



## **ANNOTATED AGENDA**

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

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

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**Date: Tuesday, February 25, 2025**

**Time: 6:30 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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**Ron Bernal, Mayor**

**Louie Rocha, Mayor Pro Tem (District 2)**

**Tamisha Torres-Walker, Council Member District 1**

**Donald P. Freitas, Council Member District 3**

**Monica E. Wilson, Council Member District 4**

**Melissa Rhodes, City Clerk**

**Jorge R. Rojas, City Treasurer**

**Bessie Marie Scott, City Manager**

**Derek Cole, Interim 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).

## **SPEAKER RULES**

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

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

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request form, located at the entrance of the Council Chambers. Please place the Speaker Request form in the tray near the City Clerk before the Council Meeting begins. This will enable us to call upon you to speak. **Important:** The Speaker Request form is retained as a Public Record, and as such, may be shared with others upon request in line with the California Public Records Act. On your Speaker Request form, please identify if the comment is for "Announcement of Community Events", "Public Comment", or a specific "Agenda Item". No one may speak more than once on an agenda item or during "public comments."

Speakers will be notified shortly before they are called to speak. When you are called to speak, please limit your comments to the time allotted (up to 3 minutes, at the discretion of the Mayor).

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

During Public Hearings, each side is entitled to one "main presenter" who may not speak for more than 10 minutes; all other speakers during public hearing items, are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers or number of items on the agenda (at the Mayor's discretion). Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers. During certain types of hearings, the applicant is allowed to give their presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

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

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

**WRITTEN PUBLIC COMMENT** – If you wish to provide a written public comment, you may email the City Clerk's Department at [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), by 3:00 p.m. the day of the City Council Meeting.

**PLEASE NOTE:** *Written public comments received by 3:00 p.m. the day of the City Council Meeting will be shared with the City Council before the meeting; entered into the public record; retained on file by the City Clerk's Office; and available to the public upon request. Written public comments will not be read during the City Council Meeting.*

### **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 \(antiochca.gov\)](http://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 \(antiochca.gov\)](http://antiochca.gov/City-Council). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

### **Notice of Opportunity to Address Council**

The public has the opportunity to address the City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

**6:30 P.M.      ROLL CALL – CLOSED SESSION** – for Council Members – ***Council Members District 1 Torres-Walker, District 3 Freitas, Mayor Pro Tem (District 2) Rocha, and Mayor Bernal [Council Member District 4 Wilson – Absent]***

#### **PLEDGE OF ALLEGIANCE**

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

#### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – pursuant to California Government Code section 54956.9(d)(2): 1 potential case.

***City Council voted to approve the settlement agreement to Ashley Ewart in the amount of \$100,000, 4/0***

**6:32 P.M.      ADJOURNED TO CLOSED SESSION**

**7:00 P.M.      ROLL CALL – REGULAR MEETING** – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – ***Council Members District 1 Torres-Walker, District 3 Freitas, Mayor Pro Tem (District 2) Rocha, and Mayor Bernal [Council Member District 4 Wilson – Absent]***

## PLEDGE OF ALLEGIANCE

## CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

***[CITY CLERK READ OUT THE SPEAKER RULES FOR THE COUNCIL MEETING]***

**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.*

### 1. INTRODUCTION OF NEW CITY EMPLOYEES, PROMOTIONS AND RETIREMENTS

#### ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

### 2. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- PARKS AND RECREATION COMMISSION
- BOARD OF ADMINISTRATIVE APPEALS

#### 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 JANUARY 28, 2025

*Approved as amended, 4/0*

*[Page 5, 11<sup>th</sup> paragraph]) to read: Councilmember Freitas stated he believed there was Council consensus to move forward with the project “but without waivers or exemptions.” ~~with the various conditions~~*

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

#### B. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 11, 2025

*Continued, 4/0*

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



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

- C.** APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR FEBRUARY 19, 2025

***Continued, 4/0***

Recommended Action: It is recommended that the City Council continue the Special Meeting/Closed Session minutes.

- D.** APPROVAL OF COUNCIL WARRANTS

***Approved, 4/0***

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

- E.** APPROVAL OF HOUSING SUCCESSOR WARRANTS

***Approved, 4/0***

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

- F.** SOLE SOURCE PURCHASING AGREEMENT WITH ALTURA COMMUNICATIONS SOLUTIONS FOR A PHONE SYSTEM UPGRADE FOR AN AMOUNT NOT TO EXCEED \$86,195.57

***Reso No. 2025/27 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute a sole source purchase agreement with Altura Communications Solutions in the amount of \$86,195.57, for an upgrade to modernize the City's existing phone system.

- G.** SOLE SOURCE MAINTENANCE SERVICES AGREEMENT WITH ALTURA COMMUNICATIONS SOLUTIONS FOR ANNUAL PHONE SYSTEM SUBSCRIPTION LICENSING AND SUPPORT FOR AN AMOUNT NOT TO EXCEED \$95,258

***Reso No. 2025/28 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute a multi-year sole source maintenance service agreement with Altura Communications Solutions, beginning January 1, 2025, through December 31, 2027, in the amount of \$100,308, for phone system subscription licensing and support.

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

- H.** NEW CLASS SPECIFICATION, ASSIGNING SALARY RANGES, ASSIGNING THE CLASSIFICATIONS TO THE CONFIDENTIAL BARGAINING UNIT

***Reso No. 2025/29 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving the new class specification for Risk and Safety Specialist, assigning a salary range, and assigning the classification to the Confidential Bargaining Unit.

- I.** RESOLUTION TO SUMMARILY VACATE SURPLUS PORTIONS OF WATER LINE EASEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY ADDITIONAL DOCUMENTS TO QUITCLAIM TO THE UNDERLYING FEE OWNER AND RESOLUTION TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO ACCEPT ADDITIONAL WATER LINE EASEMENTS FOR THE CHICK-FIL-A PROJECT AT 5705 LONE TREE WAY (P.W. 723)

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

***Reso No. 2025/30 adopted, 4/0***

- 1) Adopt a resolution to summarily vacate surplus portions of a water main line easement and quitclaim any interest to the underlying fee owner.

***Reso No. 2025/31 adopted, 4/0***

- 2) Adopt a resolution authorizing the City Manager or designee to accept new easements for a relocated water main line.

- J.** ACCEPTANCE OF COMPLETED IMPROVEMENTS AND RELEASE OF BONDS FOR DEER VALLEY ESTATES SUBDIVISION 9518 (P.W. 681-2)

***Reso No. 2025/32 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to accept the completed improvements and file the Notice of Completion for said improvements for Deer Valley Estates Subdivision, Tract No. 9518.

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

- K.** CONSIDERATION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE CONTRA COSTA TRANSPORTATION AUTHORITY FOR THE COUNTYWIDE SMART SIGNALS PROJECT FUNDED IN PART BY A ONE BAY AREA CYCLE 3 (OBAG 3) GRANT (P.W. 636-10)

***Reso No. 2025/33 adopted, 4/0***

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

- 1) Approving the Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the Countywide Smart Signals Project;
- 2) Approving an amendment to the Fiscal Year 2024/25 Operating Budget to increase the funding for the Countywide Smart Signals Project by \$334,175 from Gas Tax funds;
- 3) Authorizing the expenditure of up to \$334,175 of Gas Tax funds to pay an advancement to the Contra Costa Transportation Authority for estimated costs for the design and installation of upgraded equipment located within the City's right-of-way and cost of construction for the Countywide Smart Signals Project, which is required to receive a \$2,914,034 One Bay Area Cycle 3 (OBAG 3) Grant; and
- 4) Authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

- L.** AGREEMENT WITH TK ELEVATOR CORPORATION FOR ELEVATOR MODERNIZATION AT 800 WEST SECOND STREET IN THE AMOUNT OF \$168,648

***Reso No. 2025/34 adopted, 4/0***

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

- 1) Approving the Cooperative Purchasing Agreement with TK Elevator Corporation for the elevator modernization at 800 West Second Street in the amount of \$168,648; and
- 2) Authorizing the City Manager or designee to execute the Cooperative Purchasing Agreement in a form approved by the City Attorney.

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

- M.** FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH INDIGO HAMMOND+PLAYLE ARCHITECTS, LLP FOR CITYWIDE SPACE PLANNING AND ARCHITECTURAL CONSULTATION SERVICES (P.W. 700-4)

***Reso No. 2025/35 adopted, 4/0***

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

- 1) Approving the first amendment to the Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP for Citywide Space Planning and Architectural Consultation Services for the building at 800 West Second Street in the amount of \$54,500 for a total contract amount of \$103,000; and
- 2) Authorizing the City Manager or designee to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.

**COUNCIL REGULAR AGENDA**

- 4.** ANTIOCH POLICE OVERSIGHT COMMISSION (APOC) – 2024 ANNUAL REPORT TO CITY COUNCIL

***Approved, 4/0***

Recommended Action: It is recommended that the City Council review and approve the Antioch Police Oversight Commission's (APOC) Final 2024 Annual Report.

- 5.** COUNCIL DISCUSSION ON A TEMPORARY PAUSE OF ANTIOCH POLICE OVERSIGHT COMMISSION (APOC) MEETINGS

***Council made a motion to approve the following:***

- 1. Request APOC to consider the possibility of a temporary pause.***
- 2. Direction provided to staff to prepare and return with a plan of action (USDOJ) to implement a pause of APOC for a specified time and bring said plan to a future Council meeting that has been properly noticed to amend Ordinance No. 2212-C-S, that created the Commission.***

***4/0***

Recommended Action: It is recommended that the City Council discuss and provide direction to staff regarding implementing a temporary pause of Antioch Police Oversight Commission meetings.

## **COUNCIL REGULAR AGENDA – Continued**

**10:06 P.M. RECESS**

**10:15 P.M. RECONVENED, ROLL CALL – Council Members District 1 Torres-Walker, District 3 Freitas, Mayor Pro Tem (District 2) Rocha, and Mayor Bernal  
[Council Member District 4 Wilson – Absent]**

- 6. EMERGENCY STAFFING FOR THE FINANCE DEPARTMENT, HUMAN RESOURCES DEPARTMENT, OFFICE OF THE CITY MANAGER, OFFICE OF THE CITY CLERK AND CONVERSION OF COMPUTER TECHNICIAN IN INFORMATION SYSTEMS**

**DURING DISCUSSION OF ITEM #6, MAYOR BERNAL MADE A MOTION TO EXTEND THE MEETING TO 11:30 P.M.; APPROVED 4/0**

**Reso No. 2025/36 adopted,**  
Recommended Action: It is recommended that the City Council adopt a resolution approving the following:  
**[All items below were voted on separately]**

**Approved 3/1-(Freitas-NO)**  
1) Emergency staffing allocation of a Payroll Specialist;

**Approved 3/1-(Freitas-NO)**  
2) Emergency staffing allocation of a Human Resources Manager;

**Approved 3/1-(Freitas-NO)**  
3) Emergency staffing allocation of a Public Records Coordinator;

**Motion failed due to lack of a second**  
4) Emergency staffing allocation of a second Assistant City Manager;

**Approved 3/1-(Freitas-NO)**  
5) Conversion of a Computer Technician to Administrative Assistant in Information Systems; and

**Approved, 4/0**  
6) Authorizing the City Manager to make the necessary budget adjustments.

## **COUNCIL REGULAR AGENDA – Continued**

**MAYOR BERNAL REQUESTED A MOTION TO TABLE ITEM #7 TO THE NEXT CITY COUNCIL MEETING; APPROVED, 4/0**

**7. CITY COUNCIL 90-DAY REQUEST LIST – DISCUSSION ON THE CREATION OF A HOMELESS/UNHOUSED AD HOC COMMITTEE**

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

### **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 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 11:40 p.m., 4/0***

CITY OF  
**ANTIOCH**  
CALIFORNIA

**INTRODUCTION OF NEW CITY EMPLOYEES, PROMOTIONS, RETIREMENTS**

**DATE:** Regular Meeting of February 25, 2025

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

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

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➤ Acting Chief of Police Joe Vigil would like to introduce:

- Ashley Martinez, Administrative Analyst I
- Laurissa Lampi, Crime Analyst
- Ma'Janae Brown, Police Dispatcher
- Paige Garner, Police Dispatcher
- Jose Collazo, Police Officer
- Brandon Michaud, Police Officer
- David Taylor, Police Officer
- Steven Miller, Police Officer
- Trayjen Jones, Police Officer
- Canaan Lutu Moala, Police Officer
- Charise Holloway, Police Officer
- Desmond Bittner, Police Captain (Promoted)

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➤ Acting Public Works Director/City Engineer Scott Buenting would like to introduce:

- Austin Antoniazzi, General Laborer
- Vainderpal Gill, Laboratory Assistant I
- Johnathon Webb, Water Treatment Instrument Technician
- Katie Young, Administrative Analyst III



- Chad Truesdell, Lead Collections Systems Worker
  - Justin Griffith, Cross Connection Control Specialist II (Promoted)
  - Rene Ayala, Equipment Mechanic I
  - Andrew Aranda, Equipment Mechanic I
- 

➤ Assistant City Manager Kwame Reed would like to introduce:

- Cesar Serafin, Building Inspector
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➤ Public Safety and Community Resources Director Tasha Johnson would like to introduce:

- Dawn Schultze-Allen, Administrative Analyst I

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on one of the various Boards, Commissions, and Committees. Any interested resident is invited to apply for the following vacancies by **5:00 p.m., on the dates listed below:**

**FRIDAY, FEBRUARY 28, 2025**

➤ **PARKS AND RECREATION COMMISSION**

- One (1) vacancy, expiring April 2026

**EXTENDED DEADLINE DATE: FRIDAY, FEBRUARY 28, 2025**

➤ **BOARD OF ADMINISTRATIVE APPEALS**

- Four (4) vacancies, expiring March 2028

To be considered for the vacancy position(s) listed above, please fill out an application available online on the City's website at: <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please email the completed application to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), by the deadline date listed above. You can also drop off the application (Attn: City Clerk), in the water billing drop-off box just outside of Antioch City Hall.



***Your interest and desire to serve our community can make a difference.***

**#2**



The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions, as well as engaging the community in programs and services. The Commission also surveys current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.

**Commission Seats:**

- Seven (7) Commission Members, 4-year terms.

**Meetings:**

- Held every third Thursday of every month at 7:00 p.m. in the City Council Chambers; or on other dates as needed.

**Requirements:**

- Must be a resident of the City of Antioch.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Board of Administrative Appeals hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code Interpretations.

**Board Seats:**

- Five (5) Board Members, 4-year terms.
- One (1) Alternate Board Member, 2-year term.

**Meetings:**

- Held every first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.

**Requirements:**

- Must be a resident of the City of Antioch.
- Three (3) members shall have experience in building construction trades and/or training in the CA Code of Regulations.
- Board members are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Board members are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.

## CITY COUNCIL MEETING

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

**January 28, 2025**  
**Council Chambers**

### **6:00 P.M. - CLOSED SESSION**

Mayor Bernal called the Closed Session to order at 6:00 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 1 Torres-Walker, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal (Council Member District 3 Freitas arrived at 6:02 P.M.)

### **PLEDGE OF ALLEGIANCE**

Mayor Bernal led the Pledge of Allegiance.

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property 809-815 1st Street, Antioch, CA 94509 (APN: 066-091-015), Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager and Derek Cole, Interim City Attorney; Lynn House Gallery Negotiator: Jody Mattison; Under Negotiation: Rent and terms of payment.
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property 5 Marina Plaza, Antioch, CA 94509 (APN: 066-010-017); Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager and Derek Cole, Interim City Attorney; Marina Negotiator: Anthem Marine, LLC. Negotiator: Tony Khanzada and Mark Overbye; Under Negotiation: Price and terms of contract.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property: 75 Walton Lane, Antioch, CA; Agency Negotiation: City of Antioch Negotiators: Bessie Marie Scott, City Manager and Derek Cole, Interim City Attorney; Negotiating Parties: East Bay Regional Communication Systems Authority (EBRCSA); Under Negotiation: Price and terms of contract.

**PUBLIC COMMENTS – None**

### **ADJOURN TO CLOSED SESSION**

Mayor Bernal adjourned to Closed Session at 6:03 P.M.

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

Mayor Bernal called the meeting to order at 7:01 P.M., and City Clerk Rhodes called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

## **PLEDGE OF ALLEGIANCE**

Mayor Bernal led the Pledge of Allegiance.

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

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, direction given to the City Negotiators, **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, direction given to the City Negotiators; and, **#3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, direction given to the City Negotiators.

## **PUBLIC COMMENTS**

Melissa Case thanked the City Council for the comprehensive Budget Study Session. She encouraged the City to seek funding solutions to continue the Angelo Quinto Crisis Response Team (AQCRT) and unhoused resident services. She reported that the community gathered to support a resident who was having difficulty paying a water bill.

Jim Lanter, Antioch resident, expressed concern regarding public comments made at a previous Council meeting. He spoke to the City Manager's and Mayor's professionalism.

Kathryn Reza, Asset Manager of Raley's Shopping Center, spoke in support of the City increasing funding for public safety in Antioch.

Derrick O'Neal, Training XAI Beat the Streets discussed the future of Artificial Intelligence programming and encouraged the City to participate in their job summits.

Debbie Blaisure, Rivertown Treasurer Chest/Downtown Business Association, reported on her attendance at their Mix and Mingle Event and thanked those who participated. She announced the Downtown Business Merchant Group was opened to all downtown businesses.

Ray Rodrigues advocated for an Antioch Police Department (APD) substation in the Sycamore Corridor.

Amadeus Castillo, Antioch Council of Teens (ACT), announced their meetings take place from 4:00 P.M. – 6:00 P.M. on the second and fourth Wednesday of the month at the Antioch Water Park. He discussed the success of their Back to School Bowling and job fair events. He announced a Teen Pottery Event would take place from 6:00 P.M. – 8:00 P.M. on February 6, 2025, at the Antioch Water Park. Contact information was provided.

Mayra advocated for protecting youth in the community.

Frank Sterling, Antioch resident, suggested the City update the community on the Department of Justice settlement, immigration and the impacts of diverting water to Southern California. He encouraged the City to seek alternative funding for the AQCRT Program, Opportunity Village and the Mayor's Apprenticeship Program.

