during the three-year occupancy time frame to confirm that the landlord or landlord's family member resides in the recovered rental unit(s), and may obtain written verification of residency.

d. A landlord may not terminate a tenancy under this section if any of the following apply, unless the landlord or landlord's family member who will reside in the dwelling unit is similarly situated as the tenant or tenant's household members who are being displaced:

i. Any tenant in the rental unit has continuously resided in the rental unit for at least five years, and a member of tenant's household is either: (A) 62 years of age or older; or (B) disabled as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;

ii. Any tenant in the rental unit or member of tenant's household is terminally ill as certified by a treating physician licensed to practice in the state of California; or

iii. Any tenant in the rental unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).

e. Tenant's Right of First Return.

i. If a landlord or landlord's family member ceases occupation of the rental unit within three years after the final date of tenancy, the tenant of a rental unit is entitled to receive notice of the first right to return to rent the same unit at the rent previously charged plus any annual rent increases allowed under Chapter 5.62 BGMC.

ii. Nothing in this section shall be construed to relieve the landlord of the obligation to directly contact the former tenant and to advise the tenant that the recovered rental unit will again be offered for rent.

3. A landlord seeks in good faith to recover possession to comply with any of the following: (i) an order issued by a government agency or court relating to habitability that necessitates vacating the rental unit; (ii) an order issued by a government agency or court to vacate the rental unit; or (iii) a local ordinance that necessitates vacating the rental unit. If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or for the need to vacate under this subsection,

the tenant shall not be entitled to relocation assistance.

E. All no-fault terminations of tenancy are eligible for relocation assistance. (Ord. 925 § 3, 2022).

**5.63.040 Relocation assistance.**

A. Permanent Relocation Assistance. When relocation assistance must be paid to tenants who are evicted from their rental unit pursuant to BGMC [5.63.030](#), the landlord must make the relocation assistance payment in accordance with this section. The landlord must provide written notice to the tenant of the tenant's entitlement to permanent relocation assistance at the same time the landlord serves a notice of termination of tenancy.

1. The landlord shall pay a relocation assistance amount equal to three times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.
2. If any tenant residing in the rental unit from which the tenants are to be displaced includes a qualified tenant, then all tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:
  - a. The landlord shall pay an additional relocation assistance amount equal to one times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.
  - b. For purposes of this subsection, "qualified tenant" means any tenant who:
    - i. Is 62 years of age or older, disabled, as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;
    - ii. Has one or more dependent children under the age of 18 residing in the rental unit;
    - iii. Meets the income limits for a "lower-income household" as defined in California Health and Safety Code Section 50079.5; or
    - iv. Has continuously resided in the rental unit for five years or more.

The tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the tenants living in the rental unit from which the tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

3. Permanent relocation assistance payments must be paid directly to the tenant.
  - a. If a rental unit is occupied by two or more tenants, then each tenant of the rental unit shall be paid a pro-rata share of the relocation assistance payment.

b. Landlord shall pay one-half of the relocation assistance due no later than 15 days following service of the termination of tenancy and the balance due no later than five business days after the tenant has vacated the rental unit. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided pursuant to this chapter shall be recoverable as damages in an action to recover possession.

B. Temporary Relocation Assistance. A landlord must provide temporary relocation assistance to tenants of a rental unit who are temporarily displaced due to repairs, rehabilitation of a rental unit, health and safety violations, or other work or activities that will make the rental unit an untenable dwelling, as defined in California Civil Code Section 1941.1, or will expose the tenant to toxic or hazardous materials, or that cannot otherwise be completed while the tenant remains in the rental unit.

1. Thirty Days or Less. A landlord must provide the tenant a per-diem payment if the tenant will be temporarily displaced for 30 days or less.

2. Thirty-One Days or More. A landlord must provide the tenant either a per-diem payment or comparable temporary accommodations, if available.

3. Per-Diem Payment.

a. Per-diem payment will be based on the Federal General Services Administration per-diem rate for lodging in the county of Los Angeles, which is updated on a yearly basis, unless otherwise agreed upon by the landlord and tenant, and may include any applicable transient occupancy taxes.

b. Upon mutual agreement by the landlord and tenant, per-diem payments may be paid directly to the tenant, or in the event of a hotel, motel or short-term rental accommodations, directly to the hotel, motel or short-term rental.

4. Temporary relocation assistance payments will be made on a pro-rata basis to the eligible tenant household.

5. Temporary Hotel or Motel Accommodation. If relocation is to a hotel or motel, the landlord must provide a hotel or motel accommodation which is safe, sanitary, and, unless otherwise agreed upon by the landlord and tenant, within a reasonable distance of the tenant's rental unit.

6. The temporary displacement and relocation of a tenant pursuant to this subsection (B) shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any government order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

7. Nothing in this subsection (B) shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

C. No Waiver. A tenant cannot waive his or her right to receive relocation assistance required by this chapter.

D. Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section. (Ord. 925 § 3, 2022).

#### **5.63.050 Tenant buyout agreements.**

A. Landlord's Disclosure Prior to Buyout Offer. At the time a proposed buyout agreement is provided, the landlord shall provide each tenant in the rental unit a written disclosure, on a form approved by the department, in English and in the tenant's primary language if other than English translated at the landlord's expense, that shall include all of the following:

1. A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;
2. A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;
3. A statement that the tenant may rescind the buyout agreement for up to 30 days after it is fully executed;
4. A statement that the tenant may contact the department for information about other buyout agreements in the tenant's neighborhood and other relevant information;
5. Any other information required by the department consistent with the purpose and provisions of this section; and
6. A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

B. Requirement for Buyout Agreements. The buyout agreement shall:

1. Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the landlord's expense. The landlord shall give each tenant a copy of the proposed buyout agreement at least 45 days before it is executed by the parties.
2. Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the tenant:
  - a. "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."

b. "You have a right not to enter into a buyout agreement."

c. "You may choose to consult with an attorney before signing this buyout agreement. The city of Bell Gardens community development department may also have information about other buyout agreements in your neighborhood."

C. Rescission of Buyout Agreement. A tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the landlord indicating that the tenant has rescinded the buyout agreement.

D. Filing of Buyout Agreement and Disclosure Notice. The landlord shall provide the tenant a copy of the fully executed buyout agreement within 10 days of execution. Landlord shall also file with the department a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within 10 days after the buyout agreement is executed by all parties. (Ord. 925 § 3, 2022).

#### **5.63.070 Notices to tenants.**

A. Mandatory Notices to Tenants. Landlords must provide to each tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of tenant rights under this chapter. The department shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;
2. When renewing a rental agreement; and

B. If the rental agreement is negotiated or written in a language other than English, the landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written. (Ord. 925 § 3, 2022).

#### **5.63.080 Enforcement.**

A. Enforcement Authority. The department is authorized to take appropriate steps it deems necessary to administer and enforce this chapter.

B. The director of the department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this chapter. (Ord. 925 § 3, 2022).

#### **5.63.090 Administrative citations.**

A. Administrative Citation. Any landlord or tenant who violates any provision of this chapter, or department's procedures and guidelines, is subject to an administrative fine as set in a schedule of fines adopted by resolution

by the city council as provided in Chapter 1.16 BGMC.

B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense for which an administrative fine may be imposed. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.

C. Notices of Violation and Administrative Fine. If the department determines that a landlord or tenant has violated this chapter, the department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1.16 BGMC.

D. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any landlord or tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1.16 BGMC.

2. Judicial Review of Hearing Officer Decision. Any landlord or tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance with Chapter 1.16 BGMC. (Ord. 925 § 3, 2022).

#### **5.63.100 Remedies.**

A. Civil Liability. Any tenant, or any other person or entity acting on behalf of the tenant who will fairly and adequately represent the tenant's interest, including the city, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this chapter. The court may award reasonable attorneys' fees and costs to a landlord who prevails in any such action if the court determines that the tenant's action was frivolous.

B. Civil Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this chapter, may be liable for a civil penalty not to exceed \$1,000 for each violation.

C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this chapter, shall be guilty of a misdemeanor and punished by a fine of not more than \$1,000, or by imprisonment in the county jail for a period of not more than six months, or by both.

D. Defense to Eviction. A tenant may assert as an affirmative defense a landlord's failure to comply with the provisions of this chapter in any action by a landlord to recover possession of a rental unit.

E. Each violation of any provision of this chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.



F. The above remedies are not exclusive and do not preclude the city or any tenant from seeking other remedies or penalties provided by applicable law. (Ord. 925 § 3, 2022).

**5.63.110 Waiver.**

Any waiver of rights under this chapter shall be void as contrary to public policy. (Ord. 925 § 3, 2022).

**§ 117.08 JUST CAUSE EVICTION.**

(A) The "just cause eviction" provision of this section of the chapter will apply to all rental units in the City of Baldwin Park. No landlord shall take action to terminate any tenancy including but not limited to, making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice, or bring any action to recover possession, or be granted recovery of possession of a controlled rental unit unless one of the following apply:

(1) The tenant has failed to pay the rent to which the landlord is entitled under the rental housing agreement and this chapter.

(2) The tenant has continued, after written notice to cease, to commit a material and substantial breach of an obligation or covenant of his or her tenancy which the landlord has not waived either expressly or impliedly through the landlord's conduct and which the landlord is not stopped from asserting, other than the obligation to surrender possession upon proper notice. Notwithstanding any contrary provision in this section, and notwithstanding any contrary provision in the rental housing agreement, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the unit if the following requirements are met:

(a) The tenant continues to reside in the rental unit.

(b) The sublease replaces a departed tenant(s) under the rental agreement on a one-for-one basis.

(c) The landlord has unreasonably withheld the right to sublease following written request by the tenant. If the landlord fails to respond to the tenant in writing within 14 days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.

(3) The tenant has continued, after written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to, the controlled rental unit, or to create a substantial interference with the comfort, safety, or enjoyment of the landlord or other occupants or neighbors of the same.

(4) The tenant is convicted of using or expressly permitting a controlled rental unit to be used for any illegal purpose.

(5) The tenant, who had a rental housing agreement which had terminated, has refused, after written request or demand by the landlord, to execute a written extension or renewal thereof for a further term of like duration and in such terms as are not inconsistent with or in violation of any provisions of this chapter and are materially the same as in the previous agreement.

(6) The tenant has continued to refuse, after written notice, to grant the landlord reasonable access to the controlled rental unit for the purposes of making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof, or for the purpose of showing the rental housing to any prospective purchaser or mortgagee.

(7) The tenant holding at the end of the term of the rental housing agreement is a subtenant not approved by the landlord.

(8) The landlord seeks to recover possession in good faith for use and occupancy by herself or himself, or her or his children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

(a) A "landlord" shall be defined as a natural person who has at least a 50% ownership interest in the property.

(b) The notice terminating tenancy shall contain the name, address and relationship to the landlord of the person intended to occupy.

(c) The landlord or enumerated relative must intend in good faith to move into the unit within 30 days after the tenant vacates and to occupy the unit as a primary residence for at least one year. The city may adopt regulations governing the determination of good faith.

(d) If the landlord or relative specified on the notice terminating tenancy fails to occupy the unit within 30 days after the tenant vacates, the landlord shall:

1. Offer the unit to the tenant who vacated it.

2. Pay to said tenant all reasonable expenses incurred in moving to and/or from the unit.

(9) The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the City of Baldwin Park Municipal Code or any other provision of law.

(10) The landlord has filed the requisite documents with the city initiating the procedure for withdrawing units from rent or lease under Cal. Government Code §§ 7060 et seq. And the city's regulations, with the intention of completing the withdrawal process and going out of the residential rental business.

(B) Any written notice as described in divisions (A)(2), (A)(3) or (A)(6) shall be served by the landlord a reasonable period prior to serving a notice to terminate tenancy and shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings. The city may enact regulations regarding reasonable notice.

(C) Notwithstanding any contrary provision in this section or in the rental housing agreement, if the tenant's spouse,

child(ren), and/or domestic partner who has filed an Affidavit of Domestic Partnership with the city have lived in the unit for at least six months at the time the tenant vacates the unit due to death or incapacitation, the landlord is prohibited from taking any action to obtain possession of the unit from the tenant's spouse, child(ren), and/or registered domestic partner on the ground that the spouse, child(ren) and/or registered domestic partner are not authorized to occupy the unit.

(D) Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is in retaliation for the tenant reporting violations of this chapter, for exercising rights granted under this chapter, including the right to withhold rent upon authorization of the city under § 117.20(B)(2) or for organizing other tenants.

(E) In any notice purporting to terminate tenancy the landlord shall state the cause for the termination, and in any action brought to recover possession of a controlled rental unit, the landlord shall allege and prove compliance with this section. The landlord shall file with the city a copy of any notice terminating tenancy, except a three-day-notice to pay rent or vacate, within three days after serving the notice on the tenant.

(F) A landlord shall not change the terms of a tenancy to prohibit pets and then evict the tenant for keeping a pet which was kept and allowed prior to the change, unless the landlord can establish that the pet constitutes a nuisance and the nuisance has not been abated upon proper notice to the tenant.

(G) Failure to comply with any requirement of this section may be asserted as an affirmative defense in an action brought by the landlord to recover possession of the unit. Additionally, any attempt to recover possession of a unit in violation of this chapter shall render the landlord liable to the tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant or the city may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorney's fees.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.09 REMOVAL OF CONTROLLED UNIT FROM RENTAL HOUSING MARKET.**

(A) Any landlord who desires to remove a controlled rental unit from the rental housing market by demolition, conversion or other means is required to obtain a permit from the city prior to such removal from the rental housing market in accordance with rules and regulations promulgated by the city. In order to approve such a permit, the city is required to find that the landlord cannot make a fair return by retaining the controlled rental unit.

(B) Notwithstanding the foregoing provisions of this division, the city may approve such a permit:

(1) If the city finds that the controlled rental unit is uninhabitable and is incapable of being made habitable in an economically feasible manner; or

(2) If the permit is being sought so that the property may be developed with multifamily dwelling units and the permit applicant agrees as a condition of approval, that the units will not be exempt from the provisions of this chapter and that at least 15% of the controlled rental units to be built on the site will be at rents affordable by persons of low income.

(C) The Housing Element of the General Plan of the City of Baldwin Park shall at all times contain a provision that neither the City Council nor any city agency shall approve an application for tentative subdivision map or tentative parcel map for a converted unit until and unless the applicant first obtains a removal permit as required by this section. This division shall not apply to any tentative subdivision map or tentative parcel map approved in accordance with this chapter relating to tenant ownership rights.

(D) The city shall render its final decision within 120 days of the filing of a completed application under this section.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.10 FOR RENT OR LEASE AFTER WITHDRAWAL.**

If a landlord desires to offer for rent or lease a rental unit which was the subject of a notice of intent to withdraw pursuant to this chapter, the following regulations apply:

(A) If a rental unit that was removed from rental housing use pursuant to this chapter is offered for rent or lease during either:

(1) The five-year period after the notice of intent to withdraw the accommodations is filed with the city pursuant, whether or not the notice of intent is rescinded or the withdrawal of the accommodations is completed pursuant to the notice of intent; or

(2) The five-year period after the accommodations are withdrawn; then the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of intent to withdraw the accommodations was filed with the city, plus annual adjustments available under this chapter.

(B) Division (A) of this section shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.11 TENANT PROTECTION, RELOCATION AND MOVING EXPENSE ALLOWANCE FOR TENANTS IN GOOD STANDING.**

(A) This section shall only apply to “no fault” evictions. In other words, if the tenant has not met its obligations under the lease or was “at fault” for the eviction, no relocation assistance will be required. As to “no fault” evictions, for all tenants in good standing living in households at or below 140% of the median income, by household size, landlord shall pay a relocation allowance equal to two and one-half months fair market rents as established by the U.S. Department of Housing and Urban Development (“HUD”) for a rental unit of a similar size. In addition to the relocation allowance, landlord shall also pay a moving expense allowance in the amount of \$1,306 for adult households or \$3,935 for households with dependents, disabled, or senior members. The amounts listed are adjusted for FY 2019 and will continue to be adjusted as provided in division (C) below.

(B) For all tenants in good standing, who meet the income eligibility requirements of division (A) above, and who have maintained continuous tenancy for a period of ten years or more shall be entitled to enhanced relocation allowance and moving expenses. The total amount of relocation allowance to be paid by the landlord to the tenant is based on the length of the tenancy. For each year after the tenth anniversary, the amount of the base relocation allowance shall be increased by 10%, and shall increase each year thereafter until reaching the maximum of 200% of the base relocation allowance on the twentieth anniversary of the tenancy.

(C) The relocation allowance and moving expense allowance provided for in this section shall be automatically increased every year in accordance with changes in the HUD fair market rents. The moving expense allowance provided in this section shall be adjusted annually in accordance with the Consumer Price Index (for Los Angeles-Long Beach).

(D) The relocation allowance provided for in this section shall be triggered if any of the following circumstances occur:

(1) *Demolition.* A landlord or property owner seeks to recover possession of the unit for purpose of demolition.

(2) *Permanent removal of unit from the rental market.* The landlord seeks to remove the rental unit permanently from the rental housing market.

(3) *Occupancy by landlord or landlord's family member.* The landlord seeks to vacate the rental unit for the sole purpose of making the unit available for occupancy by the landlord or a family member of the landlord. In this circumstance, the amount of relocation and moving expense allowance which landlord is obligated to pay to the tenant shall be equal to one-half of the relocation allowance and moving expense allowance provided for in this chapter.

(4) *Government order to vacate.* The landlord seeks to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates vacating the rental unit as a result of a significant or extended violation of housing, health, building or safety laws of the state of California or the City of Baldwin Park which would result in a constructive eviction.

(5) *Change in ownership.* There is a change in ownership of the rental unit and, at any time within 18 months of the change in ownership, the landlord notifies the tenant that at some specific date after the change in ownership, the tenant's tenancy is being terminated, the tenant is being evicted, and/or there is going to be a large rent increase. For purposes of this chapter, a “large rent increase” means any rent increase exceeding the cost of living increase (“CPI”) plus 5% within the 12-month period prior to the notice of the rent increase.

(6) *Non-exclusive remedy.* Nothing in this chapter limits the rights of the city or tenant to recover from the landlord any relocation allowance or moving expense allowance or placement assistance or any other assistance provided to assist eligible renters and/or other city costs incurred for the correction/abatement of distressed properties which the city is legally entitled to recover.

(E) Landlord's non-renewal and/or termination of tenancy under any of the circumstances described in division (D) above, shall not exempt landlord from the obligation to pay relocation allowance and moving expense allowance as provided for in this chapter to any displaced tenant in good standing.

(F) Upon request of landlord, city, or city consultant, tenant shall provide the following documentation to determine eligibility for relocation allowance and moving expense allowance:

(1) A signed certification of household members and household income on a form acceptable to the city;

(2) Documentation of income (e.g., paystubs, public benefits statements, employer verification);

(3) Any other documentation as may be reasonably requested by landlord, city, or city consultant.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.14 JUST CAUSE EXCEPTION.**

By petition to the City Council, any landlord may seek a rent increase above 3% based on providing “just cause” for the increase. The CEO or his or her designee will decide any “just cause” exception. Any “just cause” exception must be approved by the CEO or his or her designee based on a written request from the landlord. The landlord must provide a factual basis in writing to the City Council describing all facts of the “just cause” increase and any documents to be considered. The landlord may appeal the decision of the CEO or his or her designee to the City Council. The City Council's decision will be final. For a petition under this section, the hearing process and procedures under § 117.05 will apply.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.18 NON-WAIVERABILITY.**

Any provision, whether oral or written in or pertaining to a rental housing agreement, whereby any provision of this chapter is waived, for the benefit of the tenant, shall be deemed to be against public policy and shall be void.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.19 JUDICIAL REVIEW.**

A landlord or tenant aggrieved by any action or decision of the city may seek judicial review by appealing to the appropriate court within the jurisdiction.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.20 REMEDIES.**

(A) (1) Any landlord who demands, accepts, receives, or retains any payment of rent in excess of the maximum lawful rent, in violation of the provisions of this chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, shall be liable in a civil action to the tenant from whom such payments are demanded, accepted, received or retained, for reasonable attorney's fees and costs as determined by the court, plus damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent. A civil penalty of treble the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent shall be awarded against the landlord upon a showing that the landlord has acted willfully or with oppression, fraud or malice. No administrative remedy need be exhausted prior to filing suit pursuant to this division.

(2) Any person who willfully or knowingly with the intent to deceive, makes a false statement or representation, or knowingly fails to disclose a material fact, in a notice or declaration required in this chapter, or in any declaration, application, hearing or appeal permitted under this chapter, including any oral or written evidence presented in support thereof, shall be guilty of a misdemeanor.

(3) Any person convicted of a misdemeanor under the provisions of this chapter shall be punished by a fine of not more than \$1,000 or by imprisonment in the County Jail for a period of not more than six months or both. Each violation of any provision of this chapter and each day during which such violation is committed, or continues, shall constitute a separate offense.

(B) In lieu of filing a civil action, a tenant may file an administrative complaint. The city shall establish by rule and regulation a hearing procedure similar to that set forth in § 117.05.

(1) The rules and regulations adopted by the city shall provide for final city action on any complaint for excess rent within 180 days following the date of filing of the complaint.

(2) In any administrative hearing under this section, a landlord who demands, accepts, receives or retains any payment of rent in excess of the maximum lawful rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent and may be liable for an additional amount not to exceed \$3,000, for costs, expenses incurred in pursuing the hearing remedy, damages and penalties. The tenant shall bear the burden of proving entitlement to the penalty. The tenant may deduct the penalty and award of damages from future rent payments in the manner provided by the city. An order authorizing rent withholding under this chapter shall survive the sale or other transfer of the property and shall be binding upon successors of the landlord against whom the order was made. If a tenant authorized to withhold rent under this chapter vacates the property, the landlord shall pay to such tenant a sum equal to the balance of the rent that the tenant could have withheld.

(C) If the tenant from whom such excessive payment is demanded, accepted, received, or retained in violation of the foregoing provisions of this chapter or any rule of regulation or order hereunder promulgated fails to bring a civil or administrative action as provided for in this chapter within 180 days from the date of the occurrence of the violation, the city may settle the claim arising out of the violation or bring such action. Thereafter, the tenant on whose behalf the city acted is barred from also bringing an action against the landlord in regard to the same violation for which the city has made a settlement or brought action. In the event the city settles said claim, it shall be entitled to retain the costs it incurred in settlement thereof, and the tenant against whom the violation has been committed shall be entitled to the remainder.

(D) The appropriate court in the jurisdiction in which the controlled rental unit affected is located shall have jurisdiction over all actions brought under this section.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.21 CRIMINAL REMEDIES.**

Any landlord found to be in willful or continuous violation of this chapter shall be guilty of a misdemeanor. Any landlord convicted of a misdemeanor under the provisions of this chapter shall be punished by a fine of not more than \$500, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

#### **§ 117.22 INJUNCTIVE AND OTHER CIVIL RELIEF.**

The city, and tenants and landlords of controlled units, may seek relief from the appropriate court within the jurisdiction

within which the affected controlled rental unit is located to enforce any provision of this chapter or its implementing regulations or to restrain or enjoin any violation of this chapter and of the rules, regulations, orders and decisions of the city.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

11.100.050 - Just cause for eviction protections; family protections.

- (a) No landlord shall take action to terminate any tenancy, including but not limited to making a demand for possession of a rental unit, threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession or be granted recovery of possession of a rental unit unless:
  - (1) Failure to Pay Rent. The tenant has failed to pay the rent to which the landlord is legally entitled under the rental housing agreement, this Chapter, state and any other local law.
  - (2) Breach of Lease. The tenant has continued, after written notice to cease, to substantially violate any of the material terms of the rental agreement, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the tenant or made part of the rental agreement; and provided further that, where such terms have been accepted by the tenant or made part of the rental agreement subsequent to the initial creation of the tenancy, the landlord shall have first notified the tenant in writing that he or she need not accept such terms or agree to their being made part of the rental agreement.
- (A) Notwithstanding any contrary provision in this section, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the unit if the following requirements are met:
  - (i) The tenant continues to reside in the rental unit as his, her or their primary residence.
  - (ii) The sublease replaces one or more departed tenants under the rental housing agreement on a one-for-one basis.
  - (iii) The landlord has unreasonably withheld the right to sublease following written request by the tenant. If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord. A landlord's reasonable refusal of the tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the rent to the landlord. A landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a rental unit exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code Section 17922.
- (B) Protections for Families. Notwithstanding any contrary provision in this section, a landlord shall not endeavor to recover possession of a rental unit as a result of the



addition to the rental unit of a tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in California Family Code Section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code 17922. The Rent Board shall promulgate regulations that will further protect families and promote stability for school-aged children.

- (3) Nuisance. The Tenant has continued, after the Landlord has served the tenant with a written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to the Rental Unit.
- (4) Failure to Give Access. The tenant has continued to refuse without good cause, after the landlord has served the tenant with a written notice, to grant the landlord reasonable access to the rental unit for the purposes of showing the unit to prospective purchasers or mortgagees or making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof. This shall include inspections by the Richmond Residential Rental Inspection Program and any other inspections needed so that the landlord may comply with such laws. The Board shall promulgate regulations for the repair and improvement of rental units to ensure the least amount of disruption for the tenant. Unless due to a documented emergency affecting a tenant's health and/ or safety, all repair or improvement work will be scheduled in compliance with applicable Board regulations. To terminate a tenancy under this Subsection (a)(4), a Landlord must show that written notice was provided to the tenant and all necessary repair or improvement work was scheduled in compliance with this section and all applicable Board regulations. Landlords may not use lock boxes on occupied units.
- (5) Temporarily Vacate in Order to Undertake Substantial Repairs.
  - (A) The landlord, after having obtained all necessary permits from the City of Richmond, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the tenant resides on the premises.
  - (B) Where such repairs can be completed in a period of 60 or fewer days, and the tenant, within 30 days after the service of a notice of termination of his or her tenancy, agrees in writing to vacate the premises during the period required to complete the repairs at no charge to the landlord, other than abatement of the obligation to pay rent for the

premises during the period required to complete the repairs, the landlord may not recover possession pursuant to this subsection 5 unless the tenant shall fail or refuse to vacate the premises in accordance with such agreement.

(C) Where the landlord owns any other residential rental units in the City of Richmond, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the tenant's vacating the premises or the entry of a judgment by a court of competent jurisdiction awarding possession of the premises to the landlord, the landlord shall, as a condition of obtaining possession pursuant to this subsection 11.100.050 (a) (5) notify tenant in writing of the existence and address of each such vacant rental unit and offer tenant the right, at the tenant's option:

- (1) To enter into a rental agreement (to be designated as a "temporary rental agreement") on any available rental unit which the tenant may choose, at a rent not to exceed the lesser of the lawful rent which may be charged for such available rental unit or the lawful rent in effect, at the time of the notice of termination of tenancy, on the unit being vacated, said rental agreement to be for a term of the lesser of ninety days or until completion of repairs on the rental unit being vacated by tenant; or
- (2) To enter into a new rental agreement or lease for such available rental unit at a rent not to exceed the lawful rent which may be charged for such available rental unit.

(D) Where the Landlord recovers possession under this subsection 11.100.050 (a) (5) the tenant must be given the right of first refusal to re-occupy the unit upon completion of the required work. In the event the landlord files an application for an individual rent adjustment within six months following the completion of the work, the tenant shall be a party to such proceeding the same as if he or she were still in possession, unless the landlord shall submit, with such application, a written waiver by the tenant of his or her right to re-occupy the premises pursuant to this subsection.

(6) Owner Move-In. The landlord seeks to recover possession in good faith for use and occupancy as a primary residence by the landlord, or the landlord's spouse children, parents or grandparents.

- (A) Landlord, as used in this Subsection (a)(6), shall only include a Landlord that is a natural person who has at least a fifty (50) percent recorded ownership interest in the property.
- (B) No eviction may take place for an "owner move-in" if the same landlord or enumerated relative already occupies a unit on the property, or if a vacancy already exists on the

property. At all times a landlord may request a reasonable accommodation if the landlord or enumerated relative is disabled and another unit in Richmond is necessary to accommodate the person's disability.

- (C) The notice terminating tenancy shall contain the name, address and relationship to the landlord of the person intended to occupy the rental unit.
- (D) The landlord or enumerated relative must intend in good faith to move into the rental unit within ninety (90) days after the tenant vacates and to occupy the rental unit as a primary residence for at least Thirty-Six (36) consecutive months. The Board may adopt regulations governing the determination of good faith.
- (E) If the landlord or relative specified on the notice terminating tenancy fails to occupy the unit within ninety (90) days after the tenant vacates, the landlord shall:
  - (i) Offer the unit to the tenant who vacated it; and
  - (ii) Pay to said Tenant all reasonable expenses incurred in moving to and from the unit.
- (F) Eviction Protection for Elderly or Disabled Tenant. A landlord may not evict a tenant pursuant to this subsection if the tenant (1) has resided in the rental unit for at least five (5) years and is either at least 62 years old or disabled; or (2) is certified as being terminally ill by the tenant's treating physician. For the purposes of this Subsection, Notwithstanding the above, a landlord may evict a tenant who qualifies for the exemption if the landlord or enumerated relative who will occupy the unit also meets the criteria for this exemption and no other units are available.
- (7) Withdrawal from Rental Market. The landlord seeks in good faith to recover possession to withdraw all rental units of an entire property located in the City of Richmond. The landlord has filed the documents with the Board initiating the procedure for withdrawing units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Board, with the intention of completing the withdrawal process and going out of the rental business or demolition of the property. If demolition is the purpose of the withdrawal then the landlord must have received all needed permits from the City of Richmond before serving any notices Terminating a tenancy based on 11.100.50 (a) (7). Tenants shall be entitled to a 120-day notice or one (1) year in the case tenants are defined as senior or Disabled under Govt. Code Section 7060.4 (6). Tenants will also have a right of return if the unit is placed back on the market.
- (8) Temporary Tenancy. A landlord or lessor seeks in good faith to recover possession of the single-family home for his/her/their occupancy as a primary residence, where the landlord has previously occupied the rental unit as his/her/their principal residence and has the

right to recover possession of the unit for his/her occupancy as a principal residence under an existing rental agreement with the current tenants for no more than twelve (12) consecutive months. No relocation is required. To be used only in reference to tenancies as listed in 11.100.040(a)(1).

- (b) Relocation. A landlord seeking to recover possession under Sections 11.100.050(a)(5), (6) or (7) above shall make relocation payments to each tenant. These amounts shall be determined by the City Council through a Relocation Ordinance.
- (c) Right of Return and First Right of Refusal. All tenants that are displaced based on Sections 11.100.050(a)(5), (6) or (7) shall have the first right of refusal to return to the unit if it should ever be returned to the market by the landlord or successor landlord. Rent shall be the Rent lawfully paid by the tenant at the time the landlord gave notice of basis listed in Sections 11.100.050(a)(5), (6) or (7).
- (d) Written Warning Notice Requirements. Any written notice as described in Subsections 11.100.050(a)(2), (3) or (4) shall be served by the landlord within a reasonable period prior to serving a notice to terminate tenancy and shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings, of the right to request a reasonable accommodation and the contact number for the Board. The notice shall also include sufficient details allowing a reasonable person to comply. The notice shall also include any information necessary to determine the date, time, place, witnesses present and other circumstances concerning the reason for the notice.
- (e) Retaliation is Barred. Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is knowingly in retaliation for the tenant reporting violations of this Chapter, for exercising rights granted under this Chapter, including the right to withhold rent under common, state or local law or for forming a Recognized Tenant Organization with other tenants.
- (f) In any notice purporting to terminate a tenancy the landlord shall state the cause for the termination, and in any action brought to recover possession of a rental unit, the Landlord shall allege and prove compliance with this section. All notices described in Subsection 11.100.050(d) shall be attached to any notices that purport to terminate a tenancy for which they correspond.
- (g) Failure to comply with any requirement of this chapter may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the unit. Additionally, any attempt to recover possession of a unit in violation of this chapter shall render the landlord liable to the tenant for actual damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant or the Rent Board may seek injunctive relief and money damages for wrongful eviction. A Tenant prevailing in an action for wrongful eviction

shall recover costs and reasonable attorney's fees.