Devin Williams encouraged the City to seek alternative funding for the AQCRT, Opportunity Village and gun violence prevention programs. He expressed concern regarding immigration and encouraged the City to provide community outreach for those who were vulnerable. He announced Lift Up Contra Costa was hosting a Community Café from 6:00 P.M. – 8:00 P.M. February 14, 2025, at Delta Bay Community Church.

Gavin Payton, NAACP Youth Council, announced they had issued a public statement on racism. He invited the community to their Black History Month program and discussed their advocacy on behalf of youth.

Velma Wilson thanked everyone who attended the Reverend Dr. Martin Luther King (MLK) Celebration at Deer Valley High School and recognized former Councilmember Moore for creating the program. She encouraged the City to collaborate with Antioch Unified School District (AUSD) on future MLK events.

Nancy spoke in support of Antioch establishing their own CORE Team and offered to assist the City with those efforts. She expressed concern that encampment sweeps were unproductive and homeless services were insufficient.

Nichole Gardner spoke in support of revitalization efforts in downtown Antioch. She discussed the needs of the unhoused and suggested the City seek grant funding for their resources.

## **1. PROCLAMATIONS**

- In Honor of Black History Month, February 2025
- In Honor of Diane Ferguson, Antioch Lifetime Veteran of the Year 2023-2024
- In Honor of Brenda Cato, Antioch Veteran of the Year 2023-2024

Eddie Gums requested the City Council consider extending recognition of Black History Month until Juneteenth.

On motion by Councilmember Wilson, seconded by Councilmember Freitas, the City Council unanimously approved the Proclamations.

Odessa Lafrancois, President of the East County Branch of the NAACP and members of the East County NAACP accepted the *In Honor of Black History Month* proclamation and thanked the City Council for the recognition.

Velma Wilson spoke in support of the *In Honor of Black History Month* proclamation.



J.R. Wilson introduced Diane Ferguson, who accepted the *In Honor of Diane Ferguson, Antioch Lifetime Veteran of the Year 2023-2024* proclamation and thanked the City Council for the recognition.

J.R. Wilson recognized the efforts of the East County NAACP advocating for the exoneration of the Port Chicago 50. He introduced Brenda Cato, who accepted the *In Honor of Brenda Cato, Antioch Veteran of the Year 2023-2024* proclamation and thanked the City Council for the recognition.

Velma Wilson announced Stand Down on the Delta would be held at the Contra Costa County Event Park and encouraged everyone to participate.

Councilmember Freitas requested Council suspend the rules and move Public Hearing Item #5 as the next order of business.

**ON MOTION BY COUNCILMEMBER WILSON, SECONDED BY COUNCILMEMBER FREITAS, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED PUBLIC HEARING ITEM #5 AS THE NEXT ORDER OF BUSINESS.**

## **PUBLIC HEARING**

### **5. ALBERS RANCH PROJECT (GP-19-04, MDP-19-01)**

City Manager Scott introduced Public Hearing Item #5.

Contract Planner Gnos presented the staff report dated January 28, 2025 recommending the City Council take the following actions: 1) Adopt a resolution certifying the Albers Ranch Project EIR, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program; 2) Adopt a resolution approving a General Plan Amendment to amend the City of Antioch General Plan (GP-19-04); 3) Introduce and waive the first reading of the ordinance rezoning the property to Hillside Planned Development (HPD); and 4) Adopt a resolution approving a Vesting Tentative Subdivision Map, Master Development Plan and a Resource Management Plan.

Mayor Bernal opened the public hearing.

Joel Keller, Project Applicant, read a letter submitted to Council from Lucia Albers which gave a history of the project and included requests to waive certain project specific conditions that she felt were unnecessary and burdensome. He requested the City Council approve the recommendations of staff and the Planning Commission.

Jim Lanter, Antioch resident, Ray Delvin, Colliers, Eric Haynes, representing Local 104, Manuel Soliz, Antioch resident, Richard Solak, IBEW, Antioch resident, Dale Paris, IBEW 302, Antioch resident, Mary Rocha, Johnny Unpingco, IBEW 302, Julian Vinatieri, representing IBEW 302 and members of the skilled trades, Lori Ogorchock, Velma Wilson, Mary Chapman and Nora von Ubin, An Elderly Wish Foundation and Debbie Toth and Lorna Van Ackeren, Choice in Aging

(Bedford Center), spoke in support of the project. Several speakers suggested Council consider waiving the conditions of approval previously discussed by the applicant. Some speakers suggested future projects provide assisted/senior living components in their developments.

Lucia Albers, Project Applicant, gave a history of her project and stated she was appealing eight project specific conditions that were costly, unnecessary and had no nexus to her project.

Andrew Becker stated he supported housing with an affordability component and felt the developer should be responsible for all project specific conditions.

Debbie Blaisure, Rivertown Treasure Chest, Phyllis Gordon, Sandy Hartrick, Tom Hartrick, Virginia Viera Mitchell, Delta Association of Realtors, Ranae Callaway, Delta Association Realtors, Jody Drewry Drewry Real Estate, Laura Agdandwski, Kay Dean, Jackie Smith, Parwin, Jim Dean, Mary Fran Johnson, Antioch resident, Martha Goralka, Cara Grahmour, Jackie Hooke, Lauri Ratterree, Kay Porter, Audra Ogorchock, Kristen Vistalli, Gary Vistalli, DJ Ogorchock and Joseph Goralka, submitted written public comment in support of the project.

Public comments submitted in writing via email from the following individuals were entered into the record: Lucia Albers and Tony Tiscareno.

Mayor Bernal closed the public hearing.

Councilmember Freitas stated he supported the project; however, due to fairness and equitability he could not support the applicant's request for exemptions.

Councilmember Wilson stated she supported the project and the request from the applicant to waive certain project specific conditions.

Councilmember Rocha stated he supported the project and hoped staff could resolve some issues by mitigating certain project specific conditions.

In response to Councilmember Freitas, Interim City Attorney Cole clarified if the conditions were waived the City would be responsible for the money owed to Aviano. He noted the conditions being required were standard for developers and if waived it may impact future projects.

Councilmember Freitas stated he believed there was Council consensus to move forward with the project with the various conditions. He noted that that action would not preclude the applicant coming back to discuss her requests and if it came back, it would be staff's responsibility to explain why they did not support any exceptions.

In response to Mayor Bernal, Contract Engineer, Kevin Van Katwyk, clarified that the applicant had proposed the curb and gutter on the EVA road to control drainage, so it was added to the conditions of approval.

Jason Vogan, Project Engineer, stated there were several ways to accommodate drainage.

Acting Director of Public Works/City Engineer Buenting stated staff would work with developer and engineer to find suitable drainage for the EVA road.

On motion by Councilmember Freitas, seconded by Councilmember Rocha, the City Council unanimously moved approval of Public Hearing Item #5, modifying Project Specific Condition Q-3 to handle drainage without requiring curbs to the extent possible.

Mayor Bernal declared a recess at 9:23 P.M. The meeting reconvened at 9:40 P.M. with all Councilmembers present.

Interim City Attorney Cole advised Council separate motions were required for each of the recommended actions for Public Hearing Item #5. He added the requested amendment to Project Specific Condition Q-3 could be addressed in the resolution approving the Vesting Tentative Subdivision Map. He stated staff recommended the motion to give staff the authority to work with the applicant to develop a modified cross-section for the EVA.

**5. ALBERS RANCH PROJECT (GP-19-04, MDP-19-01) – Continued**

**RESOLUTION NO. 2025/10**

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker the City Council unanimously adopted a resolution certifying the Albers Ranch Project EIR, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program.

**RESOLUTION NO. 2025/11**

On motion by Councilmember Rocha, seconded by Councilmember Torres-Walker the City Council unanimously adopted a resolution approving a General Plan Amendment to amend the City of Antioch General Plan (GP-19-04).

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council unanimously introduced and waived the first reading of the ordinance rezoning the property to Hillside Planned Development (HPD).

**RESOLUTION NO. 2025/12**

On motion by Councilmember Wilson seconded by Councilmember Rocha the City Council unanimously adopted a resolution approving a Vesting Tentative Subdivision Map, Master Development Plan and a Resource Management Plan. With the following:

- Directed staff to modify project specific condition Q-3 to work with the applicant to develop a modified cross-section for the EVA.

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

Planning Manager Merideth announced the following civic and community event:

- Inclusionary Housing Project Update – Virtual Community Workshop

Devin Williams announced the following civic and community event:

- Lift up Contra Costa – Ready Rep Summit 10:00 A.M. - 1:30 P.M. on February 22, 2025, Delta Bay Community Church

Velma Wilson announced the following civic and community events:

- AUSD Black History Celebration - February 21, 2025, Antioch High School
- African American Heritage Night with the Golden State Warriors - February 25, 2025, Chase Center

Gavin Payton announced the following civic and community event:

- Black History Program – February 22, 2025, True Light Missionary Baptist Church, Pittsburg

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

Councilmember Wilson reported on her attendance at the Delta Diablo meeting and reminded staff to schedule a Lone Tree Golf Course Standing Committee meeting.

Councilmember Rocha reported on his attendance at a Tri Delta meeting, Antioch Community Foundation Celebration, Chamber of Commerce Mixer and Antioch Downtown Association Mixer.

Councilmember Torres-Walker announced a CDBG meeting would be held at 9:30 A.M. on January 29, 2025, and they were working to schedule future meetings at a more convenient time. She reported the AUSD had appointed members to the City/School Standing Committee and they would be announcing a date for that meeting in the future. She thanked everyone who reached out during her recent illness. She thanked the community who helped a resident pay down their water bill. She discussed the importance of ensuring everyone had equal access to the same opportunities and resources.

Councilmember Freitas requested staff agendize a presentation on the settlement with the Department of Justice. He expressed concern regarding public comments made at a previous City Council meeting and recommended Council approve a Code of Conduct for Council, Commission and Board members. He stated the individual responsible for the comments owed everyone an apology and recommended they resign from the Antioch Police Oversight Commission (APOC). He reported on his attendance at the New Mayors and Councilmembers

Academy. He requested staff update Council on the required forms and training for Councilmembers.

Mayor Bernal reported on his attendance at the New Mayors and Councilmembers Academy.

#### **MAYOR'S COMMENTS**

Mayor Bernal stated he appreciated the productive discussion among Councilmembers. He announced the City was moving forward on recruitment of key positions and congratulated Assistant City Manager Reed on his promotion. He reported that he had been in discussions with APD to reestablish the Neighborhood Watch and Neighborhood Cleanup Program. He encouraged the community to participate in Budget Study Sessions and announced the next one would be held at 6:00 P.M. on March 4, 2025, and would include a discussion on the APD and Public Safety and Community Resources budgets. He stated the Point In Time Count would begin at 5:30 A.M. on January 30, 2025.

#### **4. CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 14, 2025**
- B. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR JANUARY 17, 2025**
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JANUARY 27, 2025**
- D. APPROVAL OF COUNCIL WARRANTS**
- E. REJECTION OF CLAIM: NAKEISHA WARDLAW**
- F. RESOLUTION NO. 2025/13 DISPLAY OF THE PAN-AFRICAN FLAG AT CITY HALL**
- G. RESOLUTION NO. 2025/14 AMENDMENT TO THE FISCAL YEAR 2024/25 CAPITAL IMPROVEMENT AND OPERATING BUDGET IN THE AMOUNT OF \$325,000 FROM THE PARK-IN-LIEU FUND FOR THE PLAYGROUND REPLACEMENT PURCHASE AT MARCHETTI PARK**
- H. RESOLUTION NO. 2025/15 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR PROJECT (P.W. 567-11)**
- I. RESOLUTION NO. 2025/16 APPROVING A FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH B AND D EXCAVATION AND CONSTRUCTION IN THE AMOUNT OF \$3,255.58 FOR THE COUNTRY HILLS SOUNDWALL REPLACEMENT PROJECT AND AUTHORIZING A \$5,000 FISCAL YEAR 2025 BUDGET AMENDMENT (P.W. 561-3)**

**J. RESOLUTION NO. 2025/17 APPROVING THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TOWNSEND PUBLIC AFFAIRS IN AN AMOUNT NOT TO EXCEED \$62,500, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CONSULTANT SERVICES AGREEMENT AND MAKE THE NECESSARY BUDGET ADJUSTMENTS**

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker, the City Council unanimously approved the Council Consent Calendar with the exception of Item F, which was removed for further discussion.

**Item F** – Eddie Gums, Tachina Garrett, Devin Williams and Gavin Payton requested the Pan-African Flag be flown through Juneteenth.

Stephanie stated only the American Flag represented all citizens.

Andrew Becker suggested the Pan-African Flag as well as flags representing other heritages be permanently displayed on the eleven flagpoles along the waterfront.

Following discussion, Council directed staff to bring back a discussion on developing a policy for displaying flags on the flag poles along the waterfront.

On motion by Councilmember Wilson, seconded by Councilmember Rocha the City Council unanimously adopted the resolution with the amendment to display the Pan-African Flag through Juneteenth 2025.

**3. PRESENTATION**

City Manager Scott introduced Agenda Item #3.

Planning Manager Merideth gave a Metropolitan Transportation Commission (MTC) Transit-Oriented Communities (TOC) Policy PowerPoint Presentation.

On motion by Councilmember Freitas, seconded by Councilmember Wilson the City Council unanimously extended the meeting to 11:30 P.M.

Tachina Garrett advocated for keeping the Pittsburg/Antioch AMTRAK station open.

Mark Foley President of BART Board of Directors, offered to provide Council with an update on BART.

Andrew Becker stated if Antioch received grant funding for Transit Oriented Development, he would suggest community engagement occur with all stakeholders.

Councilmember Wilson suggested future discussions include BART.

Councilmember Freitas thanked Mr. Foley for his comments and supported a detailed presentation from BART on planning and their financial commitments to extend transportation.

Mayor Bernal requested staff investigate a grade separation for the railroad right of way to connect Slatten Ranch Road with the north side of the tracks.

**PUBLIC HEARING – Continued**

**6. AMPORTS DEVELOPMENT AGREEMENT (UP-20-14, AR-20-18, V-21-04)**

City Manager Scott introduced Public Hearing Item #6.

Planning Manager Merideth presented the staff report dated January 28, 2025, recommending the City Council introduce, read by title only and waive further reading of an ordinance approving the proposed Development Agreement between the City of Antioch and APS West Coast, Inc. for the AMPORTS project.

Mayor Bernal opened the public hearing.

Jake Brown, Chief Financial Officer for AMPORTS, discussed their efforts to develop an automotive terminal and he provided a summary of their business.

Andrew Becker expressed concern that AMPORT was proposing to postpone much needed road improvements along Wilbur Avenue. He questioned if rail service would also be provided and asked for details of their future improvement plans.

Mayor Bernal closed the public hearing.

Assistant City Manager Reed discussed AMPORTS business model and the request to delay the upland improvements.

Mr. Brown reviewed their business model and financials. He noted their goal was to go beyond their current limit of eight vessels. He noted the proposed per truck fee was a result of negotiations between the City and AMPORTS and it was the highest they could go and still have a viable project.

Planning Manager Merideth confirmed that increasing vessels per year would require an EIR.

Matthew Visick stated the goal was to build the business to rationalize investing in an EIR so they could substantially increase the number of vessels. He confirmed that the volume of traffic associated with the number of vessels currently allowed was analyzed in the 2021 mitigated negative declaration.

In response to Councilmember Wilson, Planning Manager Merideth reviewed the Initial Improvements included in the Development Agreement.



On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council unanimously extended the meeting to 12:00 A.M.

Assistant City Manager Reed stated ultimate improvements would include a sidewalk curb and gutter; however, at this time it was not a requirement. He explained that many improvements had not been made in the area because the property was not incorporated until 2012/2013. He noted the fee per truck would include vehicles brought to the site not on vessels.

In response to Mayor Bernal, Assistant City Manager Reed stated that section 1.2 Term of the Development Agreement referencing section 2.6.1 would be corrected to 2.5.2.

Councilmember Freitas stated he did not like the Development Agreement; however, if denied he did not know how likely something would develop afterward.

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker, the City Council unanimously introduced, read by title only and waived further reading of an ordinance approving the proposed Development Agreement between the City of Antioch and APS West Coast, Inc. for the AMPORTS project.

Interim City Attorney Cole recused himself and left the dais prior to the discussion on Council Regular Agenda Item #7.

## **COUNCIL REGULAR AGENDA**

### **7. CONTRACT WITH COLE HUBER LLP FOR INTERIM CITY ATTORNEY DUTIES FOR AN AMOUNT NOT TO EXCEED \$400,000**

City Manager Scott introduced Council Regular Agenda Item #7.

Director of Human Resources Cortez presented the staff report dated January 28, 2025, recommending the City Council adopt a resolution approving the agreement with Cole and Huber LLP to provide Interim City Attorney Services for an amount up to \$400,000 and authorize the Mayor to sign the Agreement.

### **RESOLUTION NO. 2025/18**

On motion by Councilmember Freitas, seconded by Councilmember Rocha, the City Council unanimously adopted a resolution approving the agreement with Cole and Huber LLP to provide Interim City Attorney Services for an amount up to \$400,000 and authorize the Mayor to sign the Agreement.

Interim City Attorney Cole returned to the dais following the discussion for Council Regular Agenda Item #7.

**8. RESCISSION OF RESOLUTION NO. 2021/26 IMPLEMENTING A POLICY FOR THE CITY, INCLUDING ALL OF ITS DEPARTMENTS, REGARDING THE SELECTION OF ATTORNEYS PROVIDING CONTRACT SERVICES, AND THE REVIEW, AUTHORIZATION AND EXECUTION OF ALL AGREEMENTS FOR LEGAL SERVICES AND SERVICES TO BE PROVIDED BY ATTORNEYS TO THE CITY**

Interim City Attorney Cole presented the staff report dated January 28, 2025, recommending the City Council adopt the resolution rescinding Resolution No. 2021/26, which implemented a policy for selecting attorneys providing legal services and managing related agreements and invoices.

In response to Councilmember Freitas, City Manager Scott confirmed that action to rescind this resolution would shift the responsibility for budgeting, processing, and evaluating legal services invoices to the City Manager.