( Ord. of 12-20-2016(1), 12-20-2016.)

## ARTICLE I. JUST CAUSE EVICTIONS AND TENANT PROTECTION

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### SEC. 27-1. CITATION.

This article shall be known as the “Just Cause Eviction and Tenant Protection Ordinance.”

(Ord. No. 3012)

### SEC. 27-2. RESTRICTIONS ON TERMINATION OF TENANCY WITHOUT JUST CAUSE.

(A) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 30 days, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy.

(B) For purposes of this article, “just cause” includes either at-fault just cause or no-fault just cause.

(Ord. No. 3012)

### SEC. 27-3. AT-FAULT JUST CAUSE.

At-fault just cause includes any of the following:

(A) Default in the payment of rent.

(B) (1) A breach of a material term of the lease, as described in Cal. Code of Civil Procedure, Section 1161(3), including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(2) A “breach of a material term” shall not include:

(a) 1. The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the addition does not exceed the Uniform Housing Code.

2. The owner shall have the right to approve or deny the prospective additional or replacement tenant, who is not a minor dependent child, provided that the owner does not unreasonably withhold approval. If the owner fails to respond to the tenant in writing with a description of the reasons for the denial of the request within a reasonable amount of time of receipt of the tenant’s written request, the tenant’s request shall be deemed approved by the owner if the lease is for a period of one year or less.

(b) A change in the terms of the tenancy that is not the result of an express written agreement signed by both of the parties. An owner is not required to obtain a tenant’s written consent to a change in the terms of the tenancy if the change in the terms of the tenancy is authorized by this section, or if the owner is required to change the terms of the tenancy pursuant to federal, state, or local law. Nothing in this subsection shall exempt an owner from providing legally required notice of a change in the terms of the tenancy.

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

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

(E) The tenant had a written lease that terminated on or after the effective date of this article, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law. If the tenant had a written lease that terminated on or after the effective date of this article, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of non-similar duration and/or with non-similar lease provisions, then the cause for eviction will be no-fault just cause under section 27-4 below.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in Cal. Penal Code, Section 422(a), on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property or members of tenant’s household or other tenants of the residential real property. This at-fault just cause provision shall apply if the owner has, within a reasonable time, reported the criminal activity to law enforcement. Further, at-fault just cause eviction of a tenant under this provision shall only apply to that tenant who committed the criminal activity described herein. If a tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the tenant within the applicable statute of limitations period, the tenant shall be offered the right to restore the tenancy only if the same residential real property is available.

(G) (1) Assigning or subletting the premises in violation of the tenant’s lease, as described in Cal. Code of Civil Procedure, Section 1161(4).

(2) Notwithstanding any contrary provision in this section, an owner shall not take any action to terminate a tenancy based on a tenant’s sublease of the residential real property if all the following requirements are met:

(a) The tenant requests permission from the owner in writing to sublease the residential real property;

(b) The tenant continues to reside in the residential real property as their primary residence;

(c) The sublease replaces one or more departed tenants under the lease on a one-for-one basis; and

(d) The owner fails to respond to the tenant in writing within a reasonable amount of time of the receipt of the tenant's written request. If the owner fails to respond to the tenant's written request, the request shall be deemed approved by the owner if the lease is for a period of one year or less. An owner's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a residential real property exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.

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

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

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

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

(Ord. No. 3012)

#### **SEC. 27-4. NO-FAULT JUST CAUSE.**

No-fault just cause includes any of the following:

(A) (1) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(2) For leases entered into on or after the effective date of this article, this subsection shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, as affirmed by the owner in a written affidavit submitted to the city. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar lease provision for the purposes of section 27-3(E).

(B) Withdrawal of the residential real property from the rental market under, and subject to, the provisions of the Ellis Act.

(C) (1) The owner complying with an order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(2) *Exception.* If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate, then the tenant shall not be entitled to relocation assistance as outlined in section 27-6(C).

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

(1) The owner shall provide 60 days advance written notice to the tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the tenant, the right of first refusal to any comparable vacant rental unit which has been offered at comparable rent owned by the owner; and

(2) In the event the owner seeks to rent the remodeled unit within six months following the completion of the remodeling work, the evicted tenant shall have the right of first refusal to reoccupy and rent the unit, unless the owner provides a written waiver by the tenant of their right to reoccupy the premises pursuant to this subsection.

(Ord. No. 3012)

#### **SEC. 27-5. JUST CAUSE CURABLE LEASE VIOLATION.**

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

(B) Any written notice to cease or correct must:

(1) Be dated and served upon the tenant, pursuant to at least one of the methods authorized under Cal. Code of Civil



Procedure, Section 1162, as may be amended;

- (2) Inform the tenant that failure to cure may result in the initiation of eviction proceedings;
- (3) Inform the tenant of the right to request a reasonable accommodation;
- (4) Inform the tenant of the contact number for the city; and

(5) Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the tenant determine the date(s), place(s), witness(es), and/or circumstance(s) that support the reason(s) for the eviction.

(Ord. No. 3012)

#### **SEC. 27-6. NO-FAULT JUST CAUSE TENANT RELOCATION ASSISTANCE.**

(A) For a tenancy for which just cause is required to terminate the tenancy under this article, if an owner of residential real property issues a termination notice based on a no-fault just cause as defined in section 27-4, the owner shall, regardless of the tenant's income, provide a direct payment to the tenant as described in subsection (C) below.

(B) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance and all other rights pursuant to this section.

(C) The amount of relocation assistance shall be equal to: (i) two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy, or (ii) \$5,000, whichever is greater. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

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

(2) The relocation assistance required by this section shall be credited against any other relocation assistance required by any other law.

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

(Ord. No. 3012)

#### **SEC. 27-7. EXEMPTIONS.**

This article shall not apply to the following types of residential real properties or residential circumstances:

(A) Transient and tourist hotel occupancy as defined in Cal. Civil Code, Section 1940(b), and properties that have obtained a City of Oxnard short term vacation rental permit and are operating in compliance with that permit and regularly remitting the required transit occupancy tax demonstrating active use as a vacation rental property.

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

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

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

(E) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two bedrooms.

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

(Ord. No. 3012)

#### **SEC. 27-8. DEFINITIONS.**

For the purposes of this article, the following definitions shall apply:

(A) "Owner" and "residential real property" - Have the same meaning as those terms are defined in Cal. Civil Code, Section 1946.2.

(B) "Tenancy" - The lawful occupation of residential real property, including accessory dwelling units, or mobile home spaces that are not subject to Chapter 24, Mobile Home Parks, of the Oxnard City Code, and includes a lease or sublease, as such may be subject to local ordinance.

(Ord. No. 3012)

#### **SEC. 27-9. NOTICES.**

(A) *Notice of existence of this chapter.*

(1) The owner shall post a notice providing information about the existence of this Chapter 27, including protections related to immigration or citizenship status of tenant found under Cal. Civil Code, Section 1940.35 and Cal. Code of Civil Procedure, Section 1161.4, as may be amended. Notice must be posted in English, Purepecha, Mixteco, Otomi, Tagalog, Zapoteco, Nahuatl, and Spanish in a conspicuous location on the property.

(2) In addition to all other notice requirements specified elsewhere in this article, the owner of any residential real property is required to provide written notice to tenants of their rights under this article as follows:

(a) The notice required by this article must include the following information:

1. The existence and scope of this article; and
2. The right to relocation assistance in limited circumstances pursuant to section 27-6.

(b) The owner must provide tenant with the notice upon serving any notice of change in terms of tenancy.

(c) The owner must provide the notice on or before the commencement of all tenancies initiated after the effective date of this chapter.

(B) *Notice of termination of tenancy.* When terminating a tenancy either at-fault or no-fault, an owner must comply with all of the following:

(1) The owner must serve a written notice in accordance with Cal. Civil Code, Sections 1946 through 1946.5, to the tenant that states that, in addition to any information required by federal or State law, the owner will terminate the tenancy, and that indicates at least one at-fault or no-fault just cause reason; and

(2) The owner has not accepted and will not accept rent or any other consideration in return for the continued use of the residential property beyond the term of the terminated tenancy in compliance with Cal. Civil Code, Sections 1945 through 1946.5; and

(3) The owner qualifies the termination as at-fault or no-fault just cause; and

(4) The owner has submitted to the city, within five days after service of the notice of termination on the tenant, a true and accurate copy of the owner's written notice of termination, and proof of such service, signed by the owner under penalty of perjury, on the tenant. The owner shall maintain proof of service to the city as evidence that the owner has complied with this section.

(5) When the owner and tenant have entered into a written lease, the owner must provide the notice in the language used in the lease, in addition to English. When the owner and tenant have not entered into a written lease, the owner must provide the notice in the language that the owner and tenant used to negotiate the terms of the tenancy, in addition to English.

(C) *Notice as addendum to lease or rental agreement.* An owner of residential real property subject to this section shall provide notice to the tenant as follows:

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

(2) The owner must provide the notice in the language that the owner and tenant used to in the lease, in addition to English.

(3) For a tenancy existing prior to the effective date of this article, by written notice to the tenant no later than 30 days after the effective date of this article, or as an addendum to the lease or rental agreement.

(4) The notification or lease provision shall be in no less than 12-point type, and shall include the following: "The Oxnard City Code provides that after all of the tenants have continuously and lawfully occupied the property for at least 30 days, an owner must provide a statement of cause in any notice to terminate a tenancy. In addition, Oxnard City Code provides tenants evicted for no-fault just cause with the right to relocation payments. See Chapter 27 of the Oxnard City Code for more information."

(5) Owners must provide the notice to tenants in writing if the application and lease are processed in writing, electronically if the application or lease are processed electronically, or both if both methods are utilized. The provision of the notice shall be subject to Cal. Civil Code, Section 1632.

(Ord. No. 3012)

## **SEC. 27-10. ADDITIONAL TENANT PROTECTIONS.**

(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this article.

(B) Once established by the city council, all owners with rental units shall pay the tenant protection program fee, as established by city council resolution. The tenant protection program fee is to fund the city's cost to implement and enforce the provisions of this article.

(C) It is illegal for an owner or representative to retaliate against a tenant for lawfully and peaceably exercising their legal

rights, including but not limited to, the right to file a complaint with code compliance. No owner may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of any remedy provided by this article.

(D) Any provision of a rental housing agreement that purports to waive any provision of this article is void as against public policy.

(E) An owner's failure to comply with any requirement of this article is an affirmative defense in an unlawful detainer or other action brought by the owner to recover possession of the rental unit.

(Ord. No. 3012)

#### **SEC. 27-11. VIOLATIONS.**

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

(B) Any person whose rights pursuant to this article have been violated shall have the right to file an action for injunctive relief and damages. Whoever is found to have violated this article shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorney fees. Treble damages shall be awarded for willful failure to comply with the relocation payment obligations established by this article. Any action pursuant to this article shall be a civil matter and adjudicated through civil court.

(Ord. No. 3012)

#### **SEC. 27-12. SUNSET.**

This article shall automatically sunset on December 31, 2030.

(Ord. No. 3012)



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 26, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** Approving the Purchase of Real Property located at 800 W. 2<sup>nd</sup> Street, Antioch, CA (APN 066-091-017); Authorizing Acting City Manager to Execute the Purchase and Sale Agreement and Joint Escrow Instructions with SKEJUL, LLC; Approving Certain Related Actions; And Making CEQA Exempt Findings

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the purchase of the real property located at 800 W. 2<sup>nd</sup> Street, Antioch, California (APN 066-091-017) ("Property"); authorizing the Acting City Manager or designee to execute the Purchase and Sale Agreement and Joint Escrow Instructions with SKEJUL, LLC for purchase of the Property with a purchase price in the amount of \$1,830,000.00 plus closing costs and fees, and take all related actions necessary to complete the acquisition; and making a finding that the purchase of the Property is found to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA).

### **FISCAL IMPACT**

This action results in an expenditure of \$1,830,000.00 plus escrow closings costs and fees estimated to be approximately 5-8% of the purchase price with the source of funding coming from American Rescue Plan Act ("ARPA") funds allocated to the City. Staff is recommending the budgeted ARPA funds for the Public Safety and Community Resources Department building be used to complete the purchase of the property at 800 W. 2<sup>nd</sup> Street.

### **DISCUSSION**

Seller, SKEJUL, LLC, owns and has listed the Property for sale. The Property is located at 800 W. 2<sup>nd</sup> Street, Antioch and consists of approximately 0.29 acres of land, all together with improvements of an approximately 9,898 square feet 2-story office building and gated parking lot. The acquisition of this Property is desirable due to its proximity to City Hall. The intended use of Property would be for the City's use and purposes, which include office space for city departments that currently have space constraints.

The purchase of the Property has been reviewed and determined to be exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301, Existing Facilities and 15061(b)(3), Common Sense Exemption. The proposed purchase is merely for the acquisition of the fee interest in real property and the City intends to continue to use the Property in the same manner as it is currently being used.

### **ATTACHMENTS**

- A. Resolution
  - Exhibit A to Resolution - Depiction of Property
  - Exhibit B to Resolution - Purchase and Sale Agreement and Joint Escrow Instructions
- B. Letter of Intent to Purchase and Sale Agreement

RESOLUTION NO. 2024-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 800 W. 2<sup>ND</sup> STREET, ANTIOCH, CALIFORNIA (APN 066-091-017); AUTHORIZING ACTING CITY MANAGER OR DESIGNEE TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH SKEJUL, LLC; APPROVING CERTAIN RELATED ACTIONS; AND MAKING CEQA EXEMPT FINDINGS**

**WHEREAS**, pursuant to California Government Code Section 37350, the City of Antioch ("City") is statutorily authorized to purchase real property, by a negotiated agreement with the owner of the real property, and to control it for the common benefit of the City;

**WHEREAS**, SKEJUL, LLC, a California limited liability company, ("Seller") is the owner of and has offered for sale that certain real property located within the City of Antioch at the intersection of West 2<sup>nd</sup> Street and I Street (APN 066-091-017), California, consisting of approximately 0.29 acres of land (12,632 sq. ft.), together with certain improvements, including an approximately 9,898 square feet standalone 2-story office building and a secured parking lot, as depicted in the attached **Exhibit A** (the "Property");

**WHEREAS**, the Property is located in proximity to and diagonally across from Antioch City Hall, located at 200 H Street, Antioch, California;

**WHEREAS**, the improvements on the Property consists of a 2-story office building with an elevator, a secured lobby and reception area, equipped with a natural gas back-up generator, and a gated entry to the parking lot with 16 parking spaces;

**WHEREAS**, the Seller desires to sell the Property to the City and the City desires to purchase the Property from the Seller pursuant to the negotiated terms and conditions of that certain Purchase and Sale Agreement and Joint Escrow Instructions between the City and the Seller, and upon acquiring the Property, the City intends to use the Property for the City's use and purposes;

**WHEREAS**, the negotiated purchase price for the Property is One Million Eight Hundred Thirty Thousand Dollars (\$1,830,000) and will be purchased using budgeted funds for the Public Safety and Community Resources Department building from the City's American Rescue Plan Act allocation received;

**WHEREAS**, the purchase price for the Property has been determined to be fair market value for this Property based upon negotiations between the parties and an appraised value of the Property;

**WHEREAS**, the proposed purchase of the Property is in the best interest of the City and the residents of the City and are in accordance with the public purposes set forth in applicable law;

**WHEREAS**, the purchase of the Property is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") based on the findings further set forth in this Resolution; and

**WHEREAS**, the City Council has reviewed this Resolution and now desires to approve the purchase of the Property and the Purchase and Sale Agreement and Joint Escrow Instructions, attached to this Resolution as Exhibit "B," purchasing the Property from the Seller for the City's use and purposes and to authorize certain related actions, based on the findings and justifications contained in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch does hereby find, determine, and order as follows:

**SECTION 1:** The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council.

**SECTION 2:** ARPA funds budgeted for the Public Safety and Community Resources Department building will be utilized to complete the purchase of 800 W. 2<sup>nd</sup> Street.

**SECTION 3:** The City determines that this Resolution and the actions authorized hereunder are categorically exempt from environmental review pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule Exemption; which categorical exemptions for existing facilities applies to the purchase of the Property because the City is merely purchasing the fee interest in the Property, and to continue the use of the property with the existing building and parking lot facilities, involving negligible or no expansion of existing or former use, and it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

**SECTION 4:** The purchase of the Property for **One Million Eight Hundred Thirty Thousand Dollars (\$1,830,000)** from the Seller and the Purchase and Sale Agreement and Joint Escrow Instructions between the City and Seller, attached hereto as **Exhibit B**, for the purchase and sale of the Property to the City for the City's use and purposes is hereby approved and may be executed in substantially the same form as the attached **Exhibit B**, subject to changes as may be approved by the City Attorney.

**SECTION 5:** The Acting City Manager is authorized and directed to execute the Purchase and Sale Agreement and Joint Escrow Instructions in a form approved by the City Attorney and to take such other actions and execute such other documents, subject



to the approval of form by the City Attorney, as are necessary to effectuate the intent of this Resolution.

**SECTION 6:** The City Council directs the Acting City Manager or designee to file a Notice of Exemption with the County Clerk for the County of Contra Costa within five (5) working days of the date of this Resolution.

**SECTION 7:** If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

**SECTION 8:** This Resolution shall become effective immediately upon adoption and the City Clerk shall certify to the adoption of this Resolution.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26th day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**EXHIBIT A**

**DEPICTION OF PROPERTY**



**EXHIBIT B**

**PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTION**

## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is made as of \_\_\_\_\_, 2024 (the “**Effective Date**”), between SKEJUL, LLC, a California limited liability company (“**Seller**”), and CITY OF ANTIOCH, a California municipal corporation (“**Buyer**”); sometimes hereinafter individually referred to as a “**Party**” or collectively referred to as the “**Parties**”.

### RECITALS

A. Seller is the owner of certain real property (the “**Real Property**”), located at 800 W. 2<sup>nd</sup> Street, in the City of Antioch, Contra Costa County, State of California, identified with Assessor’s Parcel Number 066-091-017, more particularly described in **Exhibit A**, attached hereto and by this reference incorporated herein, and certain improvements and other property as further described below.

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer on the terms and conditions in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

### ARTICLE 1. AGREEMENT OF SALE.

Subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following (collectively, the “**Property**”):

1.1 Land. The real property which is more particularly described in **Exhibit A**, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (collectively, the “**Land**”);

1.2 Improvements. Any and all structures, systems, facilities, fixtures, fences and parking areas located on the Land and any and all machinery, equipment, apparatus and appliances used in connection with the operation or occupancy of the Land (such as heating and air conditioning systems and facilities used to provide utility services, refrigeration, ventilation, garbage disposal or other amenities on the Land) and other improvements located upon the Land, including, but not limited to, a two-story standalone approximately 9,898 sq. ft. office building with an elevator, equipped with a natural gas back-up generator, a gated parking lot with 16 parking spaces, with related improvements and personal property and intangible property, located on the Real Property (collectively, the “**Improvements**”).

The Land and the Improvements shall collectively be referred to in this Agreement as the “**Property**”

1.3 Personal Property. All of Seller's right, title and interest in and to any personal property located within or used in connection with the Property, including, without limitation, that described in the Personal Property Inventory attached hereto as **Exhibit B**, attached hereto and by this reference incorporated herein (collectively, the "**Personal Property**").

1.4 Service Contracts. Those Service Contracts (defined in Section 5.7) which Buyer has expressly agreed to assume as further described in Section 5.7 herein this Agreement; and

1.5 Other Assets. To the extent owned by Seller, all tangible and intangible assets of any nature relating to the Property or the Personal Property, including without limitation (a) all warranties upon the Improvements or Personal Property, to the full extent such warranties are assignable, (b) copies of all plans, specifications, engineering drawings and prints relating to the construction of the Improvements, (c) all license agreements, copyrights, logos, designs, trademarks, trade names, service marks and all goodwill associated with the Property, (d) all other intellectual or intangible property used by Seller in connection with the Property; and (e) all claims and causes of action arising out of or in connection with the Property.

## ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be One Million Eight Hundred Thirty Thousand Even Dollars and Zero Cents (\$1,830,000.00).

2.2 Deposit/Purchase Price. Within ten (10) business days of opening escrow, Buyer shall deposit One Hundred Thousand Even Dollars and Zero Cents (\$100,000.00) into Escrow (as defined below) with the Escrow Holder into an interest bearing account on behalf of Buyer (the "**Deposit**"). The deposit shall be refundable to Buyer in the event Buyer elects to terminate this Agreement during its forty-five (45) Due Diligence Period. In the event Buyer waives or releases its contingencies by the expiration of the Due Diligence Period, including any extension periods, the Deposit will become non-refundable and applicable towards the Purchase Price. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. The failure of Buyer to make the Deposit within the time frame specified in this Section shall be material breach of this Agreement and Seller may terminate the Agreement. Buyer shall pay the Purchase Price to Seller through escrow at the Closing described in Section 9.1. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow the Purchase Price, subject to adjustment by reason of any applicable prorations, credits and the allocation of closing costs described below. The Deposit and Purchase Price shall be made by wire transfer of immediately available funds. Notwithstanding anything herein to the contrary, One Hundred Dollars (\$100.00) of the Initial Deposit (the "**Independent Consideration**") shall not be refundable to Buyer, but shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall be paid to Seller within three (3) days of the Effective Date. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained. If the Deposit is refunded to Buyer for any reason pursuant to this Agreement, the Independent Consideration shall be subtracted from the Deposit pursuant to this Section.

## ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The Buyer shall have forty-five (45) business days

to conduct its due diligence and review of all documents delivered to Buyer (the “**Due Diligence Period**”) commencing the date on which Buyer has received all of the Due Diligence Documents (defined in Section 3.2) from Seller. Buyer may extend the Due Diligence Period by one period of thirty (30) business days at no additional cost by giving notice five (5) business days before the end of the original Due Diligence Period.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation (“**Due Diligence Investigation**”) may include, at Buyer’s option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, engineering evaluations of the mechanical, electrical, HVAC and other systems in the Improvements and review of the Plans; review of all governmental matters affecting the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to the operation of the Property; review of the condition of title to the Property, including the building, structural system and roof inspection; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 3.2, Buyer and its representatives shall have the right of access during reasonable business hours to all files, books and records maintained by Seller or its agents (including, without limitation, all of the Additional Documents to be made available to Buyer at the Property pursuant to Section 3.3), wherever located, relating to the Property, including the right to copy the same. Buyer and its representatives shall also have the right of access to the Property during reasonable business hours to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to Buyer, its agents, engineers, analysts and representatives, at Buyer’s sole expense, to conduct the inspections of the Property, Seller’s records, or provide information to Buyer so long as it is within Seller’s control.

3.1.3 Physical and Environmental Assessment. Buyer shall have the right to obtain additional reports without liability or expense to the Seller. Seller hereby grants to Buyer, its employees, agents, contractors and nominees, the right to enter onto the Property throughout the term of this Agreement to conduct such tests, inspections and studies as Buyer may deem appropriate, including, but not limited to, any or all of the following: environmental site assessments (which may include a Phase II assessment) and further environmental investigations, geologic evaluations, plant and equipment inspections, inventory inspections and review and evaluation of Buyer’s permits and reclamation obligations. Buyer shall not perform any boring or invasive testing without the prior approval of Seller. If Closing does not occur for any reason other than breach by Seller, Buyer shall provide to Seller a copy of any written material related to the investigations allowed under this paragraph. Buyer agrees to keep the Property free and clear of any liens caused by any such entry by Buyer upon the Property, and to repair any damage caused by such tests, inspections and studies, except that Buyer shall not be responsible for any damage related to or resulting from the discovery or disturbance of any Hazardous Substances on the Property. Except for claims arising out of Seller’s negligence, Buyer agrees to indemnify, protect, defend, and hold Seller free and harmless against any claims for personal injury or property

damage resulting from Buyer's accessing the Property and conducting tests, inspections and studies thereon and from any liens asserted against the Property as a consequence of such entry, or work, labor, and materials rendered by persons acting on behalf of Buyer, except that Buyer shall not be required to indemnify or hold Seller harmless from any claims related to or resulting from the discovery or disturbance of any Hazardous Substances on the Property.

3.2 Delivery of Preliminary Documents. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") in Seller's possession or control.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than ten (10) days before the Effective Date, covering the Property and issued by a title insurance company or companies acceptable to Buyer (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Plans. Copies of all as-built plans and specifications for the Improvements, including without limitation the plans and specifications for and a complete description of all existing renovations and improvements to the Property and all rentable space therein, and as-built drawings for all underground utilities (collectively, the "**Plans**"), together with a certificate from an architect approved by Buyer certifying to Buyer that the Improvements were constructed and completed in accordance with the Plans;

3.2.3 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.4 Engineers' Reports. Any structural, mechanical, environmental or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control;

3.2.5 Operating Statements; Tax Bills. Copies of operating statements for the Property certified by Seller including an itemization of income and expenses and copies of all real property tax bills for the Property for such periods;

3.2.6 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with construction or occupancy of the Improvements, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and licenses;

3.2.7 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Effective Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property, accompanied by Seller's summary of (a) any oral reports from such insurance companies or governmental agencies, and (b)



the present status of any matter noted in any oral or written report.

3.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property in accordance with Section 3.1, the documents and information described in this Section 3.3 (collectively, the “**Additional Documents**”):

3.3.1 Agreements. Copies of written, and written descriptions of oral, easements, covenants, restrictions, agreements, contracts and other documents, whether existing or, to the knowledge of Seller, proposed as of the Effective Date, including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have not been delivered to Buyer pursuant to Section 3.2. If no such documents exist, Seller shall furnish its certification to that effect;

3.3.2 Warranties/Roof Inspections/HVAC Inspections. Copies of any and all guarantees or warranties and other rights given to Seller in connection with the construction, maintenance, repair or remodeling of the Improvements, periodic inspections, or the purchase of any of the Personal Property. If no such documents exist, Seller shall furnish its certification to that effect;

3.3.3 Insurance Policies. Copies of certificates evidencing the insurance carried by Seller of the Property;

3.3.4 Other Documents. All data, correspondence, documents, agreements, waivers, notices, applications and other records with respect to the Property relating to transactions with taxing authorities, governmental agencies, utilities, vendors and others with whom Buyer may be dealing from and after the Closing Date;

3.3.5 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request; and

3.3.6 Seller Disclosures. Upon execution of the formal agreement between the parties, Seller shall deliver to Buyer true, accurate and complete copies of all written materials relating to any unrecorded and recorded encumbrances affecting the Property or the physical condition of the Property that are in the possession of, or are available to, Seller, including, but not limited to, all engineering reports, title policies; surveys; maps; soils reports; environmental inspections and reports; hazardous waste reports; environmental impact reports; correspondence, if any, with governmental agencies; permits, entitlements and land use approvals and rights; a written description of all reclamation obligations together with any and all documentation and agreements concerning such reclamation obligations; and any other agreements and documents which relate to the Property. If any additional documents, information or materials become available to Seller at any time prior to the close of Escrow, then Seller shall immediately deliver complete copies thereof to Buyer.

3.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer’s Due Diligence Investigation, in the exercise of Buyer’s sole discretion, by written notice delivered to Seller and Escrow Holder no later than the expiration of the Due Diligence Period or by the end of the extended Due Diligence Period if exercised by the Buyer. Buyer’s disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer’s desire to enter into negotiations with Seller

for the purpose of reaching an accommodation concerning the disapproval. If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within ten (10) days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within five (5) business days of such termination.

### 3.5 Title Review.

3.5.1 Monetary Liens. At Seller's expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

3.5.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion, within the later of (i) fifteen (15) business days after Buyer's receipt of such Preliminary Title Report, together with copies of all documents referred to therein, or (ii) by the expiration of the Due Diligence Period, including any extension periods. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller and Escrow Holder written notice of termination or (b) give Seller and Escrow Holder a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within ten (10) days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 9.6.1.

3.5.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least five (5) days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.5.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 9.6.1.

3.5.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have disapproved the same.

#### ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to and conditioned upon the satisfaction of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.4;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.5.

4.1.3 Title Policy and Status of Title. Seller shall deliver to Buyer, (a) A title commitment proposing to insure Buyer as the owner of the Property in the amount of the purchase price, with copies of all exceptions or matters referenced on the title commitment ("**Title Policy**"); and (b) The existing "as-built" survey for the Property within ten (10) business days following the execution of this Agreement (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 3.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**"). Title to the Property shall be delivered free and clear of all liens, encumbrances, easements, leases, contracts, covenants and other matters except for those matters approved by Buyer as set forth in Section 3.5 above. At closing, Seller shall, at its expense, provide a standard ALTA policy of Title Insurance in the amount of the purchase price, issued by Escrow Holder's underwriter. Buyer has the right to conduct a survey, at Buyer's expense, and obtain an extended ALTA policy, with the extended policy premium at Buyer's expense.

4.1.4 Performance of Disclosures, Deliveries and Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement, including without limitation, providing all the disclosures, deliveries and covenants, to be performed and complied with by Seller prior to or at the Closing.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of **Exhibit C**, attached hereto and by this reference incorporated herein.

4.1.7 California Certification. Seller having furnished the residency certification required pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code ("**Form 593**") or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

4.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to and conditioned upon the satisfaction of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived

in whole or part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

## ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Subject to Buyer's opportunity to conduct its Due Diligence Investigation of the Property, Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 Defects. The Improvements and the Personal Property are in good condition and repair and are free of any latent or patent design, construction, physical or mechanical defects and there is no actual or threatened settlement, earth movement, termite infestation or damage affecting the Property.

5.2 Compliance. The Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and Seller has not received any notice of any violation of the same. Seller has not received any request either formal or informal, oral or written, that Seller modify or terminate any use of the Property. The zoning of the Property permits the current Improvements and use of the Property, and, there is no pending or to Seller's knowledge, contemplated rezoning. The Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Property to Buyer.

5.3 Documents. All of the Preliminary Documents and the Additional Documents which have been delivered or made available to Buyer pursuant to Article 3, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any information required to make the submission thereof accurate and complete in all material respects.

5.4 Taxes and Condemnation. There are no presently pending or, contemplated special taxes or assessments which will affect the Property. There are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

5.5 Utilities. All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law or by the normal operation of the Property, are (a) installed to the property lines of the Property, (b) connected to the Property, (c) adequate to service the Property in its present use and to permit full compliance with all requirements of law and normal usage by the occupants of the Property and (d) in good working order and repair. All such utilities and storm and sanitary sewers required for the operation of the Property enter the Land through adjoining public streets or through adjoining private land in accordance with valid public or private easements that will inure to the benefit of Buyer.

5.6 Licenses. Seller has all required licenses, permits (including, without limitation,

all building permits and occupancy permits), easements and rights-of-way which are required in order to continue the present use of the Property. Seller has no knowledge of any law or regulation of any governmental authority having jurisdiction which might require the Property to be improved beyond its present state or which might restrict the use and enjoyment of the Property in the manner it is presently being used and enjoyed.

5.7 Contracts/Leases/Occupancy Rights. **Schedule G1** to the General Assignment, attached as **Exhibit E** and by this reference incorporated herein, contains a description of all contracts entered into by Seller or its property manager or leasing agent relating to the management, maintenance, leasing or operation of the Property ("**Service Contracts**"). Except for the Service Contracts, there are no agreements or other obligations to which Seller is party or, to Seller's knowledge, by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property. Except as set forth in Section 5.7, Seller has fully performed all the obligations required to be performed by Seller under the Service Contracts, and to Seller's knowledge, the other parties to the same are not in default thereunder. There are no collective bargaining agreements, other union contracts of any nature, pension plans or other benefit plans of any nature in existence to which Seller is a party and which affect the Property or the operation thereof.