On motion by Councilmember Torres-Walker, seconded by Councilmember Rocha, the City Council unanimously adopted the resolution rescinding Resolution No. 2021/26, which implemented a policy for selecting attorneys providing legal services and managing related agreements and invoices.

**9. CITY COUNCIL APPOINTMENT OF STANDBY CITY COUNCIL MEMBERS**

City Manager Scott presented the staff report dated January 28, 2025, recommending the City Council appoint the following nominees as Standby City Council Members:

- Mayor Bernal - 1) Robin K. Agopian; 2) Manuel Louis Soliz Jr.; 3) Sandra Gail White
- Mayor Pro Tem (District 2) Rocha - 1) Mike Barbanica; 2) Tony G. Tiscareno; 3) Mary Helen Rocha
- Council Member District 1 Torres-Walker - 1) Leslie May; 2) Raymond Rodriguez; 3) Antoine Watt
- Council Member District 4 Wilson - 1) Harry Thurston; 2) Devin Williams; 3) Porshe Taylor

Councilmember Freitas will provide his Standby Council Members at a future meeting.

On motion by Councilmember Rocha, seconded by Councilmember Torres-Walker, the City Council unanimously appointed the following nominees as Standby City Council Members:

- Mayor Bernal - 1) Robin K. Agopian; 2) Manuel Louis Soliz Jr.; 3) Sandra Gail White
- Mayor Pro Tem (District 2) Rocha - 1) Mike Barbanica; 2) Tony G. Tiscareno; 3) Mary Helen Rocha
- Council Member District 1 Torres-Walker - 1) Leslie May; 2) Raymond Rodriguez; 3) Antoine Watt
- Council Member District 4 Wilson - 1) Harry Thurston; 2) Devin Williams; 3) Porshe Taylor

## **PUBLIC COMMENT**

Andrew Becker requested the City consider increasing the volume of the live feeds and recordings on the City's website. He expressed concern that public comments were not accepted during the Budget Study Session and suggested staff ask for public comments for every agenda item. He requested a meeting with staff to discuss Encampment Resolution funding.

## **STAFF COMMUNICATIONS**

City Manager Scott acknowledged Assistant City Manager Reed for negotiating the agreement with AMPORTS. She announced that the Police Chief Survey would be available on January 29, 2025, on the city's website and a Community Forum for the Police Chief search would be held from 11:00 A.M – 1:00 P.M. February 8, 2025, at the Community Center.

## **COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS**

Councilmember Wilson requested staff agendize a discussion on updating the City's message business ordinance.

Councilmember Rocha requested the City provide the community with information on how the City would address immigration issues and the rights of those affected. He suggested this effort occur at a school or church.

Councilmember Torres-Walker requested staff agendize a discussion or provide Council with the 90-day list of future agenda items. She also requested fully funded vacant positions as well as the reclassifications return to Council for consideration. She announced she had been communicating with stakeholders about providing the community with information forums on immigration.

## **ADJOURNMENT**

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

Respectfully submitted:

*Kitty Eiden*

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KITTY EIDEN, Minutes Clerk



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Melissa Rhodes, City Clerk  
Christina Garcia, CMC, Assistant City Clerk *Cg*

**SUBJECT:** City Council Meeting Minutes of February 11, 2025

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of February 11, 2025.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Melissa Rhodes, City Clerk  
Christina Garcia, CMC, Assistant City Clerk *Cg*

**SUBJECT:** City Council Special Meeting/Closed Session Minutes of  
February 19, 2025

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting/Closed Session Minutes of February 19, 2025.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 30-FEBRUARY 13, 2025  
FUND/CHECK #

**100 General Fund**

***Non departmental***

00417762	LEAGUE OF CALIF CITIES	ANNUAL DUES	15,944.00
00417779	PARS	PAYROLL	4,907.12
00417893	LUNDIN, ASHLEY	CHECK REPLACEMENT	3,497.50
00417921	QUADIENT LEASING USA INC	POSTAGE	2,000.00
00417934	EMPLOYEE	REFUND OVERPAYMENT	324.36
00950378	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	33,424.87

***City Council***

00417722	CITY OF OAKLEY	MAYORS CONFERENCE	140.00
00417731	COSTCO	VARIOUS BUSINESS EXPENSES	267.76
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	155.22
00417918	PHOTOGRAPHY BY TISH	MAYOR BERNAL PORTRAITS	214.01

***City Attorney***

00417705	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	90.00
00417748	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	63,614.55
00417757	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	1,588.00
00417770	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	53,922.20
00417783	RICHARD D. JONES A PROFESSIONAL LAW	LEGAL SERVICES RENDERED	53.00
00417833	BERTRAND FOX ELLIOT OSMAN & WENZEL LLP	LEGAL SERVICES RENDERED	195.00
00417887	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	2,505.20

***City Manager***

00417731	COSTCO	VARIOUS BUSINESS EXPENSES	216.57
00417791	SHIELD PROTECTION & PUBLIC SAFETY	SECURITY SERVICES	7,097.50
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	9.94
00417817	AMBIUS	PLANT SERVICE	412.42
00417847	CONTRA COSTA COUNTY LIBRARY	TECHNOLOGY	1,034.53
00417885	LEAGUE OF CALIF CITIES	MEMBERSHIP DUES	400.00
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	1,303.38
00417933	SHIELD PROTECTION & PUBLIC SAFETY	SECURITY SERVICES	6,894.50
00950411	UBEO BUSINESS SERVICES	COPIER	1,015.19

***City Clerk***

00417693	ACCONTEMPPS	TEMP SERVICES	3,394.17
00417812	ACCONTEMPPS	TEMP SERVICES	3,475.64
00417863	EIDEN, KITTY J	MINUTES	1,750.00
00417896	MAR/CAL	RESO BOOKS	899.19
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	85.13
00417926	ROSALES, VANESSA ROSE	EXPENSE REIMBURSEMENT	355.59

***City Treasurer***

00417890	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	353.54
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***Human Resources***

00417717	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTS	528.00
00417746	GARON WYATT INVESTIGATIVE SVC LLC	RECRUITMENT EXPENSES	5,962.15
00417775	OFFICE DEPOT INC	OFFICE SUPPLIES	188.19
00417878	IEDA INC	PROFESSIONAL SERVICES	6,755.44
00417945	WORXTIME LLC	SOFTWARE SERVICES	2,205.00

***Finance Accounting***

00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	43.02
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CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 30-FEBRUARY 13, 2025  
FUND/CHECK #

00950390	SUPERION LLC	INCODE INTERFACE	9,360.00
00950391	UBEO BUSINESS SERVICES	AP SCANNER	817.64
<b>Finance Operations</b>			
00417921	QUADIENT LEASING USA INC	PROTECTION FEE	10.10
00950411	UBEO BUSINESS SERVICES	CONTRACT LEASE	3.29
<b>Non Departmental</b>			
00417762	LEAGUE OF CALIF CITIES	ANNUAL DUES	15,944.00
00417772	NICHOLE GARDNER	CIVIC ENH GRANT FY 24/25	1,000.00
00417780	PRISON FROM THE INSIDE OUT INC	CIVIC ENH GRANT FY 24/25	1,500.00
00417794	STEM4REAL	CIVIC ENH GRANT FY 24/25	1,800.00
00417804	WAGeworks	ADMIN FEE 01/2025	578.00
00417824	ANTIOCH ROTARY CLUB	CIVIC ENH GRANT FY 24/25	300.00
00417854	DAVIDON HOMES	OVERCHARGED/OVERPAID	12,877.28
00417857	DELTA VETERANS GROUP	CIVIC ENH GRANT FY 24/25	5,500.00
00417927	RR TRANSITIONAL HOUSING	CIVIC ENH GRANT FY 24/25	3,600.00
00417932	SHARE COMMUNITY	CIVIC ENH GRANT FY 24/25	2,800.00
00950394	AVENU	SUTA SERVICES	2,870.36
<b>Public Works Administration</b>			
00417740	FASTSIGNS	BUSINESS CARDS - KYOUNG	100.95
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	30.50
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	649.14
<b>Public Works Street Maintenance</b>			
00417700	ANRAK CORPORATION	ASPHALT GRINDING	8,600.00
00417767	LOWES COMPANIES INC	SUPPLIES	223.81
00417906	OCCUPATIONAL HEALTH CENTERS OF CA INC	MEDICAL EXAMS	831.00
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	110.79
00950383	GRAINGER INC	MUFFLER VAC TRUCK	499.64
<b>Public Works-Signal/Street Lights</b>			
00417856	DC ELECTRIC GROUP INC	STREET LIGHT REPAIR	48,331.45
00417913	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,739.11
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11,912.95
<b>Public Works-Facilities Maintenance</b>			
00417767	LOWES COMPANIES INC	SUPPLIES	1,617.87
00417775	OFFICE DEPOT INC	OFFICE SUPPLIES	53.68
00417796	STERICYCLE INC	PROFESSIONAL SERVICES	100.96
00417797	STERICYCLE INC	PROFESSIONAL SERVICES	101.35
00417802	ULINE	SUPPLIES	1,934.51
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,116.26
00417834	BIG B LUMBER	BRIDGE REPAIR	954.87
00417856	DC ELECTRIC GROUP INC	ELECTRIC UPGRADE	6,721.64
00417866	FASTENAL CO	KEY RINGS	75.07
00417895	M AND L OVERHEAD DOORS	REPAIR FOR RV LOT	994.79
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	34.23
00417913	PACIFIC GAS AND ELECTRIC CO	GAS	1,647.28
00417914	PACIFIC GAS AND ELECTRIC CO	GAS	18,312.61
00417916	PEPPER INVESTMENTS INC	JAN SERVICES	612.00
00417920	PRECISION PLUMBING & CONTRACTING INC	LEAK DETECTION	2,550.00
00417925	ROBINS LOCK & KEY	LOCKSMITH SERVICES	570.00





CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 30-FEBRUARY 13, 2025  
FUND/CHECK #

00417939	STEVE AVON	PROFESSIONAL SERVICES	2,285.00
00950381	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	229.01
00950399	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	1,506.63
<b>Public Works-Parks Maint</b>			
00417696	ALTA FENCE CO	FENCE REPAIR	6,066.00
00417698	AMERICAN PLUMBING INC	PLUMBING SERVICES	175.00
00417702	ARBORICULTURAL SPECIALTIES, INC	LANDSCAPE SERVICES	600.00
00417818	AMERICAN PLUMBING INC	LEAK REPAIR	888.75
00417913	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	428.56
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,415.22
00950389	SITEONE LANDSCAPE SUPPLY HOLDING LLC	SUPPLIES	754.61
<b>Public Works-Median/General Land</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	1,575.00
00417807	WATERSAVERS IRRIGATION, INC	REPAIRS	78.92
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	415.54
00417913	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	24.11
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,453.60
00950389	SITEONE LANDSCAPE SUPPLY HOLDING LLC	IRRIGATION PARTS	5,910.81
<b>Police Administration</b>			
00417703	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	1,649.50
00417704	AT AND T MCI	MODEM	704.05
00417711	BECERRA, ARTURO MODESTO	EXPENSE REIMBURSEMENT	80.00
00417719	CANON FINANCIAL SERVICES	COPIER LEASE	114.10
00417720	CHANDLER, JOSEPH ANTHONY	PER DIEM	86.00
00417723	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS LLC	UNIFORMS	938.00
00417727	CONTRA COSTA COUNTY	TRAINING	204.00
00417732	CRIME SCENE CLEANERS INC	BIO-HAZARD	1,895.00
00417734	CSI FORENSIC SUPPLY LLC	EVIDENCE SUPPLIES	1,313.41
00417741	FEDEX	VARIOUS PRODUCT MAILINGS	152.85
00417745	GARNER, PAIGE ANDREA	EXPENSE REIMBURSEMENT	155.91
00417768	MARTINEZ, ASHLEY N	EXPENSE REIMBURSEMENT	66.08
00417774	OCCUPATIONAL HEALTH CENTERS OF CA INC	MEDICAL EXAMS	1,634.00
00417775	OFFICE DEPOT INC	OFFICE SUPPLIES	250.71
00417793	STATE OF CALIFORNIA	PAYROLL	492.00
00417802	ULINE	OFFICE SUPPLIES	375.22
00417813	ADAMSON POLICE PRODUCTS	EQUIPMENT	11,695.04
00417814	ALL PRO PRINTING SOLUTIONS	SUPPLIES	1,148.73
00417821	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	34.85
00417827	ARROWHEAD 24 HOUR TOWING INC	TIRE CHANGE	306.00
00417836	BPS TACTICAL INC.	EQUIPMENT	4,306.08
00417837	BROWN, MA'JANAE TASHIRA	EXPENSE REIMBURSEMENT	362.94
00417842	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS LLC	UNIFORMS	2,313.37
00417846	CONTRA COSTA COUNTY	BUSINESS CARDS	759.95
00417851	CRYSTAL CLEAR LOGOS INC	UNIFORMS	815.59
00417860	EAN SERVICES LLC	CAR RENTALS	635.40
00417868	FEDEX	POSTAGE	57.85
00417872	GAMEPOD COMBAT ZONE	TRAINING	1,450.00
00417874	GREEN, ROBERT A	PER DIEM	258.00



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00417881	KAWALYA, COSTANTINE TENDO	PER DIEM	272.00
00417884	LC ACTION POLICE SUPPLY	SUPPLIES	1,972.21
00417891	LOPEZ INVESTIGATIVE SERVICES	BACKGROUND	5,000.00
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	5,179.51
00417911	PACIFIC COAST POLYGRAPH & INVESTIGATIONS	POLYGRAPHS	2,400.00
00417917	PERMANENTE MEDICAL GROUP INC, THE	MEDICAL EXAMS	2,776.00
00417929	SAFESTORE INC	EVIDENCE STORAGE	4,969.20
00417931	SCHWAAB INC.	RECORDS STAMPS	100.20
00417942	WARD, CHAD MICHAEL	PER DIEM	430.00
00950391	UBEO BUSINESS SERVICES	COPIER LEASE	1,031.48
00950393	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	211.10
00950412	ULINE	ADMIN SUPPLIES	187.86
<b>Police Community Policing</b>			
00417716	BUSHBY, BRANDON MATTHEW	EXPENSE REIMBURSEMENT	56.01
00417718	CANINE DEVELOPMENT GROUP INC	SUBSCRIPTION	140.00
00417751	HILLCREST CHEVRON	CAR WASHES	684.52
00417754	IBANEZ, ROBERT G.	EXPENSE REIMBURSEMENT	69.27
00417763	LENDERMAN, THOMAS E	EXPENSE REIMBURSEMENT	23.00
00417853	D TAC K9 LLC	TRAINING	2,400.00
00417867	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	25.30
00417877	HUNT AND SONS INC	FUEL	35.91
00950392	UNLIMITED GRAPHIC AND SIGN NETWORK	INSTALLATION	1,308.50
<b>Police Investigations</b>			
00417728	CONTRA COSTA COUNTY	CRIME LAB	17,835.60
00417733	CRYSTAL CLEAR LOGOS INC	UNIFORMS	122.92
00417781	RANEY, MICHAEL	EXPENSE REIMBURSEMENT	60.00
00417789	SEROLOGICAL RESEARCH INSTITUTE	EVIDENCE PROCESSING	1,450.00
00417798	T MOBILE USA INC	CELL RECORDS	115.00
00417800	THOMSON WEST	SOFTWARE SUBSCRIPTION	1,900.00
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	133.34
00417944	WHITAKER, WILLIAM	EXPENSE REIMBURSEMENT	25.50
00950407	NAPA SOLANO SART	SART EXAM	2,400.00
<b>PD Special Investigations Unit</b>			
00417860	EAN SERVICES LLC	CAR RENTALS	12,182.09
<b>Police Communications</b>			
00417699	AMS DOT NET INC	VMWARE UPGRADE	412.50
00417704	AT AND T MCI	MODEM	844.40
00417724	COMCAST	CONNECTION SERVICES	189.95
00417750	HERMAN MILLER INC	EQUIPMENT	6,508.18
00417765	LIVEVIEW TECHNOLOGIES, INC	MOBILE SECURITY	400.00
00417771	NET TRANSCRIPTS	TRANSCRIPT SERVICES	374.48
00417820	AMERICAN TOWER CORPORATION	TOWER FEES	274.64
00417828	AT AND T	PHONES	65.32
00417843	COMCAST	CONNECTION SERVICES	301.80
00950385	ISSQUARED, INC	COMPUTER EQUIPMENT	3,264.17
<b>Police Facilities Maintenance</b>			
00417712	BILL BRANDT FORD	EXTRA KEY PROGRAM	125.00
00417767	LOWES COMPANIES INC	SUPPLIES	947.70



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00417785	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	350.00
00417801	TMC SHOOTING RANGE SPECIALIST INC	RANGE MAINTENANCE	6,575.00
00417876	HONEYWELL INTERNATIONAL INC	CHILLER	32,925.00
00417895	M AND L OVERHEAD DOORS	GATE REPAIR	382.50
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	5,930.74
00417914	PACIFIC GAS AND ELECTRIC CO	GAS	29,744.80
00417916	PEPPER INVESTMENTS INC	JAN SERVICES	222.00
<b>Youth Network Services</b>			
00417737	DELTA BOWL	YOUTH EVENT	1,090.00
00417787	RR TRANSITIONAL HOUSING	TUTORING PROGRAM	3,386.80
00417809	WHITTINGTON, LAURA	YOUTH EVENT	1,810.00
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	618.84
00417825	ANTIOCH UNIFIED SCHOOL DISTRICT	JOB FAIR-BUS	1,390.80
00417855	DAVIS, MILANIA	YOCH PROGRAM	576.00
<b>Housing and Homelessness</b>			
00417790	SHARE COMMUNITY	LAUNDRY SERVICES	6,075.50
<b>Violence Intervention &amp; Preven</b>			
00417758	JOHNSON, TASHA YVETTE	PER DIEM	322.00
<b>PSCR Administration</b>			
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	692.77
00417873	GLASPER, BRIAN	SERVICES FOR EVENT	400.00
<b>Community Development Administration</b>			
00417788	SCUDERO, KEVIN S	EXPENSE REIMBURSEMENT	984.21
<b>CD Code Enforcement</b>			
00417706	AVILA-ARMENTA, ERNESTO	EXPENSE REIMBURSEMENT	760.98
00417883	KOLOKIHAKAUFISI, SANI KI-TUNGUA	EXPENSE REIMBURSEMENT	693.68
00417894	LUNSFORD, AMANDA JANE	EXPENSE REIMBURSEMENT	655.57
<b>PW Engineer Land Development</b>			
00417749	HAWTHORN VENTURES LLC	UNIFORMS	716.72
<b>Community Development Building Inspection</b>			
00417906	OCCUPATIONAL HEALTH CENTERS OF CA INC	MEDICAL EXAMS	352.00
<b>Capital Imp. Administration</b>			
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	62.45
<b>206 American Rescue Plan Fund</b>			
<b>Non Departmental</b>			
00417726	CONCORD GLASS INC	ARPA SMALL BUSINESS GRANT	15,000.00
00417730	CORNEJO'S APPLIANCE #2, LLC	ARPA SMALL BUSINESS GRANT	10,000.00
00417759	KANNAN KOMANDUR DENTAL INC	ARPA SMALL BUSINESS GRANT	10,000.00
00417761	KIM, HAMI L	ARPA SMALL BUSINESS GRANT	10,000.00
00417928	RUDRAM LLC	BRIDGE HOUSING	97,333.33
<b>PSCR Administration</b>			
00417856	DC ELECTRIC GROUP INC	SUPPLIES	9,617.37
<b>208 PLHA Grant Fund</b>			
<b>PLHA</b>			
00417936	STAND FOR FAMILIES FREE OF VIOLENCE	Q2FY24-25 STAND REIMB	3,043.31
<b>211 Delta Fair Property Fund</b>			
<b>Non departmental</b>			
<b>Parks &amp; Open Space</b>			



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00950405	KLEINFELDER INC	PROFESSIONAL SERVICES	384.95
00950410	STAR CONSTRUCTION INC	PROGRESS PAYMENT #7	327,110.00
<b>212</b>	<b>CDBG Fund</b>		
<b>CDBG</b>			
00417830	BAY AREA CRISIS NURSERY	Q2FY24-25 BACN REIMB	2,497.07
00417839	CANCER SUPPORT COMMUNITY	Q2FY24-25-CANCERSUPPORT	2,499.81
00417845	COMMUNITY VIOLENCE SOLUTIONS	Q2FY24-25 CVS REIMB	2,499.84
00417898	MEALS ON WHEELS & SENIOR OUTREACH SVC	Q2FY24-25-MOW CM REIMB	2,500.02
00417899	MONUMENT IMPACT	Q2FY24-25-MONIMPACT REIMB	3,999.14
00417908	OPPORTUNITY JUNCTION	Q2FY24-25-OPJTECH REIMB	11,010.50
00417923	RENAISSANCE ENTREPRENEURSHIP CENTER	Q2FY24-25 RENCENTER REIMB	5,645.61
00417935	SOCIETY OF ST VINCENT DE PAUL OF CCC	Q2FY24-25-SVDP REIMB	1,089.00
<b>213</b>	<b>Gas Tax Fund</b>		
<b>Streets</b>			
00417913	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,323.84
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	63,272.88
<b>214</b>	<b>Animal Services Fund</b>		
<b>Animal Services</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	GAS	1,565.51
00950412	ULINE	OFFICE SUPPLIES	2,308.27
<b>219</b>	<b>Recreation Fund</b>		
<b>Non departmental</b>			
00417849	CORNERSTONE CHRISTIAN CENTER	CHECK REPLACEMENT	100.00
00417905	O'NEAL, DERRICK	REFUND DEPOSIT	500.00
<b>Nick Rodriguez Community Cent</b>			
00417850	COSTCO	VARIOUS BUSINESS EXPENSES	669.60
00417864	EL CAMPANIL THEATRE PRESERVATION	THEATRE TECH SUPPORT	1,890.00
00417905	YOUNG, GRENITA	REFUND RENTAL FEES	1,296.50
00417914	PACIFIC GAS AND ELECTRIC CO	GAS	8,759.72
00417916	PEPPER INVESTMENTS INC	JAN SERVICES	222.00
00417940	TRI DELTA TRANSIT	TRI DELTA BUS PASSES	5,500.00
00950413	BRADY INDUSTRIES	JANITORIAL SUPPLIES	179.27
<b>Recreation Sports Programs</b>			
00417696	ALTA FENCE CO	FENCE REPAIR	1,747.00
00417715	BSN SPORTS	EQUIPMENT	1,364.98
00417767	LOWES COMPANIES INC	SUPPLIES	183.39
00417838	BSN SPORTS	EQUIPMENT	1,364.98
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,224.95
00417919	PLAYSAFE LLC	FIELD MAINTENANCE TRAINING	1,900.00
<b>Recreation-Comm Center</b>			
00417697	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,176.35
00417767	LOWES COMPANIES INC	SUPPLIES	37.45
00417802	ULINE	SUPPLIES	2,949.29
00417831	BAY AREA DRIVING SCHOOL INC	CONTRACTOR PAYMENT	1,488.00
00417832	BE EXCEPTIONAL	CONTRACTOR PAYMENT	2,130.60
00417859	DUGAND, KARINA	CONTRACTOR PAYMENT	1,593.00
00417865	FALLOWS, CHRISTOPHER ROBERT	PROFESSIONAL SERVICES	686.40
00417890	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	345.49



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00417901	MUIR, ROXANNE	CONTRACTOR PAYMENT	234.00
00417920	PRECISION PLUMBING & CONTRACTING INC	SERVICE	5,892.00
00950412	ULINE	SUPPLIES	583.50
<b>Recreation Water Park</b>			
00417697	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,226.10
00417729	CONTRA COSTA COUNTY HEALTH SERVICES	PLAN REVIEW	348.25
00417767	LOWES COMPANIES INC	SUPPLIES	100.81
00417806	WATER SAFETY PRODUCTS INC	LIFEGUARD SUPPLIES	1,580.47
00417889	LINCOLN EQUIPMENT INC	CHEMICALS	2,600.90
00417914	PACIFIC GAS AND ELECTRIC CO	GAS	16,947.47
00417916	PEPPER INVESTMENTS INC	JAN SERVICES	543.00
00950387	KNORR SYSTEMS INC	CHEMICALS	492.92
00950406	KNORR SYSTEMS INC	CHEMICALS	445.48
<b>222</b>	<b>Measure C/J Fund</b>		
<b>Streets</b>			
00417739	EVERDE GROWERS	LONE TREE ENHANCEMENT	17,964.43
00417807	WATERSAVERS IRRIGATION, INC	LONE TREE ENHANCEMENT	7,926.59
<b>226</b>	<b>Solid Waste Reduction Fund</b>		
<b>Solid Waste</b>			
00417862	ECOHERO SHOW LLC, THE	SCHOOL PERFORMANCE	1,250.00
00417880	KATHY KRAMER CONSULTING	SPONSORSHIP OF BBTN TOUR	1,000.00
<b>229</b>	<b>Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>			
00417767	LOWES COMPANIES INC	SUPPLIES	168.86
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,152.22
<b>Lonetree Maintenance Zone 2</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	525.00
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,025.80
<b>Lonetree Maintenance Zone 3</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	1,425.00
<b>Lonetree Maintenance Zone 4</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	1,200.00
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	107.09
<b>252</b>	<b>Downtown SLLMD Fund</b>		
<b>Downtown Maintenance</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	525.00
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,008.08
<b>253</b>	<b>Almondridge SLLMD Fund</b>		
<b>Almondridge Maintenance</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	374.59
<b>254</b>	<b>Hillcrest SLLMD Fund</b>		
<b>Non departmental</b>			
<b>Hillcrest Maintenance Zone 1</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	450.00
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,274.46
<b>Hillcrest Maintenance Zone 2</b>			



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00417708	B AND D EXCAVATION & CONSTRUCTION INC	PROGRESS PAYMENT #5	220,280.58
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	225.00
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,035.42
<b>Hillcrest Maintenance Zone 4</b>			
00417702	ARBORICULTURAL SPECIALTIES, INC	LANDSCAPE SERVICES	1,567.50
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	983.73
255	<b>Park 1A Maintenance District Fund</b>		
<b>Park 1A Maintenance District</b>			
00417844	COMCAST	CONNECTION SERVICES	123.80
00417913	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	94.46
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	131.67
256	<b>Citywide 2A Maintenance District Fund</b>		
<b>Citywide 2A Maintenance Zone 3</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	110.14
<b>Citywide 2A Maintenance Zone 4</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	538.14
<b>Citywide 2A Maintenance Zone 5</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	300.00
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,041.93
<b>Citywide 2A Maintenance Zone 6</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	311.00
<b>Citywide 2A Maintenance Zone 8</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	112.50
<b>Citywide 2A Maintenance Zone 9</b>			
00417799	TERRACARE ASSOCIATES	MAIN REPAIR	225.00
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	676.07
<b>Citywide 2A Maintenance Zone10</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	101.08
257	<b>SLLMD Administration Fund</b>		
<b>SLLMD Administration</b>			
00417767	LOWES COMPANIES INC	SUPPLIES	31.27
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	836.76
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	24.87
00417930	SALSBURY INDUSTRIES	LOCKERS	3,785.79
00950385	ISSQUARED, INC	COMPUTER EQUIPMENT	867.65
259	<b>East Lone Tree SLLMD Fund</b>		
<b>Zone 1-District 10</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	58.95
281	<b>CFD 2018-01 Public Services Fund</b>		
<b>CFD 2018-01 Maintenance</b>			
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,481.57
311	<b>Capital Improvement Fund</b>		
<b>Streets</b>			
00417856	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	121,640.00
<b>Energy Efficiency</b>			
00417755	ICLEI USA MEMBERSHIP	ANNUAL MEMBERSHIP	2,250.00
312	<b>Prewett CIP Fund</b>		
<b>Parks &amp; Open Space</b>			



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00417892	LOPEZ MNTS SVCS LLC	PROFESSIONAL SERVICES	3,750.00
<b>417</b>	<b>2015 Ref Bond (02 Lease Rev) Fund</b>		
<b>Non Departmental</b>			
00417810	WILLDAN FINANCIAL SERVICES	DISCLOSURE SERVICES	100.00
<b>570</b>	<b>Equipment Maintenance Fund</b>		
<b>Non departmental</b>			
00417753	HUNT AND SONS INC	FUEL	5,908.77
00417877	HUNT AND SONS INC	FUEL	4,046.29
<b>Equipment Maintenance</b>			
00417712	BILL BRANDT FORD	REPAIR	980.00
00417721	CHUCKS BRAKE & WHEEL SERVICE INC	ENGINE	3,830.28
00417764	LIM AUTOMOTIVE SUPPLY INC	PARTS	250.13
00417773	NORCAL DIESEL SOLUTIONS	VEHICLE MAINTENANCE	868.00
00417776	OREILLY AUTO PARTS	PARTS	923.91
00417805	WALNUT CREEK FORD	PARTS	599.28
00417841	CHUCKS BRAKE & WHEEL SERVICE INC	PARTS	85.56
00417861	ECHARARRIA, MARIA	USED TIRE DISPOSAL	343.25
00417875	HAWTHORN VENTURES LLC	CLOTHING	233.73
00417882	KERN OIL FILTER RECYCLING, LLC	FILTER	130.00
00417886	LES SCHWAB TIRES OF CALIFORNIA	TIRES	2,244.49
00417888	LIM AUTOMOTIVE SUPPLY INC	PARTS	577.00
00417902	MUNICIPAL MAINT EQUIPMENT INC	OUTSIDE REPAIR	582.97
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	68.53
00417909	OREILLY AUTO PARTS	PARTS	304.90
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	980.77
00950386	KIMBALL MIDWEST	OPERATING SUPPLIES	841.44
00950388	PETERSON TRACTOR CO	OUTSIDE REPAIR	3,405.85
00950399	CONSOLIDATED ELECTRICAL DIST INC	PARTS	953.73
00950408	RED WING SHOE STORE	SAFETY SHOES- ARANDA, A	900.00
<b>573</b>	<b>Information Services Fund</b>		
<b>Network Support &amp; PCs</b>			
00417704	AT AND T MCI	MODEM	196.68
00417725	COMCAST	CONNECTION SERVICES	316.80
00417756	INSIGHT PUBLIC SECTOR INC	MICROSOFT TRUE-UP	15,213.80
00950397	CARTER, RONN	CAMERA OPERATOR	1,438.50
00950401	DIGITAL SERVICES	WEBSITE MAINTENANCE	9,595.00
<b>Telephone System</b>			
00417811	WTI HOLDINGS LLC	RENEWAL	11,515.44
<b>GIS Support Services</b>			
00417707	AZTECA SYTEMS HOLDINGS LLC	PROFESSIONAL SERVICES	2,400.00
00417713	BORELLI, GINA	CONSULTING SERVICES	10,063.00
00417786	ROK TECHNOLOGIES LLC	CLOUD HOSTING	60,900.00
00417835	BORELLI, GINA	CONSULTING SERVICES	10,333.00
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	22.71
<b>Office Equipment Replacement</b>			
00417699	AMS DOT NET INC	ADMIN AREA WIRELESS	1,210.53
00417822	AMS DOT NET INC	DR AZURE PROJECT	479.10
00950382	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,021.14



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**577 Post Retirement Medical-Police Fund**

**Non Departmental**

00950400	RETIREE	MEDICAL AFTER RETIREMENT	4,135.60
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**611 Water Fund**

**Non departmental**

00417749	HAWTHORN VENTURES LLC	UNIFORMS	3,038.48
00417814	ALL PRO PRINTING SOLUTIONS	MAILING SUPPLIES	2,263.98
00417819	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	761.67
00417866	FASTENAL CO	SUPPLIES	493.33
00950377	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,633.02
00950402	GRAINGER INC	BATTERIES	340.14
00950403	HAMMONS SUPPLY COMPANY	ODOR CONTROL	191.16
00950413	BRADY INDUSTRIES	PAPER PRODUCTS	2,736.06

**Water Supervision**

00417695	ARIEL LOPEZ	WATER REFUND	280.38
00417826	ARIEL LOPEZ	WATER REFUND	280.38
00417904	NELSON, ANNABELLE	WATER REFUND	222.35
00950385	ISSQUARED, INC	COMPUTER EQUIPMENT	433.82

**Water Production**

00417701	ANTIOCH ACE HARDWARE	SUPPLIES	386.20
00417714	BRENNTAG PACIFIC INC	CHEMICALS	6,056.58
00417742	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	2,311.80
00417743	FRUIT GROWERS LABORATORY, INC	TESTING	6,013.00
00417747	HACH CO	LAB SUPPLIES	2,110.30
00417752	HONEYWELL INTERNATIONAL INC	HEATER REPAIR	5,901.52
00417764	LIM AUTOMOTIVE SUPPLY INC	BATTERY	193.38
00417767	LOWES COMPANIES INC	SUPPLIES	340.64
00417769	MCMaster CARR SUPPLY CO	PARTS	44.89
00417782	REINHOLDT ENGINEERING CONSTR	PROFESIONAL SERVICES	375.00
00417792	STANDARD PLUMBING SUPPLY CO. INC.	PARTS	261.73
00417803	UNIVAR SOLUTIONS USA INC	CHEMICALS	47,511.27
00417823	ANTIOCH ACE HARDWARE	SUPPLIES	66.85
00417840	CARRASCO, AARON M	EXPENSE REIMBURSEMENT	90.00
00417870	FRUIT GROWERS LABORATORY, INC	TESTING	141.00
00417888	LIM AUTOMOTIVE SUPPLY INC	PARTS	129.88
00417897	MCMaster CARR SUPPLY CO	STEEL BAR	377.62
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	34.24
00417914	PACIFIC GAS AND ELECTRIC CO	GAS	104,377.19
00417922	REINHOLDT ENGINEERING CONSTR	HILLSCREST UST INSPECTION	395.00
00417938	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE	727.00
00417941	UNIVAR SOLUTIONS USA INC	CHEMICALS	30,778.89
00950380	CHEMTRADE CHEMICALS US LLC	CHEMICALS	10,911.19
00950398	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,677.99
00950399	CONSOLIDATED ELECTRICAL DIST INC	METER SUPPLIES	1,393.83
00950402	GRAINGER INC	SUPPLIES	5,875.35
00950411	UBEO BUSINESS SERVICES	COPIER INK	114.43

**Water Distribution**

00417709	BACKFLOW DISTRIBUTORS INC	BACKFLOW DEVICES	35,171.86
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CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 30-FEBRUARY 13, 2025  
FUND/CHECK #

00417735	CWEA SFBS	CERTIFICATION RENEWAL	111.00
00417738	DELTA DIABLO	RAW WATER	7,647.25
00417744	G AND S PAVING	SERVICE CUTS	25,145.10
00417760	KIE-CON INC	V-BLOCKS	1,522.50
00417764	LIM AUTOMOTIVE SUPPLY INC	SMALL TOOLS	103.15
00417767	LOWES COMPANIES INC	SMALL TOOLS	800.87
00417775	OFFICE DEPOT INC	OFFICE SUPPLIES	24.06
00417777	PACE SUPPLY CORP	PIPE CLAMPS	2,479.63
00417778	PACIFIC CREDIT SERVICES	COLLECTION FEES	371.89
00417784	ROBERTS AND BRUNE CO	COPPER	18,717.87
00417792	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	2.17
00417802	ULINE	SUPPLIES	50.94
00417808	WATERWISEPRO TRAINING LLC	TRAINING	1,500.00
00417815	ALTA FENCE CO	FENCE REPAIR	550.00
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	218.55
00417829	BACKFLOW APPARATUS AND VALVE CO	BACKFLOWS	8,446.80
00417858	DKF SOLUTIONS GROUP LLC	ONLINE TRAINING	3,431.30
00417869	FINLEY, ANDREW SEAN	EXPENSE REIMBURSEMENT	75.00
00417871	G AND S PAVING	SERVICE CUTS	21,329.83
00417875	HAWTHORN VENTURES LLC	UNIFORMS	378.30
00417879	ISINGS CULLIGAN WATER CONDITIONING	WATER	26.45
00417903	NATIONAL TRENCH SAFETY, INC	STEEL PLATES	668.43
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	496.46
00417910	PACE SUPPLY CORP	PIPE CLAMPS	6,639.98
00417914	PACIFIC GAS AND ELECTRIC CO	GAS	160.39
00417915	PEARCE, ANDREW	EXPENSE REIMBURSEMENT	208.00
00417924	ROBERTS AND BRUNE CO	WATER PIPE	9,416.55
00417937	STANDARD PLUMBING SUPPLY CO. INC.	PIPE FITTINGS	382.88
00950377	BRADY INDUSTRIES	JANITORIAL SUPPLIES	45.63
00950383	GRAINGER INC	CLEANING TRAP	348.18
00950384	INFOSEND INC	PRINT AND MAIL SERVICES	5,291.45
00950390	SUPERION LLC	INCODE INTERFACE	4,680.00
00950395	BADGER METER INC	DATA LOGERS	21,069.81
00950402	GRAINGER INC	SAFETY GLASSES	318.98
00950404	INFOSEND INC	PRINT AND MAIL SERVICES	41.03
00950412	ULINE	SUPPLIES	606.24
<b>Public Buildings &amp; Facilities</b>			
00417815	ALTA FENCE CO	FENCE REPLACEMENT	73,842.00
00950379	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	79,876.84
00950404	INFOSEND INC	PRINT AND MAIL SERVICES	16,808.84
<b>Water Systems</b>			
00950395	BADGER METER INC	METER REGISTERS	219,907.40
<b>621 Sewer Fund</b>			
<b>Swr-Wastewater Administration</b>			
00417694	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	740.65
00417744	G AND S PAVING	SERVICE CUTS	25,145.09
00417749	HAWTHORN VENTURES LLC	SAFETY SHOES, TRUESDELL, C	298.46
00417760	KIE-CON INC	V-BLOCKS	1,522.50