5.8 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.9 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

5.10 Hazardous Materials. Seller agrees to complete an environmental questionnaire for the Phase 1 report provider.

5.10.1 Definitions. For purposes of this Agreement:

(a) "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., [The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq.], as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or

as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) “**Release**” means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.10.2 Representations. Except as otherwise disclosed in Section 5.10.2:

(a) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) Neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) There is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) All required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) There exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller’s knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) There are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(g) No asbestos abatement or remediation work has been performed on the Property.

(h) There is no PCB-containing equipment or PCB-containing material located on or in the Property.

5.11 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. There are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has

enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

5.12 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller (or its board of directors or shareholders) in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.13 Parking. Seller has received no written notice from any governmental agency that the parking spaces on the Property are in violation of law.

5.14 Zoning. Seller has received no written notice from any governmental agency that the Property is not in compliance with zoning requirements and laws.

5.15 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.16 No Employees. There are no on-site employees of Seller at the Property except \_\_\_\_\_. On or before Closing, Seller shall terminate any employees at the Property and any residence or occupancy thereof and] Buyer shall have no obligation to employ [or continue to employ any individual employed by Seller or its affiliates in connection with the Property.

5.17 Inspections. Information provided pursuant to this Section 5.17 that accurately describes (a) all inspections of the Property by any governmental agency or insurance company occurring within three (3) years prior to the Effective Date, (b) all matters which were noted by such governmental agency or insurance company as requiring correction, requesting or recommending modifications or termination of uses of the Property and (c) the present status of each such noted matter.

5.18 Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 5 nor elsewhere in this Agreement contain any untrue statement or any omission of a material fact. Seller has no documents in its possession, nor has any knowledge, that omits material facts related to the property or which would contradict or negate any of its representations contained in this Agreement.

## ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no



further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

## ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty, covenant by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

7.3 Indemnification by Seller. Seller's obligations pursuant to this Section 7.3 shall survive the Closing. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Buyer, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement and clean-up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "**Losses**"), arising directly or indirectly, in whole or in part, out of any one or more of the following:

7.3.1 the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement;

7.3.2 Seller's ownership of the Property or the operation of the Property prior to the Closing Date; or

7.3.3 the presence on, in or under the Property of any Hazardous Material on or before the Closing Date, any Release of any Hazardous Material, on, under or from the Property prior to the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials on or before the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph 7.3.3 shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the

Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity; or

7.3.4 from the provisions of any statute, state or federal; and liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

#### ARTICLE 8. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

8.1 Contracts and Documents. Seller shall not, without Buyer's approval, not to be unreasonably withheld or delayed, (a) amend or waive any right under any Service Contract, Preliminary Document or Additional Document, or (b) enter into any material agreement of any type affecting the Property that would survive the Closing Date.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

8.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under the Service Contracts, the other Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Termination of Contracts. Seller at its sole cost and expense shall terminate all of the Service Contracts described in Section 5.7 at or before the Closing Date, except for those contracts which Buyer expressly agrees to assume and which are actually assumed by Buyer pursuant to Section 9.3.3.

8.6 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property, or remove any of the Personal Property therefrom, without Buyer's prior consent, unless such Personal Property so removed is simultaneously replaced with new Personal Property of similar quality and utility.

8.7 Deliveries. Unless a time to deliver to Buyer is otherwise provided, before or at closing, Seller, at Seller's expense, shall deliver to Buyer the items described in the Agreement and all other items that are reasonably requested by Buyer to transfer all right, title and interest of Seller

in the Property to Buyer, and to give Buyer assurances regarding environmental, operational and other information with respect to the prior history and use of the Property.

8.8 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 4.1 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in Article 5 becoming false or incorrect.

#### ARTICLE 9. CLOSING.

9.1 Time. The Parties shall close this transaction (the “**Closing**”) within thirty (30) days after the conditions precedent to closing set forth in Article 4 have been either satisfied or waived (the “**Closing Date**”), as such date may be extended by the provisions of Article 10.

9.2 Escrow. This Article 9, together with such additional instructions as \_\_\_\_\_ Title Company, Attention: \_\_\_\_\_, \_\_\_\_\_, California \_\_\_\_\_, \_\_\_\_\_ (“**Escrow Holder**”), shall reasonably request and the Parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder’s additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder’s obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company’s commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 Seller’s Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer (“**Grant Deed**”) in the form attached as **Exhibit F**, attached hereto and by this reference incorporated herein;

9.3.2 A duly executed bill of sale, in the form of **Exhibit D**, attached hereto and by this reference incorporated herein, conveying the Personal Property to Buyer free and clear of liens, encumbrances and restrictions (“**Bill of Sale**”);

9.3.3 A duly executed assignment, in the form of **Exhibit E**, assigning to Buyer all of Seller’s interest (a) in the Plans, (b) in all warranties of which Seller is the beneficiary with respect to the Property, (c) in all intangible assets of the Property, and (d) in the Service Contracts which Buyer has elected to assume (the “**General Assignment**”);

9.3.4 The originals (or copies if originals are unavailable) of the Service Contracts Buyer has elected to assume, if any, and estoppel certificates from the other parties to such Service Contracts in form and substance satisfactory to Buyer;

9.3.5 The following costs of Closing: one-half of city transfer taxes (if any), sales tax and any other costs of Closing customarily paid by sellers of real property, plus or minus prorations as provided in Section 9.8; provided that, subject to Section 9.6, Buyer and Seller shall

bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

9.3.6 At closing, Seller shall, at its expense, provide or cause to be provided a standard ALTA policy of Title Insurance in the amount of the purchase price, issued by Escrow Holder's underwriter, to Buyer.

9.3.7 Seller's Non-foreign Certification;

9.3.8 All records and files relating to the management or operation of the Property, including, without limitation, property tax bills, insurance, and property taxes; and

9.3.9 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.3.10 Assignment and Assumption of Leases, if any;

9.3.11 Form 593;

9.3.12 Notice letter to tenants regarding new owner and addresses for payment of rent payment ("**Tenant Notice Letter**").

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

9.5.1 The Purchase Price in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by electronic transfer of funds to Escrow Holder, on or before the Closing Date; and

9.5.2 The following costs of Closing: the extended increment of the premium for the ALTA Title Policy, one-half of city transfer tax, recording fees (if any), documentary transfer taxes (if any) and fees, sales tax and any other costs of Closing customarily paid by buyers of real property, plus or minus prorations as provided in Section 9.8; provided that, subject to Section 9.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement

9.5.3 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.4 (disapproval of Due Diligence Investigation), Section 3.5 (disapproval of title) or Article 10 (damage or

condemnation). In such event, the Parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

(b) Seller's Remedies/Liquidated Damages. IF BEFORE THE CLOSE OF ESCROW BUYER FAILS TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND (EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 9.6) DOES NOT CURE SUCH FAILURE WITHIN TEN (10) BUSINESS DAYS AFTER SELLER'S WRITTEN NOTICE OF SUCH FAILURE, THEN SELLER MAY THEREAFTER: (I) TERMINATE THIS AGREEMENT; AND (II) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS AFTER BUYER'S APPROVAL PERIOD AS ITS SOLE REMEDY FOR SUCH DEFAULT. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BY REASON OF BUYER'S DEFAULT, BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER OBLIGATION TO EACH OTHER WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY EXCEPT FOR ANY OBLIGATIONS WHICH EXPRESSLY SURVIVE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BUYER AND SELLER: THAT SELLER WILL INCUR SUBSTANTIAL DAMAGES AS A RESULT OF ANY FAILURE BY BUYER TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT; THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO CALCULATE AND ASCERTAIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED IN SUCH EVENT BY SELLER; AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER MAY BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY THE PARTIES WOULD HAVE IN DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER.

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SELLER'S INITIALS

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BUYER'S INITIALS

(c) Waiver of Specific Performance. SELLER HEREBY WAIVES

THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND SELLER AGREES THAT SELLER CAN BE ADEQUATELY COMPENSATED IN MONEY DAMAGES IF BUYER FAILS TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO BUYER FOR ENTERING INTO THIS AGREEMENT AND THAT BUYER WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS PARAGRAPH.

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SELLER'S INITIALS

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BUYER'S INITIALS

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Cause the Title Company to issue the Title Policy to Buyer;

9.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) fully executed original counterparts of the Bill of Sale, the General Assignment; and (c) the Seller's Certificate, the Service Contracts referred to in Section 9.3.3, the Non-foreign Certification;

9.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 9.8) to Seller;

9.7.5 Deliver or mail Tenant Notice Letter to tenants for each Lease.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Prorations. Subject to the other provisions of this Section 9.8, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than five business days prior to the Closing, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed, including all rents and operating expenses. Security deposits shall be credited to Buyer from Seller proceeds. The Parties shall agree on a final prorations schedule prior to the Closing and shall deliver the same to Escrow Holder. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the Parties shall promptly make any adjustment required. The Parties agree that any trailing bills that pertain to the Property operations before the Closing Date, which are not available as of Closing, may be presented to Buyer for proration and reimbursement up to forty five (45) days after Closing. Failure to provide any bills by such date shall be a waiver by Seller of such reimbursement and Buyer shall have no further obligation for any such bills and Property expenses. This Section 9.8 shall survive closing.

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SELLER INITIALS

9.8.1 Capital Expenditures and Accounts Payable. All capital and other improvements (including labor and material) which have been performed or contracted for, by or on behalf of Seller prior to the Closing Date, and all sums due for accounts payable which have been incurred with respect to the Property prior to the Closing Date shall be paid by Seller and shall be subject to the indemnification provisions of Section 7.3. Buyer shall furnish to Seller for payment any bills for such period received after the Closing Date, and Buyer shall have no further obligation with respect thereto.

9.8.2 Property Taxes. General real estate taxes, water or sewer rates and charges (if not metered), personal property taxes, or any other governmental tax or charge levied or assessed against the Property (collectively, the “**Taxes**”), relating to the Property and payable during the year in which Closing occurs shall not be prorated between Seller and Buyer in Escrow. Upon recordation of the Grant Deed, Buyer will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing Seller shall pay through Escrow or out of Seller’s proceeds, the full amount of the installment applicable for the period in which Closing occurs. Seller shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the county assessor. Seller retains the right, following close of escrow, to apply to the appropriate governmental authority/ies for refund of real property taxes pursuant to Revenue and Taxation Code Section 5096.7 (or such other applicable law), and Buyer shall reasonably cooperate with Seller’s efforts to obtain said refund.

9.8.3 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

9.9 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the Conditions of Title.

#### ARTICLE 10. DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this Article 10. Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a “**material part**” of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds 25% of the value of the Improvements; and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a “**material part**” of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds 25% of the value of the Improvements. Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1



if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Article 10.

#### ARTICLE 11. GENERAL.

11.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. Email notices may be used for convenience only, unless otherwise agreed by the Parties in writing, and shall be deemed delivered one (1) business day after delivery if sent after 5 pm, or received the same day if sent on a business day between 8 am and 5 pm, and a duplicate shall be sent via USPS on the same day as the email.

The addresses for notice are:

SELLER:	SKEJUL, LLC
	Attn _____
	_____
	_____
	Phone: _____
	Email: _____
With a copy to:	_____.
	Attn _____
	_____
	_____
	Phone: _____
	Email: _____

BUYER:	CITY OF ANTIOCH
	Attn: City Manager
	200 H Street
	Antioch, CA 94509
	Phone: (925) 779-7011

Email: \_\_\_\_\_

With a copy to:

CITY OF ANTIOCH  
Attn: City Attorney  
P.O. Box 5007  
Antioch, CA 94531-5007  
Phone: (925) 779-7015  
Email: \_\_\_\_\_

Either party may change its address by written notice to the other given in the manner set forth above.

11.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

11.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

11.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

11.7 Confidentiality and Publicity. Buyer is a public entity and as such, this Agreement, upon its presentation for approval at Buyer's City Council at a duly called and agendized public meeting, shall be subject to the Public Records Act and the Freedom of Information Act. No press release or other public disclosure may be made by Seller or any of its agents regarding Buyer's intent for this Property this transaction without the prior consent of Buyer.

11.8 Time. Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

11.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

11.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

11.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

11.12 Cooperation With Exchange. Buyer agrees to cooperate with the other if Seller intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller shall indemnify and defend and hold Buyer harmless from any claims, loss, damages or liability arising out of participation in an exchange.

11.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

11.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.15 Commissions, Indemnity, Disclosure. Under separate agreement, Seller shall pay

[name]     (Broker) for its services as broker for Seller in this transaction. Each party represents to the other party that there is no other broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall be responsible for any broker commission associated with this purchase. Seller hereby indemnifies and agrees to protect, defend and hold harmless the Buyer from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 11.15 is intended to be solely for the benefit of the Parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

11.16 Counterparts/Facsimile/PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER:

CITY OF ANTIOCH, a California municipal corporation

By \_\_\_\_\_

Acting City Manager

ATTEST:

By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

SELLER:

SKEJUL, LLC, a California limited liability company

By \_\_\_\_\_

Its \_\_\_\_\_

APPROVED AS TO FORM:  
LAW OFFICES OF \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Attorney for Seller

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

LAND DESCRIPTION

EXHIBIT B

PERSONAL PROPERTY INVENTORY

(If no personal property, note "NONE")



EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF ANTIOCH, a California municipal corporation (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by SKEJUL, LLC (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U.S. employer identification number is \_\_\_\_\_; and

3. The Transferor's office address is \_\_\_\_\_.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: \_\_\_\_\_, 20\_\_\_\_.

SKEJUL, LLC, a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT D  
BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made as of \_\_\_\_\_, 20\_\_\_\_, by SKEJUL, LLC, a California limited liability company ("Transferor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Purchase and Sale Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), Transferor hereby sells, transfers, assigns and delivers to the CITY OF ANTIOCH, a California municipal corporation ("Transferee"), any and all personal property (the "Personal Property") located within or used in connection with that certain improved real property commonly known as \_\_\_\_\_, CA (the "Real Property"). The Personal Property shall include, without limitation, the items described in the Personal Property Inventory attached hereto as Schedule BOS-1.

1. Transferor hereby assigns all warranties, guarantees and indemnities, whether those warranties are express or implied, and all similar rights which Transferor may have against any other manufacturer or supplier of the Personal property or any portion thereof or against any seller, engineer, contractor or builder, in respect of the Personal Property.

2. Transferor warrants that each item of the Personal Property is in good condition, order and repair and suitable for its intended purpose on the date of this Bill of Sale.

3. Transferor at any time at or after the date of this Bill of Sale shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Transferee, and shall take any other action consistent with the terms of this Bill of Sale that may reasonably be requested by Transferee for the purpose of granting and confirming to Transferee, or reducing to Transferee's possession, any or all of the Personal Property. If requested by Transferee, Transferor further agrees to prosecute or otherwise enforce in its own name for the benefit of Transferee any claims, rights or benefits included in the Personal Property that require prosecution or enforcement in Transferor's name. Transferor also hereby appoints Transferee as its agent to act in Transferor's name and on Transferor's behalf to take any action necessary to effect the transfer of any of the Personal Property to Transferee, or prosecute or otherwise enforce any claims, rights or benefits included in the Personal Property in Transferor's name, including bringing suit in Transferor's name.

4. This Bill of Sale shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

DATED: \_\_\_\_\_, 20\_\_\_\_.

TRANSFEROR:

SKEJUL, LLC., a California limited liability company

By \_\_\_\_\_

Its \_\_\_\_\_

SCHEDULE BOS-1

PERSONAL PROPERTY INVENTORY

[List all items here (can use pictures if more descriptive; include model numbers, serial numbers, VINs etc.; if no specific list available, use this phrase in this Schedule:

“All Personal Property existing at the Real Property as of the Closing Date”]

## EXHIBIT E

### GENERAL ASSIGNMENT

This General Assignment (the "Assignment") is dated for reference purposes only as of \_\_\_\_\_, by SKEJUL, LLC, a California limited liability company ("Assignor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), Assignor hereby assigns and transfers to the CITY OF ANTIOCH, a California municipal corporation ("Assignee"), following:

A. All equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the "Contracts") [as more particularly described in Schedule GE-1 attached hereto];

B. All permits, licenses, consents, registrations and other similar approvals applicable to the Real Property (collectively, the "Approvals") [which Approvals are more particularly described in Schedule GE-2 attached hereto];

C. All as-built plans and specifications for: (1) the Real Property; (2) any and all improvements used in connection with the operation or occupancy of the Real Property or located upon the Real Property (the "Improvements"); and (3) any and all personal property owned by Assignor located within or used in connection with the operation of the Real Property and Improvements (the "Personal Property") (collectively, the "Plans"); and

D. All warranties of which Assignor is the beneficiary (the "Warranties") with respect to the Improvements or Personal Property.

This Assignment shall not supersede the Agreement and, in the event of conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

This Assignment shall take effect the last to occur of the following: (i) full execution by all parties and Lessor's consent, as shown by the last date entered below the parties' signatures and (ii) upon the consummation of the transaction between Assignee and Assignor.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

SKEJUL, LLC, a California limited liability  
company

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE GE-1

List all equipment leases, service and/or maintenance agreements and contracts relating to the Real Property - if none known, delete this schedule and bracketed phrase but leave general assignment of unspecified contracts. Leases should have a separate assignment, so do not assign seller's interest in leases in this document.

SCHEDULE GE-2

List all permits, licenses, consents, registrations and other similar approvals applicable to the Real Property- if none known, delete this schedule and bracketed phrase but leave general assignment of unspecified contracts

EXHIBIT F

GRANT DEED

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

City of Antioch  
200 H Street  
Antioch, CA 94509  
ATTN: City Clerk

EXEMPT FROM RECORDING FEES PURSUANT  
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 066-091-017

## Grant Deed

The undersigned Grantor(s) declare(s): City of Antioch is exempt from property taxes  
Documentary transfer tax is \$0.

- ☐ Computed on full value of property conveyed, or  
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.  
☐ Unincorporated area ☒ City of Antioch and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
SKEJUL, LLC, a California limited liability company

hereby GRANT(S) to  
CITY OF ANTIOCH, a California municipal corporation

the following described real property in the City of Antioch  
County of Contra Costa  
State of California:

SEE ATTACHED EXHIBIT A

Dated: \_\_\_\_\_, 20\_\_

GRANTOR:  
SKEJUL, LLC, A California limited liability company

By: \_\_\_\_\_  
Name:

Its:

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the fee interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 20\_\_\_\_, from **SKEJUL, LLC**, a California limited liability company, to the **City of ANTIOCH**, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Antioch, pursuant to the authority conferred by Resolution No. 2024 - \_\_\_\_\_, adopted by the City Council of the City of Antioch on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_\_\_

CITY OF ANTIOCH

By \_\_\_\_\_

Acting City Manager

# ANTIOCH CALIFORNIA

February 23, 2024

Chris Burns  
Jones Lang LaSalle  
1331 N. California Blvd., Suite 350  
Walnut Creek, CA 94596

RE: Letter of Intent to Purchase by City of Antioch or assignee ("Buyer") from SKEJUL, LLC ("Seller") of 800 W. 2<sup>nd</sup> Street, Antioch, Contra Costa County, CA, identified with Assessor's Parcel Number 066-091-017 (the "Property")

Dear Mr. Burns:

I have been authorized to submit this letter of intent to purchase the Property referenced above. This letter contains what we believe to be the essential terms and conditions we would require in a formalized purchase agreement for the Property, defined below, which we would draft once the parties are in agreement on the following matters.

The terms and conditions of the purchase agreement would be as follows:

1. Property. We understand that Seller owns that certain real property located at 800 W. 2<sup>nd</sup> Street, Antioch, CA, referred to as Assessor's Parcel Number 066-091-017, consisting of approximately .29 acres of land, all together with improvements of an approximately 9,898 square feet office building.

2. Purchase Price. The purchase price for the Property would be One Million Eight Hundred Thirty Thousand Even Dollars and Zero Cents (\$1,830,000.00) cash paid in full at close of escrow. The Deposit provided for below would apply against the purchase price.

Phone: (925) 779-7011  
Fax: (925) 779-7003  
[Antiochca.gov](http://Antiochca.gov)

OFFICE OF THE CITY MANAGER



200 H Street  
Antioch, CA. 94509  
[AntiochIsOpportunity.com](http://AntiochIsOpportunity.com)

3. Deposit. Within ten (10) business days of opening of escrow Buyer shall deposit \$100,000.00 in escrow. Said deposit shall be refundable in the event Buyer elects to terminate said contract during its forty-five (45) day feasibility period. In the event Buyer releases its contingencies, the \$100,000.00 deposit will become non-refundable and applicable towards the purchase price.

4. Close of Escrow; Costs. Closing would take place within 30 days after the conditions precedent to closing provided in the agreement have been satisfied. At closing, Seller, at Seller's expense, shall deliver to Buyer the items described in the agreement and all other items that are reasonably requested by Buyer to transfer all right, title and interest of Seller in the Property to Buyer, and to give Buyer assurances regarding environmental, operational and other information with respect to the prior history and use of the Property. Buyer will pay the title policy premium, including appropriate insurance, zoning and non-imputation endorsements, documentary stamps and intangibles taxes. Seller and Buyer would share equally the cost for the city transfer tax. Buyer would pay the cost of any extended coverage title policy and policy endorsements, the costs of any of Buyer's due diligence reports, and escrow fees. Each party will pay its own attorney's fees.

5. Conditions to Buyer's Obligation to Purchase. Buyer's obligation to purchase the Property would be subject to and conditioned upon the satisfaction or waiver by Buyer of the following conditions:

a. Feasibility Approval. Buyer shall have a forty-five (45) day Feasibility Period commencing with receipt of the documents to be delivered by the Seller for the Property to perform its due diligence. Buyer's delivery to Seller and Escrow Holder, on or before the 45th day from the date on which the Feasibility (Due Diligence) Period commenced, of Buyer's written approval of the results of Buyer's feasibility analysis to determine the physical and economic feasibility of acquiring the Property for the Purchase Price. The approval of the feasibility analysis would be given or denied in Buyer's sole and absolute discretion. Buyer may extend the Feasibility Period by one period of thirty (30) business days at no additional cost by giving notice five (5) days before the end of the original Feasibility Period. Seller shall cooperate with Buyer in providing access to Buyer's agents, engineers, analysts and appraisers, at Buyer's sole expense, to conduct the inspections of the Property within the Feasibility Period.

b. Approval of Preliminary Title Report. Buyer's delivery to Seller and Escrow Holder of Buyer's written approval of the title exceptions deemed acceptable by the Buyer after Buyer's review of the Preliminary Title Report on the Property, issued by Escrow Holder at Seller's expense, within the later of (i) fifteen (15) business days after Buyer's receipt of such Preliminary Title Report, together with copies of all documents referred to therein or (ii) on the date the Feasibility Period shall end. Should Buyer disapprove the condition of title, Seller shall have 10 days to agree to clear Buyer's disapproval or escrow shall be terminated. Seller shall be obligated to remove monetary liens other than non- delinquent property taxes and assessments.

c. Seller Disclosures. Upon execution of the formal agreement between the parties, Seller shall deliver to Buyer true, accurate and complete copies of all written materials relating to any unrecorded and recorded encumbrances affecting the Property or the physical condition of the Property that are in the possession of, or are available to, Seller, including, but not limited to, all engineering reports, title policies; surveys; maps; soils reports; environmental inspections and reports; hazardous waste reports; environmental impact reports; correspondence, if any, with governmental agencies; permits, entitlements and land use approvals and rights; a written description of all reclamation obligations together with any and all documentation and agreements concerning such reclamation obligations; and any other agreements and documents which relate to the Property. If any additional documents, information or materials become available to Seller at any time prior to the close of Escrow, then Seller shall immediately deliver complete copies thereof to Buyer.

d. Physical and Environmental Assessment. Buyer shall have the right to obtain additional reports without liability or expense to the Seller. Seller hereby grants to Buyer, its employees, agents, contractors and nominees, the right to enter onto the Property throughout the term of this Agreement to conduct such tests, inspections and studies as Buyer may deem appropriate, including, but not limited to, any or all of the following: environmental site assessments (which may include a Phase II assessment) and further environmental investigations, geologic evaluations, plant and equipment inspections, inventory inspections and review and evaluation of Buyer's permits and reclamation obligations. Buyer shall not perform any boring or invasive testing without the prior approval of Seller. If Closing does not occur for any reason other than breach by Seller, Buyer shall provide to Seller a copy of any written material related to the investigations allowed under this paragraph. Buyer agrees to keep the Property free and

clear of any liens caused by any such entry by Buyer upon the Property, and to repair any damage caused by such tests, inspections and studies, except that Buyer shall not be responsible for any damage related to or resulting from the discovery or disturbance of any Hazardous Substances on the Property. Except for claims arising out of Seller's negligence, Buyer agrees to indemnify, protect, defend, and hold Seller free and harmless against any claims for personal injury or property damage resulting from Buyer's accessing the Property and conducting tests, inspections and studies thereon and from any liens asserted against the Property as a consequence of such entry, or work, labor, and materials rendered by persons acting on behalf of Buyer, except that Buyer shall not be required to indemnify or hold Seller harmless from any claims related to or resulting from the discovery or disturbance of any Hazardous Substances on the Property.

6. Payment of Purchase Price. At close of escrow, Buyer will deposit, or cause to be deposited, the balance of the Purchase Price in cash.

7. Defaults and Remedies. The purchase agreement would contain customary buyer remedies, including, without limitation, the right of specific performance.

8. Seller's Representations and Warranties. The purchase agreement would contain complete representations and warranties by Seller concerning the physical condition of the Property, the absence of asbestos or other hazardous or toxic materials, lawsuits and other adverse facts or conditions relating to the Property. Seller agrees to complete an environmental questionnaire for the Phase 1 report provider.

9. Status of Title. Title to the Property would be delivered free and clear of all liens, encumbrances, easements, leases, contracts, covenants and other matters except for those matters approved by Buyer as set forth in paragraph 4(b) above. Seller shall deliver to Buyer, (a) A title commitment proposing to insure Buyer as the owner of the Property in the amount of the purchase price, with copies of all exceptions or matters referenced on the title commitment; and (b) The existing "as-built" survey for the Property within ten (10) business days following the execution of this letter of intent. At closing, Seller would provide a standard ALTA policy of Title Insurance in the amount of the purchase price, issued by Escrow Holder's underwriter. Buyer has the right to conduct a survey, at Buyer's expense, and obtain an extended ALTA policy, with the extended policy premium at Buyer's expense.

10. Purchase and Sale Agreement. Buyer will provide Seller with a form of a purchase and sale agreement for the Property containing the essential provisions of this letter of intent and other provisions acceptable to the parties. If the form of purchase and sale agreement is not agreed to and executed within sixty (60) days, then this letter of intent shall become null and void and no party shall have any further obligation under it.

This Letter of Intent is not intended to constitute a binding agreement but rather to serve as a basis for negotiating a definitive Agreement containing additional terms and conditions that are customary for a transaction of the nature contemplated by this Letter of Intent, and neither party shall have any obligation to the other until the Agreement is executed and delivered by both parties between us. The parties, however, agree that there are material terms as to which agreement has not been reached. Neither party will rely on this Letter of Intent as binding on the other; any such reliance would not be reasonable. Neither party will be bound unless a definitive Purchase and Sale Agreement has been duly executed by both parties. Further efforts by either party to perform due diligence or carry out other acts in contemplation of the possible purchase and sale of the Property may not be deemed evidence of intent of either party to be bound by this Letter of Intent. This Letter of Intent does not contain all of the essential terms that Buyer expects will be part of an Agreement. Further negotiations are contemplated before a binding Agreement will be prepared. The parties agree to negotiate in good faith from your execution of this Letter of Intent with the goal being to prepare and execute a definitive Agreement as soon as possible but in no event later than 60 days from the execution date of this letter.

11. Third-Party Negotiation. So long as Buyer is not in default of the subsequently executed purchase and sale agreement, Seller shall not enter into any agreement with other prospective Buyers in derogation of this letter of intent.

[SIGNATURES ON NEXT PAGE]



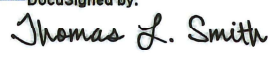
12. Brokers. Seller shall be responsible for the brokerage fee or commission payable in connection with the proposed transaction. Seller shall indemnify the Buyer for the claim of any broker or other party claiming any fee or commission arising out of the acts of the indemnifying party.

If you agree with the foregoing, please so indicate by signing a copy of this letter of intent on the line provided below and returning it to us prior to 5:00 p.m., Friday, March 1, 2024.

CITY OF ANTIOCH

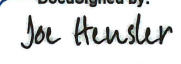
DocuSigned by:  
  
By: 73A8C74010E949E...  
Kwame P. Reed, Acting City Manager

Approved as to form:

DocuSigned by:  
  
8D3775315C484EC...  
Thomas Lloyd Smith, City Attorney

AGREED TO AND ACCEPTED BY:

SKEJUL, LLC

DocuSigned by:  
  
By: FEFF98ED1E7D43F...  
Name: Joe Hensler

Its: President

Dated: 3/5/2024

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**COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM**

To: City Council

From: Kevin Scudero, Acting Community Development Director

Re: Item No. 3F March 26, 2024 City Council Meeting - Supplemental Attachment A

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The staff report that was distributed last week contained an incorrect Attachment A. Due to a formatting issue some columns from the state mandated housing report form were omitted from Table A2. Please refer to the attached supplemental Attachment A. This update does not change the contents of the staff report or the reportable data to the State that was originally published.

<b>Jurisdiction</b>	Antioch	
<b>Reporting Year</b>	2023	(Jan. 1 - Dec. 31)
<b>Housing Element Planning Period</b>	6th Cycle	01/31/2023 - 01/31/2031

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	0
	Non-Deed Restricted	11
Low	Deed Restricted	0
	Non-Deed Restricted	11
Moderate	Deed Restricted	0
	Non-Deed Restricted	11
Above Moderate		351
Total Units		<b>384</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

<b>Units by Structure Type</b>	<b>Entitled</b>	<b>Permitted</b>	<b>Completed</b>
Single-family Attached	0	0	0
Single-family Detached	440	348	305
2 to 4 units per structure	0	0	0
5+ units per structure	290	0	0
Accessory Dwelling Unit	0	36	8
Mobile/Manufactured Home	0	0	0
<b>Total</b>	<b>730</b>	<b>384</b>	<b>313</b>

<b>Infill Housing Developments and Infill Units Permitted</b>	<b># of Projects</b>	<b>Units</b>
Indicated as Infill	35	35
Not Indicated as Infill	349	349

<b>Housing Applications Summary</b>	
Total Housing Applications Submitted:	8
Number of Proposed Units in All Applications Received:	1,361
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

<b>Use of SB 35 Streamlining Provisions - Applications</b>	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	1	245
Discretionary	7	1116

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	67
Sites Rezoned to Accommodate the RHNA	0



Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4								5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	
Summary Row: Start Data Entry Below							4	0	0	0	0	0	726		730	
	76680016	3915 SITA CT	MCLEOD, DOUGLAS	B2110-0254	SFD	O									0	
	51430033	3043 HONEYCOMB CT	KNOLL LLC, ANTIOCH	B2110-0282	SFD	O									0	
	51430035	3039 HONEYCOMB CT	DISCOVERY, BUILDERS INC	B2111-0225	SFD	O									0	
	51430037	3035 HONEYCOMB CT	DISCOVERY, BUILDERS INC	B2111-0227	SFD	O									0	
	51430038	3033 HONEYCOMB CT	DISCOVERY, BUILDERS INC	B2111-0228	SFD	O									0	
	53840029	5385 PROMONTORY WAY	DAVIDON HOMES	B2201-0304	SFD	O									0	
	53840030	5395 PROMONTORY WAY	DAVIDON HOMES	B2201-0305	SFD	O									0	
	53830020	5508 PROMONTORY WAY	DAVIDON HOMES	B2201-0315	SFD	O									0	
	53830023	5492 PROMONTORY WAY	DAVIDON HOMES	B2201-0318	SFD	O									0	
	53830024	5424 GRAY PINE WAY	DAVIDON HOMES	B2201-0319	SFD	O									0	
	53830025	5428 GRAY PINE WAY	DAVIDON HOMES	B2201-0320	SFD	O									0	
	53830046	5427 GRAY PINE WAY	DAVIDON HOMES	B2201-0321	SFD	O									0	
	53830047	5423 GRAY PINE WAY	DAVIDON HOMES	B2201-0322	SFD	O									0	
	53830048	5501 PROMONTORY WAY	DAVIDON HOMES	B2201-0323	SFD	O									0	
	57180041	5429 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2202-0130	SFD	O									0	
	57190021	5424 SPRING MOUNTAIN LANE	TRI POINTE HOMES HOLDINGS INC	B2202-0388	SFD	O									0	
	57190022	5428 SPRING MOUNTAIN LANE	TRI POINTE HOMES HOLDINGS INC	B2202-0389	SFD	O									0	
	57140070	5322 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2203-0424	SFD	O									0	
	57140076	5346 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2203-0430	SFD	O									0	
	57140077	5350 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2203-0431	SFD	O									0	
	57150102	5422 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	B2203-0435	SFD	O									0	
	57150103	5426 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	B2203-0436	SFD	O									0	
	57150104	5430 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	B2203-0437	SFD	O									0	
	53840017	5105 TREELINE WAY	DAVIDON HOMES	B2204-0252	SFD	O									0	
	53840020	5112 TREELINE WAY	DAVIDON HOMES	B2204-0255	SFD	O									0	
	53840021	5420 PROMONTORY WAY	DAVIDON HOMES	B2204-0256	SFD	O									0	
	53840036	5202 TREELINE COURT	DAVIDON HOMES	B2204-0258	SFD	O									0	
	53840039	5209 TREELINE COURT	DAVIDON HOMES	B2204-0261	SFD	O									0	
	53840040	5207 TREELINE COURT	DAVIDON HOMES	B2204-0262	SFD	O									0	
	53840041	5429 PROMOTORY WAY	DAVIDON HOMES	B2204-0263	SFD	O									0	
	53830028	5440 GRAY PINE WAY	DAVIDON HOMES	B2204-0266	SFD	O									0	
	53830029	5444 GRAY PINE WAY	DAVIDON HOMES	B2204-0267	SFD	O									0	
	53830030	5448 GRAY PINE WAY	DAVIDON HOMES	B2204-0268	SFD	O									0	
	53830031	5454 GRAY PINE WAY	DAVIDON HOMES	B2204-0269	SFD	O									0	
	53830040	5451 GRAY PINE WAY	DAVIDON HOMES	B2204-0270	SFD	O									0	
	53830041	5447 GRAY PINE WAY	DAVIDON HOMES	B2204-0272	SFD	O									0	
	57140078	5354 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2204-0423	SFD	O									0	
	57140079	5358 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2204-0424	SFD	O									0	
	57140084	5357 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2204-0425	SFD	O									0	

	57140085	5353 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2204-0426	SFD	O										0
	57140087	5345 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2204-0428	SFD	O										0
	57150062	5435 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	B2204-0430	SFD	O										0
	57150063	5439 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	B2204-0431	SFD	O										0
	57150084	5304 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	B2204-0432	SFD	O										0
	57150085	5302 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	B2204-0433	SFD	O										0
	57150086	5300 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	B2204-0434	SFD	O										0
	57150087	5301 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	B2204-0435	SFD	O										0
	57150088	5303 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	B2204-0436	SFD	O										0
	57150089	5305 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	B2204-0437	SFD	O										0
	not available	5360 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0196	SFD	O										0
	not available	5364 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0197	SFD	O										0
	not available	5368 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0198	SFD	O										0
	not available	5372 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0199	SFD	O										0
	not available	5376 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0200	SFD	O										0
	not available	5380 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0201	SFD	O										0
	not available	5384 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0202	SFD	O										0
	not available	5388 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0203	SFD	O										0
	not available	5392 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0204	SFD	O										0
	57180028	5481 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0205	SFD	O										0
	57180029	5477 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0206	SFD	O										0
	57180030	5473 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0207	SFD	O										0
	57180031	5469 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0208	SFD	O										0
	57180032	5465 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0209	SFD	O										0
	57180033	5461 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0210	SFD	O										0
	57180064	5464 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0211	SFD	O										0
	57180065	5472 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0212	SFD	O										0
	57180066	5476 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0213	SFD	O										0
	57180067	5480 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	B2205-0214	SFD	O										0
	57140080	5362 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2206-0178	SFD	O										0
	57140081	5366 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2206-0179	SFD	O										0
	57140082	5365 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	B2206-0180	SFD	O										0





	057-200-039	5453 HAMES VALLEY LN		B2023-0567	SFD	O											0
	057-180-001	5396 RAMONA VALLEY LN		B2023-0572	SFD	O											0
	057-180-002	5400 RAMONA VALLEY LN		B2023-0573	SFD	O											0
	057-180-003	5404 RAMONA VALLEY LN		B2023-0574	SFD	O											0
	057-180-004	5408 RAMONA VALLEY LN		B2023-0575	SFD	O											0
	057-180-005	5412 RAMONA VALLEY LN		B2023-0576	SFD	O											0
	057-180-006	5416 RAMONA VALLEY LN		B2023-0577	SFD	O											0
	057-180-007	5420 RAMONA VALLEY LN		B2023-0578	SFD	O											0
	057-180-107	5425 RAMONA VALLEY LN		B2023-0579	SFD	O											0
	057-180-108	5421 RAMONA VALLEY LN		B2023-0580	SFD	O											0
	071-043-024	2752 BAUTISTA ST, UNIT A		B2023-0631	ADU	R											0
	051-450-025	2966 ALDRICH CT, UNIT A		B2023-0762	ADU	R											0
	056-500-082	5621 SIERRA TRAIL WAY		B2023-0815	SFD	O											0
	056-500-083	5617 SIERRA TRAIL WAY		B2023-0816	SFD	O											0
	056-500-084	5613 SIERRA TRAIL WAY		B2023-0817	SFD	O											0
	056-500-085	5609 SIERRA TRAIL WAY		B2023-0818	SFD	O											0
	056-500-087	5601 SIERRA TRAIL WAY		B2023-0820	SFD	O											0
	056-500-088	5600 SIERRA TRAIL WAY		B2023-0821	SFD	O											0
	056-500-089	5604 SIERRA TRAIL WAY		B2023-0822	SFD	O											0
	056-500-090	5608 SIERRA TRAIL WAY		B2023-0823	SFD	O											0
	056-500-091	5612 SIERRA TRAIL WAY		B2023-0824	SFD	O											0
	056-500-092	5616 SIERRA TRAIL WAY		B2023-0825	SFD	O											0
	056-500-093	5620 SIERRA TRAIL WAY		B2023-0826	SFD	O											0
	056-500-094	5624 SIERRA TRAIL WAY		B2023-0827	SFD	O											0
	066-143-010	501 W 4TH ST, UNIT A		B2023-0835	ADU	R											0
	053-840-001	5488 PROMONTORY WAY		B2023-0889	SFD	O											0
	053-840-002	5484 PROMONTORY WAY		B2023-0890	SFD	O											0
	053-840-003	5480 PROMONTORY WAY		B2023-0891	SFD	O											0
	053-840-004	5476 PROMONTORY WAY		B2023-0892	SFD	O											0
	053-840-005	5472 PROMONTORY WAY		B2023-0893	SFD	O											0
	053-840-006	5468 PROMONTORY WAY		B2023-0894	SFD	O											0
	053-840-007	5464 PROMONTORY WAY		B2023-0895	SFD	O											0
	053-840-008	5460 PROMONTORY WAY		B2023-0896	SFD	O											0
	053-840-047	5459 PROMONTORY WAY		B2023-0897	SFD	O											0
	053-840-048	5463 PROMONTORY WAY		B2023-0898	SFD	O											0
	053-840-049	5467 PROMONTORY WAY		B2023-0899	SFD	O											0
	053-840-050	5471 PROMONTORY WAY		B2023-0900	SFD	O											0
	067-223-019	521 W 19TH ST, UNIT A		B2023-0919	ADU	R											0
	068-163-010	113 WORRELL RD, UNIT A		B2023-0934	ADU	R											0
	055-530-013	5362 THUNDERBIRD CT, UNIT A		B2023-1165	ADU	R											0
	057-180-068	5505 SPRING MOUNTAIN LN		B2023-1199	SFD	O											0
	057-180-069	5501 SPRING MOUNTAIN LN		B2023-1200	SFD	O											0
	057-180-070	5441 MCDOWELL VALLEY LN		B2023-1201	SFD	O											0
	057-180-071	5437 MCDOWELL VALLEY LN		B2023-1202	SFD	O											0
	057-180-072	5433 MCDOWELL VALLEY LN		B2023-1203	SFD	O											0
	057-180-073	5429 MCDOWELL VALLEY LN		B2023-1204	SFD	O											0
	057-180-074	5425 MCDOWELL VALLEY LN		B2023-1205	SFD	O											0
	057-180-099	5440 MCDOWELL VALLEY LN		B2023-1206	SFD	O											0
	057-200-015	5456 HAMES VALLEY LN		B2023-1208	SFD	O											0
	057-200-016	5460 HAMES VALLEY LN		B2023-1209	SFD	O											0
	057-200-017	5464 HAMES VALLEY LN		B2023-1210	SFD	O											0
	057-200-018	5468 HAMES VALLEY LN		B2023-1211	SFD	O											0
	057-200-019	5472 HAMES VALLEY LN		B2023-1212	SFD	O											0
	057-200-020	5476 HAMES VALLEY LN		B2023-1213	SFD	O											0
	057-200-021	5480 HAMES VALLEY LN		B2023-1214	SFD	O											0
	057-200-040	5541 CLEMENT HILLS LN		B2023-1215	SFD	O											0
	057-200-041	5545 CLEMENT HILLS LN		B2023-1216	SFD	O											0
	057-200-042	5549 CLEMENT HILLS LN		B2023-1217	SFD	O											0
	057-200-043	5553 CLEMENT HILLS LN		B2023-1218	SFD	O											0
	068-061-013	1916 RUBY DR, UNIT A		B2023-1257	ADU	R											0
	066-222-022	1104 W 9TH ST, UNIT A		B2023-1396	ADU	R											0
	057-200-044	5452 KNIGHTS VALLEY LN		B2023-1668	SFD	O											0
	057-200-045	5448 KNIGHTS VALLEY LN		B2023-1669	SFD	O											0
	057-200-046	5444 KNIGHTS VALLEY LN		B2023-1670	SFD	O											0
	057-200-047	5440 KNIGHTS VALLEY LN		B2023-1671	SFD	O											0
	057-200-094	5439 KNIGHTS VALLEY LN		B2023-1672	SFD	O											0
	057-200-095	5443 KNIGHTS VALLEY LN		B2023-1673	SFD	O											0
	057-200-096	5447 KNIGHTS VALLEY LN		B2023-1674	SFD	O											0
	057-200-097	5451 KNIGHTS VALLEY LN		B2023-1675	SFD	O											0
	057-200-098	5455 KNIGHTS VALLEY LN		B2023-1676	SFD	O											0
	057-200-099	5459 KNIGHTS VALLEY LN		B2023-1677	SFD	O											0
	057-180-094	5420 MCDOWELL VALLEY LN		B2023-1679	SFD	O											0
	057-180-095	5401 COVELO PL		B2023-1680	SFD	O											0
	057-180-096	5400 COVELO PL		B2023-1681	SFD	O											0
	057-180-097	5404 COVELO PL		B2023-1682	SFD	O											0
	057-180-098	5436 MCDOWELL VALLEY LN		B2023-1683	SFD	O											0

	067-156-012	1101 KLENGEL ST, UNIT A		B2023-1736	ADU	R											0
	056-500-075	5649 SIERRA TRAIL WAY		B2023-1858	SFD	O											0
	056-500-076	5645 SIERRA TRAIL WAY		B2023-1859	SFD	O											0
	056-500-077	5641 SIERRA TRAIL WAY		B2023-1860	SFD	O											0
	056-500-078	5637 SIERRA TRAIL WAY		B2023-1861	SFD	O											0
	056-500-079	5633 SIERRA TRAIL WAY		B2023-1862	SFD	O											0
	056-500-080	5629 SIERRA TRAIL WAY		B2023-1863	SFD	O											0
	056-500-081	5625 SIERRA TRAIL WAY		B2023-1864	SFD	O											0
	056-500-095	5628 SIERRA TRAIL WAY		B2023-1865	SFD	O											0
	056-500-096	5632 SIERRA TRAIL WAY		B2023-1866	SFD	O											0
	056-500-097	5636 SIERRA TRAIL WAY		B2023-1867	SFD	O											0
	056-500-098	5640 SIERRA TRAIL WAY		B2023-1868	SFD	O											0
	056-500-099	5644 SIERRA TRAIL WAY		B2023-1869	SFD	O											0
	056-500-100	5648 SIERRA TRAIL WAY		B2023-1870	SFD	O											0
	053-800-001	5441 MOUNTAIN RIDGE WAY		B2023-1872	SFD	O											0
	053-840-051	5475 PROMONTORY WAY		B2023-1873	SFD	O											0
	053-840-052	5483 PROMONTORY WAY		B2023-1874	SFD	O											0
	053-840-053	5487 PROMONTORY WAY		B2023-1875	SFD	O											0
	053-840-054	5204 PROMONTORY CT		B2023-1876	SFD	O											0
	053-840-055	5208 PROMONTORY CT		B2023-1877	SFD	O											0
	053-840-056	5212 PROMONTORY CT		B2023-1878	SFD	O											0
	053-840-057	5216 PROMONTORY CT		B2023-1879	SFD	O											0
	053-840-058	5220 PROMONTORY CT		B2023-1880	SFD	O											0
	053-840-059	5224 PROMONTORY CT		B2023-1881	SFD	O											0
	053-840-060	5225 PROMONTORY CT		B2023-1882	SFD	O											0
	053-840-061	5221 PROMONTORY CT		B2023-1883	SFD	O											0
	067-080-011	1118 D ST, UNIT A		B2023-2027	ADU	R											0
	071-313-004	1013 DONCASTER DR		B2109-0189	ADU	R											0
	051-430-028	3034 HICKORYNUT ST		B2204-0016	SFD	O											0
	051-430-031	3046 HICKORYNUT ST		B2204-0017	SFD	O											0
	051-430-032	3045 HONEYCOMB CT		B2204-0018	SFD	O											0
	051-430-041	3025 HICKORYNUT ST		B2204-0019	SFD	O											0
	071-370-007	1016 GATTER DR UNIT A		B2204-0052	ADU	R											0
	052-261-008	3600 BAYWOOD CIR, UNIT A		B2207-0033	ADU	R											0
	057-160-008	5408 NIMIS WAY		B2208-0403	SFD	O											0
	057-160-009	5412 NIMIS WAY		B2208-0404	SFD	O											0
	057-160-010	5416 NIMIS WAY		B2208-0405	SFD	O											0
	057-160-011	5420 NIMIS WAY		B2208-0406	SFD	O											0
	057-160-062	5421 NIMIS WAY		B2208-0407	SFD	O											0
	075-343-007	2217 LAFAYETTE DR, UNIT A		B2210-0111	ADU	R											0
	057-140-104	5324 TRIMONTI CIR		B2210-0211	SFD	O											0
	057-140-103	5320 TRIMONTI CIR		B2210-0212	SFD	O											0
	057-140-102	5312 VIVARO WAY		B2210-0213	SFD	O											0
	057-140-101	5308 VIVARO WAY		B2210-0214	SFD	O											0
	057-140-100	5304 VIVARO WAY		B2210-0215	SFD	O											0
	057-140-099	5300 VIVARO WAY		B2210-0216	SFD	O											0
	057-140-009	5301 VIVARO WAY		B2210-0217	SFD	O											0
	057-140-008	5305 VIVARO WAY		B2210-0218	SFD	O											0
	057-150-050	5486 MAJANO WAY		B2210-0219	SFD	O											0
	057-150-052	5478 MAJANO WAY		B2210-0220	SFD	O											0
	057-150-053	5474 MAJANO WAY		B2210-0221	SFD	O											0
	057-150-051	5482 MAJANO WAY		B2210-0222	SFD	O											0
	057-150-054	5470 MAJANO WAY		B2210-0223	SFD	O											0
	057-150-055	5466 MAJANO WAY		B2210-0224	SFD	O											0
	057-150-056	5462 MAJANO WAY		B2210-0225	SFD	O											0
	057-150-057	5458 MAJANO WAY		B2210-0226	SFD	O											0
	057-150-058	5454 MAJANO WAY		B2210-0227	SFD	O											0
	067-311-027	2102 D ST, UNIT B		B2210-0393	ADU	R											0
	053-850-033	5471 LOS MEGANOS LN		B2211-0198	SFD	O											0
	053-850-034	5475 LOS MEGANOS LN		B2211-0199	SFD	O											0
	053-850-035	5479 LOS MEGANOS LN		B2211-0200	SFD	O											0
	053-850-036	5483 LOS MEGANOS LN		B2211-0201	SFD	O											0
	053-850-037	5487 LOS MEGANOS LN		B2211-0202	SFD	O											0
	053-850-038	5491 LOS MEGANOS LN		B2211-0203	SFD	O											0
	053-850-105	4608 WATERSHED PL		B2211-0204	SFD	O											0
	053-850-106	4612 WATERSHED PL		B2211-0205	SFD	O											0
	053-850-107	4613 WATERSHED PL		B2211-0206	SFD	O											0
	053-850-108	4609 WATERSHED PL		B2211-0207	SFD	O											0
	053-850-109	4616 MARSH PL		B2211-0208	SFD	O											0
	053-850-111	4621 MARSH PL		B2211-0209	SFD	O											0
	053-850-112	4617 MARSH PL		B2211-0210	SFD	O											0
	053-850-110	4620 MARSH PL		B2211-0212	SFD	O											0
	052-341-002	2917 WILDFLOWER DR UNIT A		B2211-0241	ADU	R											0
	053-860-018	4542 RIVERVIEW LN		B2211-0246	SFD	O											0
	053-860-019	4538 RIVERVIEW LN		B2211-0247	SFD	O											0
	053-860-047	4587 MARSH CREEK PL		B2211-0248	SFD	O											0





	053-830-003	5474 GRAY PINE WAY		B2302-0270	SFD	O												0
	053-830-032	5458 GRAY PINE WAY		B2302-0271	SFD	O												0
	053-830-033	5462 GRAY PINE WAY		B2302-0272	SFD	O												0
	053-830-034	5466 GRAY PINE WAY		B2302-0273	SFD	O												0
	053-830-035	5470 GRAY PINE WAY		B2302-0274	SFD	O												0
	053-830-036	5467 GRAY PINE WAY		B2302-0275	SFD	O												0
	053-830-037	5463 GRAY PINE WAY		B2302-0276	SFD	O												0
	053-830-038	5459 GRAY PINE WAY		B2302-0277	SFD	O												0
	053-830-039	5455 GRAY PINE WAY		B2302-0278	SFD	O												0
	055-610-038	1911 MOUNT STAKES CT, UNIT A		B2302-0298	ADU	R												0
	056-320-040	5517 SUNVIEW WAY, UNIT A		B2303-0150	ADU	R												0
	057-150-025	5206 SISTIANA WAY		B2303-0153	SFD	O												0
	057-150-026	5202 SISTIANA WAY		B2303-0154	SFD	O												0
	057-150-027	5198 SISTIANA WAY		B2303-0155	SFD	O												0
	057-150-028	5194 SISTIANA WAY		B2303-0156	SFD	O												0
	057-150-029	5190 SISTIANA WAY		B2303-0157	SFD	O												0
	057-150-030	5186 SISTIANA WAY		B2303-0158	SFD	O												0
	057-130-056	5268 TRIMONTI CIR		B2303-0159	SFD	O												0
	057-130-057	5272 TRIMONTI CIR		B2303-0160	SFD	O												0
	057-140-001	5292 TRIMONTI CIR		B2303-0161	SFD	O												0
	068-115-006	117 E MADILL ST, UNIT A		B2303-0250	ADU	R												0
	053-081-033	2537 CARPINTERIA DR, UNIT A		B2303-0251	ADU	R												0
	057-140-134	5434 NUOVO WAY		B2303-0278	SFD	O												0
	057-140-135	5438 NUOVO WAY		B2303-0279	SFD	O												0
	057-140-136	5442 NUOVO WAY		B2303-0280	SFD	O												0
	057-140-137	5446 NUOVO WAY		B2303-0281	SFD	O												0
	057-140-145	5376 TRIMONTI CIR		B2303-0282	SFD	O												0
	057-140-150	5381 CLAUZETTO WAY		B2303-0283	SFD	O												0
	057-140-156	5378 CLAUZETTO WAY		B2303-0284	SFD	O												0
	057-140-157	5382 CLAUZETTO WAY		B2303-0285	SFD	O												0
	057-140-158	5386 CLAUZETTO WAY		B2303-0286	SFD	O												0
	057-140-159	5390 CLAUZETTO WAY		B2303-0287	SFD	O												0
	057-140-151	5377 CLAUZETTO WAY		B2303-0288	SFD	O												0
	057-140-152	5373 CLAUZETTO WAY		B2303-0289	SFD	O												0
	057-140-153	5369 CLAUZETTO WAY		B2303-0290	SFD	O												0
	057-140-154	5370 CLAUZETTO WAY		B2303-0291	SFD	O												0
	057-140-155	5374 CLAUZETTO WAY		B2303-0292	SFD	O												0
	057-140-131	5422 NUOVO WAY		B2303-0312	SFD	O												0
	057-140-132	5426 NUOVO WAY		B2303-0313	SFD	O												0
	057-140-133	5430 NUOVO WAY		B2303-0314	SFD	O												0
	057-140-148	5389 CLAUZETTO WAY		B2303-0315	SFD	O												0
	057-140-149	5385 CLAUZETTO WAY		B2303-0316	SFD	O												0
	071-341-001	3212 MEADOWBROOK RD, UNIT A		B2303-0366	ADU	R												0
	074-154-002	2205 ARATA WAY, UNIT A		B2303-0410	ADU	R												0
	051-265-009	1560 SANDY WAY, UNIT A		B2304-0013	ADU	R												0
	055-650-067	4173 ROGERS CANYON RD, UNIT A		B2304-0065	ADU	R												0
	057-200-006	5420 HAMES VALLEY LN		B2304-0097	SFD	O												0
	057-200-007	5424 HAMES VALLEY LN		B2304-0098	SFD	O												0
	057-200-008	5428 HAMES VALLEY LN		B2304-0099	SFD	O												0
	057-200-009	5432 HAMES VALLEY LN		B2304-0100	SFD	O												0
	057-200-010	5436 HAMES VALLEY LN		B2304-0101	SFD	O												0
	057-200-031	5421 HAMES VALLEY LN		B2304-0102	SFD	O												0
	057-200-032	5425 HAMES VALLEY LN		B2304-0103	SFD	O												0
	057-200-033	5429 HAMES VALLEY LN		B2304-0104	SFD	O												0
	057-200-034	5433 HAMES VALLEY LN		B2304-0105	SFD	O												0
	057-200-035	5437 HAMES VALLEY LN		B2304-0106	SFD	O												0
	057-190-036	5409 CAPAY VALLEY LN		B2304-0108	SFD	O												0
	057-190-037	5405 CAPAY VALLEY LN		B2304-0109	SFD	O												0
	057-190-038	5401 CAPAY VALLEY LN		B2304-0110	SFD	O												0
	057-190-039	5344 BENMORE VALLEY LN		B2304-0111	SFD	O												0
	057-190-040	5348 BENMORE VALLEY LN		B2304-0112	SFD	O												0
	057-190-041	5352 BENMORE VALLEY LN		B2304-0113	SFD	O												0
	057-190-042	5356 BENMORE VALLEY LN		B2304-0114	SFD	O												0
	057-190-074	5357 BENMORE VALLEY LN		B2304-0115	SFD	O												0
	057-190-075	5353 BENMORE VALLEY LN		B2304-0116	SFD	O												0
	057-190-076	5349 BENMORE VALLEY LN		B2304-0117	SFD	O												0
	057-190-077	5345 BENMORE VALLEY LN		B2304-0118	SFD	O												0
	066-134-009	1011 W 5TH ST, UNIT A		B2304-0206	ADU	R												0
	057-160-001	5396 TRIMONTI CIR		B2304-0251	SFD	O												0
	057-160-002	5400 TRIMONTI CIR		B2304-0252	SFD	O												0
	057-160-096	5403 TRIMONTI CIR		B2304-0253	SFD	O												0
	076-483-003	3513 GENTRYTOWN DR, UNIT A		B2304-0269	ADU	R												0
	065-110-006	810 Wilbur Ave	Delta Courtyard Apartments	UP-22-14 AR-22-14	5+	R		4							70	2/15/2023		74



Table A2

## Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name <sup>+</sup>	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	11	0	11	0	11	351		384
76680016	3915 SITA CT	MCLEOD, DOUGLAS									0
51430033	3043 HONEYCOMB CT	KNOLL LLC, ANTIOCH									0
51430035	3039 HONEYCOMB CT	DISCOVERY, BUILDERS INC									0
51430037	3035 HONEYCOMB CT	DISCOVERY, BUILDERS INC									0
51430038	3033 HONEYCOMB CT	DISCOVERY, BUILDERS INC									0
53840029	5385 PROMONTORY WAY	DAVIDON HOMES									0
53840030	5395 PROMONTORY WAY	DAVIDON HOMES									0
53830020	5508 PROMONTORY WAY	DAVIDON HOMES									0
53830023	5492 PROMONTORY WAY	DAVIDON HOMES									0
53830024	5424 GRAY PINE WAY	DAVIDON HOMES									0
53830025	5428 GRAY PINE WAY	DAVIDON HOMES									0
53830046	5427 GRAY PINE WAY	DAVIDON HOMES									0
53830047	5423 GRAY PINE WAY	DAVIDON HOMES									0
53830048	5501 PROMONTORY WAY	DAVIDON HOMES									0
57180041	5429 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57190021	5424 SPRING MOUNTAIN LANE	TRI POINTE HOMES HOLDINGS INC									0
57190022	5428 SPRING MOUNTAIN LANE	TRI POINTE HOMES HOLDINGS INC									0
57140070	5322 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140076	5346 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140077	5350 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57150102	5422 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57150103	5426 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57150104	5430 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN									0
53840017	5105 TREELINE WAY	DAVIDON HOMES									0
53840020	5112 TREELINE WAY	DAVIDON HOMES									0
53840021	5420 PROMONTORY WAY	DAVIDON HOMES									0



53840036	5202 TREELINE COURT	DAVIDON HOMES									0
53840039	5209 TREELINE COURT	DAVIDON HOMES									0
53840040	5207 TREELINE COURT	DAVIDON HOMES									0
53840041	5429 PROMOTORY WAY	DAVIDON HOMES									0
53830028	5440 GRAY PINE WAY	DAVIDON HOMES									0
53830029	5444 GRAY PINE WAY	DAVIDON HOMES									0
53830030	5448 GRAY PINE WAY	DAVIDON HOMES									0
53830031	5454 GRAY PINE WAY	DAVIDON HOMES									0
53830040	5451 GRAY PINE WAY	DAVIDON HOMES									0
53830041	5447 GRAY PINE WAY	DAVIDON HOMES									0
57140078	5354 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140079	5358 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140084	5357 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140085	5353 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140087	5345 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57150062	5435 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57150063	5439 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57150084	5304 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN									0
57150085	5302 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN									0
57150086	5300 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN									0
57150087	5301 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN									0
57150088	5303 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN									0
57150089	5305 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN									0
not available	5360 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
not available	5364 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
not available	5368 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
not available	5372 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
not available	5376 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
not available	5380 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
not available	5384 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
not available	5388 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0

not available	5392 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180028	5481 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180029	5477 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180030	5473 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180031	5469 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180032	5465 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180033	5461 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180064	5464 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180065	5472 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180066	5476 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57180067	5480 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC									0
57140080	5362 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140081	5366 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140082	5365 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140083	5361 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN									0
57140114	5364 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN									0
57140115	5368 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN									0
57140116	5372 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN									0
57150046	5502 Majano Way	LENNAR HOMES OF CALIFORNIA IN									0
57150047	5498 Majano Way	LENNAR HOMES OF CALIFORNIA IN									0
57150048	5494 Majano Way	LENNAR HOMES OF CALIFORNIA IN									0
57150049	5490 Majano Way	LENNAR HOMES OF CALIFORNIA IN									0
57150070	5489 Majano Way	LENNAR HOMES OF CALIFORNIA IN									0
57150071	5493 Majano Way	LENNAR HOMES OF CALIFORNIA IN									0
57150072	5497 Majano Way	LENNAR HOMES OF CALIFORNIA IN									0
57150073	5501 Majano Way	LENNAR HOMES OF CALIFORNIA IN									0

57160066	5422 TRIMONTI CIR	DE NOVA HOMES INC									0
57160067	5426 TRIMONTI CIR	DE NOVA HOMES INC									0
57160068	5430 TRIMONTI CIR	DE NOVA HOMES INC									0
57160069	5434 TRIMONTI CIR	DE NOVA HOMES INC									0
57160089	5431 TRIMONTI CIR	DE NOVA HOMES INC									0
57160090	5427 TRIMONTI CIR	DE NOVA HOMES INC									0
57160091	5423 TRIMONTI CIR	DE NOVA HOMES INC									0
53740041	4650 GLASGOW CT	BENCHMARK COMMUNITIES LLC									0
53740042	4652 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY									0
53740043	4654 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY									0
53740044	4656 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY									0
53770017	4687 BRAEMAR ST	FIRST, AMERICAN TITLE COMPA									0
53770018	4683 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY									0
53770019	4679 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY									0
53770020	4675 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY									0
53770021	4671 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY									0
57160086	5443 TRIMONTI CIR	DE NOVA HOMES INC									0
57160087	5439 TRIMONTI CIR	DE NOVA HOMES INC									0
57160088	5435 TRIMONTI CIR	DE NOVA HOMES INC									0
57150067	5441 MAJANO WAY	DE NOVA HOMES INC									0
57150068	5445 MAJANO WAY	DE NOVA HOMES INC									0
57150069	5449 MAJANO WAY	DE NOVA HOMES INC									0
57160006	5400 NIMIS WAY	DE NOVA HOMES INC									0
57160007	5404 NIMIS WAY	DE NOVA HOMES INC									0
57160063	5417 NIMIS WAY	DE NOVA HOMES INC									0
57160064	5403 NIMIS WAY	DE NOVA HOMES INC									0
57160065	5418 TRIMONTI CIRCLE	DE NOVA HOMES INC									0
057-200-012	5444 HAMES VALLEY LN							1	8/1/2023		1
057-200-013	5448 HAMES VALLEY LN							1	8/1/2023		1
057-200-014	5452 HAMES VALLEY LN							1	8/1/2023		1
057-200-036	5441 HAMES VALLEY LN							1	8/1/2023		1
057-200-037	5445 HAMES VALLEY LN							1	8/1/2023		1
057-200-038	5449 HAMES VALLEY LN							1	8/1/2023		1
057-200-039	5453 HAMES VALLEY LN							1	8/1/2023		1
057-180-001	5396 RAMONA VALLEY LN							1	8/1/2023		1