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 30-FEBRUARY 13, 2025  
FUND/CHECK #

00417767	LOWES COMPANIES INC	SUPPLIES	15.62
00417802	ULINE	SUPPLIES	50.93
00417815	ALTA FENCE CO	FENCE REPAIR	550.00
00417816	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	120.14
00417852	CWEA SFBS	MEMBERSHIP DUES	355.00
00417858	DKF SOLUTIONS GROUP LLC	ONLINE TRAINING	3,431.30
00417871	G AND S PAVING	SERVICE CUTS	21,329.83
00417879	ISINGS CULLIGAN WATER CONDITIONING	WATER	26.45
00417900	MSA SAFETY INCORPORATED	GAS DETECTORS	4,951.92
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	56.67
00417914	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,242.29
00417924	ROBERTS AND BRUNE CO	PARTS	5,136.30
00950377	BRADY INDUSTRIES	JANITORIAL SUPPLIES	45.64
00950384	INFOSEND INC	PRINT AND MAIL SERVICES	5,291.43
00950385	ISSQUARED, INC	COMPUTER EQUIPMENT	433.82
00950390	SUPERION LLC	INCODE INTERFACE	4,680.00
00950404	INFOSEND INC	PRINT AND MAIL SERVICES	35.75
00950409	SCOTTO, CHARLES W AND DONNA F	MARCH 2025 RENT	5,350.00
<b>631</b>	<b>Marina Fund</b>		
<b>Marina Administration</b>			
00417710	BAY ALARM COMPANY	SERVICE CALL	673.53
00417736	DC ELECTRIC GROUP INC	ELECTRICAL REPAIR	712.32
00417767	LOWES COMPANIES INC	SUPPLIES	733.19
00417785	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	220.00
00417795	STEPHANIES AUTO CLEARANCE	BOAT LIEN SALE APPLICATION	220.00
00417875	HAWTHORN VENTURES LLC	UNIFORMS	497.53
00417907	OFFICE DEPOT INC	OFFICE SUPPLIES	96.14
00417914	PACIFIC GAS AND ELECTRIC CO	GAS	6,930.22
00417916	PEPPER INVESTMENTS INC	JAN SERVICES	125.00
00417922	REINHOLDT ENGINEERING CONSTR	MARINA UST INSPECTION	575.00
00417943	WEST MARINE PRO	OPERATING SUPPLIES	161.82



AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 30 - FEBRUARY 13, 2025  
FUND/CHECK#

**227      Housing Fund**

***Housing***

00417848	CONTRA COSTA CRISIS CENTER	Q2FY24-25-CRISIS CTR REIMB	2,429.98
00950396	BAY AREA LEGAL AID	Q2FY24-25 BALA REIMB	6,382.26



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Jennifer Wilson, Network Administrator

**APPROVED BY:** Alan Barton, Director of Information Systems

**SUBJECT:** Sole Source Purchasing Agreement with Altura Communications Solutions for a Phone System Upgrade for an Amount Not to Exceed \$86,195.57

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute a sole source purchase agreement with Altura Communications Solutions in the amount of \$86,195.57, for an upgrade to modernize the City's existing phone system.

### **FISCAL IMPACT**

The fiscal year 24/25 Information Systems Fund budget includes funds for this upgrade.

### **DISCUSSION**

The City's current phone system was installed in 2008, and has been periodically upgraded since that time, primarily as needed for security enhancements. It utilizes an outdated signaling protocol, H.323, which has been reliable but is no longer the enterprise standard, and thus lacks flexibility, scalability, and interoperability.

This upgrade will allow Information Systems to utilize a newer signaling protocol, SIP (Session Initiation Protocol), which supports a broader range of modern devices and applications, including much-needed upgrades to our phone handsets, the existing of which are no longer manufactured. This makes the handsets harder to find and replace, unable to support many modern accessories like newer headsets, and unnecessarily expensive.

Altura Communications Solutions is a leading provider of communications applications, equipment, and services for voice and data networking solutions. As the original designer and implementor of the City's current phone system, Altura provides essential voice services to all City facilities, including, but not limited to: City Hall, the Police Department, Public Works, and Recreation.

As our current provider for support and maintenance, Altura Communications Solutions is the most suitable choice for this upgrade under a sole source agreement. Their in-depth knowledge of our existing infrastructure ensures that they can complete this project efficiently while minimizing disruptions to essential daily operations.

**ATTACHMENTS**

- A. Resolution
- B. Altura Proposal

**RESOLUTION NO. 2025/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A SOLE SOURCE PURCHASING AGREEMENT WITH ALTURA  
COMMUNICATIONS SOLUTIONS FOR A PHONE SYSTEM UPGRADE FOR AN  
AMOUNT NOT TO EXCEED \$86,195.57 AND AUTHORIZING THE CITY MANAGER  
OR DESIGNEE TO EXECUTE THE PURCHASE AGREEMENT**

**WHEREAS**, the City's Information Systems Department annually assesses hardware and software in conjunction with the operational needs of each division;

**WHEREAS**, the City's Information Systems Department maintains the City's technology through timely maintenance and replacement of hardware and software that are beyond their useful life, which is critical in managing costs and liability associated with aging technology;

**WHEREAS**, the City's current phone system utilizes outdated signaling protocol and lacks flexibility, scalability, and interoperability and needs upgrading to meet enterprise standards;

**WHEREAS**, the City's Information Systems Department currently utilizes Altura Communications Solutions for phone system maintenance and support; and

**WHEREAS**, the City Council has considered approving a sole source purchase agreement with Altura Communications Solutions in the amount of \$86,195.57 for a phone system upgrade.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch authorizes the City Manager or designee to execute a sole source purchase agreement, in a form approved by the City Attorney, with Altura Communications Solutions in the amount not to exceed \$86,195.57.

\* \* \* \* \*

**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 25th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**MELISSA RHODES  
CITY CLERK OF THE CITY OF ANTIOCH**



PROPOSAL  
CITY OF ANTIOCH  
**10.1 to 10.2 Upgrade and ASBCE Quote**

VERSION	QUOTE #	DATE PREPARED	PREPARED FOR	PREPARED BY
2	39980.42	11/19/2024	Alan Barton Information Systems Director	Steve Hoffman (415) 235-6541 steve.hoffman@waterfield.com



## SOLUTIONS SUMMARY

### Solutions Summary

The City of Antioch wants to upgrade its Aura R10 system to R10.2 while we are replacing the existing G650 gateway, which is not compatible with R10.2, with a G450 gateway. The replacement gateway will maintain equivalent functionality, including analog and digital interfaces. As well as replace PRI trunks with SIP trunks across two locations: City Hall, Police Department.

This will involve deploying Avaya Session Border Controllers (SBCs) at City Hall of Antioch Hub and Police Department location to facilitate the transition to SIP trunks. We do not require ASBCE Licenses separately as they are bundled with subscription licenses

Current CM R10 Configuration for City of Antioch Telecommunications System:

City Hall of Antioch Hub (ST 5113339 - Core Location):

- Duplex Communication Manager (CM)
- (1) System Manager
- (1) Session Managers
- (1) AADS
- New 1 SBC and 1 EMS

VMware resource details for City Hall Location :

Core Location- Virtual Application	Virtual Platform	QTY VMs	Release	vCPU	Minimum CPU	CPU Reservation	Memory Reservation	Hard Disk Allocation	vNICs	IOPS	ESXI Support
CM10.2 30K Users Main/Survivable	VMWare	2	10.2.0	3	2.17 GHz	6.51 GHz	5.12 GB	64 GB	3	10	8.0
SMGR10.2 Profile-2 (250K users, 250-BSM, 12SM)	VMWare	1	10.2.0	6	2.19 GHz	13.11 GHz	12.288 GB	170 GB	1	44	8.0
SM10.2 Profile 1 up to 2K devices	VMWare	1	10.2.0	3	2.20 GHz	3.3 GHz	5.132 GB	100 GB	4	15	8.0
AADS 10.2 Profile-1 2K devices	VMWare	1	10.2.0	6	1.15 GHz	6.9 GHz	9.216 GB	250 GB	1	15	8.0
ASBCE 10.2.0 SBC	VMWare	1	10.2.0	2	2.20 GHz	4.4 GHz	4 GB	64 GB	4	50	8.0
ASBCE 10.2.0 EMS	VMWare	1	10.2.0	3	2.20 GHz	6.6 GHz	8 GB	64 GB	2	50	8.0

Police Department (PD) (ST 5143889 - ESS Location):

- New (1) ASP 130 DELL R660 A1 Server
- Simplex CM
- (1) Session Manager
- G450 Gateway
- New 1 SBC

Prewitt (ST 51473890 - Remote LSP):

- S8300E Server
- G430 Gateway
- PRI no longer needed at this location
- Reuse existing MM711 for Co-trunk for 911 survivability

Community Center (ST 5138695 - Remote LSP):

- S8300E Server
- G450 Gateway
- The PRI is not in use at the Community Center.
- Reuse existing MM711 for Co-trunk for 911 survivability



## Additional Information:

- Existing AVST/TeamQR9 Voicemail system.

## G650 Gateway replacement with G450 Gateway:

### Existing G650 Gateway:

- 1 G650 Gateway
- 1 x 24-port analog gateway
- 1 DS1 Module
- 1 Co trunk Module

### Replacement with G450 Gateway:

### Proposed G450 Gateway:

- 1 G450 Gateway with redundant power supply
- 1 x 24-port MM716 Module

The support contract has been matched with the existing support contract which is valid until 28th February 2026 for 20 months.

## PROFESSIONAL SERVICES SOW

### Project Specific Scope of Work

This document serves as a Statement of Work ("SOW") that describes services to be performed by WTI Holdings, LLC d/b/a Waterfield Technologies ("Company") for the benefit of CITY OF ANTIOCH ("Customer") and shall be effective as of the date executed below.

The ASBCE project will be completed initially prior to the 10.2 upgrade due to being able to remove the T1 board from the G650 gateway to ensure the T1 is not migrated when the G650 to G450 is completed.

Company will install the following for the ASBCE portion of the project which will be required to be installed prior to the DOT upgrade to incorporate SIP Trunking and remove the T1 board from the City Hall location with the new G450 gateway being installed:

- City Hall - on Customer Provided VMWare an Avaya Session Border Controller for Enterprise ("ASBCE") R10.x with separate EMS for inbound and outbound trunking
- Police Department - on Avaya Solution Platform ("ASP") ASBCE R10.x with EMS for inbound and outbound trunking (This ASP Server will also host a simplex CM and Session Manager)
- Each location will have their own inbound and outbound trunking via SIP Trunking which will be utilized as failover for the centralized trunking solution for the environment
- Testing of inbound and outbound calling for each unique SIP Trunk for each location
  - Teleco to provide test numbers for each SIP trunk.
- Assumption there will be two SIP porting events to migrate over all the regular T1 trunking to the SIP Trunking for the entire CM Solution after-hours Monday through Thursday coordinated with the Teleco
- Onsite technician to install the ASP ASBCE (which will have a simplex CM ESS and Session Manager installed on it) for the Police Department during business hours in Customer Provided Rack Space.
- Creation of 2 SIP trunk groups but with Teleco adding backup routing to each SIP trunk in case one of the SIP Trunks stops functioning
- One failover routing testing prior to the SIP trunks becoming active testing with the Teleco
- Session Manager programming for connection to the ASBCEs

## Assumptions:

- Customer will order SIP Trunking for each location to support inbound and outbound calling to support being connected to the Avaya ASBCE as well as order from single Teleco to ensure numbers will be able to be routed over each SIP trunk for rainy day scenario
- The two SIP trunks will work together for all routing for the CM PBX
- This would allow the Customer to work with the Teleco for management to be able to route calls between each trunk group
- No new numbers will be added
- If Customer has Fax numbers being routed through their existing PRI Trunking, then Customer will be required to verify with Teleco that Faxing through SIP Trunk is enabled and testing will be completed for each trunk group to verify
- Non-Service Affecting labor of initially setting up the ASBCE at City Hall on Customer Provided VMWare will be complete during normal business hours
- Any additional non-service affecting labor will be completed during normal business hours
- Customer will be responsible for removing the PRI DS1 cards after the porting

## Customer will:

- Provide VMWare space adequate for the ASBCE and EMS server at City Hall
- Rack Space at the Police Department receiving the physical ASP server
- Electrical and Grounding
- Extending the SIP Trunk from the Minimum Point of Entry ("MPOE") into the Teleco rooms where the two physical servers will be located as well as into the Customer's data center

Upgrading customer's existing applications from 10.01 to 10.2 on Customer Provided VMWare

Prior to the CM 10.2 upgrade the following will be replaced:

(1) G650 with (1) TN793B 24 port analog board, (1) TN464HP DS1 board, (1) TN747 CO Trunk Board

New equipment to replace the G650 will be:

- (1) G450 with redundant power supply
- (1) MM716 24 port analog board
- Installation of the G450 will be during normal business hours. The G450 will be installed near the current G650 gateway in Customer Provided Rack Space

## Migration will:

- Occur after-hours between Monday through Thursday
- Existing Amphenol cable for the 24 Port analog board will be moved from the G650 to the G450 and corresponding Board without cross connects being performed
- Cross connects will occur for the 8 port analog boards
- No First Day of Business will be provided
- One onsite technician will be onsite to install the G450 as well as to migrate from the G650 to G450
- Deinstall the G650 and give to the customer to dispose of
- Once the migration to the G450 has been completed the following will occur

Upgrade the following applications in a parallel Customer Provided VMWare environment. R11 to R10.2 requires full rebuild of the following applications. Only the Avaya Aura Device Services ("AADS") can have an in-place patch upgrade.

- Duplicated Communication Managers ("CM") R10.2
- System Manager ("SMGR") R10.2

- 1 Session Manager ("SM") R10.2
- AADS will be patched after-hours

Upgrade prior to the primary applications the following:

- Police Department will receive as previously discussed the (1) ASP server running a new Simplex CM and 1 new Session Manager
- Prewitt S8300E during hours
- Community Center S8300E during hours

Customer will:

- Provide the additional VMWare for the 4 applications which will require to be built in parallel environment previously described

Assumptions:

- G650 to G450 conversion will occur first in the project
- As previous described the CM, SMGR, and SM will require parallel environment to initially setup.
- Upgrade the S8300E will be completed prior to the core applications
- System and Session Managers can be upgraded prior to the Duplicated CM Servers
- First Day of Business for 4 hours after the CM 10.2 upgrade
- Backup and Restore of databases will be used for the applications being upgraded from 10.0 to 10.2.
  - All IP addresses will be reused

## Project Management

### Project Management Tasks

The Project Manager will serve as the primary point of contact for all issues related to the project. The Project Manager will perform the following tasks as part of the project:

- Review and understand the Statement of Work (SOW) as well as the goals of the customer
- Make preliminary contact with the customer and review project expectations and next steps
- Create a detailed project plan. The project plan will define project tasks, responsibilities, and project timelines. The project plan will be updated as necessary as part of ongoing project status meetings.
- Plan, schedule, and conduct a remote project kickoff call with the customer and project teams. The kickoff call will include the following agenda items as applicable:
  - Introduce team members and review customer and roles and responsibilities
  - Review the project objectives with the customer and the project team
  - Review and update the project contact list
  - Review the technical requirements for the solutions and equipment being implemented
  - Review the change management process
  - Conduct an initial discussion of required data collection forms
  - Review and update the initial project plan and confirm project task responsibilities
  - Conduct an initial discussion of training (if applicable)
- Place the equipment order and provide order status and delivery information to the customer
- Schedule and manage project resources

- Hold remote status calls with the customer and project teams
  - Scope assumes a cadence of (1) regularly scheduled status call per week, with additional technical or breakout calls scheduled ad hoc as required. If additional weekly status calls are requested, additional charges may apply.
- Coordinate project logistics between the customer and
- Perform Project Control activities to include:
  - Managing the project plan
  - Managing project risk
  - Conducting status meetings
  - Reporting project status to the project teams
  - Managing project change orders
  - Validating the collected information and requirements from the customer
  - Managing the installation and configuration to include hardware, software, and services
- Remotely plan and manage the project implementation
- Remotely plan and manage the project cutover activities. The Project Manager will remotely manage the cutover activities and ensure that any issues that may arise are identified, documented, and addressed.
- Provide status updates for first day of business support activities (if applicable)
- Understand and comply with customer provided change management policies
- Coordinate the handoff to support (if applicable)
- Schedule and conduct a project closure meeting with customer and project teams

## "Company" Deliverables - Project Management

In addition to the project tasks performed above, the following are the deliverables associated with Standard Project Management services:

- Provide the customer with the appropriate technical requirements and data collection forms and once completed, review the collection forms for accuracy
- Provide the relevant project planning documentation to include:
  - Project contact list
  - Kickoff meeting agenda and minutes
  - Detailed and mutually agreed upon project plan
  - Status meeting agenda and minutes
  - Training plan and schedule (if applicable)
  - Solution and/or equipment test plans (if applicable)
- Provide the customer an equipment delivery schedule for any provided equipment
- Report any project changes which may impact the project schedule
- Provide the customer with a handoff package to include:
  - Completed Project Binder/Plan
  - "As-Built" diagrams (if applicable)
  - Warranty and support information
  - Post-install punch list (if applicable)

## Customer Responsibilities - Project Management

The following are the customer responsibilities for Standard Project Management:

- Manage the collection of customer data using provided data collection forms
- Provide Single Point of Contact (SPOC) Technical resource for the duration of the project

- Coordinate and ensure compliance with provided technical requirements
- Provide information and guidance on customer Change Management policies
- Assist the PM as necessary with scheduling and coordination of customer resources
- Provide any requested documentation or information necessary to adhere to the project schedule
- Coordinate and provide any necessary access to customer systems
- Attend all mutually agreed upon required project meetings (if applicable)
- Coordinate all customer provided vendors, subcontractors, and LEC/Carrier interactions
- Approve Project Closure Form

## Site Not Ready

If operational functionality cannot be established because Customer's responsibilities were not met or non-Approved vendors have not met their responsibilities (unless under an Agency Agreement), Customer may incur additional charges.