057-180-002	5400 RAMONA VALLEY LN								1	8/1/2023	1
057-180-003	5404 RAMONA VALLEY LN								1	8/1/2023	1
057-180-004	5408 RAMONA VALLEY LN								1	8/1/2023	1
057-180-005	5412 RAMONA VALLEY LN								1	8/1/2023	1
057-180-006	5416 RAMONA VALLEY LN								1	8/1/2023	1
057-180-007	5420 RAMONA VALLEY LN								1	8/1/2023	1
057-180-107	5425 RAMONA VALLEY LN								1	8/1/2023	1
057-180-108	5421 RAMONA VALLEY LN								1	8/1/2023	1
071-043-024	2752 BAUTISTA ST, UNIT A		1							8/8/2023	1
051-450-025	2966 ALDRICH CT, UNIT A		1							8/23/2023	1
056-500-082	5621 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-083	5617 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-084	5613 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-085	5609 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-087	5601 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-088	5600 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-089	5604 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-090	5608 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-091	5612 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-092	5616 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-093	5620 SIERRA TRAIL WAY								1	9/19/2023	1
056-500-094	5624 SIERRA TRAIL WAY								1	9/19/2023	1
066-143-010	501 W 4TH ST, UNIT A		1							10/24/2023	1
053-840-001	5488 PROMONTORY WAY								1	9/6/2023	1
053-840-002	5484 PROMONTORY WAY								1	9/6/2023	1
053-840-003	5480 PROMONTORY WAY								1	9/7/2023	1
053-840-004	5476 PROMONTORY WAY								1	9/6/2023	1
053-840-005	5472 PROMONTORY WAY								1	9/6/2023	1
053-840-006	5468 PROMONTORY WAY								1	9/6/2023	1
053-840-007	5464 PROMONTORY WAY								1	9/6/2023	1
053-840-008	5460 PROMONTORY WAY								1	9/6/2023	1
053-840-047	5459 PROMONTORY WAY								1	9/6/2023	1
053-840-048	5463 PROMONTORY WAY								1	9/6/2023	1
053-840-049	5467 PROMONTORY WAY								1	9/6/2023	1
053-840-050	5471 PROMONTORY WAY								1	9/6/2023	1
067-223-019	521 W 19TH ST, UNIT A		1							9/1/2023	1
068-163-010	113 WORRELL RD, UNIT A		1							9/25/2023	1
055-530-013	5362 THUNDERBIRD CT, UNIT A		1							12/8/2023	1
057-180-068	5505 SPRING MOUNTAIN LN								1	9/12/2023	1
057-180-069	5501 SPRING MOUNTAIN LN								1	9/12/2023	1
057-180-070	5441 MCDOWELL VALLEY LN								1	9/12/2023	1
057-180-071	5437 MCDOWELL VALLEY LN								1	9/12/2023	1
057-180-072	5433 MCDOWELL VALLEY LN								1	9/12/2023	1
057-180-073	5429 MCDOWELL VALLEY LN								1	9/12/2023	1
057-180-074	5425 MCDOWELL VALLEY LN								1	9/12/2023	1
057-180-099	5440 MCDOWELL VALLEY LN								1	9/12/2023	1
057-200-015	5456 HAMES VALLEY LN								1	9/14/2023	1
057-200-016	5460 HAMES VALLEY LN								1	9/14/2023	1
057-200-017	5464 HAMES VALLEY LN								1	9/14/2023	1
057-200-018	5468 HAMES VALLEY LN								1	9/14/2023	1
057-200-019	5472 HAMES VALLEY LN								1	9/14/2023	1
057-200-020	5476 HAMES VALLEY LN								1	9/14/2023	1
057-200-021	5480 HAMES VALLEY LN								1	9/14/2023	1
057-200-040	5541 CLEMENT HILLS LN								1	9/14/2023	1
057-200-041	5545 CLEMENT HILLS LN								1	9/14/2023	1
057-200-042	5549 CLEMENT HILLS LN								1	9/14/2023	1
057-200-043	5553 CLEMENT HILLS LN								1	9/14/2023	1

068-061-013	1916 RUBY DR, UNIT A			1						9/18/2023	1
066-222-022	1104 W 9TH ST, UNIT A			1						10/19/2023	1
057-200-044	5452 KNIGHTS VALLEY LN								1	11/14/2023	1
057-200-045	5448 KNIGHTS VALLEY LN								1	11/14/2023	1
057-200-046	5444 KNIGHTS VALLEY LN								1	11/14/2023	1
057-200-047	5440 KNIGHTS VALLEY LN								1	11/14/2023	1
057-200-094	5439 KNIGHTS VALLEY LN								1	11/14/2023	1
057-200-095	5443 KNIGHTS VALLEY LN								1	11/14/2023	1
057-200-096	5447 KNIGHTS VALLEY LN								1	11/14/2023	1
057-200-097	5451 KNIGHTS VALLEY LN								1	12/21/2023	1
057-200-098	5455 KNIGHTS VALLEY LN								1	12/21/2023	1
057-200-099	5459 KNIGHTS VALLEY LN								1	11/14/2023	1
057-180-094	5420 MCDOWELL VALLEY LN								1	11/14/2023	1
057-180-095	5401 COVELO PL								1	11/14/2023	1
057-180-096	5400 COVELO PL								1	11/14/2023	1
057-180-097	5404 COVELO PL								1	11/14/2023	1
057-180-098	5436 MCDOWELL VALLEY LN								1	11/14/2023	1
067-156-012	1101 KLENGEL ST, UNIT A			1						11/1/2023	1
056-500-075	5649 SIERRA TRAIL WAY								1	11/7/2023	1
056-500-076	5645 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-077	5641 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-078	5637 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-079	5633 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-080	5629 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-081	5625 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-095	5628 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-096	5632 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-097	5636 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-098	5640 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-099	5644 SIERRA TRAIL WAY								1	11/15/2023	1
056-500-100	5648 SIERRA TRAIL WAY								1	11/15/2023	1
053-800-001	5441 MOUNTAIN RIDGE WAY								1	11/16/2023	1
053-840-051	5475 PROMONTORY WAY								1	11/16/2023	1
053-840-052	5483 PROMONTORY WAY								1	11/16/2023	1
053-840-053	5487 PROMONTORY WAY								1	11/16/2023	1
053-840-054	5204 PROMONTORY CT								1	11/16/2023	1
053-840-055	5208 PROMONTORY CT								1	11/16/2023	1
053-840-056	5212 PROMONTORY CT								1	11/16/2023	1
053-840-057	5216 PROMONTORY CT								1	11/16/2023	1
053-840-058	5220 PROMONTORY CT								1	11/16/2023	1
053-840-059	5224 PROMONTORY CT								1	11/16/2023	1
053-840-060	5225 PROMONTORY CT								1	11/16/2023	1
053-840-061	5221 PROMONTORY CT								1	11/16/2023	1
067-080-011	1118 D ST, UNIT A			1						11/27/2023	1
071-313-004	1013 DONCASTER DR			1						3/30/2023	1
051-430-028	3034 HICKORYNUT ST								1	6/13/2023	1
051-430-031	3046 HICKORYNUT ST								1	6/13/2023	1
051-430-032	3045 HONEYCOMB CT								1	3/27/2023	1
051-430-041	3025 HICKORYNUT ST								1	3/27/2023	1
071-370-007	1016 GATTER DR UNIT A					1				1/23/2023	1
052-261-008	3600 BAYWOOD CIR, UNIT A					1				10/18/2023	1
057-160-008	5408 NIMIS WAY								1	3/2/2023	1
057-160-009	5412 NIMIS WAY								1	3/2/2023	1
057-160-010	5416 NIMIS WAY								1	3/2/2023	1
057-160-011	5420 NIMIS WAY								1	3/2/2023	1
057-160-062	5421 NIMIS WAY								1	3/2/2023	1
075-343-007	2217 LAFAYETTE DR, UNIT A					1				1/17/2023	1

057-140-104	5324 TRIMONTI CIR								1	1/13/2023	1
057-140-103	5320 TRIMONTI CIR								1	1/13/2023	1
057-140-102	5312 VIVARO WAY								1	1/13/2023	1
057-140-101	5308 VIVARO WAY								1	1/13/2023	1
057-140-100	5304 VIVARO WAY								1	1/13/2023	1
057-140-099	5300 VIVARO WAY								1	1/13/2023	1
057-140-009	5301 VIVARO WAY								1	1/13/2023	1
057-140-008	5305 VIVARO WAY								1	1/13/2023	1
057-150-050	5486 MAJANO WAY								1	1/13/2023	1
057-150-052	5478 MAJANO WAY								1	1/13/2023	1
057-150-053	5474 MAJANO WAY								1	1/13/2023	1
057-150-051	5482 MAJANO WAY								1	1/13/2023	1
057-150-054	5470 MAJANO WAY								1	1/13/2023	1
057-150-055	5466 MAJANO WAY								1	1/13/2023	1
057-150-056	5462 MAJANO WAY								1	1/13/2023	1
057-150-057	5458 MAJANO WAY								1	1/13/2023	1
057-150-058	5454 MAJANO WAY								1	1/13/2023	1
067-311-027	2102 D ST, UNIT B						1			1/20/2023	1
053-850-033	5471 LOS MEGANOS LN								1	3/22/2023	1
053-850-034	5475 LOS MEGANOS LN								1	3/22/2023	1
053-850-035	5479 LOS MEGANOS LN								1	3/17/2023	1
053-850-036	5483 LOS MEGANOS LN								1	3/17/2023	1
053-850-037	5487 LOS MEGANOS LN								1	3/17/2023	1
053-850-038	5491 LOS MEGANOS LN								1	3/17/2023	1
053-850-105	4608 WATERSHED PL								1	3/17/2023	1
053-850-106	4612 WATERSHED PL								1	3/17/2023	1
053-850-107	4613 WATERSHED PL								1	3/17/2023	1
053-850-108	4609 WATERSHED PL								1	3/17/2023	1
053-850-109	4616 MARSH PL								1	3/22/2023	1
053-850-111	4621 MARSH PL								1	3/22/2023	1
053-850-112	4617 MARSH PL								1	3/22/2023	1
053-850-110	4620 MARSH PL								1	3/22/2023	1
052-341-002	2917 WILDFLOWER DR UNIT A				1					2/14/2023	1
053-860-018	4542 RIVERVIEW LN								1	8/17/2023	1
053-860-019	4538 RIVERVIEW LN								1	8/17/2023	1
053-860-047	4587 MARSH CREEK PL								1	9/5/2023	1
053-860-048	4591 MARSH CREEK PL								1	8/17/2023	1
053-860-049	4595 MARSH CREEK PL								1	8/17/2023	1
053-860-050	4596 MARSH CREEK PL								1	8/17/2023	1
053-860-051	4592 MARSH CREEK PL								1	8/17/2023	1
053-860-052	4588 MARSH CREEK PL								1	9/5/2023	1
053-850-027	5421 COUNTRY HILLS LN								1	8/17/2023	1
053-850-028	5425 COUNTRY HILLS LN								1	8/17/2023	1
053-850-029	5429 COUNTRY HILLS LN								1	8/17/2023	1
053-850-030	5433 COUNTRY HILLS LN								1	8/17/2023	1
053-850-031	5463 LOS MEGANOS LN								1	8/17/2023	1
053-850-032	5467 LOS MEGANOS LN								1	8/17/2023	1
053-850-039	5424 COUNTRY HILLS LN								1	8/17/2023	1
053-850-040	5420 COUNTRY HILLS LN								1	8/17/2023	1
057-160-012	5424 NIMIS WAY								1	4/12/2023	1
057-160-013	5428 NIMIS WAY								1	4/12/2023	1
057-160-014	5432 NIMIS WAY								1	4/12/2023	1
057-160-060	5429 NIMIS WAY								1	4/12/2023	1
057-160-061	5425 NIMIS WAY								1	4/12/2023	1
068-131-007	35 E MADILL ST, UNIT A				1					1/17/2023	1
052-430-062	4132 AMARGOSA DR, UNIT A				1					3/20/2023	1
057-180-012	5460 SPRING MOUNTAIN LN								1	3/16/2023	1

057-180-013	5464 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-014	5468 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-015	5472 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-016	5476 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-017	5480 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-018	5484 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-019	5488 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-017	5492 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-021	5496 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-022	5500 SPRING MOUNTAIN LN								1	4/3/2023	1
057-180-023	5504 SPRING MOUNTAIN LN								1	4/3/2023	1
057-180-024	5508 SPRING MOUNTAIN LN								1	4/3/2023	1
057-180-025	5512 SPRING MOUNTAIN LN								1	4/3/2023	1
057-180-026	5516 SPRING MOUNTAIN LN								1	4/3/2023	1
057-180-027	5520 SPRING MOUNTAIN LN								1	4/3/2023	1
057-200-022	5524 SPRING MOUNTAIN LN								1	4/3/2023	1
057-200-023	5528 SPRING MOUNTAIN LN								1	4/3/2023	1
057-200-024	5532 SPRING MOUNTAIN LN								1	4/3/2023	1
057-200-025	5536 SPRING MOUNTAIN LN								1	4/3/2023	1
057-200-001	5400 HAMES VALLEY LN								1	4/13/2023	1
057-200-002	5404 HAMES VALLEY LN								1	4/13/2023	1
057-200-003	5408 HAMES VALLEY LN								1	4/13/2023	1
057-200-004	5412 HAMES VALLEY LN								1	4/13/2023	1
057-200-005	5416 HAMES VALLEY LN								1	4/13/2023	1
057-200-026	5401 HAMES VALLEY LN								1	4/13/2023	1
057-200-027	5405 HAMES VALLEY LN								1	4/13/2023	1
057-200-028	5409 HAMES VALLEY LN								1	4/13/2023	1
057-200-029	5413 HAMES VALLEY LN								1	4/13/2023	1
057-200-030	5417 HAMES VALLEY LN								1	4/13/2023	1
057-180-008	5457 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-009	5453 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-010	5452 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-011	5456 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-100	5493 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-101	5489 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-102	5485 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-103	5477 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-104	5473 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-105	5469 SPRING MOUNTAIN LN								1	3/16/2023	1
057-180-106	5465 SPRING MOUNTAIN LN								1	3/16/2023	1
057-190-025	5440 SPRING MOUNTAIN LN								1	4/3/2023	1
057-190-026	5444 SPRING MOUNTAIN LN								1	4/3/2023	1
057-190-027	5448 SPRING MOUNTAIN LN								1	4/3/2023	1
057-190-028	5449 SPRING MOUNTAIN LN								1	4/3/2023	1
057-190-029	5437 CAPAY VALLEY LN								1	4/3/2023	1
057-190-030	5433 CAPAY VALLEY LN								1	4/3/2023	1
057-190-031	5429 CAPAY VALLEY LN								1	4/3/2023	1
057-190-086	5436 CAPAY VALLEY LN								1	4/3/2023	1
057-190-087	5440 CAPAY VALLEY LN								1	4/3/2023	1
057-190-032	5425 CAPAY VALLEY LN								1	4/13/2023	1
057-190-033	5421 CAPAY VALLEY LN								1	4/13/2023	1
057-190-034	5417 CAPAY VALLEY LN								1	4/13/2023	1
057-190-035	5413 CAPAY VALLEY LN								1	4/13/2023	1
057-190-078	5340 CENTRAL COAST LN								1	4/13/2023	1
057-190-079	5344 CENTRAL COAST LN								1	4/13/2023	1
057-190-080	5348 CENTRAL COAST LN								1	4/13/2023	1
057-190-081	5352 CENTRAL COAST LN								1	4/13/2023	1

057-190-082	5353 CENTRAL COAST LN								1	4/13/2023	1
057-190-083	5349 CENTRAL COAST LN								1	4/13/2023	1
057-190-084	5345 CENTRAL COAST LN								1	4/13/2023	1
057-190-085	5341 CENTRAL COAST LN								1	4/13/2023	1
057-160-003	5404 TRIMONTI CIR								1	5/30/2023	1
057-160-004	5408 TRIMONTI CIR								1	5/30/2023	1
057-160-005	5412 TRIMONTI CIR								1	5/5/2023	1
057-160-092	5419 TRIMONTI CIR								1	5/5/2023	1
057-160-093	5415 TRIMONTI CIR								1	5/5/2023	1
057-160-094	5411 TRIMONTI CIR								1	5/5/2023	1
057-160-095	5407 TRIMONTI CIR								1	5/5/2023	1
072-255-047	916 CLAY CT, UNIT A					1				6/21/2023	1
057-140-015	5173 MANIAGO WAY								1	3/14/2023	1
057-140-016	5169 MANIAGO WAY								1	3/14/2023	1
057-140-017	5165 MANIAGO WAY								1	3/14/2023	1
057-140-018	5161 MANIAGO WAY								1	3/14/2023	1
057-140-019	5157 MANIAGO WAY								1	3/14/2023	1
057-140-020	5153 MANIAGO WAY								1	3/14/2023	1
057-140-021	5149 MANIAGO WAY								1	3/14/2023	1
057-140-022	5145 MANIAGO WAY								1	3/14/2023	1
072-340-004	4743 CRESTONE NEEDLE WAY, UNIT A					1				3/23/2023	1
057-160-097	5399 TRIMONTI CIR								1	6/14/2023	1
057-140-138	5395 TRIMONTI CIR								1	6/14/2023	1
057-140-139	5391 TRIMONTI CIR								1	6/14/2023	1
057-140-140	5387 TRIMONTI CIR								1	6/14/2023	1
057-140-141	5383 TRIMONTI CIR								1	6/14/2023	1
057-140-142	5377 TRIMONTI CIR								1	7/13/2023	1
057-140-143	5375 TRIMONTI CIR								1	7/13/2023	1
057-140-144	5371 TRIMONTI CIR								1	7/13/2023	1
057-140-146	5380 TRIMONTI CIR								1	7/13/2023	1
057-140-147	5384 TRIMONTI CIR								1	8/10/2023	1
057-150-059	5450 PAULARO WAY								1	3/14/2023	1
057-150-060	5446 PAULARO WAY								1	3/14/2023	1
057-150-061	5442 PAULARO WAY								1	3/14/2023	1
057-150-064	5443 PAULARO WAY								1	3/14/2023	1
057-150-065	5447 PAULARO WAY								1	3/14/2023	1
057-150-066	5463 MAJANO WAY								1	3/14/2023	1
057-150-107	5471 TRIMONTI CIR								1	3/14/2023	1
057-150-108	5475 TRIMONTI CIR								1	3/14/2023	1
057-150-109	5479 TRIMONTI CIR								1	3/14/2023	1
067-131-016	519 W 11TH ST UNIT A					1				4/19/2023	1
067-284-001	2507 D ST, UNIT A					1				3/30/2023	1
057-150-017	5290 CARLINO CT								1	4/10/2023	1
057-150-018	5288 CARLINO CT								1	4/10/2023	1
057-150-019	5286 CARLINO CT								1	4/10/2023	1
057-150-020	5284 CARLINO CT								1	4/10/2023	1
057-150-021	5285 CARLINO CT								1	4/10/2023	1
057-150-022	5287 CARLINO CT								1	4/10/2023	1
057-150-023	5289 CARLINO CT								1	4/10/2023	1
057-150-024	5291 CARLINO CT								1	4/10/2023	1
057-140-005	5308 TRIMONTI CIR								1	4/10/2023	1
057-140-006	5312 TRIMONTI CIR								1	4/10/2023	1
057-140-007	5316 TRIMONTI CIR								1	4/10/2023	1
057-140-010	5160 MANIAGO WAY								1	4/10/2023	1
057-140-011	5164 MANIAGO WAY								1	4/10/2023	1
057-140-012	5168 MANIAGO WAY								1	4/10/2023	1



057-140-013	5172 MANIAGO WAY								1	4/10/2023	1
057-140-014	5176 MANIAGO WAY								1	4/10/2023	1
066-222-023	1108 W 9TH ST, UNIT A					1				6/15/2023	1
053-840-009	5456 PROMONTORY WAY								1	4/20/2023	1
053-840-010	5452 PROMONTORY WAY								1	4/20/2023	1
053-840-011	5448 PROMONTORY WAY								1	4/20/2023	1
053-840-012	5444 PROMONTORY WAY								1	4/20/2023	1
053-840-013	5440 PROMONTORY WAY								1	4/20/2023	1
053-840-014	5436 PROMONTORY WAY								1	4/20/2023	1
053-840-015	5432 PROMONTORY WAY								1	4/20/2023	1
053-840-042	5437 PROMONTORY WAY								1	4/20/2023	1
053-840-043	5441 PROMONTORY WAY								1	4/20/2023	1
053-840-044	5447 PROMONTORY WAY								1	4/20/2023	1
053-840-045	5451 PROMONTORY WAY								1	4/20/2023	1
053-840-046	5455 PROMONTORY WAY								1	4/20/2023	1
053-830-001	5466 CANYON RIDGE WAY								1	4/20/2023	1
053-830-002	5470 CANYON RIDGE WAY								1	4/20/2023	1
053-830-003	5474 GRAY PINE WAY								1	4/20/2023	1
053-830-032	5458 GRAY PINE WAY								1	4/20/2023	1
053-830-033	5462 GRAY PINE WAY								1	4/20/2023	1
053-830-034	5466 GRAY PINE WAY								1	4/20/2023	1
053-830-035	5470 GRAY PINE WAY								1	4/20/2023	1
053-830-036	5467 GRAY PINE WAY								1	4/20/2023	1
053-830-037	5463 GRAY PINE WAY								1	4/20/2023	1
053-830-038	5459 GRAY PINE WAY								1	4/20/2023	1
053-830-039	5455 GRAY PINE WAY								1	4/20/2023	1
055-610-038	1911 MOUNT STAKES CT, UNIT A							1		5/11/2023	1
056-320-040	5517 SUNVIEW WAY, UNIT A							1		9/20/2023	1
057-150-025	5206 SISTIANA WAY								1	6/1/2023	1
057-150-026	5202 SISTIANA WAY								1	6/2/2023	1
057-150-027	5198 SISTIANA WAY								1	6/2/2023	1
057-150-028	5194 SISTIANA WAY								1	6/2/2023	1
057-150-029	5190 SISTIANA WAY								1	6/2/2023	1
057-150-030	5186 SISTIANA WAY								1	6/2/2023	1
057-130-056	5268 TRIMONTI CIR								1	6/2/2023	1
057-130-057	5272 TRIMONTI CIR								1	6/2/2023	1
057-140-001	5292 TRIMONTI CIR								1	6/2/2023	1
068-115-006	117 E MADILL ST, UNIT A							1		6/29/2023	1
053-081-033	2537 CARPINTERIA DR, UNIT A							1		9/12/2023	1
057-140-134	5434 NUOVO WAY								1	8/10/2023	1
057-140-135	5438 NUOVO WAY								1	8/10/2023	1
057-140-136	5442 NUOVO WAY								1	8/10/2023	1
057-140-137	5446 NUOVO WAY								1	8/10/2023	1
057-140-145	5376 TRIMONTI CIR								1	7/13/2023	1
057-140-150	5381 CLAUZETTO WAY								1	9/29/2023	1
057-140-156	5378 CLAUZETTO WAY								1	9/29/2023	1
057-140-157	5382 CLAUZETTO WAY								1	9/29/2023	1
057-140-158	5386 CLAUZETTO WAY								1	9/29/2023	1
057-140-159	5390 CLAUZETTO WAY								1	9/29/2023	1
057-140-151	5377 CLAUZETTO WAY								1	11/28/2023	1
057-140-152	5373 CLAUZETTO WAY								1	11/28/2023	1
057-140-153	5369 CLAUZETTO WAY								1	11/28/2023	1
057-140-154	5370 CLAUZETTO WAY								1	11/28/2023	1
057-140-155	5374 CLAUZETTO WAY								1	11/28/2023	1
057-140-131	5422 NUOVO WAY								1	9/5/2023	1
057-140-132	5426 NUOVO WAY								1	9/5/2023	1



Table A2

## Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy									
			10							11	12	
Current APN	Street Address	Project Name <sup>+</sup>	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	
			0	0	0	3	0	3	307		313	
76680016	3915 SITA CT	MCLEOD, DOUGLAS							1	7/21/2023	1	
51430033	3043 HONEYCOMB CT	KNOLL LLC, ANTIOCH							1	7/24/2023	1	
51430035	3039 HONEYCOMB CT	DISCOVERY, BUILDERS INC							1	6/26/2023	1	
51430037	3035 HONEYCOMB CT	DISCOVERY, BUILDERS INC							1	5/5/2023	1	
51430038	3033 HONEYCOMB CT	DISCOVERY, BUILDERS INC							1	5/19/2023	1	
53840029	5385 PROMONTORY WAY	DAVIDON HOMES							1	1/4/2023	1	
53840030	5395 PROMONTORY WAY	DAVIDON HOMES							1	1/4/2023	1	
53830020	5508 PROMONTORY WAY	DAVIDON HOMES							1	1/25/2023	1	
53830023	5492 PROMONTORY WAY	DAVIDON HOMES							1	1/17/2023	1	
53830024	5424 GRAY PINE WAY	DAVIDON HOMES							1	1/19/2023	1	
53830025	5428 GRAY PINE WAY	DAVIDON HOMES							1	1/23/2023	1	
53830046	5427 GRAY PINE WAY	DAVIDON HOMES							1	1/9/2023	1	
53830047	5423 GRAY PINE WAY	DAVIDON HOMES							1	1/9/2023	1	
53830048	5501 PROMONTORY WAY	DAVIDON HOMES							1	1/11/2023	1	
57180041	5429 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	7/20/2023	1	
57190021	5424 SPRING MOUNTAIN LANE	TRI POINTE HOMES HOLDINGS INC							1	10/27/2023	1	
57190022	5428 SPRING MOUNTAIN LANE	TRI POINTE HOMES HOLDINGS INC							1	10/27/2023	1	
57140070	5322 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	3/21/2023	1	
57140076	5346 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	1/4/2023	1	
57140077	5350 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	1/9/2023	1	
57150102	5422 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN							1	1/6/2023	1	
57150103	5426 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN							1	1/18/2023	1	
57150104	5430 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN							1	2/8/2023	1	
53840017	5105 TREELINE WAY	DAVIDON HOMES							1	3/1/2023	1	
53840020	5112 TREELINE WAY	DAVIDON HOMES							1	1/11/2023	1	
53840021	5420 PROMONTORY WAY	DAVIDON HOMES							1	1/25/2023	1	

53840036	5202 TREELINE COURT	DAVIDON HOMES							1	3/14/2023	1
53840039	5209 TREELINE COURT	DAVIDON HOMES							1	2/28/2023	1
53840040	5207 TREELINE COURT	DAVIDON HOMES							1	1/13/2023	1
53840041	5429 PROMOTORY WAY	DAVIDON HOMES							1	1/13/2023	1
53830028	5440 GRAY PINE WAY	DAVIDON HOMES							1	2/10/2023	1
53830029	5444 GRAY PINE WAY	DAVIDON HOMES							1	2/10/2023	1
53830030	5448 GRAY PINE WAY	DAVIDON HOMES							1	2/24/2023	1
53830031	5454 GRAY PINE WAY	DAVIDON HOMES							1	2/24/2023	1
53830040	5451 GRAY PINE WAY	DAVIDON HOMES							1	3/24/2023	1
53830041	5447 GRAY PINE WAY	DAVIDON HOMES							1	3/24/2023	1
57140078	5354 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	4/4/2023	1
57140079	5358 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	3/21/2023	1
57140084	5357 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57140085	5353 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	12/6/2022	1
57140087	5345 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	3/9/2023	1
57150062	5435 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN							1	4/4/2023	1
57150063	5439 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57150084	5304 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN							1	2/9/2023	1
57150085	5302 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN							1	2/9/2023	1
57150086	5300 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN							1	1/5/2023	1
57150087	5301 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN							1	3/15/2023	1
57150088	5303 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN							1	4/4/2023	1
57150089	5305 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
not available	5360 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	6/29/2023	1
not available	5364 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	6/26/2023	1
not available	5368 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	6/21/2023	1
not available	5372 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	6/16/2023	1
not available	5376 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	4/5/2023	1
not available	5380 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	3/30/2023	1
not available	5384 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	3/30/2023	1
not available	5388 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	3/28/2023	1

not available	5392 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	3/28/2023	1
57180028	5481 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	7/25/2023	1
57180029	5477 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	7/24/2023	1
57180030	5473 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	4/6/2023	1
57180031	5469 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	3/30/2023	1
57180032	5465 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	3/23/2023	1
57180033	5461 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	3/21/2023	1
57180064	5464 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	4/6/2023	1
57180065	5472 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	7/13/2023	1
57180066	5476 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	7/17/2023	1
57180067	5480 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC							1	7/24/2023	1
57140080	5362 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57140081	5366 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	5/16/2023	1
57140082	5365 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	5/4/2023	1
57140083	5361 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57140114	5364 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57140115	5368 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57140116	5372 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN							1	5/11/2023	1
57150046	5502 Majano Way	LENNAR HOMES OF CALIFORNIA IN							1	5/11/2023	1
57150047	5498 Majano Way	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57150048	5494 Majano Way	LENNAR HOMES OF CALIFORNIA IN							1	5/11/2023	1
57150049	5490 Majano Way	LENNAR HOMES OF CALIFORNIA IN							1	5/11/2023	1
57150070	5489 Majano Way	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57150071	5493 Majano Way	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57150072	5497 Majano Way	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1

57150073	5501 Majano Way	LENNAR HOMES OF CALIFORNIA IN							1	6/26/2023	1
57160066	5422 TRIMONTI CIR	DE NOVA HOMES INC							1	6/26/2023	1
57160067	5426 TRIMONTI CIR	DE NOVA HOMES INC							1	6/26/2023	1
57160068	5430 TRIMONTI CIR	DE NOVA HOMES INC							1	4/10/2023	1
57160069	5434 TRIMONTI CIR	DE NOVA HOMES INC							1	6/26/2023	1
57160089	5431 TRIMONTI CIR	DE NOVA HOMES INC							1	5/16/2023	1
57160090	5427 TRIMONTI CIR	DE NOVA HOMES INC							1	6/26/2023	1
57160091	5423 TRIMONTI CIR	DE NOVA HOMES INC							1	6/26/2023	1
53740041	4650 GLASGOW CT	BENCHMARK COMMUNITIES LLC							1	4/11/2023	1
53740042	4652 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY							1	4/11/2023	1
53740043	4654 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY							1	2/12/2022	1
53740044	4656 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY							1	3/30/2023	1
53770017	4687 BRAEMAR ST	FIRST, AMERICAN TITLE COMPA							1	4/5/2023	1
53770018	4683 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY							1	4/7/2023	1
53770019	4679 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY							1	4/5/2023	1
53770020	4675 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY							1	3/15/2023	1
53770021	4671 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY							1	4/7/2023	1
57160086	5443 TRIMONTI CIR	DE NOVA HOMES INC							1	6/26/2023	1
57160087	5439 TRIMONTI CIR	DE NOVA HOMES INC							1	6/26/2023	1
57160088	5435 TRIMONTI CIR	DE NOVA HOMES INC							1	6/26/2023	1
57150067	5441 MAJANO WAY	DE NOVA HOMES INC							1	3/28/2023	1
57150068	5445 MAJANO WAY	DE NOVA HOMES INC							1	3/28/2023	1
57150069	5449 MAJANO WAY	DE NOVA HOMES INC							1	3/28/2023	1
57160006	5400 NIMIS WAY	DE NOVA HOMES INC							1	5/16/2023	1
57160007	5404 NIMIS WAY	DE NOVA HOMES INC							1	4/10/2023	1
57160063	5417 NIMIS WAY	DE NOVA HOMES INC							1	3/8/2023	1
57160064	5403 NIMIS WAY	DE NOVA HOMES INC							1	6/26/2023	1
57160065	5418 TRIMONTI CIRCLE	DE NOVA HOMES INC							1	6/26/2023	1
057-200-012	5444 HAMES VALLEY LN										0
057-200-013	5448 HAMES VALLEY LN										0
057-200-014	5452 HAMES VALLEY LN										0
057-200-036	5441 HAMES VALLEY LN										0
057-200-037	5445 HAMES VALLEY LN										0