This includes, but is not limited to, issues that arise during the course of the project impacting the solution or impeding/delaying progress that are deemed to be due to CPE (Customer Premises Equipment such as network, carrier, server or other identified customer requirements). Upon identification of such issues and request for customer action, if additional time and effort is requested to continue to troubleshoot the issue or repeat attempts at resolution, and it is finally confirmed to be a customer responsibility, time incurred to provide this additional troubleshooting, testing or research will be billable at current Time and Materials rates.

## General Assumptions

- Resources from Company and/or its sub-contractors will be utilized, as needed, to provide a full scope of technical expertise. Additional charges to customer may apply for items not specifically provided for in this SOW.
- Company is not responsible for the performance or quality of third-party vendors/contractors hired by customer.
- Specific equipment purchased and Installation and Labor is listed in the attached Equipment Bill of Materials.
- Requests for additional services beyond this Scope of Work require written approval by customer and acceptance by the Company Project Manager.
- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than Company and its business partners, additional charges may apply.
- Engineering changes: Change orders made by customer after project initiation may affect the agreed-upon project schedule and will require a project review to determine impact and schedule requirements.
- **Documentation.** All project management governance material, technical documentation and custom-developed materials provided will be in the format chosen by Company. Any variations from our standard documentation may be subject to additional charges to be handled through the Change Management Process.

## Change Management

- Change Management is the process of recording and managing the planned deployment of alterations to supported environments, processes, and documentation. Company will utilize Customer's documented Change Management process, if available. Otherwise, Company utilizes its own system-enforced Change Management process to complete any change needed as the result of an Incident or Problem ticket.
- If required by documented customer change procedures, Company will prepare and provide a Method of Procedure (MOP) document in Company's standard format outlining the details, timing and impacts of said change for customer Change approval processing. If Company is required to participate in customer Change Advisory Board meetings or utilize custom formats or process for MOP development, additional charges may apply.

- Company is not accountable for Changes made by Customer staff outside of the agreed upon, documented Change Process.

## Customer Responsibilities

### Implementation Access

- Provide remote access to all configured elements as defined by the project team via VPN or other mutually agreed upon access methodologies to ensure direct, persistent, stable, and independent access is available to the project team throughout the project life cycle with sufficient bandwidth and speed to support the operational needs.
  - If direct, persistent, stable, and independent remote access is not provided, additional charges will apply to accommodate monitored/escorted remote access.
  - If the above criteria is not met, a limited remote access fee will be assessed via the change order process to the customer of \$5000 for every 3 months of the project where this condition exists.
  - Access to be provided within 5 days after the initial kick-off call. Delay charges via a Job Change Order could be added if access is not provided within the 5 days.
  - If establishing VPN credentials exceeds 2 hours due to customer policy and procedures, then additional time will be billed as a Job Change Order.
  - Customer to provide their remote access policies at the beginning of the project which will include any policies related to data throughput limitations for uploads/downloads via the VPN, retention periods, and any additional policy which will affect Company's access to the Customer's network.
  - Once the VPN connection is established it is assumed the account will remain active for the life of the project, unless the Customer clearly defines retention periods requiring periodic connections at the beginning of the project. If the VPN account requires reestablishment and the policy was not provided related to retention periods additional time to reestablish the VPN account will be billed as a Job Change Order.
- Coordinate and provide any necessary access to customer systems.
- Provide access to all installation locations and equipment being installed.

### Customer Data Gathering and Site Readiness Requirements

- Manage the collection of customer data using provided data collection forms.
- Customer will provide all server and password policies at onset of the project.
- Work with Company when needed for discovery to program and implement the specified solution(s).
- Provide all IP addressing and host names per provided planning forms for customer's network.
- Planning forms are to be completed and returned within 5 days of completed consultation.
- Work with Company to mutually develop test and communication plans to confirm functionality required per solution specified.
- Customer to provide onsite resource(s) for turn-up and test of 3rd party application, unless onsite resources are otherwise specified in this SOW.
- Changes to customer network or environment which were not part of discovery and planning for the project, and which cause delays in implementation, will push out dates and cut dates/times respectively. Additional charges may apply to accommodate unplanned changes made.
- Coordinate and ensure compliance with provided technical requirements.
- Provide any requested documentation or information necessary to adhere to the project schedule.
- Provide proper site environment as defined in the product documentation.
- Provide floor plans and cabling schematics for station installation, if scoped.
- Ensure that the installation of network and dial circuits is complete.
- Ensure that demarcation points can be connected to with the cables provided.
- Provide Layer 1, 2 and 3 IP infrastructures all network connectivity unless provided by Company under this agreement.
- For all VoIP devices, Customer to provide Cat 5 or better cabling to all endpoint/device locations and POE equipment as required if not provided by Company under this agreement.

- Customer is responsible for implementing a Quality of Service (QOS) policy that will classify and prioritize voice packets for all VoIP applications and endpoints.

## Customer Project Management Requirements

- Provide information and guidance on customer Change Management policies.
- Provide a single point of contact (Customer PM Role) to align with Company PM as necessary for scheduling and coordination of customer resources and overall project communication.
- Attend all mutually agreed upon required project meetings (if applicable).
- Coordinate all customer provided vendors, subcontractors, and LEC/Carrier interactions.
- Provide an on-site contact to assist during installation.

## Additional Equipment, Changes and Rearrangements

A duly authorized representative of Customer, upon acceptance thereof by Company of a Job Change Order (JCO) may add additional equipment and or services to the contracted Bill of Materials and services SOW at the charges applicable upon execution. Such modification will state the location and the additional items of equipment and or services. In the event the Customer requests changes in the installation specifications, Company reserves the right to adjust the contract price to correspond with the additions or modifications to or deletions from the amount of work to be performed. All such requests shall be made in writing by Customer to Company, and Company shall be entitled to amend the Schedule hereto to reflect these changes.

Out of scope services will be invoiced hourly at prevailing Waterfield T&M rates under the following schedule:

- Monday through Friday 8am to 5pm local time: Standard Hourly Rate
- Monday through Friday 5pm to 8am local time and Saturdays: Overtime (1.5 x hourly rate)
- Sunday work commencing after 6am local time and all work conducted on a holiday: Premium Time (2 x hourly rate)

## Cancellation and Delays

### Delays:

Upon project initiation and kickoff, the Company Project Manager or Coordinator will provide standard intervals for the scope of work deployment timeline. If customer requires compression of the standard intervals or expedite to meet specific dates, Company reserves the right to assess an expedite fee via the Job Change Order process based on the type and nature of the expedite, resources and overtime required to meet dates, and other factors to be defined.

Prolonged delays to the schedule may result in additional charges being applied. Examples of such delays include but are not limited to:

- If customer fails to meet agreed upon and scheduled deliverables per the project plan, and such delay impacts the project schedule requiring reassignment of resources or cancellation of work within 72 hours, delay fees will be assessed accordingly.
- If scope or design changes via the Change Management process substantively impact the project scope and schedule, additional charges for such changes may be incorporated into the Change Order submitted for customer approval,
- If project is placed on extended hold resulting in delays of longer than 30 days, a project restart fee may be assessed due to changes in resource assignments, system update requirements, or need to re-initiate portions of the project, these charges may include, but are not limited to, a project restart fee of 10% of the professional services costs of the original project.

### Cancellation:

An order once placed with and accepted, can be cancelled only with the consent of Company and upon terms, which will indemnify Company against all loss, incurred as a result thereof. Cancellation fees of up to 25% of the selling price may apply to equipment purchases that are ordered but cancelled prior to installation.



Professional Services cancellation fees will be incurred once resources have been engaged on the project and result in billing of the greater amount of 25% of the Professional Services sales price, or the billable rate of the hours incurred to the point of cancellation. In the event that Customer is in Default under this agreement, Company may cancel or terminate any or all service(s) provided.

**Project Phasing:**

Unless explicitly stated in the SOW above, project cutover support is assumed to occur in a single event. If additional cutover phases are requested or added during project planning, additional charges will apply and will be specified under the Job Change Order process.

**Rework:**

Upon completion of Customer approved and accepted work product/tasks, if such tasks require rework or revision for reasons outside of Company control, additional charges will apply via the change control process for the actual incremental time spent for such rework.

**Freeze Dates:**

Freeze dates are jointly developed and agreed to by the customer and the project team and incorporated into the project plan. Where freeze dates are applicable and documented in the project plan, the PM will provide written notification to the customer confirming entry into the freeze period. If changes are made by the customer after the freeze date, Company will provide up to 4 hours for non-Contact Center related programming, and 8 hours for Contact Center related programming if applicable, to support changes. If the required changes involve more time than noted above, additional charges will apply via a Job Change Order (JCO).

## Completion of Project

“Substantial Completion” of the project as a whole, or a contractually separate phase of the project, occurs on the date when the work is sufficiently complete in accordance with the contract documents so that the Customer may utilize the hardware, software or application as defined in the SOW, or a designated portion, for the use for which it is intended, without unscheduled disruption.

“Final Completion” of the Project as a whole, or a contractually separate phase of the project occurs on the date when all “punch list” work is finished and the project is ready for final review and acceptance by the customer.

Punch List. If, at any time after substantial completion has been determined for the project, there shall exist any item or items requiring completion or correction, then Company agrees to use all reasonable diligence to complete or correct such item or items as defined in the SOW. The parties shall make a Punch-List of the items requiring completion or correction (the "Punch List").

- After substantial completion has occurred, Company agrees to use all reasonable diligence to complete or correct such item or items as defined in the SOW. Company shall publish a Punch-List of the items requiring completion or correction (the "Punch List"). A period of 30 days will be allocated to coordinate and complete identified punch list items with the customer. If at the conclusion of the 30 day time period punch list items remain open, the following will apply:
  - If resolution of open items are fully the responsibility of Company or the manufacturer the punch list time period will be extended an additional 30 days
  - If final resolution of the open items are inherently dependent upon customer actions, and those actions delay resolution beyond the agreed upon 30 day time period one of the following two conditions will apply:
    - Company will close and invoice the project in full upon customer agreement or in the absence of customer engagement or
    - Company will Issue a change order to extend the punch list resolution window



## APPLICATION DEPLOYMENT DETAIL

### VMware Infrastructure - Customer Provided

Deliverables for VMware Software installation:

- Provide Customer with access to OVA files. Options are:
  - Web share
  - SharePoint
  - FTP site
- Work with Customer to install OVA files. Options are:
  - Customer can deploy OVA
    - After customer installs .ova Company to run Avaya provided software binaries within ova deployment.
  - Company deploys, via web session with customer's VMWare admin
  - Customer provides Root access to VMWare environment via customer provided VPN
  - Cassandra encryption enabled as standard
- Perform discovery of deployment and administration data, and Avaya Systems in place
- Work with Customer to configure network parameters

Customer Deliverables for VMWare Software Installation

- Provide suitable VMWare environment based on product manufacturer's requirements
- Provide suitable Remote Access method
- Work with Company when needed for discovery to program and implement the specified solution
- Network latency between Application Server, 3rd party application(s), and CM must be less than 5 milliseconds at all times
- Ensure NTP servers must have less than 5 strata drift
- Entries for all Avaya servers required on private DNS
- Public access for specific services requires public DNS entries
  - Company to provide high-level consultation only
- Provide test plan to confirm functionality required per solution specified
- Customer is responsible for settings files after post-cut testing (per customer's test plan)
- Planning form to be completed and returned within 5 days of completed consultation
- Changes to customer network or environment which were not part of discovery and planning for the project, and which cause delays in implementation, will push out dates and cut dates/times respectively. Additional charges may apply to accommodate unplanned changes made

Assumptions for VMWare Software Installation

- Required customer participants are made available when requested
- All work is provided remotely unless specified otherwise in this SOW

Exclusions for VMWare Installation

- Certificate Management 3rd Party Certificates

### Appliance Server Software Installation (Staging)

Deliverables for Appliance Server installation

For applications being deployed under this Professional Services Scope of Work on hardware servers purchased through Company on this agreement, Company will provide the following tasks for Appliance Server Software Installation (Staging):

- Verification of all hardware, software, documentation components delivered from the distributor
- Bench server hardware, POST and burn in, validate hardware health
- Assign IP addressing and host names from Company Data Gathering documentation completed by customer prior to onset of VMware staging activities
- Deploy OVA, OS and/or software packages as applicable
- Activate Licensing as applicable
- Create Login accounts as defined during project planning for Company and customer access
- Box and ship to customer site per defined project schedule and shipping details
- All non-service affecting work will be completed during regular business hours
- Service affecting work will be completed after hours
- A working solution that meets design specifications and conformity to the TSS

#### Customer Responsibilities for Appliance Server Software Installation

- Provide a single point of contact
- Provide IP Address Workbook prior to equipment ordering
- Provide adequate power based upon the manufacture's specifications
- Provide Server Racks
- Provide staff to shadow the technician during deployment to understand backup procedures, patching, etc.

#### Exclusions/Assumptions for Appliance Server Software Installation

- Above work to be performed during business hours
- Services above are not applicable to customer provided servers
- Certificate Management
- 3rd Party Certificates

## Avaya G4x0 Gateway Staging and Installation

#### Deliverables for Avaya G4x0 Gateway Staging and installation: System Preparation

- Unbox and bench test hardware and confirm no hardware defects
- Assign IP addressing from Company Data Gathering documentation completed by customer prior to staging activities.
- Download and apply firmware for the gateway and media modules.
- Firmware will be loaded at most current GA levels at time of staging unless otherwise specified during project planning.
- Any subsequent firmware updates requested to system prior to cutover and handoff to support are subject to additional charges unless verified to remediate a known and present issue
- Test MGC list
- Ship to customer site
- Provide onsite technician for rack and stack installation in customer provided rack and connect to customer provided power and network
- Validate registration to Aura core
- Cable out TDM cards per design scope to customer provided wallfield/patch panel (or if provided by Company, to Company installed and provided wallfield/patch panel)

#### Deliverables for Gateway Staging

- All non-service affecting work will be completed during regular business hours

- Service affecting work will be completed after hours
- A working solution that meets design specifications and conformity to the TSS

#### Customer Responsibilities for Gateway Staging and Installation

- Provide IP Address Workbook prior to equipment ordering
- Provide adequate power based upon manufacture's specifications
- Disposition of any disconnected equipment
- Provide patch panels or wall field with properly labeled toned and tested cable runs
- Customer is responsible for station wiring and data rack space

## ASBCE SIP Trunking

ASBCE for SIP Trunking (new Phone Numbers):

Company to provide the following tasks for a Standalone ASBCE:

- Conduct remote fact-finding meeting with customer and assist in completion of the required workbook(s).
- Load operating system and application software and bring server(s) into service.
- Install required manufacturer current patches.
- Obtain and load licenses from manufacturers licensing process.
- Configure server(s) in accordance with the workbook and manufacturer guidelines.
- Provide OVA files for deployment
- Generate and install Avaya Product License Delivery System license file
- Perform installation of Session Boarder Controllers connect to LAN
- Perform installation of Element Management System server (if required for Front End Back end deployment.)
- Note: All SIP connections between the SBC and configured systems will be configured for TCP, unless otherwise specified by the Customer. If TLS is required, additional charges will apply.

#### Company Deliverables For SIP Trunking:

- Create SIP trunk between SM and SBC (Not applicable for Remote Worker)
- Create Trunk Groups in CM to SM for SIP Station Registration and routing.
- Create Routing and Application Sequences in SMGR.
- Review dial plan/ call flow test plans and feature verification plans
- Implement required licenses into SMGR License Server
- Perform dial plan/ call flow testing and feature verification
- Perform troubleshooting and test and turn up
- Four hours out of hours cut for porting of numbers and testing.

#### Customer Deliverables:

- Provide VMWare Servers for City Hall while Company is providing physical servers for the other 2 locations
- Engage SIP Trunk Provider
- Provide unused test numbers for in hours testing
- Customer network resources to be available to assist in an on call basis
- Provide current topology maps of WAN and LAN infrastructure
- Provide dialing plans, numbering schemes and required call routing information
- IP addressing for SBC public, private and management networks
- Ensure NTP servers must have less than 5 strata drift
- Entries for all Avaya servers required on private DNS

- Public access for specific services requires public DNS entries
- Company to provide high-level consultation only
- Changes to customer network or environment which were not part of discovery and planning for the project, and which cause delays in implementation, will push out dates and cut dates/times respectively. Additional charges may apply to accommodate unplanned changes made
- Network latency between Avaya Aura Session Manager servers must be less than 75 milliseconds at all times

#### Assumptions:

- Configuration for a single SIP trunk to a SIP trunk provider
- Customer and SIP Provider provide Avaya-specific interoperability documentation
- Configuration testing with test numbers considered an in business hours event.
- Out of hours cut over for porting of existing phone numbers.