057-200-038	5449 HAMES VALLEY LN										0
057-200-039	5453 HAMES VALLEY LN										0
057-180-001	5396 RAMONA VALLEY LN										0
057-180-002	5400 RAMONA VALLEY LN										0
057-180-003	5404 RAMONA VALLEY LN										0
057-180-004	5408 RAMONA VALLEY LN										0
057-180-005	5412 RAMONA VALLEY LN										0
057-180-006	5416 RAMONA VALLEY LN										0
057-180-007	5420 RAMONA VALLEY LN										0
057-180-107	5425 RAMONA VALLEY LN										0
057-180-108	5421 RAMONA VALLEY LN										0
071-043-024	2752 BAUTISTA ST, UNIT A										0
051-450-025	2966 ALDRICH CT, UNIT A										0
056-500-082	5621 SIERRA TRAIL WAY										0
056-500-083	5617 SIERRA TRAIL WAY										0
056-500-084	5613 SIERRA TRAIL WAY										0
056-500-085	5609 SIERRA TRAIL WAY										0
056-500-087	5601 SIERRA TRAIL WAY										0
056-500-088	5600 SIERRA TRAIL WAY										0
056-500-089	5604 SIERRA TRAIL WAY										0
056-500-090	5608 SIERRA TRAIL WAY										0
056-500-091	5612 SIERRA TRAIL WAY										0
056-500-092	5616 SIERRA TRAIL WAY										0
056-500-093	5620 SIERRA TRAIL WAY										0
056-500-094	5624 SIERRA TRAIL WAY										0
066-143-010	501 W 4TH ST, UNIT A										0
053-840-001	5488 PROMONTORY WAY										0
053-840-002	5484 PROMONTORY WAY										0
053-840-003	5480 PROMONTORY WAY										0
053-840-004	5476 PROMONTORY WAY										0
053-840-005	5472 PROMONTORY WAY										0
053-840-006	5468 PROMONTORY WAY										0
053-840-007	5464 PROMONTORY WAY										0
053-840-008	5460 PROMONTORY WAY										0
053-840-047	5459 PROMONTORY WAY										0
053-840-048	5463 PROMONTORY WAY										0
053-840-049	5467 PROMONTORY WAY										0
053-840-050	5471 PROMONTORY WAY										0
067-223-019	521 W 19TH ST, UNIT A										0
068-163-010	113 WORRELL RD, UNIT A										0
055-530-013	5362 THUNDERBIRD CT, UNIT A										0
057-180-068	5505 SPRING MOUNTAIN LN										0
057-180-069	5501 SPRING MOUNTAIN LN										0
057-180-070	5441 MCDOWELL VALLEY LN										0
057-180-071	5437 MCDOWELL VALLEY LN										0
057-180-072	5433 MCDOWELL VALLEY LN										0
057-180-073	5429 MCDOWELL VALLEY LN										0
057-180-074	5425 MCDOWELL VALLEY LN										0
057-180-099	5440 MCDOWELL VALLEY LN										0
057-200-015	5456 HAMES VALLEY LN										0
057-200-016	5460 HAMES VALLEY LN										0
057-200-017	5464 HAMES VALLEY LN										0
057-200-018	5468 HAMES VALLEY LN										0
057-200-019	5472 HAMES VALLEY LN										0
057-200-020	5476 HAMES VALLEY LN										0
057-200-021	5480 HAMES VALLEY LN										0

057-200-040	5541 CLEMENT HILLS LN										0
057-200-041	5545 CLEMENT HILLS LN										0
057-200-042	5549 CLEMENT HILLS LN										0
057-200-043	5553 CLEMENT HILLS LN										0
068-061-013	1916 RUBY DR, UNIT A										0
066-222-022	1104 W 9TH ST, UNIT A										0
057-200-044	5452 KNIGHTS VALLEY LN										0
057-200-045	5448 KNIGHTS VALLEY LN										0
057-200-046	5444 KNIGHTS VALLEY LN										0
057-200-047	5440 KNIGHTS VALLEY LN										0
057-200-094	5439 KNIGHTS VALLEY LN										0
057-200-095	5443 KNIGHTS VALLEY LN										0
057-200-096	5447 KNIGHTS VALLEY LN										0
057-200-097	5451 KNIGHTS VALLEY LN										0
057-200-098	5455 KNIGHTS VALLEY LN										0
057-200-099	5459 KNIGHTS VALLEY LN										0
057-180-094	5420 MCDOWELL VALLEY LN										0
057-180-095	5401 COVELO PL										0
057-180-096	5400 COVELO PL										0
057-180-097	5404 COVELO PL										0
057-180-098	5436 MCDOWELL VALLEY LN										0
067-156-012	1101 KLENGEL ST, UNIT A										0
056-500-075	5649 SIERRA TRAIL WAY										0
056-500-076	5645 SIERRA TRAIL WAY										0
056-500-077	5641 SIERRA TRAIL WAY										0
056-500-078	5637 SIERRA TRAIL WAY										0
056-500-079	5633 SIERRA TRAIL WAY										0
056-500-080	5629 SIERRA TRAIL WAY										0
056-500-081	5625 SIERRA TRAIL WAY										0
056-500-095	5628 SIERRA TRAIL WAY										0
056-500-096	5632 SIERRA TRAIL WAY										0
056-500-097	5636 SIERRA TRAIL WAY										0
056-500-098	5640 SIERRA TRAIL WAY										0
056-500-099	5644 SIERRA TRAIL WAY										0
056-500-100	5648 SIERRA TRAIL WAY										0
053-800-001	5441 MOUNTAIN RIDGE WAY										0
053-840-051	5475 PROMONTORY WAY										0
053-840-052	5483 PROMONTORY WAY										0
053-840-053	5487 PROMONTORY WAY										0
053-840-054	5204 PROMONTORY CT										0
053-840-055	5208 PROMONTORY CT										0
053-840-056	5212 PROMONTORY CT										0
053-840-057	5216 PROMONTORY CT										0
053-840-058	5220 PROMONTORY CT										0
053-840-059	5224 PROMONTORY CT										0
053-840-060	5225 PROMONTORY CT										0
053-840-061	5221 PROMONTORY CT										0
067-080-011	1118 D ST, UNIT A										0
071-313-004	1013 DONCASTER DR										0
051-430-028	3034 HICKORYNUT ST							1	11/9/2023		1
051-430-031	3046 HICKORYNUT ST										0
051-430-032	3045 HONEYCOMB CT							1	9/7/2023		1
051-430-041	3025 HICKORYNUT ST							1	9/14/2023		1
071-370-007	1016 GATTER DR UNIT A										0
052-261-008	3600 BAYWOOD CIR, UNIT A										0
057-160-008	5408 NIMIS WAY							1	8/15/2023		1



057-160-009	5412 NIMIS WAY								1	8/2/2023	1
057-160-010	5416 NIMIS WAY								1	8/2/2023	1
057-160-011	5420 NIMIS WAY								1	8/23/2023	1
057-160-062	5421 NIMIS WAY								1	8/23/2023	1
075-343-007	2217 LAFAYETTE DR, UNIT A										0
057-140-104	5324 TRIMONTI CIR								1	6/26/2023	1
057-140-103	5320 TRIMONTI CIR								1	6/29/2023	1
057-140-102	5312 VIVARO WAY								1	7/11/2023	1
057-140-101	5308 VIVARO WAY								1	7/18/2023	1
057-140-100	5304 VIVARO WAY								1	8/9/2023	1
057-140-099	5300 VIVARO WAY								1	8/10/2023	1
057-140-009	5301 VIVARO WAY								1	8/29/2023	1
057-140-008	5305 VIVARO WAY								1	8/23/2023	1
057-150-050	5486 MAJANO WAY								1	7/10/2023	1
057-150-052	5478 MAJANO WAY								1	7/17/2023	1
057-150-053	5474 MAJANO WAY								1	7/17/2023	1
057-150-051	5482 MAJANO WAY								1	7/10/2023	1
057-150-054	5470 MAJANO WAY								1	8/7/2023	1
057-150-055	5466 MAJANO WAY								1	8/7/2023	1
057-150-056	5462 MAJANO WAY								1	8/7/2023	1
057-150-057	5458 MAJANO WAY								1	8/22/2023	1
057-150-058	5454 MAJANO WAY								1	8/23/2023	1
067-311-027	2102 D ST, UNIT B										0
053-850-033	5471 LOS MEGANOS LN										0
053-850-034	5475 LOS MEGANOS LN										0
053-850-035	5479 LOS MEGANOS LN								1	9/27/2023	1
053-850-036	5483 LOS MEGANOS LN								1	9/7/2023	1
053-850-037	5487 LOS MEGANOS LN								1	9/12/2023	1
053-850-038	5491 LOS MEGANOS LN								1	9/12/2023	1
053-850-105	4608 WATERSHED PL								1	10/4/2023	1
053-850-106	4612 WATERSHED PL								1	9/27/2023	1
053-850-107	4613 WATERSHED PL								1	9/27/2023	1
053-850-108	4609 WATERSHED PL								1	10/5/2023	1
053-850-109	4616 MARSH PL										0
053-850-111	4621 MARSH PL										0
053-850-112	4617 MARSH PL										0
053-850-110	4620 MARSH PL										0
052-341-002	2917 WILDFLOWER DR UNIT A										0
053-860-018	4542 RIVERVIEW LN										0
053-860-019	4538 RIVERVIEW LN										0
053-860-047	4587 MARSH CREEK PL										0
053-860-048	4591 MARSH CREEK PL										0
053-860-049	4595 MARSH CREEK PL										0
053-860-050	4596 MARSH CREEK PL										0
053-860-051	4592 MARSH CREEK PL										0
053-860-052	4588 MARSH CREEK PL										0
053-850-027	5421 COUNTRY HILLS LN										0
053-850-028	5425 COUNTRY HILLS LN										0
053-850-029	5429 COUNTRY HILLS LN										0
053-850-030	5433 COUNTRY HILLS LN										0
053-850-031	5463 LOS MEGANOS LN										0
053-850-032	5467 LOS MEGANOS LN										0
053-850-039	5424 COUNTRY HILLS LN										0
053-850-040	5420 COUNTRY HILLS LN										0
057-160-012	5424 NIMIS WAY								1	9/1/2023	1
057-160-013	5428 NIMIS WAY										0

057-160-014	5432 NIMIS WAY										0
057-160-060	5429 NIMIS WAY								1	8/31/2023	1
057-160-061	5425 NIMIS WAY								1	8/31/2023	1
068-131-007	35 E MADILL ST, UNIT A										0
052-430-062	4132 AMARGOSA DR, UNIT A					1				9/18/2023	1
057-180-012	5460 SPRING MOUNTAIN LN								1	8/23/2023	1
057-180-013	5464 SPRING MOUNTAIN LN								1	8/24/2023	1
057-180-014	5468 SPRING MOUNTAIN LN								1	8/29/2023	1
057-180-015	5472 SPRING MOUNTAIN LN								1	9/1/2023	1
057-180-016	5476 SPRING MOUNTAIN LN								1	9/7/2023	1
057-180-017	5480 SPRING MOUNTAIN LN								1	9/13/2023	1
057-180-018	5484 SPRING MOUNTAIN LN								1	9/14/2023	1
057-180-019	5488 SPRING MOUNTAIN LN								1	9/15/2023	1
057-180-017	5492 SPRING MOUNTAIN LN								1	9/19/2023	1
057-180-021	5496 SPRING MOUNTAIN LN								1	9/21/2023	1
057-180-022	5500 SPRING MOUNTAIN LN								1	10/2/2023	1
057-180-023	5504 SPRING MOUNTAIN LN								1	10/2/2023	1
057-180-024	5508 SPRING MOUNTAIN LN								1	10/9/2023	1
057-180-025	5512 SPRING MOUNTAIN LN								1	10/12/2023	1
057-180-026	5516 SPRING MOUNTAIN LN								1	10/12/2023	1
057-180-027	5520 SPRING MOUNTAIN LN								1	10/24/2023	1
057-200-022	5524 SPRING MOUNTAIN LN								1	10/26/2023	1
057-200-023	5528 SPRING MOUNTAIN LN								1	10/31/2023	1
057-200-024	5532 SPRING MOUNTAIN LN								1	10/31/2023	1
057-200-025	5536 SPRING MOUNTAIN LN								1	11/1/2023	1
057-200-001	5400 HAMES VALLEY LN								1	11/7/2023	1
057-200-002	5404 HAMES VALLEY LN								1	11/14/2023	1
057-200-003	5408 HAMES VALLEY LN								1	11/16/2023	1
057-200-004	5412 HAMES VALLEY LN								1	11/28/2023	1
057-200-005	5416 HAMES VALLEY LN								1	11/28/2023	1
057-200-026	5401 HAMES VALLEY LN								1	11/20/2023	1
057-200-027	5405 HAMES VALLEY LN								1	11/20/2023	1
057-200-028	5409 HAMES VALLEY LN								1	11/28/2023	1
057-200-029	5413 HAMES VALLEY LN								1	11/22/2023	1
057-200-030	5417 HAMES VALLEY LN								1	12/4/2023	1
057-180-008	5457 SPRING MOUNTAIN LN								1	10/27/2023	1
057-180-009	5453 SPRING MOUNTAIN LN								1	8/29/2023	1
057-180-010	5452 SPRING MOUNTAIN LN								1	8/31/2023	1
057-180-011	5456 SPRING MOUNTAIN LN								1	8/30/2023	1
057-180-100	5493 SPRING MOUNTAIN LN								1	7/28/2023	1
057-180-101	5489 SPRING MOUNTAIN LN								1	7/26/2023	1
057-180-102	5485 SPRING MOUNTAIN LN								1	10/27/2023	1
057-180-103	5477 SPRING MOUNTAIN LN								1	8/2/2023	1
057-180-104	5473 SPRING MOUNTAIN LN								1	8/4/2023	1
057-180-105	5469 SPRING MOUNTAIN LN								1	8/14/2023	1
057-180-106	5465 SPRING MOUNTAIN LN								1	8/16/2023	1
057-190-025	5440 SPRING MOUNTAIN LN								1	10/4/2023	1
057-190-026	5444 SPRING MOUNTAIN LN								1	10/3/2023	1
057-190-027	5448 SPRING MOUNTAIN LN								1	9/29/2023	1
057-190-028	5449 SPRING MOUNTAIN LN								1	10/9/2023	1
057-190-029	5437 CAPAY VALLEY LN								1	10/27/2023	1
057-190-030	5433 CAPAY VALLEY LN								1	10/23/2023	1
057-190-031	5429 CAPAY VALLEY LN								1	10/25/2023	1
057-190-086	5436 CAPAY VALLEY LN								1	10/11/2023	1
057-190-087	5440 CAPAY VALLEY LN								1	10/10/2023	1
057-190-032	5425 CAPAY VALLEY LN								1	11/22/2023	1

057-190-033	5421 CAPAY VALLEY LN								1	11/22/2023	1
057-190-034	5417 CAPAY VALLEY LN								1	11/30/2023	1
057-190-035	5413 CAPAY VALLEY LN								1	11/30/2023	1
057-190-078	5340 CENTRAL COAST LN								1	11/21/2023	1
057-190-079	5344 CENTRAL COAST LN								1	11/20/2023	1
057-190-080	5348 CENTRAL COAST LN								1	11/15/2023	1
057-190-081	5352 CENTRAL COAST LN								1	11/8/2023	1
057-190-082	5353 CENTRAL COAST LN								1	11/8/2023	1
057-190-083	5349 CENTRAL COAST LN								1	11/2/2023	1
057-190-084	5345 CENTRAL COAST LN								1	11/1/2023	1
057-190-085	5341 CENTRAL COAST LN								1	10/31/2023	1
057-160-003	5404 TRIMONTI CIR								1	10/27/2023	1
057-160-004	5408 TRIMONTI CIR								1	10/27/2023	1
057-160-005	5412 TRIMONTI CIR								1	10/17/2023	1
057-160-092	5419 TRIMONTI CIR								1	10/5/2023	1
057-160-093	5415 TRIMONTI CIR								1	10/5/2023	1
057-160-094	5411 TRIMONTI CIR								1	10/17/2023	1
057-160-095	5407 TRIMONTI CIR								1	10/18/2023	1
072-255-047	916 CLAY CT, UNIT A										0
057-140-015	5173 MANIAGO WAY								1	9/26/2023	1
057-140-016	5169 MANIAGO WAY								1	9/21/2023	1
057-140-017	5165 MANIAGO WAY								1	9/19/2023	1
057-140-018	5161 MANIAGO WAY								1	9/19/2023	1
057-140-019	5157 MANIAGO WAY								1	9/11/2023	1
057-140-020	5153 MANIAGO WAY								1	9/8/2023	1
057-140-021	5149 MANIAGO WAY								1	8/31/2023	1
057-140-022	5145 MANIAGO WAY								1	8/29/2023	1
072-340-004	4743 CRESTONE NEEDLE WAY, UNIT A					1				9/1/2023	1
057-160-097	5399 TRIMONTI CIR								1	11/14/2023	1
057-140-138	5395 TRIMONTI CIR								1	11/14/2023	1
057-140-139	5391 TRIMONTI CIR								1	11/21/2023	1
057-140-140	5387 TRIMONTI CIR								1	11/21/2023	1
057-140-141	5383 TRIMONTI CIR								1	11/21/2023	1
057-140-142	5377 TRIMONTI CIR								1	11/21/2023	1
057-140-143	5375 TRIMONTI CIR								1	12/1/2023	1
057-140-144	5371 TRIMONTI CIR								1	12/1/2023	1
057-140-146	5380 TRIMONTI CIR								1	12/19/2023	1
057-140-147	5384 TRIMONTI CIR								1	10/25/2023	1
057-150-059	5450 PAULARO WAY								1	9/6/2023	1
057-150-060	5446 PAULARO WAY								1	10/5/2023	1
057-150-061	5442 PAULARO WAY								1	9/28/2023	1
057-150-064	5443 PAULARO WAY								1	9/5/2023	1
057-150-065	5447 PAULARO WAY								1	9/5/2023	1
057-150-066	5463 MAJANO WAY								1	8/23/2023	1
057-150-107	5471 TRIMONTI CIR								1	9/28/2023	1
057-150-108	5475 TRIMONTI CIR								1	10/5/2023	1
057-150-109	5479 TRIMONTI CIR								1	10/6/2023	1
067-131-016	519 W 11TH ST UNIT A					1			1	12/28/2023	2
067-284-001	2507 D ST, UNIT A										0
057-150-017	5290 CARLINO CT								1	10/31/2023	1
057-150-018	5288 CARLINO CT								1	10/31/2023	1
057-150-019	5286 CARLINO CT								1	10/31/2023	1
057-150-020	5284 CARLINO CT								1	10/31/2023	1
057-150-021	5285 CARLINO CT								1	11/13/2023	1
057-150-022	5287 CARLINO CT								1	11/13/2023	1

057-150-023	5289 CARLINO CT								1	12/1/2023	1
057-150-024	5291 CARLINO CT								1	12/1/2023	1
057-140-005	5308 TRIMONTI CIR								1	11/6/2023	1
057-140-006	5312 TRIMONTI CIR								1	10/17/2023	1
057-140-007	5316 TRIMONTI CIR								1	10/17/2023	1
057-140-010	5160 MANIAGO WAY								1	10/6/2023	1
057-140-011	5164 MANIAGO WAY								1	10/6/2023	1
057-140-012	5168 MANIAGO WAY								1	10/4/2023	1
057-140-013	5172 MANIAGO WAY								1	10/4/2023	1
057-140-014	5176 MANIAGO WAY								1	9/28/2023	1
066-222-023	1108 W 9TH ST, UNIT A										0
053-840-009	5456 PROMONTORY WAY								1	11/28/2023	1
053-840-010	5452 PROMONTORY WAY								1	11/2/2023	1
053-840-011	5448 PROMONTORY WAY								1	11/2/2023	1
053-840-012	5444 PROMONTORY WAY								1	10/23/2023	1
053-840-013	5440 PROMONTORY WAY								1	10/23/2023	1
053-840-014	5436 PROMONTORY WAY								1	10/9/2023	1
053-840-015	5432 PROMONTORY WAY								1	10/9/2023	1
053-840-042	5437 PROMONTORY WAY								1	12/6/2023	1
053-840-043	5441 PROMONTORY WAY								1	12/6/2023	1
053-840-044	5447 PROMONTORY WAY								1	11/16/2023	1
053-840-045	5451 PROMONTORY WAY								1	11/28/2023	1
053-840-046	5455 PROMONTORY WAY								1	12/6/2023	1
053-830-001	5466 CANYON RIDGE WAY										0
053-830-002	5470 CANYON RIDGE WAY								1	12/28/2023	1
053-830-003	5474 GRAY PINE WAY								1	12/6/2023	1
053-830-032	5458 GRAY PINE WAY								1	11/21/2023	1
053-830-033	5462 GRAY PINE WAY								1	11/21/2023	1
053-830-034	5466 GRAY PINE WAY								1	11/30/2023	1
053-830-035	5470 GRAY PINE WAY								1	12/6/2023	1
053-830-036	5467 GRAY PINE WAY								1	11/14/2023	1
053-830-037	5463 GRAY PINE WAY								1	11/2/2023	1
053-830-038	5459 GRAY PINE WAY								1	11/1/2023	1
053-830-039	5455 GRAY PINE WAY								1	11/1/2023	1
055-610-038	1911 MOUNT STAKES CT, UNIT A										0
056-320-040	5517 SUNVIEW WAY, UNIT A										0
057-150-025	5206 SISTIANA WAY										0
057-150-026	5202 SISTIANA WAY										0
057-150-027	5198 SISTIANA WAY										0
057-150-028	5194 SISTIANA WAY										0
057-150-029	5190 SISTIANA WAY										0
057-150-030	5186 SISTIANA WAY										0
057-130-056	5268 TRIMONTI CIR								1	11/17/2023	1
057-130-057	5272 TRIMONTI CIR										0
057-140-001	5292 TRIMONTI CIR										0
068-115-006	117 E MADILL ST, UNIT A										0
053-081-033	2537 CARPINTERIA DR, UNIT A										0
057-140-134	5434 NUOVO WAY								1	10/25/2023	1
057-140-135	5438 NUOVO WAY								1	10/25/2023	1
057-140-136	5442 NUOVO WAY								1	10/25/2023	1
057-140-137	5446 NUOVO WAY								1	10/25/2023	1
057-140-145	5376 TRIMONTI CIR								1	12/1/2023	1
057-140-150	5381 CLAUZETTO WAY										0
057-140-156	5378 CLAUZETTO WAY										0
057-140-157	5382 CLAUZETTO WAY										0

057-140-158	5386 CLAUZETTO WAY										0
057-140-159	5390 CLAUZETTO WAY										0
057-140-151	5377 CLAUZETTO WAY										0
057-140-152	5373 CLAUZETTO WAY										0
057-140-153	5369 CLAUZETTO WAY										0
057-140-154	5370 CLAUZETTO WAY										0
057-140-155	5374 CLAUZETTO WAY										0
057-140-131	5422 NUOVO WAY										0
057-140-132	5426 NUOVO WAY										0
057-140-133	5430 NUOVO WAY										0
057-140-148	5389 CLAUZETTO WAY										0
057-140-149	5385 CLAUZETTO WAY										0
071-341-001	3212 MEADOWBROOK RD, UNIT A										0
074-154-002	2205 ARATA WAY, UNIT A						1		10/30/2023		1
051-265-009	1560 SANDY WAY, UNIT A						1		11/8/2023		1
055-650-067	4173 ROGERS CANYON RD, UNIT A										0
057-200-006	5420 HAMES VALLEY LN							1	12/6/2023		1
057-200-007	5424 HAMES VALLEY LN							1	12/8/2023		1
057-200-008	2428 HAMES VALLEY LN							1	12/12/2023		1
057-200-009	5432 HAMES VALLEY LN										0
057-200-010	5436 HAMES VALLEY LN										0
057-200-031	5421 HAMES VALLEY LN							1	12/12/2023		1
057-200-032	5425 HAMES VALLEY LN							1	12/13/2023		1
057-200-033	5429 HAMES VALLEY LN							1	12/18/2023		1
057-200-034	5433 HAMES VALLEY LN							1	12/18/2023		1
057-200-035	5437 HAMES VALLEY LN							1	12/21/2023		1
057-190-036	5409 CAPAY VALLEY LN							1	12/21/2023		1
057-190-037	5405 CAPAY VALLEY LN							1	12/21/2023		1
057-190-038	5401 CAPAY VALLEY LN										0
057-190-039	5344 BENMORE VALLEY LN							1	12/8/2023		1
057-190-040	5348 BENMORE VALLEY LN							1	12/8/2023		1
057-190-041	5352 BENMORE VALLEY LN							1	12/6/2023		1
057-190-042	5356 BENMORE VALLEY LN							1	12/6/2023		1
057-190-074	5357 BENMORE VALLEY LN							1	12/18/2023		1
057-190-075	5353 BENMORE VALLEY LN							1	12/18/2023		1
057-190-076	5349 BENMORE VALLEY LN							1	12/19/2023		1
057-190-077	5345 BENMORE VALLEY LN							1	12/19/2023		1
066-134-009	1011 W 5TH ST, UNIT A										0
057-160-001	5396 TRIMONTI CIR							1	10/27/2023		1
057-160-002	5400 TRIMONTI CIR							1	10/27/2023		1
057-160-096	5403 TRIMONTI CIR							1	11/7/2023		1
076-483-003	3513 GENTRYTOWN DR, UNIT A						1		11/28/2023		1
065-110-006	810 Wilbur Ave	Delta Courtyard Apartments									0
057-010-002	6275 Deer Valley Rd	The Ranch Phase 1									0
057-010-003											
057-021-003											
053-060-055	NW Corner of Laurel Rd and Country Hills Dr	Laurel Ranch Townhomes									0
053-060-056											
053-060-057											
053-060-063											
056-490-035	5452 GALLIER LOOP, UNIT A							1	11/2/2023		1
072-131-013	2301 HEMINGWAY DRIVE, UNIT A										0
067-202-001	1616 G STREET UNIT E										0
											0

Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0							0						
76680016	3915 SITA CT	MCLEOD, DOUGLAS	0	NONE	N											
51430033	3043 HONEYCOMB CT	KNOLL LLC, ANTIOCH	0	NONE	N											
51430035	3039 HONEYCOMB CT	DISCOVERY, BUILDERS INC	0	NONE	N											
51430037	3035 HONEYCOMB CT	DISCOVERY, BUILDERS INC	0	NONE	N											
51430038	3033 HONEYCOMB CT	DISCOVERY, BUILDERS INC	0	NONE	N											
53840029	5385 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N											
53840030	5395 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N											
53830020	5508 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N											
53830023	5492 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N											
53830024	5424 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830025	5428 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830046	5427 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830047	5423 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830048	5501 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N											
57180041	5429 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N											
57190021	5424 SPRING MOUNTAIN LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N											
57190022	5428 SPRING MOUNTAIN LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N											
57140070	5322 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57140076	5346 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57140077	5350 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150102	5422 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150103	5426 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150104	5430 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
53840017	5105 TREELINE WAY	DAVIDON HOMES	0	NONE	N											
53840020	5112 TREELINE WAY	DAVIDON HOMES	0	NONE	N											
53840021	5420 PROMONTORY WAY	DAVIDON HOMES	0	NONE	N											
53840036	5202 TREELINE COURT	DAVIDON HOMES	0	NONE	N											
53840039	5209 TREELINE COURT	DAVIDON HOMES	0	NONE	N											
53840040	5207 TREELINE COURT	DAVIDON HOMES	0	NONE	N											
53840041	5429 PROMOTORY WAY	DAVIDON HOMES	0	NONE	N											
53830028	5440 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830029	5444 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830030	5448 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830031	5454 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830040	5451 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
53830041	5447 GRAY PINE WAY	DAVIDON HOMES	0	NONE	N											
57140078	5354 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57140079	5358 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57140084	5357 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57140085	5353 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57140087	5345 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150062	5435 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150063	5439 PAULARO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150084	5304 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150085	5302 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150086	5300 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150087	5301 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150088	5303 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
57150089	5305 COSTA COURT	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N											
not available	5360 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N											
not available	5364 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N											

not available	5368 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
not available	5372 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
not available	5376 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
not available	5380 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
not available	5384 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
not available	5388 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
not available	5392 BENMORE VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180028	5481 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180029	5477 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180030	5473 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180031	5469 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180032	5465 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180033	5461 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180064	5464 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180065	5472 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180066	5476 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57180067	5480 GUENOC VALLEY LANE	TRI POINTE HOMES HOLDINGS INC	0	NONE	N												
57140080	5362 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57140081	5366 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57140082	5365 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57140083	5361 CLAUZETTO WAY	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57140114	5364 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57140115	5368 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57140116	5372 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57150046	5502 Majano Way	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57150047	5498 Majano Way	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57150048	5494 Majano Way	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57150049	5490 Majano Way	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57150070	5489 Majano Way	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57150071	5493 Majano Way	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57150072	5497 Majano Way	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57150073	5501 Majano Way	LENNAR HOMES OF CALIFORNIA IN	0	NONE	N												
57160066	5422 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N												
57160067	5426 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N												
57160068	5430 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N												
57160069	5434 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N												
57160089	5431 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N												
57160090	5427 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N												
57160091	5423 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N												
53740041	4650 GLASGOW CT	BENCHMARK COMMUNITIES LLC	0	NONE	N												
53740042	4652 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY	0	NONE	N												
53740043	4654 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY	0	NONE	N												
53740044	4656 GLASGOW CT	FIRST, AMERICAN TITLE COMPANY	0	NONE	N												
53770017	4687 BRAEMAR ST	FIRST, AMERICAN TITLE COMPA	0	NONE	N												
53770018	4683 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY	0	NONE	N												
53770019	4679 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY	0	NONE	N												

53770020	4675 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY	0	NONE	N													
53770021	4671 HIDDEN GLEN DR	FIRST, AMERICAN TITLE COMPANY	0	NONE	N													
57160086	5443 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N													
57160087	5439 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N													
57160088	5435 TRIMONTI CIR	DE NOVA HOMES INC	0	NONE	N													
57150067	5441 MAJANO WAY	DE NOVA HOMES INC	0	NONE	N													
57150068	5445 MAJANO WAY	DE NOVA HOMES INC	0	NONE	N													
57150069	5449 MAJANO WAY	DE NOVA HOMES INC	0	NONE	N													
57160006	5400 NIMIS WAY	DE NOVA HOMES INC	0	NONE	N													
57160007	5404 NIMIS WAY	DE NOVA HOMES INC	0	NONE	N													
57160063	5417 NIMIS WAY	DE NOVA HOMES INC	0	NONE	N													
57160064	5403 NIMIS WAY	DE NOVA HOMES INC	0	NONE	N													
57160065	5418 TRIMONTI CIRCLE	DE NOVA HOMES INC	0	NONE	N													
057-200-012	5444 HAMES VALLEY LN		0	NONE	N													
057-200-013	5448 HAMES VALLEY LN		0	NONE	N													
057-200-014	5450 HAMES VALLEY LN		0	NONE	N													
057-200-036	5441 HAMES VALLEY LN		0	NONE	N													
057-200-037	5445 HAMES VALLEY LN		0	NONE	N													
057-200-038	5449 HAMES VALLEY LN		0	NONE	N													
057-200-039	5453 HAMES VALLEY LN		0	NONE	N													
057-180-001	5396 RAMONA VALLEY LN		0	NONE	N													
057-180-002	5400 RAMONA VALLEY LN		0	NONE	N													
057-180-003	5404 RAMONA VALLEY LN		0	NONE	N													
057-180-004	5408 RAMONA VALLEY LN		0	NONE	N													
057-180-005	5412 RAMONA VALLEY LN		0	NONE	N													
057-180-006	5416 RAMONA VALLEY LN		0	NONE	N													
057-180-007	5420 RAMONA VALLEY LN		0	NONE	N													
057-180-107	5425 RAMONA VALLEY LN		0	NONE	N													
057-180-108	5421 RAMONA VALLEY LN		0	NONE	N													
071-043-024	2752 BAUTISTA ST, UNIT A		0	NONE	Y					ABAG SURVEY								
051-450-025	2966 ALDRICH CT, UNIT A		0	NONE	Y					ABAG SURVEY								
056-500-082	5621 SIERRA TRAIL WAY		0	NONE	N													
056-500-083	5617 SIERRA TRAIL WAY		0	NONE	N													
056-500-084	5613 SIERRA TRAIL WAY		0	NONE	N													
056-500-085	5609 SIERRA TRAIL WAY		0	NONE	N													
056-500-087	5601 SIERRA TRAIL WAY		0	NONE	N													
056-500-088	5600 SIERRA TRAIL WAY		0	NONE	N													
056-500-089	5604 SIERRA TRAIL WAY		0	NONE	N													
056-500-090	5608 SIERRA TRAIL WAY		0	NONE	N													
056-500-091	5612 SIERRA TRAIL WAY		0	NONE	N													
056-500-092	5616 SIERRA TRAIL WAY		0	NONE	N													
056-500-093	5620 SIERRA TRAIL WAY		0	NONE	N													
056-500-094	5624 SIERRA TRAIL WAY		0	NONE	N													
066-143-010	501 W 4TH ST, UNIT A		0	NONE	N					ABAG SURVEY								
053-840-001	5488 PROMONTORY WAY		0	NONE	Y													
053-840-002	5484 PROMONTORY WAY		0	NONE	N													
053-840-003	5480 PROMONTORY WAY		0	NONE	N													
053-840-004	5476 PROMONTORY WAY		0	NONE	N													
053-840-005	5472 PROMONTORY WAY		0	NONE	N													
053-840-006	5468 PROMONTORY WAY		0	NONE	N													
053-840-007	5464 PROMONTORY WAY		0	NONE	N													
053-840-008	5460 PROMONTORY WAY		0	NONE	N													
053-840-047	5459 PROMONTORY WAY		0	NONE	N													
053-840-048	5463 PROMONTORY WAY		0	NONE	N													
053-840-049	5467 PROMONTORY WAY		0	NONE	N													
053-840-050	5471 PROMONTORY WAY		0	NONE	N													
067-223-019	521 W 19TH ST, UNIT A		0	NONE	Y					ABAG SURVEY								
068-163-010	113 WORRELL RD, UNIT A		0	NONE	Y					ABAG SURVEY								
055-530-013	5382 THUNDERBIRD CT, UNIT A		0	NONE	Y					ABAG SURVEY								
057-180-068	5505 SPRING MOUNTAIN LN		0	NONE	N													
057-180-069	5501 SPRING MOUNTAIN LN		0	NONE	N													
057-180-070	5441 MCDOWELL VALLEY LN		0	NONE	N													
057-180-071	5437 MCDOWELL VALLEY LN		0	NONE	N													
057-180-072	5433 MCDOWELL VALLEY LN		0	NONE	N													
057-180-073	5429 MCDOWELL VALLEY LN		0	NONE	N													
057-180-074	5425 MCDOWELL VALLEY LN		0	NONE	N													
057-180-089	5400 MCDOWELL VALLEY LN		0	NONE	N													
057-200-015	5456 HAMES VALLEY LN		0	NONE	N													
057-200-016	5460 HAMES VALLEY LN		0	NONE	N													
057-200-017	5464 HAMES VALLEY LN		0	NONE	N													
057-200-018	5468 HAMES VALLEY LN		0	NONE	N													
057-200-019	5472 HAMES VALLEY LN		0	NONE	N													
057-200-020	5476 HAMES VALLEY LN		0	NONE	N													
057-200-021	5480 HAMES VALLEY LN		0	NONE	N													
057-200-040	5541 CLEMENT HILLS LN		0	NONE	N													
057-200-041	5545 CLEMENT HILLS LN		0	NONE	N													
057-200-042	5549 CLEMENT HILLS LN		0	NONE	N													
057-200-043	5553 CLEMENT HILLS LN		0	NONE	N													
068-061-013	1916 RUBY DR, UNIT A		0	NONE	Y					ABAG SURVEY								
068-222-022	1104 W 9TH ST, UNIT A		0	NONE	Y					ABAG SURVEY								
057-200-044	5452 KNIGHTS VALLEY LN		0	NONE	N													
057-200-045	5448 KNIGHTS VALLEY LN		0	NONE	N													
057-200-046	5444 KNIGHTS VALLEY LN		0	NONE	N													
057-200-047	5440 KNIGHTS VALLEY LN		0	NONE	N													
057-200-048	5439 KNIGHTS VALLEY LN		0	NONE	N													



057-200-095	5443 KNIGHTS VALLEY LN	0	NONE	N													
057-200-096	5447 KNIGHTS VALLEY LN	0	NONE	N													
057-200-097	5451 KNIGHTS VALLEY LN	0	NONE	N													
057-200-098	5455 KNIGHTS VALLEY LN	0	NONE	N													
057-200-099	5459 KNIGHTS VALLEY LN	0	NONE	N													
057-180-094	5420 MCDOWELL VALLEY LN	0	NONE	N													
057-180-095	5401 COVELO PL	0	NONE	N													
057-180-096	5400 COVELO PL	0	NONE	N													
057-180-097	5404 COVELO PL	0	NONE	N													
057-180-098	5436 MCDOWELL VALLEY LN	0	NONE	N													
067-156-012	1101 KLENGEL ST. UNIT A	0	NONE	Y													
056-500-075	5649 SIERRA TRAIL WAY	0	NONE	N													
056-500-076	5645 SIERRA TRAIL WAY	0	NONE	N													
056-500-077	5641 SIERRA TRAIL WAY	0	NONE	N													
056-500-078	5637 SIERRA TRAIL WAY	0	NONE	N													
056-500-079	5633 SIERRA TRAIL WAY	0	NONE	N													
056-500-080	5629 SIERRA TRAIL WAY	0	NONE	N													
056-500-081	5625 SIERRA TRAIL WAY	0	NONE	N													
056-500-095	5628 SIERRA TRAIL WAY	0	NONE	N													
056-500-096	5632 SIERRA TRAIL WAY	0	NONE	N													
056-500-097	5636 SIERRA TRAIL WAY	0	NONE	N													
056-500-098	5640 SIERRA TRAIL WAY	0	NONE	N													
056-500-099	5644 SIERRA TRAIL WAY	0	NONE	N													
056-500-100	5648 SIERRA TRAIL WAY	0	NONE	N													
053-800-001	5441 MOUNTAIN RIDGE WAY	0	NONE	N													
053-840-051	5475 PROMONTORY WAY	0	NONE	N													
053-840-052	5483 PROMONTORY WAY	0	NONE	N													
053-840-053	5487 PROMONTORY WAY	0	NONE	N													
053-840-054	5204 PROMONTORY CT	0	NONE	N													
053-840-055	5208 PROMONTORY CT	0	NONE	N													
053-840-056	5212 PROMONTORY CT	0	NONE	N													
053-840-057	5216 PROMONTORY CT	0	NONE	N													
053-840-058	5220 PROMONTORY CT	0	NONE	N													
053-840-059	5224 PROMONTORY CT	0	NONE	N													
053-840-060	5225 PROMONTORY CT	0	NONE	N													
053-840-061	5221 PROMONTORY CT	0	NONE	N													
067-080-011	1118 D ST. UNIT A	0	NONE	Y													
071-313-004	1013 DONCASTER DR	0	NONE	Y													
051-430-028	3034 HICKORYNUT ST	0	NONE	N													
051-430-031	3046 HICKORYNUT ST	0	NONE	N													
051-430-032	3045 HONEYCOMB CT	0	NONE	N													
051-430-041	3025 HICKORYNUT ST	0	NONE	N													
071-370-007	1016 GATTER DR UNIT A	0	NONE	Y													
052-261-008	3600 BAYWOOD CIR. UNIT A	0	NONE	Y													
057-160-008	5408 NIMS WAY	0	NONE	N													
057-160-009	5412 NIMS WAY	0	NONE	N													
057-160-010	5416 NIMS WAY	0	NONE	N													
057-160-011	5420 NIMS WAY	0	NONE	N													
057-160-062	5421 NIMS WAY	0	NONE	N													
075-343-007	2217 LAFAYETTE DR. UNIT A	0	NONE	Y													
057-140-104	5324 TRIMONTI CIR	0	NONE	N													
057-140-103	5320 TRIMONTI CIR	0	NONE	N													
057-140-102	5312 VIVARO WAY	0	NONE	N													
057-140-101	5308 VIVARO WAY	0	NONE	N													
057-140-100	5304 VIVARO WAY	0	NONE	N													
057-140-099	5300 VIVARO WAY	0	NONE	N													
057-140-098	5301 VIVARO WAY	0	NONE	N													
057-140-097	5305 VIVARO WAY	0	NONE	N													
057-150-050	5486 MAJANO WAY	0	NONE	N													
057-150-052	5478 MAJANO WAY	0	NONE	N													
057-150-053	5474 MAJANO WAY	0	NONE	N													
057-150-051	5482 MAJANO WAY	0	NONE	N													
057-150-054	5470 MAJANO WAY	0	NONE	N													
057-150-055	5468 MAJANO WAY	0	NONE	N													
057-150-056	5462 MAJANO WAY	0	NONE	N													
057-150-057	5458 MAJANO WAY	0	NONE	N													
057-150-058	5454 MAJANO WAY	0	NONE	N													
067-311-027	2102 D ST. UNIT B	0	NONE	Y													
053-850-033	5471 LOS MEGANOS LN	0	NONE	N													
053-850-034	5475 LOS MEGANOS LN	0	NONE	N													
053-850-035	5479 LOS MEGANOS LN	0	NONE	N													
053-850-036	5483 LOS MEGANOS LN	0	NONE	N													
053-850-037	5487 LOS MEGANOS LN	0	NONE	N													
053-850-038	5491 LOS MEGANOS LN	0	NONE	N													
053-850-105	4608 WATERSHED PL	0	NONE	N													
053-850-106	4612 WATERSHED PL	0	NONE	N													
053-850-107	4613 WATERSHED PL	0	NONE	N													
053-850-108	4609 WATERSHED PL	0	NONE	N													
053-850-109	4616 MARSH PL	0	NONE	N													
053-850-111	4621 MARSH PL	0	NONE	N													
053-850-112	4617 MARSH PL	0	NONE	N													
053-850-110	4620 MARSH PL	0	NONE	N													
052-341-002	2917 WILDFLOWER DR UNIT A	0	NONE	Y													
053-860-018	4542 RIVERVIEW LN	0	NONE	N													
053-860-019	4538 RIVERVIEW LN	0	NONE	N													
053-860-047	4587 MARSH CREEK PL	0	NONE	N													
053-860-048	4591 MARSH CREEK PL	0	NONE	N													
053-860-049	4595 MARSH CREEK PL	0	NONE	N													
053-860-050	4598 MARSH CREEK PL	0	NONE	N													
053-860-051	4592 MARSH CREEK PL	0	NONE	N													
053-860-052	4588 MARSH CREEK PL	0	NONE	N													
053-850-027	5421 COUNTRY HILLS LN	0	NONE	N													
053-850-028	5425 COUNTRY HILLS LN	0	NONE	N													
053-850-029	5429 COUNTRY HILLS LN	0	NONE	N													
053-850-030	5433 COUNTRY HILLS LN	0	NONE	N													

053-850-031	5463 LOS MEGANOS LN	0	NONE	N														
053-850-032	5467 LOS MEGANOS LN	0	NONE	N														
053-850-039	5424 COUNTRY HILLS LN	0	NONE	N														
053-850-040	5420 COUNTRY HILLS LN	0	NONE	N														
057-160-012	5424 NIMIS WAY	0	NONE	N														
057-160-013	5428 NIMIS WAY	0	NONE	N														
057-160-014	5432 NIMIS WAY	0	NONE	N														
057-160-060	5429 NIMIS WAY	0	NONE	N														
057-160-061	5425 NIMIS WAY	0	NONE	N														
068-131-007	35 E MADILL ST. UNIT A	0	NONE	Y					ABAG SURVEY									
052-430-062	4132 AMARGOSA DR. UNIT A	0	NONE	Y					ABAG SURVEY									
057-180-012	5460 SPRING MOUNTAIN LN	0	NONE	N														
057-180-013	5464 SPRING MOUNTAIN LN	0	NONE	N														
057-180-014	5468 SPRING MOUNTAIN LN	0	NONE	N														
057-180-015	5472 SPRING MOUNTAIN LN	0	NONE	N														
057-180-016	5476 SPRING MOUNTAIN LN	0	NONE	N														
057-180-017	5480 SPRING MOUNTAIN LN	0	NONE	N														
057-180-018	5484 SPRING MOUNTAIN LN	0	NONE	N														
057-180-019	5488 SPRING MOUNTAIN LN	0	NONE	N														
057-180-017	5492 SPRING MOUNTAIN LN	0	NONE	N														
057-180-021	5496 SPRING MOUNTAIN LN	0	NONE	N														
057-180-022	5500 SPRING MOUNTAIN LN	0	NONE	N														
057-180-023	5504 SPRING MOUNTAIN LN	0	NONE	N														
057-180-024	5508 SPRING MOUNTAIN LN	0	NONE	N														
057-180-025	5512 SPRING MOUNTAIN LN	0	NONE	N														
057-180-026	5516 SPRING MOUNTAIN LN	0	NONE	N														
057-180-027	5520 SPRING MOUNTAIN LN	0	NONE	N														
057-200-022	5524 SPRING MOUNTAIN LN	0	NONE	N														
057-200-023	5528 SPRING MOUNTAIN LN	0	NONE	N														
057-200-024	5532 SPRING MOUNTAIN LN	0	NONE	N														
057-200-025	5536 SPRING MOUNTAIN LN	0	NONE	N														
057-200-001	5400 HAMES VALLEY LN	0	NONE	N														
057-200-002	5404 HAMES VALLEY LN	0	NONE	N														
057-200-003	5408 HAMES VALLEY LN	0	NONE	N														
057-200-004	5412 HAMES VALLEY LN	0	NONE	N														
057-200-005	5416 HAMES VALLEY LN	0	NONE	N														
057-200-026	5401 HAMES VALLEY LN	0	NONE	N														
057-200-027	5405 HAMES VALLEY LN	0	NONE	N														
057-200-028	5409 HAMES VALLEY LN	0	NONE	N														
057-200-029	5413 HAMES VALLEY LN	0	NONE	N														
057-200-030	5417 HAMES VALLEY LN	0	NONE	N														
057-180-008	5457 SPRING MOUNTAIN LN	0	NONE	N														
057-180-009	5453 SPRING MOUNTAIN LN	0	NONE	N														
057-180-010	5452 SPRING MOUNTAIN LN	0	NONE	N														
057-180-011	5456 SPRING MOUNTAIN LN	0	NONE	N														
057-180-100	5493 SPRING MOUNTAIN LN	0	NONE	N														
057-180-101	5499 SPRING MOUNTAIN LN	0	NONE	N														
057-180-102	5485 SPRING MOUNTAIN LN	0	NONE	N														
057-180-103	5477 SPRING MOUNTAIN LN	0	NONE	N														
057-180-104	5473 SPRING MOUNTAIN LN	0	NONE	N														
057-180-105	5469 SPRING MOUNTAIN LN	0	NONE	N														
057-180-106	5465 SPRING MOUNTAIN LN	0	NONE	N														
057-190-025	5440 SPRING MOUNTAIN LN	0	NONE	N														
057-190-026	5444 SPRING MOUNTAIN LN	0	NONE	N														
057-190-027	5448 SPRING MOUNTAIN LN	0	NONE	N														
057-190-028	5449 SPRING MOUNTAIN LN	0	NONE	N														
057-190-029	5437 CAPAY VALLEY LN	0	NONE	N														
057-190-030	5433 CAPAY VALLEY LN	0	NONE	N														
057-190-031	5429 CAPAY VALLEY LN	0	NONE	N														
057-190-086	5436 CAPAY VALLEY LN	0	NONE	N														
057-190-087	5440 CAPAY VALLEY LN	0	NONE	N														
057-190-032	5425 CAPAY VALLEY LN	0	NONE	N														
057-190-033	5421 CAPAY VALLEY LN	0	NONE	N														
057-190-034	5417 CAPAY VALLEY LN	0	NONE	N														
057-190-035	5413 CAPAY VALLEY LN	0	NONE	N														
057-190-078	5340 CENTRAL COAST LN	0	NONE	N														
057-190-079	5344 CENTRAL COAST LN	0	NONE	N														
057-190-080	5348 CENTRAL COAST LN	0	NONE	N														
057-190-081	5352 CENTRAL COAST LN	0	NONE	N														
057-190-082	5353 CENTRAL COAST LN	0	NONE	N														
057-190-083	5349 CENTRAL COAST LN	0	NONE	N														
057-190-084	5345 CENTRAL COAST LN	0	NONE	N														
057-190-085	5341 CENTRAL COAST LN	0	NONE	N														
057-160-003	5404 TRIMONTI CIR	0	NONE	N														
057-160-004	5408 TRIMONTI CIR	0	NONE	N														
057-160-005	5412 TRIMONTI CIR	0	NONE	N														
057-160-092	5419 TRIMONTI CIR	0	NONE	N														
057-160-093	5415 TRIMONTI CIR	0	NONE	N														
057-160-094	5411 TRIMONTI CIR	0	NONE	N														
057-160-095	5407 TRIMONTI CIR	0	NONE	N														
072-355-047	916 CLAY CT. UNIT A	0	NONE	Y					ABAG SURVEY									
057-140-015	5173 MANIAGO WAY	0	NONE	N														
057-140-016	5169 MANIAGO WAY	0	NONE	N														
057-140-017	5165 MANIAGO WAY	0	NONE	N														
057-140-018	5161 MANIAGO WAY	0	NONE	N														
057-140-019	5157 MANIAGO WAY	0	NONE	N														
057-140-020	5153 MANIAGO WAY	0	NONE	N														
057-140-021	5149 MANIAGO WAY	0	NONE	N														
057-140-022	5145 MANIAGO WAY	0	NONE	N														
072-340-004	4743 CRESTONE NEEDLE WAY, UNIT A	0	NONE	Y					ABAG SURVEY									
057-160-097	5399 TRIMONTI CIR	0	NONE	N														
057-140-138	5395 TRIMONTI CIR	0	NONE	N														
057-140-139	5391 TRIMONTI CIR	0	NONE	N														
057-140-140	5387 TRIMONTI CIR	0	NONE	N														

057-140-141	5383 TRIMONTI CIR		0	NONE	N													
057-140-142	5377 TRIMONTI CIR		0	NONE	N													
057-140-143	5375 TRIMONTI CIR		0	NONE	N													
057-140-144	5371 TRIMONTI CIR		0	NONE	N													
057-140-146	5380 TRIMONTI CIR		0	NONE	N													
057-140-147	5384 TRIMONTI CIR		0	NONE	N													
057-150-059	5450 PAULARO WAY		0	NONE	N													
057-150-060	5446 PAULARO WAY		0	NONE	N													
057-150-061	5442 PAULARO WAY		0	NONE	N													
057-150-064	5443 PAULARO WAY		0	NONE	N													
057-150-065	5447 PAULARO WAY		0	NONE	N													
057-150-066	5463 MAJANO WAY		0	NONE	N													
057-150-107	5471 TRIMONTI CIR		0	NONE	N													
057-150-108	5475 TRIMONTI CIR		0	NONE	N													
057-150-109	5479 TRIMONTI CIR		0	NONE	N													
067-131-016	519 W 11TH ST UNIT A		0	NONE	Y					ABAG SURVEY								
067-284-001	2507 D ST, UNIT A		0	NONE	Y					ABAG SURVEY								
057-150-017	5290 CARLINO CT		0	NONE	N													
057-150-018	5288 CARLINO CT		0	NONE	N													
057-150-019	5286 CARLINO CT		0	NONE	N													
057-150-020	5284 CARLINO CT		0	NONE	N													
057-150-021	5285 CARLINO CT		0	NONE	N													
057-150-022	5287 CARLINO CT		0	NONE	N													
057-150-023	5289 CARLINO CT		0	NONE	N													
057-150-024	5291 CARLINO CT		0	NONE	N													
057-140-005	5308 TRIMONTI CIR		0	NONE	N													
057-140-006	5312 TRIMONTI CIR		0	NONE	N													
057-140-007	5316 TRIMONTI CIR		0	NONE	N													
057-140-010	5160 MANAGO WAY		0	NONE	N													
057-140-011	5164 MANAGO WAY		0	NONE	N													
057-140-012	5168 MANAGO WAY		0	NONE	N													
057-140-013	5172 MANAGO WAY		0	NONE	N													
057-140-014	5176 MANAGO WAY		0	NONE	N													
066-222-023	1108 W 9TH ST, UNIT A		0	NONE	Y					ABAG SURVEY								
053-840-009	5456 PROMONTORY WAY		0	NONE	N													
053-840-010	5452 PROMONTORY WAY		0	NONE	N													
053-840-011	5448 PROMONTORY WAY		0	NONE	N													
053-840-012	5444 PROMONTORY WAY		0	NONE	N													
053-840-013	5440 PROMONTORY WAY		0	NONE	N													
053-840-014	5436 PROMONTORY WAY		0	NONE	N													
053-840-015	5432 PROMONTORY WAY		0	NONE	N													
053-840-042	5437 PROMONTORY WAY		0	NONE	N													
053-840-043	5441 PROMONTORY WAY		0	NONE	N													
053-840-044	5447 PROMONTORY WAY		0	NONE	N													
053-840-045	5451 PROMONTORY WAY		0	NONE	N													
053-840-046	5455 PROMONTORY WAY		0	NONE	N													
053-830-001	5466 CANYON RIDGE WAY		0	NONE	N													
053-830-002	5470 CANYON RIDGE WAY		0	NONE	N													
053-830-003	5474 GRAY PINE WAY		0	NONE	N													
053-830-032	5458 GRAY PINE WAY		0	NONE	N													
053-830-033	5462 GRAY PINE WAY		0	NONE	N													
053-830-034	5466 GRAY PINE WAY		0	NONE	N													
053-830-035	5470 GRAY PINE WAY		0	NONE	N													
053-830-036	5467 GRAY PINE WAY		0	NONE	N													
053-830-037	5463 GRAY PINE WAY		0	NONE	N													
053-830-038	5459 GRAY PINE WAY		0	NONE	N													
053-830-039	5455 GRAY PINE WAY		0	NONE	N													
055-610-038	1911 MOUNT STAKES CT, UNIT A		0	NONE	Y					ABAG SURVEY								
056-320-040	5517 SUNVIEW WAY, UNIT A		0	NONE	Y					ABAG SURVEY								
057-150-025	5206 SISTIANA WAY		0	NONE	N													
057-150-026	5202 SISTIANA WAY		0	NONE	N													
057-150-027	5198 SISTIANA WAY		0	NONE	N													
057-150-028	5194 SISTIANA WAY		0	NONE	N													
057-150-029	5190 SISTIANA WAY		0	NONE	N													
057-150-030	5186 SISTIANA WAY		0	NONE	N													
057-130-056	5268 TRIMONTI CIR		0	NONE	N													
057-130-057	5272 TRIMONTI CIR		0	NONE	N													
057-140-001	5292 TRIMONTI CIR		0	NONE	N													
068-115-006	117 E MADILL ST, UNIT A		0	NONE	Y					ABAG SURVEY								
053-081-033	2537 CARPINTERIA DR, UNIT A		0	NONE	Y					ABAG SURVEY								
057-140-134	5434 NUOVO WAY		0	NONE	N													
057-140-135	5438 NUOVO WAY		0	NONE	N													
057-140-136	5442 NUOVO WAY		0	NONE	N													
057-140-137	5446 NUOVO WAY		0	NONE	N													
057-140-145	5376 TRIMONTI CIR		0	NONE	N													
057-140-150	5381 CLAUZETTO WAY		0	NONE	N													
057-140-156	5378 CLAUZETTO WAY		0	NONE	N													
057-140-157	5385 CLAUZETTO WAY		0	NONE	N													
057-140-158	5386 CLAUZETTO WAY		0	NONE	N													
057-140-159	5390 CLAUZETTO WAY		0	NONE	N													
057-140-151	5377 CLAUZETTO WAY		0	NONE	N													
057-140-152	5373 CLAUZETTO WAY		0	NONE	N													
057-140-153	5369 CLAUZETTO WAY		0	NONE	N													
057-140-154	5370 CLAUZETTO WAY		0	NONE	N													
057-140-155	5374 CLAUZETTO WAY		0	NONE	N													
057-140-131	5422 NUOVO WAY		0	NONE	N													
057-140-132	5426 NUOVO WAY		0	NONE	N													
057-140-133	5430 NUOVO WAY		0	NONE	N													
057-140-148	5389 CLAUZETTO WAY		0	NONE	N													
057-140-149	5385 CLAUZETTO WAY		0	NONE	N													
071-341-001	3212 MEADOWBROOK RD, UNIT A		0	NONE	Y					ABAG SURVEY								
074-154-002	2205 ARATA WAY, UNIT A		0	NONE	Y					ABAG SURVEY								
051-265-009	1560 SANDY WAY, UNIT A		0	NONE	Y					ABAG SURVEY								

[illegible]

Jurisdiction	Antioch	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	792	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	11	-	-	-	-	-	-	-	-	11	781
Low	Deed Restricted	456	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		3	8	-	-	-	-	-	-	-	-	11	445
Moderate	Deed Restricted	493	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		1	10	-	-	-	-	-	-	-	-	11	482
Above Moderate		1,275	18	334	-	-	-	-	-	-	-	-	352	923
Total RHNA		3,016												
Total Units			22	363	-	-	-	-	-	-	-	-	385	2,631
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-Income Need		2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		396	-	-	-	-	-	-	-	-	-	-	-	396

\*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Jurisdiction		Antioch	
Reporting Year		2023 (Jan. 1 - Dec. 31)	
<i>D_1_Name</i>	<i>D_2_Objective</i>	<i>D_3_Time</i>	<i>D_4_Status</i>
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1.1.1. Monitor and Preserve At-Risk Projects	Retention of existing affordable housing stock through early action regarding 54 “at-risk” units	by 2028	The City contacted both owners during the year and have been assured that no conversion will take place. The City will continue to engage as the date becomes closer.
1.1.2 Maintain and Preserve Affordable Housing Stock	Annually serve 19 lower income residents through the provision of at least four loans of up to \$75,000 and ten grants of up to \$15,000	Ongoing	In calendar year 2023 Habitat provided four (4) loans (KK/CF/JR/MW) totaling \$343,297.00; and provided 17 grants totaling \$230,817 Of the 4 Loans, two were finished by the year end. Of these, 1 went to an extremely low-income homeowner with income from 0-30% AMI, and 1 to a very low-income homeowners with income at 31-50% AMI. Of the 17 grants, 6 went to 0-30% AMI, 5 to 31-50% AMI, and 6 to 51-80% AMI. Overall, 35% were Hispanic, 41% were White, 41% were Black and 6% Asian, with the remainder mixed race or other. Over 125 applications were sent out to interested persons, direct mail postcards to 30k people in lower income CTs & BGs and a new partnership with Meals on Wheels was established for outreach.
1.1.3 Expand Affordable Housing for Ownership	Annually serve seven lower income households to become Antioch homeowners through the provision of at least seven loans of up to \$75,000 and five grants (as needed) of up to \$20,000 for closing and other costs.	Annually	The City's contractor hosted two introduction/orientation sessions for prospective homeowners, with over 400 people attending. Over 20 people submitted applications, but no loans were funded during the year. Obstacles were high interest rates, low housing inventory in Antioch, high cost of homes, low credit scores, and high debt loads. Contractor is working with 8 prospective homeowners to prepare them for future home ownership and has 4 actively looking for homes within their price range.
1.1.4 Reduce Household Energy Costs to Increase Housing Affordability	Annually serve five extremely and very low-income (0-59% AMI) homeowners through the provision of at least five grants annually of up to \$20,000	Annually	Of the Habitat grants listed above in 1.1.2, 6 grants totaling \$79,685 in Housing success funds were for energy improvements including replacing single pane windows with dual pane, replacing doors and weatherstripping, replacing or installing new HVAC units, insulation, etc.

1.1.5 Affordable Housing Search Assistance	Annually provide a minimum of six in-person trainings at the Antioch Senior Center; respond to an estimated 50 email or telephone inquiries about finding affordable housing.	Annually	In the first year, staff developed the pamphlets for both senior and general information outlining how to access affordable housing and listing resources, and conducted one training at the Senior Center which was attended by 33 people. Due to technical issues, the training was not able to be recorded. Staff is working on a recorded version for the website and for future use. Staff responded to 37 inquiries for assistance from the public to help with their finding affordable housing.
1.1.6 Community Education Regarding the Availability of Antioch Housing Programs, Fair Housing, and Tenant/Landlord services	Conduct outreach twice annually with community-based organizations and other potential community partners that are working with lower-income community members.	Annually	The City engaged in a variety of outreach methods during 2023, including: - tabling at the Senior Center, 4th of July celebration; in front of an Asian supermarket frequented by Tagalog speakers (with a Tagalog speaker doing outreach, and in front of a Hispanic market (with Spanish speaker doing outreach.) - email blasts were sent out via Next Door to over 32k residents four times during the year - Facebook posting twice during the year - email to landlords registered with the City once to inform of additional renter protections, fair housing, tenant/landlord counseling - targeted mailing to 30k residents low income areas - updates to housing and fair housing webpages made 4 times - over 6 presentations to Council on various aspects of the programs and on renter protections - Note: the City Manager newsletter has been suspended under interim City Managers until permanent has been hired.
1.1.7 Code Enforcement	Monitor the housing conditions in the city and respond to complaints. Inform violators of available rehabilitation assistance. Through remediation of substandard housing conditions, return approximately six units/year to safe and sanitary condition, thereby keeping people in their homes and preventing displacement.	Annually	3,115 building code enforcement cases were opened in 2023. More than 6 residential units were restored to safe and sanitary condition through these actions.
1.1.8 Safe Housing Outreach	Annually assist a minimum of 10 households in applying for Housing Rehabilitation Program grants to address unsafe housing conditions within Antioch's Environmental Justice neighborhoods	Annually	City continued to provide information on the website, by email, and over the telephone as well as linkage to the Habitat rehabilitation program and exceeded expectations, as noted above. Outreach as specified above was conducted via a 30,000 postcard mailing to the environmental justice neighborhoods in northern Antioch. Brochures and resources are available on the City's website, with linkage to the Lead Poisoning Prevention Program and the Environmental Justice website.