#### Exclusions:

- Remote Worker configuration
- Troubleshooting SIP Provider interoperability limited to 4 hours. Additional hours beyond 4 can be provided via change order.

10.1 to 10.2 Upgrade and ASBCE Quote

Prepared by:

Waterfield Technologies  
Steve Hoffman  
(415) 235-6541  
steve.hoffman@waterfield.com

Prepared for:

CITY OF ANTIOCH  
PO BOX 5007  
COA\_AP@Antiochca.gov  
ANTIOCH, California 94531-5007  
Alan Barton  
(925) 779-6103  
abarton@antiochca.gov

Quote Information:

Quote #: 039980  
Version: 2  
Delivery Date: 11/19/2024  
Expiration Date: 02/17/2025

HARDWARE

Description		Price	Qty	Ext. Price
405362641	POWER CORD USA	\$14.11	2	\$28.22
700012909	24 PORT LINE PATCH PANEL	\$276.00	1	\$276.00
700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS	\$2,760.00	1	\$2,760.00
700506955	G450 MP160 MEDIA GATEWAY	\$9,683.55	1	\$9,683.55
700507394	G450 R2 POWER SUPPLY	\$920.00	1	\$920.00
405362641	POWER CORD USA	\$14.11	2	\$28.22
434496	ASP 130 R6 REDHAT ENTERPRISE LINUX LIC:DS	\$0.00	1	\$0.00
700519836	ASP 130 DELL R660 HYPERVISOR A1 SERVER BUNDLE	\$14,493.83	1	\$14,493.83

Subtotal: \$28,189.82

PROFESSIONAL SERVICES PRICING

Description		Price	Qty	Ext. Price
WTPSO39980	Professional Services for ASBCE Conversion	\$21,087.50	1	\$21,087.50
WTPSO39980B	Professional Services for 10.1 to 10.2 Upgrade	\$34,781.25	1	\$34,781.25

Subtotal: \$55,868.75

HARDWARE SUPPORT RECURRING PRICE: 14 MONTHS TERM (1 JAN 2024 to 28 FEB 2026)

Description	Recurring	Qty	Ext. Recurring
345403 SA PREFER SUPT ASP 130 R6 RHEL 3YR AN	\$441.20	1	\$441.20
230170 SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$735.80	1	\$735.80
255829 SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	\$960.00	1	\$960.00
Annual Subtotal:			\$2,137.00

## Quote Summary

Description	Recurring	One-Time
HARDWARE	\$0.00	\$28,189.82
PROFESSIONAL SERVICES PRICING	\$0.00	\$55,868.75
HARDWARE SUPPORT RECURRING PRICE: 14 MONTHS TERM (1 JAN 2024 to 28 FEB 2026)	\$2,137.00	\$0.00
Total:	\$2,137.00	\$84,058.57
Project Total:		\$86,195.57

## PAYMENT TERMS

For purchases of equipment hardware and/or software licenses only, Customer agrees to pay the Total Purchase Price of quote, plus applicable taxes, to be invoiced per the following schedule:

- 50% upon execution of this Agreement - payable upon receipt. Payment must be received to order product, software or licenses
- 50% upon Complete Equipment Delivery to Customer and/or License Activation - NET 15 terms from the date of invoice

Late Payment: Past due payments are subject to late fees of eighteen percent (18%) per annum or the maximum interest rate permissible by law from the date due until paid in full. Payments made to Waterfield other than ACH will incur a fee.

For purchases of Professional Services, Customer agrees to pay the Total Purchase Price of quote, plus applicable taxes, to be invoiced per the following schedule:

- 50% upon execution of this Agreement - payable upon receipt.
- 50% upon Project Completion - NET 15 terms from the date of invoice

Late Payment: Past due payments are subject to late fees of eighteen percent (18%) per annum or the maximum interest rate permissible by law from the date due until paid in full. Payments made to Waterfield other than ACH will incur a fee.

## Maintenance Terms

Maintenance and Managed Services charges shall be due and payable ANNUALLY IN ADVANCE

PAYMENT TERMS

Coverage does not commence or continue until Waterfield has received payment. Changes in Equipment or Scope of Service will result in a change in price, to be mutually agreed to by signed addendum (Contract Change Notice). Payments made to Waterfield other than ACH will incur a fee.

Additional Terms

TAX and Shipping/Handling will be added at time of invoice: not included in this SOW/Quote.

PROPRIETARY AND CONFIDENTIAL. All information contained herein is confidential and the proprietary information of Company. Disclosure of any information contained herein to any other party is strictly prohibited.

Waterfield Technologies

CITY OF ANTIOCH

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Jennifer Wilson, Network Administrator

**APPROVED BY:** Alan Barton, Director of Information Systems

**SUBJECT:** Sole Source Maintenance Services Agreement with Altura Communications Solutions for Annual Phone System Subscription Licensing and Support for an Amount Not to Exceed \$95,258

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute a multi-year sole source maintenance services agreement with Altura Communications Solutions, beginning January 1, 2025, through December 31, 2027, in the amount of \$95,258, for phone system subscription licensing and support.

### **FISCAL IMPACT**

The Information Systems Fund fiscal year 2025 budget includes funds for this renewal and the fiscal year 2026 and 2027 cost has been included in the draft two-year Information Services Fund budget.

### **DISCUSSION**

This request is for a routine, annual subscription renewal for licensing for existing services provided by Altura Communications Solutions, which supports the City's internal phone system. The proposal is for a 3-year term, with payments made annually, allowing the City to secure more favorable pricing. An annual support fee of \$5,050 is billed separately but is included in the total request of \$95,258. The current subscription expired on December 31, 2024, and is currently in a grace period pending approval of this renewal.

Altura Communications Solutions is a leading provider of communications applications, equipment, and services for voice and data networking solutions. As the original designer and implementor of the City's current phone system, Altura provides essential voice services to all City facilities, including, but not limited to: City Hall, the Police Department, Public Works, and Recreation.

Given their deep understanding of our existing infrastructure as our existing vendor, Altura remains the most qualified provider for ongoing support and maintenance. Utilizing their



services under a sole source agreement for this licensing renewal is appropriate, ensuring continuity and optimal system performance until a full system overhaul becomes necessary.

**ATTACHMENTS**

- A. Resolution
- B. Altura Proposal

**RESOLUTION NO. 2025/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A SOLE SOURCE MAINTENANCE SERVICES AGREEMENT WITH  
ALTURA COMMUNICATIONS SOLUTIONS FOR PHONE SYSTEM SUBSCRIPTION  
LICENSING AND SUPPORT FOR AN AMOUNT NOT TO EXCEED \$95,258 AND  
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE  
AGREEMENT**

**WHEREAS**, the City's Information Systems Department annually assesses hardware and software in conjunction with the operational needs of each division;

**WHEREAS**, the City's Information Systems Department maintains the City's technology through timely maintenance and replacement of hardware and software that are beyond their useful life, which is critical in managing costs and liability associated with aging technology;

**WHEREAS**, the City's Information Systems Department currently utilizes Altura Communications Solutions for phone system maintenance and support; and

**WHEREAS**, the City Council has considered approving a 3-year sole source maintenance service agreement with Altura Communications Solutions in the amount of \$95,258 for phone system subscription licensing and support for the period of January 1, 2025, through December 31, 2027.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch authorizes the City Manager or designee to execute a 3-year sole source maintenance service agreement, in a form approved by the City Attorney, with Altura Communications Solutions in the amount not to exceed \$95,258 for phone system subscription licensing and support for the period of January 1, 2025, through December 31, 2027.

\* \* \* \* \*

**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 25th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**MELISSA RHODES  
CITY CLERK OF THE CITY OF ANTIOCH**



PROPOSAL  
CITY OF ANTIOCH  
**City of Antioch Avaya Subscription Renewal**

VERSION	QUOTE #	DATE PREPARED	PREPARED FOR	PREPARED BY
1	43248.2	12/17/2024	Alan Barton Information Systems Director	Steve Hoffman (415) 235-6541 steve.hoffman@waterfield.com





# PROPOSAL

CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

## PROFESSIONAL SERVICES SOW

### License Activation

Altura will perform a remote license activation during regular business hours. If Customer’s Change Policy or system requirements require after hours license activation, then additional labor will be required.

Normal turnaround time for license activation will be 10 business days after the PO is provided to Altura. If licenses are required in less than 5 business days from receipt of the Customer PO, then an expedite fee of \$500 will be required.

Any additional services will be added via a Job Change Order.

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

City of Antioch Avaya Subscription Renewal

Prepared by:

Altura Communications Solutions  
Steve Hoffman  
(415) 235-6541  
steve.hoffman@waterfield.com

Prepared for:

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ANTIOCH, California 94531-5007  
Alan Barton  
(925) 779-6103  
abarton@antiochca.gov

Quote Information:

Quote #: 043248  
Version: 1  
Delivery Date: 12/17/2024  
Expiration Date: 12/31/2024

License Activation Fee

Description	Price	Qty	Ext. Price
WTPSO-43248 Subscription License Activation Service - Remote Conversion During Brief OT Event	\$2,405.00	1	\$2,405.00
Subtotal:			\$2,405.00

Avaya Subscription - 1/1/2025-12/31/2025

Description	Recurring	Qty	Ext. Recurring
5113339 CITY OF ANTIOCH, THIRD & H STREET, ANTIOCH, CA, US, 94509			
405418 UC CORE LIC FIXED SUBS ADJ LP	\$50.00	497	\$24,850.00
405416 UC BASIC LIC FIXED SUBS ADJ LP	\$34.00	25	\$850.00
403105 AVAYA SPACES BUSINESS USER SUB	\$0.00	597	\$0.00
403104 AVAYA SPACES ESSNTL USER SUB	\$0.00	30	\$0.00
51473889 CITY OF ANTIOCH, 300 L ST POLICE DEPT, ANTIOCH, CA, US, 94509			
293650 SA PREF AAVP R7 SNGL CPU EMBD 3YAN	\$67.00	1	\$67.00
293656 UPG ADV AAVP R7 SNGL CPU EMBD 3YAN	\$0.00	1	\$0.00
405418 UC CORE LIC FIXED SUBS ADJ LP	\$0.00	1	\$0.00
5138695 CITY OF ANTIOCH- COMMUNITY CENTER, 4703 LONE TREE WAY, ANTIOCH, CA, US, 94509			
293650 SA PREF AAVP R7 SNGL CPU EMBD 3YAN	\$67.00	1	\$67.00
293656 UPG ADV AAVP R7 SNGL CPU EMBD 3YAN	\$0.00	1	\$0.00
405418 UC CORE LIC FIXED SUBS ADJ LP	\$0.00	1	\$0.00

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Avaya Subscription - 1/1/2025-12/31/2025

Description		Recurring	Qty	Ext. Recurring
51473890 CITY OF ANTIOCH, 4701 LONE TREE WAYPREWITT WATER P, ANTIOCH, CA, US, 94531				
293650	SA PREF AAVP R7 SNGL CPU EMBD 3YAN	\$67.00	1	\$67.00
293656	UPG ADV AAVP R7 SNGL CPU EMBD 3YAN	\$0.00	1	\$0.00
405418	UC CORE LIC FIXED SUBS ADJ LP	\$0.00	1	\$0.00
Annual Subtotal:				\$25,901.00

Avaya SA 1 Year Term - 1/1/2025-12/31/2025

Description		Recurring	Qty	Ext. Recurring
Avaya is only offering a 1 year term on this support. Support will need to be renewed every year.				
5113339 CITY OF ANTIOCH, THIRD & H STREET, ANTIOCH, CA, US, 94509				
230224	SA ON-SITE 24X7 CM LG GTWY 3YAN	\$1,457.00	2	\$2,914.00
241746	SA PREF CCR5 ELITE AGT 1-100 1YPP	\$124.00	6	\$744.00
241766	SA PREF CCR5 ELITE AGT 251+ 1YPP	\$124.00	6	\$744.00
249221	UPG ADV CCR5 ELITE AGT 1-100 1YPP	\$54.00	6	\$324.00
249231	UPG ADV CCR5 ELITE AGT 251+ 1YPP	\$54.00	6	\$324.00
Annual Subtotal:				\$5,050.00

Quote Summary

Description	Recurring	One-Time
License Activation Fee	\$0.00	\$2,405.00
Avaya Subscription - 1/1/2025-12/31/2025	\$25,901.00	\$0.00
Avaya Subscription - 1/1/2026-12/31/2026	\$25,901.00	\$0.00
Avaya Subscription - 1/1/2027-12/31/2027	\$25,901.00	\$0.00
Avaya SA 1 Year Term - 1/1/2025-12/31/2025	\$5,050.00	\$0.00
Total:	\$82,753.00	\$2,405.00
Project Total:		\$85,158.00

# PROPOSAL



CONSULTING

CONTACT CENTER

COLLABORATION

NETWORK

SECURITY

MANAGED SERVICES

## BILLING TERMS

### Avaya Subscription Terms

#### Avaya Subscription Termination Policy

The Customer may terminate a subscription in its entirety during the Subscription License Term upon thirty (30) days' written notice subject to termination fees equal to 50% of the remaining unpaid balance of the Subscription License Term.

#### Avaya Subscription Start Dates

Unless an earlier date is specified in an order, the Subscription License Term for the Subscription License(s) will commence and be chargeable as follows:

##### New System Builds:

- Term will commence on the first day of the second month following the order of the Subscription Licenses.

##### Conversions to Subscription:

- If the Subscription Licenses are replacing existing perpetual licenses being transitioned from an existing support order, the Subscription License Term starts on the start date specified on the Order.

##### Additions to Subscription terms in progress:

- Additional Subscription Licenses being added to an existing Subscription License Term are added to the Subscription Term effective on the earlier of the date stated on the order or the 1st day of the first month following Avaya's acceptance of the order for additional Subscription Licenses.
- Additional Subscription Licenses added to an existing Subscription License Term will coterminate with the original contract regardless of when in the term they are added to the contract.

#### Renewal of Coverage

Avaya OneCloud™ Subscription Licensing will automatically renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least \*30 days prior to the renewal date.

All Avaya OneCloud™ Subscription Orders receive the offer entitlements outlined in the Subscription License Supplement, the latest version of which is available for download at <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2012112916262543043>

#### Expansion Allowance:

Avaya Subscription includes a 20% expansion allowance which can be leveraged during the contract period without impact to the billing. Customers can also expand beyond the 20% allowance by ordering additional Avaya OneCloud™ Subscription licenses and co-terming to the existing contract expiration dates. Expansion allowance is supported in accordance with Avaya's Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>

#### Exceptions to 20% Stretch Allowance:

- 20% Stretch Allowance is not applied to BTSAPI, DMCC, and DMCC Full entitlements that carry over as part of a perpetual license conversion at no fee.
- 20% Stretch Allowance does not apply to system/server-based offers such as AES CVLAN, AES DLG, and Outbound Digital Channels (SMS/Email) as it's not practical to offer a fraction of a package's entitlement.
- 20% Stretch allowance does not apply to subscription conversions for product releases that are End of Sale for license additions.

### Maintenance Terms



# PROPOSAL


CONSULTING   CONTACT CENTER   COLLABORATION   NETWORK   SECURITY   MANAGED SERVICES

## BILLING TERMS


Maintenance and Managed Services charges shall be due and payable ANNUALLY IN ADVANCE

Coverage does not commence or continue until Waterfield has received payment. Changes in Equipment or Scope of Service will result in a change in price, to be mutually agreed to by signed addendum (Contract Change Notice). Payments made to Waterfield other than ACH will incur a fee.

### Altura Communications Solutions

DocuSigned by:  
Signature:   
A9D4E4D4143549E...  
Name: Sarah Feinberg  
Title: VP, Sales  
Date: 12/20/2024

### CITY OF ANTIOCH

Signature:   
Name: Jennifer Wilson  
Title: Network Administrator  
Date: 12/19/2024



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

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

**APPROVED BY:** Bessie Marie Scott, City Manager

**SUBJECT:** New Class Specification, Assigning Salary Ranges, Assigning the Classifications to the Confidential Bargaining Unit

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a Resolution approving the new class specification for Risk and Safety Specialist, assigning a salary range, and assigning the classification to the Confidential Bargaining Unit.

**FISCAL IMPACT**

The annual salary range (without benefits) for the Risk and Safety Specialist is \$83,988 - \$102,084. City Council has approved the funding of this position in the Loss Control Internal Service Fund for FY25. There will be salary savings of approximately \$63,000 as this is replacing the Risk Manager position.

**DISCUSSION**

The Human Resources Department is responsible for risk management functions, including workers' compensation, liability claims, safety programs, and compliance with state and federal regulations. After a thorough review of duties and assignments, staff has identified a need for a dedicated classification that focuses specifically on risk management tasks. This adjustment will allow for a more streamlined approach to handling risk-related responsibilities and improving overall departmental efficiency. The new classification will replace the former higher-level Risk Manager with a more specialized and efficient position.

The previous Risk Manager recently left the City, prompting the need for this change at this time. This transition allows the City to reassess and optimize risk management functions to better align with current needs and resources.

Additionally, the Municipal Pooling Authority (MPA) provides support in administering workers' compensation and offers resources for safety and employee wellness, which will complement the efforts of the new classification.

Currently, risk management responsibilities are distributed among multiple staff members within the Human Resources Department, which has resulted in inefficiencies and challenges in workload management. By creating a specialized classification, the City can:

1. Improve risk assessment and mitigation strategies.
2. Ensure timely and effective claims management.
3. Enhance compliance with safety regulations and policies.
4. Reduce financial liabilities through proactive risk management.
5. Provide dedicated oversight for workplace safety programs.
6. Coordinate with the MPA and utilize resources to enhance workplace safety and employee wellness initiatives.

The establishment of a dedicated risk management classification within the Human Resources Department will allow for a more focused approach to managing risk, improving operational efficiency, and reducing the City's overall liability exposure. Staff recommends approval of this proposal to enhance the City's risk management framework while replacing the previous Risk Manager position with a more efficient classification. The City will also benefit from continued collaboration with the MPA in administering workers' compensation and accessing safety and wellness resources.

The City has Met and Conferred with the Confidential Unit.

Please refer to Attachment A – Exhibit 1 for the Risk and Safety Specialist Class Specification.