1.1.9 Infrastructure to Support Housing for Extremely Low-, Very Low-, Low-Income, and Large Households	Provide infrastructure improvements necessary to accommodate the City's lower-income RHNA need of 1,248 dwelling units	Annually	In FY 2022-2023, CDBG funds were used for a project to rebuild roadways in lower income areas north of 10th Street, while also improving drainage and adding curb cuts for ADA access. Project also received 2023-2024 funding and rehabilitated 75,548 square feet of streets, pouring 689 linear feet of new curb and gutter and 973 square feet of sidewalk and installing 16 accessibility ramps. The project area primarily encompassed census tracts where 67.93% of the people are lower income and near a large affordable/subsidized senior housing complex. The City is working on L Street Improvements, which runs through an EJ neighborhood, and includes improving bicycle access, constructing new curb, gutter, sidewalks, and decorative landscaping and hardscape. The City completed West Antioch Creek Flood Conveyance Mitigation and Restoration to improve storm flow capacity and reduce flooding in the creek vicinity, which is in an EJ neighborhood.
1.1.10 Condominium Conversion	Conservation of rental units currently being rented by lower-income households and tenants with special needs when units are proposed to the city to be converted to ownership.	Ongoing	The City has not received any applications for condominium conversions during the reporting period.
1.1.11 Foreclosure Prevention	Foreclosure prevention	Ongoing	The City continued funding to ECHO Housing and SHELTER Inc. to provide both foreclosure prevention services and mortgage arrears payment. Bay Area Legal Aid, Contra Costa Senior Legal Services, and Centro Legal de la Raza (through contract with ECHO) provided additional legal advice and support to residents facing challenges in paying for their mortgages.
1.1.12 Water Conservation Program	Conservation of water resources	Ongoing	Antioch is operating under the State of CA Water Efficient Landscape Ordinance (WELO), and has tiered water rates for residential water. The City water department complied with the States drought regulations. Staff promotes a variety of workshops on water conservation, such as "Lose a Lawn, Gain a Garden" and all residents are eligible for Contra Costa Water District water conservation programs and rebates. Water customers receive information online, through our Recreation Guide and on their water bills. All new development projects are required to comply with WELO requirements.

1.1.13 Encourage Energy Conservation	Increase energy efficiency, lower energy and construction cost burdens on housing for lower-income and special needs households, increase public awareness and information on energy conservation opportunities and assistance programs for new and existing residential units, and comply with State energy conservation requirements. Make information available on the City's website and in public places, such as City Hall, by March 2023	Ongoing	<p>Energy conservation for existing housing and neighborhoods is encouraged and supported in a variety of ways:</p> <ul style="list-style-type: none"> <li>- Condition of Approval - Energy conservation is incorporated into the standard condition of approval for new developments.</li> <li>- The City continued to partner with Sustainable Contra Costa to promote <a href="http://www.cleanercontracosta.org">www.cleanercontracosta.org</a> through various outreach channels. This web-platform provides resources that assist community members on taking sustainable actions. Based on the address in their profile, residents can see specific rebates and other assistance that they could be eligible for.</li> <li>- The City continues to promote the programs available through BayREN and EnergyUpgrade California.</li> </ul> <p>Property Assessed Clean Energy (PACE) - Financing Legislation passed by the State of California, and approved by the City in 2015 enables Antioch property owners to finance a wide range of energy and water efficiency upgrades by attaching PACE financing to their property tax bill. Upgrades such as solar installations, attic insulation, energy efficient windows, water-on-demand water heaters, grey water systems, and more are covered. Financing defers upfront costs, lowers energy bills, and allows homeowners easy financing with their property tax bill.</p> <ul style="list-style-type: none"> <li>- The City promotes PACE programs and all other energy efficiency and solar programs on the City website, through social media and on our local access channel.</li> </ul>
1.1.14 Green Building Encouragement	Encourage green building practices	Ongoing	In addition to the efforts in 1.1.13, the City promotes programs on its NextDoor account for regional programs that help residents conserve and lower their utility burden. Examples of this include Laundry to Landscape grey water workshops and the Bringing Back the Natives Garden and Green Home tour.
2.1.1 Inventories	Maintenance of an inventory of available sites for use in discussions with potential developers and evaluating the City's ability to meet projected future housing needs.	Completed	A spreadsheet and GIS map of available sites was developed, and it is updated as projects are applied for or approved.
2.1.2 Adequate Sites for Housing; No Net Loss	Prevention of net loss of housing sites and capacity for extremely low-, very low-, low-, and moderate-income housing. Provide the sites inventory on City website and update the inventory at least semi-annually. Develop procedure for monitoring No Net Loss by the end of 2023.	Ongoing	With adoption of the Housing Element in January 2023, the City rezoned parcels to accommodate the City's RHNA with an additional buffer to ensure the City met the provisions of No Net Loss. Monitoring ongoing through the use of a No Net Loss spreadsheet. The Current Sites inventory is posted on the Planning website as part of the Certified Housing Element. There has been no net loss and no downzoning since Housing Element adoption.

2.1.3 Meet with Potential Developers	To facilitate the development review process by ensuring a clear understanding on the part of developers as to City expectations for their projects and timeline. Discussion is also anticipated to function as a feedback loop, and assist the City in minimizing the costs of the development review process to new residential development.	Ongoing	Pre-application meetings are held with all interested developers to provide a clear understanding of the city's timeline and expectations. 6 pre-application meetings were held in 2023 for multi-unit residential developments. We receive feedback and questions on an ongoing basis from developers.
2.1.4 Promote Loan Programs	Increase awareness of funds available for eligible first-time homebuyers.	Annually	The City does fund the Antioch Home Ownership Program (AHOP) which has been reported on in 1.1.3. Information is available on the City's website.
2.1.5 Affordable Housing Program Inventory; Pursue Available Projects	Maximize access to governmental and private housing programs, and thereby facilitate achievement of other Housing Element objectives	Annually	<p>The Housing Coordinator is on the State and federal notification lists for funding opportunities and reviews all when they are issued. It applied for a DOE grant of just over \$150k to provide grants for lower income homeowners to make energy efficiency upgrades. Habitat also applied for and received such a grant and will be administering the two funding sources to benefit Antioch homeowners in the coming year.</p> <p>The City collaborated with the County to issue a widely disbursed RFP for Antioch and County funding for affordable housing which was broadly disbursed to housing developers and agencies that serve persons with disabilities as well as those who are homeless. The RFP was available in September and due back in December. The City and County received three applications for projects in Antioch, which were reviewed and will be reported in the next HE report.</p>
2.1.6 Housing for Extremely Low-Income Households	Encourage and facilitate construction of 175 units affordable to extremely low-income households to meet RHNA	Ongoing	As discussed in 2.1.5, the City issued an Affordable Housing RFP in tandem with the County to solicit affordable housing projects in Antioch. The RFP went out to all developers in the San Francisco Bay Area who are on the County and Antioch mailing lists. Antioch and County criteria included preference points for 0-30% AMI units. The City rezoned sites with the Housing Element to allow additional opportunities to develop extremely low-income housing. The City created the Innovative Housing Overlay in November 2023 in concert with the Breakthrough Grant and Multi-Faith ACTION Coalition and Hope Solutions, which rezoned faith owned sites to allow for affordable cottage communities on the sites. The City has worked to refer to these units as ADUs, which reduces the impact fees that can be charged for the units. The City has had ongoing meetings with Hope Solutions to develop one of the sites. The City has responded to inquiries about another site.

2.1.7 Support Non-Profit Housing Sponsors	Meet with three non-profit organizations annually, to discuss upcoming funding opportunities, and potential opportunity sites for the development of housing affordable to lower income and/or special needs households	Annually	<p>The City, in tandem with the County, issued an RFP for funding affordable housing and met via zoom with several dozen developers. Three Antioch applications from three different developers were received and staff met with each. One was from Hope Solutions for permanent supporting housing for homeless persons, one from Lion's Center for permanent supportive housing for persons with visual impairments, and one from Novin Development for permanent supportive homeless housing.</p> <p>The results of the RFP will be discussed in the next HE report.</p> <p>The City created the Innovative Housing Overlay in November 2023 in concert with the Breakthrough Grant and Multi-Faith ACTION Coalition and Hope Solutions, which rezoned faith owned sites to allow for cottage communities on the sites. The City has had ongoing meeting with Hope Solutions to develop one of the sites. The City has responded to inquires about another site.</p>
2.1.8.a Promote Development of ADUs as Affordable Housing	Permitting of 17 ADUs annually, totaling 136 ADUs over the entirety of the planning period, including a target of 25 percent in higher income areas	Annually	36 ADU's were permitted in 2023 . In December 2023 the City adopted Innovative Housing Overlay District which allows development of cottage communities on faith-based organization owned sites.
2.1.8.b ADU/JADU Loans	Achievement of objectives for development of new housing for lower- and moderate-income households potentially in the city's higher opportunity areas. Generation of economic opportunities for homeowners	Completion by December 2026	Planning and Housing staff researched precedent programs and spoke with potential program partners in 2023. Discussion and research indicated that the cost of ADU construction, constrained capacity of Habitat for Humanity, and limited public funding for this program are not conducive to launching a program in the current environment. Staff are now working on a list of questions and contacts to use to reassess conditions in 2025 to see if external factors may be more conducive to designing and launching a program at that time.

2.1.9 Housing and Resources for Individuals Experiencing Homelessness	Development of 30-50 units for extremely low and very low-income households during the planning period	Ongoing	<p>In April 2023 the City opened Opportunity Village, a 32 room former hotel that can house 45 residents staying for 120 to 180 days. The program is funded by American Rescue Plan Act (ARPA) funds at \$1.17 M annually. The program is run by Bay Area Community Services to provide supportive services including 24/7 staffing. The program runs through 2025 and additional funding is being sought. In 2023 261 people were referred to Opportunity Village, of which 88 received shelter and services. Of these 42 were placed in permanent housing situations.</p> <p>In 2023 staff met with the County Health, Housing and Homeless Services to discuss development of the City's 5-acre land for the purpose of a CARE Center, homeless shelter, and permanent supportive housing. The County continues to lack funding to implement this project. The City released an RFP in conjunction with the last HomeKey cycle for this property and received several applications, but none were recommended to go forward for conveyance of the land and funding. All were insufficient in fully utilizing this parcel to its potential and the City elected to reserve it as the largest parcel remaining with a homeless overlay, in hopes that future County or State funding will be identified. The City worked with the County to issue a joint RFP for funding affordable housing opportunities for homeless and lower income individuals, and received three applications for over 45 units of potential supportive housing for homeless persons. Results will be discussed in the next HE report.</p> <p>Rezoning to allow for supportive housing and navigation centers was completed in January 2023.</p>
2.1.10 Inclusionary Housing	Development of 360 to 460 units for extremely low- very low-, and/or low-income households during the planning period including a target of 25 percent in higher income areas.	Ongoing	RFP issued and staff is evaluating the responses received to develop inclusionary housing ordinance. Development will be ongoing throughout the next year.
2.1.11 Missing Middle Housing	Development of 60 units of missing middle housing by end of planning period (approximately 8 units per year) including a target of 25 percent in higher income areas	Ongoing	Objective design standards adopted in August 2023. Monitoring ongoing.
2.1.12 Prioritize Very Low- and Low-Income Housing Development	The City will encourage water providers to give priority to very low- and low-income housing developments in case of a water shortage pursuant to Government Code Section 65589.7.	Ongoing	Will comply in the event of a water shortage. City is its own water provided.

<b>3.1.1 Housing Opportunities for Extremely Low-Income Households and Special Needs Groups</b>	<p>Amend the Zoning Ordinance by January 31, 2023, to allow for “low barrier navigation centers” as defined by AB 101 (2019). □ Amend the Zoning Ordinance by the end of January 31, 2023, to allow “supportive housing” as defined by AB 2162 (2018). □ Amend the Zoning Ordinance by January 31, 2023, to rezone 46 parcels to the city’s R-35 zoning district. □ Develop a program by April 30, 2024, to prioritize City funding proposals to affordable housing developments that serve special needs individuals.</p>	<p>Ongoing</p>	<p>Zoning amendments were made in January 2023. City will prioritize funding for affordable housing development serving special needs individuals when available.</p>
<b>3.1.2 Senior Housing</b>	<p>Facilitate housing that is affordable for lower-income seniors.</p>	<p>Ongoing</p>	<p>Antioch Family &amp; Senior Apartments was completed and leased up during FY 2023. This complex is a multi-generational community serving 394 households (including 4 managers’ units) earning 30% to 80% of the Area Median Income. The approximate 18-acre property includes 11 three-story courtyard-style residential buildings, a clubhouse, swimming pool, tot lot, fitness club, surface parking and ample landscaped common area. All residential units have private open spaces, including balconies and patios. Two of the eleven residential buildings containing 179 units (including a manager’s unit) are set aside for households with at least one resident 55 years or older. Each senior building features an elevator, washer/dryer rooms on each floor and enjoy a measure of privacy from the family buildings. The LEED-designed community features state-of-the-art design and construction standards including sprinkler systems in all buildings. Recreational and social services are provided on-site to all households with a focus on adult education, health/wellness, and after-school programming.</p> <p>The City also markets the Housing Rehabilitation program at the Senior Center and to seniors in the City through mailings. In 2023 it also issued an RFP to developers for affordable housing funding. No proposals were submitted for senior specific housing.</p>
<b>3.1.3 Incentives for Special Needs Housing</b>	<p>Continue to provide reasonable accommodations to encourage the development of specialized housing for persons with disabilities.</p>	<p>Ongoing</p>	<p>The City processed one reasonable accommodation request in the last year. We will continue to process requests in a timely manner as they come in.</p>

3.1.4 Coordination with Agencies Serving the Homeless Population	Forty percent reduction in number of homeless persons counted in Antioch during the 2030 PIT count.	2030	<p>The Housing Coordinator and Unhoused Resident Coordinator work closely to apply for homeless services funding and coordinate housing and services for Antioch's unhoused population. For most of 2023 (11 months) the Housing Coordinator continued service as a Continuum of Care Board member, and in December the City's Unhoused Resident Coordinator was nominated to the COC Board. Board members are intimately involved in all decisions regarding COC, state, and other funding to serve homeless residents, meeting monthly for the COC and usually monthly for at least one other Committee.</p> <p>In April 2023 the City opened Opportunity Village. The 32 room former hotel can house 45 residents who can stay from 120 to 180 days. The program is funded by American Rescue Plan Act (ARPA) funds at \$1.17 M annually. The program is run by Bay Area Community Services (BACS) to provide supportive services including 24/7 staffing. The program runs through 2025 and additional funding is being sought. In 2023, 261 people were referred to Opportunity Village, of which 88 received shelter and services. Of these 42 were placed in permanent housing situations.</p> <p>The Unhoused Resident Coordinator works closely with the Antioch Police, the City's new Mental Health responders, Public Safety manager, and other City departments as well as the County CORE outreach team to inform unhoused residents of this opportunity.</p> <p>City Community Grants funds 7 different agencies and 8 homeless prevention, intervention, outreach and shelter services annually utilizing \$421,500 in Housing Successor and PLHA funding.</p> <p>Finally, the Multifath Action team collaborated with HOPE Solutions to apply for Antioch and County affordable housing funding to construct a 22-unit tiny home village of supportive housing for unhoused residents, and Novin Development also proposes an 80-unit development supportive housing development for homeless and other lower income residents. Results of the competition will be reported next year.</p>
3.1.5 Emergency Shelters, Supportive, and Transitional Housing	Compliance with SB 2	Ongoing	Section 9-5.1703 of the Zoning code was amended to remove the per-bed parking stall requirement for emergency shelters in November 2023. Supportive and transitional housing definitions and uses were updated in the zoning code in January 2023.
3.1.6 Zoning for Employee Housing:	Compliance with Health and Safety Code regarding Employee Housing	Within 18 months of Hsg Element adoption	Updates to be developed in the next year.
3.1.7 Rental Assistance	Annually refer 300 persons to available rental assistance through local, state, and federal funds.	Ongoing	CDBG-CV and Housing Successor funds were utilized for rental assistance through SHELTER Inc. During 2023, a total of \$518,862 was expended to serve 836 people with rental assistance to help stabilize their housing.

3.1.8 Housing and Services for Those with Disabilities	Maximize opportunities to address the housing needs of special needs groups within the city.	Ongoing	The City collaborated with the County to issue an RFP for Antioch and County funding for affordable housing which was broadly disbursed to housing developers and agencies that serve persons with disabilities as well as those who are homeless. The RFP was available in September and due back in December. While the Regional Center did not submit an application, the City and County received an application for development of housing for people with visual impairments from the Lion's Center to provide 6 units of housing for persons with severe visual impairment, This is their first application for housing development, and results will be reported in the next Housing Element report.
4.1.1 Maintain a Streamlined, Affordable Application Process	Minimize the costs of residential development within Antioch attributable to the time it takes to review development applications and plans.	Ongoing	Online permitting software was launched for all Planning applications in May 2023. The City continues to provide one-stop-shop permitting processes. The Master Fee Schedule is a consolidation of all fees across the City. Project Pipeline includes updates to project statuses online.
4.1.2 Residential Development Impact Fee Ordinances	Continually ensure provision of adequate public facilities and services to new and existing residential development	Ongoing	The City will continue to collect development impact fees to ensure adequate delivery of services.
4.1.3 Density Bonus Ordinance	Ensure that City density bonus provisions comply with State requirements.	Annually	Antioch Zoning Code was updated in 2020 to references state law.
4.1.4 Pre-Application Conferences	Minimize development review time and costs for new residential projects.	Ongoing	Pre-application conferences are offered to all residential development applicants.
4.1.5 Development Standards Handouts	Update handouts on a semiannual basis and when development standards are modified.	Ongoing	The City reviewed and updated its development application handouts throughout the summer of 2023. The ADU handouts and materials were updated to reflect the ADU ordinance changes in December 2023/January 2024.
4.1.6. Review and Revise Residential Parking Requirements	<input type="checkbox"/> Amend the City's Zoning Ordinance by the end of September 30, 2023, to ensure compliance with AB 2097(2022). <input type="checkbox"/> Conduct comprehensive study of parking requirements, and revise requirements as appropriate with a particular focus on studio and one-bedroom units, by December 31, 2024.	Ongoing	Antioch Zoning Code was updated in November 2023 to comply with AB2097 standards. Parking study to take place in 2024.
4.1.7 Streamlined Approvals	Minimize the use of discretionary review by permitting with by-right review.	Ongoing	The City continues to discuss the Commercial Infill Housing program with interested applicants. The City ministerially approved 245 residential units in August 2023 under the CIH program. The City has an SB 35 application form. The City will continue to ministerially approve affordable projects, as required by State law.



4.1.8 Monitor Effects of Regional Fees	<input type="checkbox"/> Continue to appoint one City Council Member and one Planning Commissioner to represent the City of Antioch on the ECCCRFFA. <input type="checkbox"/> Continue to participate in regular meetings of the JPA, and work with the other members of the ECCRFFA to pursue and support reductions to the regional fee for higher-density residential uses near major transit stops and affordable housing developments.	Ongoing	Mayor Hernandez-Thorpe serves on the TRANSPLAN committee. Planning Commissioner will be appointed by April 2024.
4.1.9 Missing Middle Permitting Process	Streamlined approval process and facilitate development of 60 moderate-income housing units.	Ongoing	Single-Family and Missing Middle Residential Objective Design Standards were adopted in August 2023. The
4.1.10 R-35 Zone	Facilitate the development of diverse housing types and address land use controls that are a constraint to development.	Ongoing	Development standards were updated in January 2023.
4.1.11 CEQA Streamlining	Streamline housing development	Ongoing	The City allows all eligible projects to use CEQA streamlining provisions.
4.1.12 Removing Barriers to Rehabilitation Programs	Remove barriers to housing conservation	Jan-25	Accomplished in full. The City removed this requirement in 2023.
4.1.13 Multi-family Objective Design Standards	Streamline housing development	Ongoing	Multifamily Objective Design Standards were adopted in January 2023 and are posted on the City's Planning website.
4.1.14 Rezoning and Specific Plan and General Plan Amendments	Ensure availability of sites for up to 810 new units of housing	Ongoing	Rezoning to ensure availability was completed in tandem with Housing Element adoption in January 2023.

5.1.1 Fair Housing Services	<p>□ Provide Fair Housing services to a minimum of 50 Antioch tenants and landlords annually who require information regarding fair housing and discrimination, or complainants alleging discrimination based on federal, state, and local protected classes. □ Conduct Fair Housing testing of a minimum of five apartment complexes annually based on complaints received.</p>	Ongoing	<p>The City contracted with ECHO for the first half of 2023, and then brought Fair Housing and Tenant/Landlord services in house to better support new tenant protections and other efforts being made by the City to provide more services to residents.</p> <p>105 people were served with Tenant/Landlord services by both ECHO and the City. Of these cases, Eviction Counseling constituted 44% of cases, Rent Increases was 13%, and other issues constituted the remaining 43%. Hispanic residents made up 21%, White 40%, Black/African American 47%, American Indian 1%, Asian 4%, Hawaiian/Pacific Islander 3%, and the remaining 5% were Other/Mixed Race.</p> <p>Fair Housing services conducted pair testing of 12 Antioch apartment complexes that had advertisements for available rental units on several websites. The majority testers were a heterosexual couple, and the minority testers were a same sex male couple. In 10 cases there was no difference in treatment, and in two cases only the majority tester received a response.</p> <p>Fair Housing complaints were received from 39 persons. Of these, 48% were related to Source of income, 18% to Disability, and 35% to other issues. City was slightly under goal as setting up the new internal program and hiring took longer than expected. Email outreach to all registered Antioch landlords was conducted twice during the year about various Fair Housing issues and new local renter protections.</p>
5.1.2 Implement Americans with Disabilities Act (ADA)	Ensuring accessibility of new housing	Ongoing	City of Antioch complies with ADA requirements. The Building Division reviews all building permits for ADA compliance.
5.1.3 Incentivize Accessible Units	Two projects that go beyond the federal minimum of 5 percent accessible units for subsidized projects.	Ongoing	Potential incentives will be explored this year.
5.1.4 Environmental Justice	Alleviate disparate impacts experienced by households living in EJ neighborhoods, especially impacts related to environmental outcomes. Improve CalEnviroScreen composite score in EJ area by 10 percent	Ongoing	Environment Justice Element of the General Plan was adopted in October 2023.
5.1.5 Home Repairs	Conserve and improve assets in areas of lower opportunity and concentrated poverty. Rehabilitation of 40 homes in target neighborhoods	Ongoing	<p>In 2023 Habitat, which operates the City's rehabilitation program, sent out 30k postcards to residents in lower income and EJ neighborhoods which have the City's oldest housing stock, informing them of the program and eligibility, as well as working with the Senior Center to provide brochures in English, Spanish and Tagalog.</p> <p>Of the 17 home repair grants made, 6 or 35% were made in the Sycamore and EJ areas.</p>

5.1.6 Monitor At-Risk Projects	Preservation of 54 units before 2032	2032	City Housing staff have reached out to those nonprofits with units at risk for conversion to market rate and have been assured that their intention is for the units to remain affordable, with a high likelihood that they will ask for renovation funding from the County before the expiration date. Staff will continue to monitor.
5.1.7 Economic Development in EJ Neighborhoods	Place-based strategies to encourage community conservation and revitalization.	Ongoing	City launched a facade upgrade program providing grants of \$5,000 - \$25,000 for business improvements in qualified EJ census tracts in northeast Antioch.
5.1.8 Tenant Protections	Protect approximately 13,509 households from displacement and preserve housing affordability.	Ongoing	City has adopted citywide standards including a rent stabilization ordinance.
5.1.9 Fair Housing Training	Conduct four to six workshops per year on fair housing rights. Protect existing residents from displacement and enforce fair housing laws.	Ongoing	Development of tracking systems and program materials under the Finance department and new Fair Housing staff occurred during the past year and will be launched and reported in the next Housing Element report.
5.1.10 Fair Housing Webpage.	Enforce Fair Housing laws. Increase participants in fair housing programs by 5 percent	Ongoing	For the first half of the year the City partnered with ECHO housing as its Fair Housing provider. A 12 site fair housing audit was conducted. Also during the year the City passed several significant renter protections as a result of rent increases and displacement affecting residents. Realizing that the City needed greater outreach, coverage and understanding of local ordinances and protections, it hired a Fair Housing counselor and brought the process under the City. The City now has a full-time staff person formerly of ECHO Housing, devoted to fair housing and tenant/landlord calls, outreach and to coordinate fair housing training and testing. The Fair Housing website is under expansion with many more resources becoming available.
5.1.11 Right to Reasonable Accommodations	Increased reasonable accommodation requests and fulfilled requests by 10 percent.	Ongoing	Training was conducted by ECHO Housing during the year on reasonable accommodation and a 12 site audit was conducted. Materials and signage were developed on reasonable accommodation and further enforcement will be reported in the next Housing Element report. Reasonable accommodation information is available on the city's webpage in English, Spanish and Tagalog. Will be incorporated into rental property business license application process.
5.1.12 Financial Resources	Assistance for the City to achieve their very low- and low-income RHNA units.	Ongoing	City Planning and Affordable Housing/Community Grant staff met monthly with a diverse group of Countywide stakeholders to develop goals for the BAHFA bond measure and plan outreach. Outreach will occur and be reported in the next Housing Element report.
5.1.13 Enhancing Housing Mobility Strategies	Remove barriers to housing in areas of opportunity and strategically enhancing access. 546 Extremity Low Income Units, 309 Low Income Units, 546 Moderate income units and 1,567 above moderate units.	Ongoing	Rezoning of sites in the Sites Inventory occurred in January 2023 with adoption of the Housing Element.

5.1.14 Inter-Agency and Inter-Jurisdictional Coordination	Assistance for the City to achieve preservation goals.	Ongoing	<p>The City actively engaged in numerous efforts during the year to coordinate and increase legal assistance for all residents to stabilize their housing, including those agencies that serve undocumented residents. This was achieved through partnership and funding to ECHO Housing and Centro Legal de la Raza, and Contra Costa Senior Legal Services. The City also met with two Tenant advocacy groups several times and successfully advocated for increased legal funding with County Measure X funding.</p> <p>In addition, City Housing staff meet monthly with the County Housing and Community Development department, County Housing Authority, and cities of Pittsburg, Concord, and Walnut Creek, County homeless Continuum of Care, County Health Department, County School District Homeless Liaison, and the City's Environmental Justice division. Meetings serve to break down silos, exchange information, coordinate efforts, increase understanding, and better serve all of Antioch's population.</p>
5.1.15 Promote ADUs as Affordable Housing	Annually increase housing stock by four to five units by providing extremely and very low-income (0-50 percent AMI) homeowners with low-interest loans, design and construction management assistance, and education on landlord and tenant laws and responsibilities. Subsidized development of 25 ADUs by the end of the planning period.	Ongoing	<p>Planning and Housing staff researched precedent programs and spoke with potential program partners in 2023. Discussion and research indicated that the cost of ADU construction, constrained capacity of Habitat for Humanity, and limited public funding for this program are not conducive to launching a program in the current environment. Staff are now working on a list of questions and contacts to use to reassess conditions in 2025 to see if external factors may be more conducive to designing and launching a program at that time.</p>
5.1.16 Schools	Increased opportunities for low-income residents.	Ongoing	<p>The Inclusionary Housing ordinance would bring affordable units to all areas of the City. Work on choosing a consultant for the Inclusionary Housing ordinance is underway.</p>
5.1.17 Encouraging New Housing Choices	Encouraging new housing choices and affordability. Affordable housing projects and available affordable units are advertised to at least 3 community organizations.	Ongoing	<p>When developing the Sites Inventory, the City evaluated income and poverty concentration when rezoning sites for affordable housing. No new affordable housing developments have been entitled since adoption of the Housing Element. Advertising to community organizations will be included as a condition of approval for future developments. The City collaborated with the County to issue an RFP for Antioch and County funding for affordable housing. The RFP was available in September and due back in December, so results will be reported in the next Housing Element report. Any City funding will require affirmative marketing, translation, and the City will assist by providing translation of materials and mailing lists for outreach to reach targeted populations.</p>
5.1.18 Replacement Housing	Evaluate residential development proposal for consistency with Government Code section 65915(c)(3) and Government Code section 66300(d)	Short-Term/Ongoing	<p>The City has not received any applications for projects for non-vacant sites with existing housing units on the sites where replacement units would be a requirement. The City evaluates residential proposals for consistency with all requirements.</p>



Jurisdiction	Antioch	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD at <a href="mailto:apr@hcd.ca.gov">apr@hcd.ca.gov</a> and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> . For detailed reporting requirements, see the <a href="#">chcklist here</a> :  <a href="https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf">https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf</a>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									



Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

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<b>Jurisdiction</b>	Antioch	<b>NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns</b>	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
<b>Reporting Period</b>	2023		

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

For Contra Costa County jurisdictions, please format the APN's as follows:999-999-999-9

<b>Table H</b>						
<b>Locally Owned Surplus Sites</b>						
<b>Parcel Identifier</b>				<b>Designation</b>	<b>Size</b>	<b>Notes</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>APN</b>	<b>Street Address/Intersection</b>	<b>Existing Use</b>	<b>Number of Units</b>	<b>Surplus Designation</b>	<b>Parcel Size (in acres)</b>	<b>Notes</b>
Summary Row: Start Data Entry Below						
066-092-001-9	801 W 2nd Street	Vacant		Surplus Land	0.17	former hotel site
066-102-004-9	908 W 2nd Street	Vacant		Surplus Land	0.69	may be subject to flooding
066-061-009-9	I Street	Public Facilities		Surplus Land	0.39	Gravel parking lot
066-061-010-9	I Street	Public Facilities		Surplus Land	0.18	Gravel parking lot
066-164-014-9	E 8th Street and A Street	Vacant		Surplus Land	0.18	
066-162-008-9	E 7th Street and A Street	Vacant		Surplus Land	0.18	contains portion of public street
066-123-020-9	W 4th Street and L Street	Vacant		Surplus Land	0.13	contains portion of public street
066-123-014-9	W 4th Street and L Street	Vacant		Surplus Land	0.2	contains portion of public street
066-123-009-9	W 5th Street and L Street	Vacant		Surplus Land	0.11	contains portion of public street
066-126-001-9	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-126-002-9	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-126-003-9	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-126-004-9	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-126-005-9	W 6th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-128-001-9	W 6th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street
066-128-002-9	W 6th Street and L Street	Vacant		Surplus Land	0.11	contains portion of public street
066-217-008-9	901 L Street	Vacant		Surplus Land	0.06	
066-217-009-9	1017 W 9th Street	Vacant		Surplus Land	0.11	
067-341-027-9	Claudia Court	Vacant		Surplus Land	1.69	Caltrans remnant
067-342-001-9	Fitzuren Road	Vacant		Surplus Land	0.54	Caltrans remnant
067-342-002-9	Fitzuren Road	Vacant		Surplus Land	0.7	Caltrans remnant
071-021-018-9	Fitzuren Road	Vacant		Surplus Land	0.27	Frontage parcel
051-400-027-9	E 18th Street and Wilson St	Vacant		Surplus Land	1.2	
072-400-036-9	Golf Course Road and Lone Tree Way	Other		Surplus Land	2.01	Greenbelt with possible utilities



Jurisdiction	Antioch	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY.  
This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

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Table J												
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section												
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income
Summary Row: Start Data Entry Below												

<b>Jurisdiction</b>	Antioch	
<b>Reporting Period</b>	2023	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	01/31/2023 - 01/31/2031

## ANNUAL ELEMENT PROGRESS REPORT

**Table K**  
**Tenant Preference Policy**

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Antioch
Reporting Year	2023 (Jan. 1 - Dec. 31)

**ANNUAL ELEMENT PROGRESS REPORT**  
**Local Early Action Planning (LEAP) Reporting**  
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$ 500,000.00	Total award amount is auto-populated based on amounts entered in rows 15-26.
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Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
1. Housing Element Updates	\$282,500.00	\$282,500.00	Completed	REAP	
2.HE Zoning Ordinance Updates	\$86,000.00	\$86,000.00	Completed	REAP	
3.Prohousing Policies	\$106,500.00	\$106,500.00	Completed	None	
4.Grant Administration	\$25,000.00	\$25,000.00	Completed	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	4
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		726
Total Units		730

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	11
Low	Deed Restricted	0
	Non-Deed Restricted	11
Moderate	Deed Restricted	0
	Non-Deed Restricted	11
Above Moderate		351
Total Units		384

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	3
Moderate	Deed Restricted	0
	Non-Deed Restricted	3
Above Moderate		307
Total Units		313