## **ATTACHMENTS**

### **A. Resolution**

Exhibit 1 to Resolution – Risk and Safety Specialist Class Specification

**RESOLUTION NO. 2025/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A NEW CLASS SPECIFICATION FOR RISK AND SAFETY  
SPECIALIST, ASSIGNING A SALARY RANGE, AND ASSIGNING THE  
CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT**

**WHEREAS**, the City has an interest in the effective and efficient management of the classification plan;

**WHEREAS**, staff has determined that a New Classification of Risk and Safety Specialist is needed;

**WHEREAS**, for internal equity purposes the recommended salary range for the Risk and Safety Specialist Classification is \$6,999 - \$8,507 per month;

**WHEREAS**, the Confidential Bargaining Unit has reviewed and approved the Class Specification; and

**WHEREAS**, the Risk and Safety Specialist Class Specification will be assigned to the Confidential Bargaining Unit.

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

**Section 1.** That the Class Specification for the classification of Risk and Safety Specialist, attached hereto as "Exhibit 1"; be approved and added to the City of Antioch Employees' Classification System;

**Section 2.** That the Risk and Safety Specialist Classification be assigned a monthly salary range of \$6,999 - \$8,507; and

**Section 3.** That the Risk and Safety Specialist Classification be assigned to the Confidential Bargaining Unit.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of February, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**MELISSA RHODES  
CITY CLERK OF THE CITY OF ANTIOCH**

**RISK AND SAFETY SPECIALIST**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under general direction, performs a variety of technical and paraprofessional duties related to the development, implementation, and coordination of the City's safety, risk management, and employee wellness programs. Responsibilities include administering the City's Workplace Violence Prevention Program (WVPP), managing workers' compensation cases, coordinating and facilitating safety and wellness training, and ensuring compliance with federal and state regulations. This position also involves interpreting and applying City policies, procedures, and collective bargaining agreements to maintain compliance and mitigate risk.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Develop, organize, and implement safety and risk management programs.
2. Administer the City's workers' compensation program, including claims management and reporting.
3. Coordinate and facilitate safety training programs for employees.
4. Ensure compliance with federal, state, and local regulations related to workplace safety and risk management.
5. Interpret and apply City policies, procedures, and collective bargaining agreements.
6. Conduct safety audits, inspections, and risk assessments to identify potential hazards and recommend corrective actions.
7. Maintain accurate records and reports related to safety incidents, training, and compliance.
8. Collaborate with departments to promote a culture of workplace safety.
9. Develop and implement employee wellness initiatives to promote physical, mental, and emotional well-being.
10. Coordinate wellness activities such as health screenings, fitness challenges, stress management workshops, and nutrition programs.
11. Promote employee engagement in wellness initiatives through effective communication and outreach.
12. Perform other duties as assigned.

## **QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

### **Knowledge of:**

- Federal, state, and local laws, regulations, and standards related to occupational health, workplace safety, risk management, and workers' compensation (e.g., OSHA, Cal/OSHA, ADA, FMLA, WVPP, IIPP).
- Principles and practices of safety program development, risk assessment, and loss prevention strategies.
- Workers' compensation claims administration, including reporting, investigations, and return-to-work programs.
- Employee wellness program development, including health promotion strategies, mental health resources, and ergonomic best practices.
- Methods for conducting safety audits, accident investigations, and workplace hazard and violence assessments.
- City policies, procedures, collective bargaining agreements, and labor laws as they relate to safety, risk management, and employee wellness.
- Emergency response planning and business continuity strategies.
- Best practices for promoting a positive safety culture and employee engagement in wellness initiatives.
- Data analysis and reporting techniques for tracking safety incidents, wellness program participation, and compliance metrics.

### **Ability to:**

- Interpret, apply, and ensure compliance with workplace safety, risk management, and employee wellness regulations.
- Develop, implement, and evaluate safety, risk management, and wellness programs to meet organizational needs.
- Conduct workplace safety inspections, risk assessments, and accident investigations, and recommend corrective actions.
- Coordinate and deliver effective training sessions on safety protocols, risk mitigation, and wellness initiatives.
- Investigate and manage workers' compensation claims, maintaining accurate records and ensuring timely resolution.
- Develop and maintain strong partnerships with internal departments, external agencies, and wellness providers.
- Communicate effectively, both verbally and in writing, with employees at all levels, management, and external stakeholders.
- Analyze data, generate reports, and make data-driven recommendations for continuous improvement.
- Handle sensitive information with discretion and maintain confidentiality.
- Promote a culture of workplace safety, health, and well-being through leadership, communication, and engagement strategies.
- Prioritize and manage multiple projects effectively, meeting deadlines in a fast-paced environment.
- Communicate clearly and concisely, both orally and in writing.

### **Education and Experience Guidelines**

#### **Education/Training:**

Equivalent to completion of the twelfth grade supplemented by college level course work in public or business administration, risk management, human resources management, occupational health and safety, industrial hygiene, environmental health, or related field. Professional certifications in the related field are highly desirable.

#### **Experience:**

Five years of increasingly responsible experience safety program administration, risk management, workers' compensation, and/or employee wellness program coordination, or a related field. Experience with a public sector employer is highly desirable.

#### **License or Certificate:**

Possession of an appropriate, valid driver's license. An out-of-state valid Motor Vehicle Operator's License will be accepted during the application process, but a valid California license must be obtained within six (6) months of appointment to the position.

### **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed in a standard office environment and at indoor and outdoor facilities with travel to different locations; incumbents may be exposed to inclement weather conditions and may have some contact with chemical agents or hazard materials, and/or walk on various types of surfaces including slippery or uneven surfaces; extensive public contact; incumbents may be required to work extended hours including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: February 2025

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short-term basis in order to provide job enrichment opportunities or to address emergency situations.


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Andrew Little, Consulting Project Manager (Interwest)

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

**SUBJECT:** Resolution to Summarily Vacate Surplus Portions of Water Line Easement and Authorize the City Manager to Execute Any Additional Documents to Quitclaim to the Underlying Fee Owner and Resolution to Authorize the City Manager to Accept Additional Water Line Easements for the Chick-fil-A Project at 5705 Lone Tree Way P.W. 723

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**RECOMMENDED ACTION**

It is recommended that the City Council:

1. Adopt a resolution to summarily vacate surplus portions of a water main line easement and quitclaim any interest to the underlying fee owner; and
2. Adopt a resolution authorizing the City Manager or designee to accept new easements for a relocated water main line.

**FISCAL IMPACT**

There is no cost to the City for the abandonment of portions of the existing water line easement and creation of new water line easements as the Developer will pay for staff costs to process the required documents.

**DISCUSSION**

On November 20, 2003, Record Document No. 2003-0567104 was recorded at the Contra Costa County Recorder's Office, granting a water line easement to the City of Antioch from the Center of Slatten Ranch, LLC, over and across Lots 1 and 2 of Parcel Map 188-50.

Since the recording of these documents, a new Developer, Chick-fil-A, has requested re-alignment of the existing public water main, abandon portions of the existing water line easement (Staff Report Attachment "B", Record Document No. 2003-0567104) and grant to the City new water line easements for the re-aligned City water line.

Under certain conditions, the City Council may summarily vacate excess street, highway right-of-way, or public service easement pursuant to California Streets and Highways Code sections 8333 and 8335 by adopting a resolution of vacation. Under California Streets and Highways Code section 8333, subdivision (c), those conditions include circumstances when the easement has been superseded by relocation or determined to be excess by the easement holder. Because the easement holder relocated the facilities to the east side of their building due to utility conflicts on the west side where the original facilities were located, staff has determined the easement to be superseded by relocation and excess. The original facilities which were relocated are no longer active and abandoned.

A public hearing is not required for summary vacations pursuant to California Streets & Highway Code sections 8335 and 8336. The summary vacation shall be made pursuant to California Streets and Highways Code section 8335 and shall include the name or other description. The description of the portion to be vacated may be by a precise map. At this time, staff recommends that the City Council summarily vacate the surplus portions of the existing easement and authorize the City Manager to execute any additional documents necessary to vacate and quitclaim any interest to the underlying fee owner and accept the dedication of a new easement for water line purposes. Upon recordation, the street, highway, or public service easement vacated shall no longer constitute a street, highway, or public service easement (California Streets & Highways Code sections 8335(b)(4) & 8336).

The existing 8-inch water line and easement are located on the west side of the building. A new transformer and primary and secondary power supplies to a new main distribution panel have been installed on the west side of the building. A new storm drain line has been constructed on the west side of the building to drain new landscape on the south side of the building to meet new storm water requirements. A new gas supply and meter are also installed on the west side of the building.

To minimize utility conflicts and provide easier future maintenance of all utilities the new water line and easement have been relocated to the east side of the building.

No options are provided as the realignment of the original easement is needed to construct the project.

### **ATTACHMENTS**

- A. Vicinity Map
- B. O.R. No. 2003-0567104
- C. Resolution to Summarily Vacate Existing Water Line Easement
- D. Slatten Ranch Water Line Easement Quitclaim
- E. Resolution to Accept New Water Line Easement
- F. Slatten Ranch Water Line Easement
- G. Certificate of Acceptance



# ATTACHMENT "A"

## VICINITY MAP



**ATTACHMENT "B"**

**O.R. NO. 2003-0567104**

RECORDING REQUESTED BY:  
Fidelity National Title Company  
Escrow No.  
Title Order No. 1714564

When Recorded Mail Document  
And Tax Statement To:

Regency Centers Corporation  
Attn: Chad Braithwaite  
555 S Flower Street, Suite 3500  
Los Angeles, CA 90071



CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2003-0567104-00**

Acct 4- Fidelity National Title  
Thursday, NOV 20, 2003 08:00:00  
FRE \$0.00::

Ttl Pd \$0.00

Nbr-0001865023  
dar/R2/1-7

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## EASEMENT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$0.00 City Transfer Tax is \$0.00

- ☐ computed on full value of property conveyed, or  
☐ computed on full value less value of liens or encumbrances remaining at time of sale,  
☐ Unincorporated Area City of Antioch

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** The Center at Slatten Ranch LLC, a Delaware limited liability company

hereby **GRANT(S)** to the City of Antioch

the following described real property in the City of Antioch  
County of Contra Costa, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Center at Slatten Ranch, LLC, a Delaware limited liability company

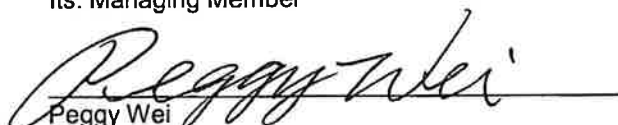
By:

Regency Realty Group, Inc., a Florida corporation  
Its: Managing Member

DATED: October 14, 2003

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

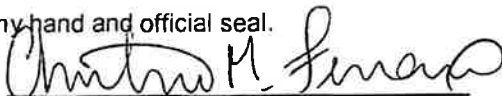
ON November 14 2003 before me,  
Christina Ferraro personally appeared  
Peggy Wei

  
Peggy Wei  
Its: Vice President

personally known to me (or 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.

Witness my hand and official seal.

Signature





**EXHIBIT "A"**

An easement for water line purposes across a portion of Lot 1, as described in that certain Lot Line Adjustment filed for record December 13, 2002, Document No. 2002-0478226-00, Contra Costa County records, in the City of Antioch, County of Contra Costa, State of California, lying within a portion of Section 3, Township 1 North, Range 2 East, Mount Diablo Base and Meridian.

**Strip No. 1**

A strip of land, 10.00 feet wide, the centerline of which is described as follows:

COMMENCING at the most westerly corner of Lot 2 as described in first said Lot Line Adjustment, also being a point on the easterly line of said Lot 1; thence from said POINT OF COMMENCEMENT, along said boundary of said Lot 2, South 61°29'27" East, 5.31 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING, South 28°27'14" West, 60.62 feet to a point hereinafter referred to as Point "A"; thence continuing, South 28°27'14" West, 341.65 feet to a point hereinafter referred to as Point "B"; thence continuing, South 28°27'14" West, 13.62 feet; thence, North 61°29'27" West, 157.75 feet to a point hereinafter referred to as Point "C"; thence continuing, North 61°29'27" West, 91.76 feet to a point hereinafter referred to as Point "D"; thence continuing, along an arc of a non-tangent curve concave to the southeast from a radial bearing South 65°52'00" East, having a radius of 1024.08 feet, a central angle of 01°13'05", an arc length of 21.77 feet and a chord bearing South 23°31'28" West, 21.77 feet to a point hereinafter referred to as Point "E"; thence continuing, along an arc of a non-tangent curve concave to the southeast from a radial bearing South 67°05'05" East, having a radius of 1024.08 feet, a central angle of 06°39'52", an arc length of 119.12 feet and a chord bearing South 19°35'00" West, 119.05 feet; thence, South 27°54'21" East, 89.83 feet; thence, South 88°58'23" East, 71.10 feet; thence, North 89°58'46" East, 30.32 feet to the terminus of this easement.

**Strip No. 2**

A strip of land, 10.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "A"; thence from said POINT OF BEGINNING, South 61°32'46" East, 19.88 feet to the terminus of this easement.

**Strip No. 3**

A strip of land, 10.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "B"; thence from said POINT OF BEGINNING, South 61°32'46" East, 13.18 feet to the terminus of this easement.

**Strip No. 4**

A strip of land, 16.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "C"; thence from said POINT OF BEGINNING, South 27°22'44" West, 54.54 feet to the terminus of this easement.

**Strip No. 5**

A strip of land, 10.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "E"; thence from said POINT OF BEGINNING, South 67°05'05" East, 7.73 feet to the terminus of this easement.

**Strip No. 6**

A strip of land, 10.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "D"; thence from said POINT OF BEGINNING, along an arc of a non-tangent curve concave to the southeast from a radial bearing South 65°52'00" East, having a radius of 1024.08 feet, a central angle of 06°13'39", an arc length of 111.31 feet and a chord bearing North 27°14'50" East, 111.25 feet; thence, North 30°21'44" East, 22.38 feet; thence, North 33°44'07" East, 35.51 feet to a point hereinafter referred to as Point "F"; thence continuing, North 33°44'07" East, 43.86 feet to a point hereinafter referred to as Point "G"; thence continuing, North 33°44'07" East, 84.14 feet to a point hereinafter referred to as Point "H"; thence continuing, North 33°44'07" East, 47.07 feet; thence, North 36°52'18" East, 80.13 feet to a point hereinafter referred to as Point "I"; thence continuing, North 36°52'18" East, 54.29 feet; thence, North 25°30'55" East, 20.88 feet to a point hereinafter referred to as Point "J"; thence continuing, North 25°30'55" East, 79.07 feet; thence, North 53°57'55" East, 38.13 feet to a point hereinafter referred to as Point "K"; thence continuing, North 53°57'55" East, 41.27 feet to a point hereinafter referred to as Point "L"; thence continuing, North 53°57'55" East, 31.64 feet to a point hereinafter referred to as Point "M"; thence continuing, North 53°57'55" East, 171.58 feet; thence, North 28°12'40" East, 38.19 feet to the northerly line of said Lot 1, also being a point on the easterly line of C.C.W.D. Parcel as described in that certain deed recorded in Series No. 95-112548, Contra Costa County Records and the terminus of this easement. The sideline of the herein described easement to be lengthened or shortened to meet the northerly line of said Lot 1.

**Strip No. 7**

A strip of land, 28.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "F"; thence from said POINT OF BEGINNING, South 59°16'29" East, 38.84 feet to the terminus of this easement.

**Strip No. 8**

A strip of land, 22.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "G"; thence from said POINT OF BEGINNING, South 59°16'29" East, 23.58 feet to the terminus of this easement.

**Strip No. 9**

A strip of land, 10.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "H"; thence from said POINT OF BEGINNING, South 56°15'53" East, 11.48 feet to the terminus of this easement.

**Strip No. 10**

A strip of land, 26.50 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "I"; thence from said POINT OF BEGINNING, South 56°10'57" East, 26.16 feet to the terminus of this easement.

**Strip No. 11**

A strip of land, 30.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "J"; thence from said POINT OF BEGINNING, South 61°29'28" East, 14.74 feet to the terminus of this easement.

**Strip No. 12**

A strip of land, 10.00 feet wide, the centerline of which is described as follows:

BEGINNING at aforementioned Point "K"; thence from said POINT OF BEGINNING, South 36°02'05" East, 57.50 feet to the terminus of this easement.

**Strip No. 13**

A variable-width strip of land, the boundary of which is described as follows:

COMMENCING at aforementioned Point "L"; thence from said POINT OF COMMENCEMENT, at right angles from said centerline, South 36°02'05" East, 5.00 feet to the POINT OF BEGINNING; thence, South 36°02'05" East, 30.64 feet; thence, South 61°29'26" East, 4.10 feet; thence, North 28°44'23" East, 11.51 feet; thence, South 61°29'26" East, 11.32 feet; thence, North 28°30'34" East, 7.75 feet; thence, North 61°29'26" West, 21.03 feet; thence, North 36°02'05" West, 17.34 feet; thence, South 53°57'55" West, 15.00 feet to the POINT OF BEGINNING and the terminus of this easement.

**Strip No. 14**

A variable-width strip of land, the boundary of which is described as follows:

COMMENCING at aforementioned Point "M"; thence from said POINT OF COMMENCEMENT, at right angles from said centerline, South 36°02'05" East, 5.00 feet to the POINT OF BEGINNING; thence, South 36°02'05" East, 30.62 feet; thence, South 62°51'09" East, 13.90 feet; thence, North 28°30'33" East, 41.99 feet; thence, North 61°29'27" West, 10.00 feet; thence, South 28°30'33" West, 4.57 feet; thence, South 53°57'55" West, 20.77 feet; thence, North 36°02'05" West, 17.91 feet; thence, South 53°57'55" West, 15.00 feet to the POINT OF BEGINNING and the terminus of this easement.



11-13-03

# CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA
C1	1024.08'	21.77'	21.77'	S23°31'28"W	01°13'05"
C2	1024.08'	119.12'	119.05'	S19°35'00"W	06°39'52"
C3	1024.08'	111.31'	111.25'	N27°14'50"E	06°13'39"

## LINE TABLE

LINE	LENGTH	BEARING
L28	4.57'	S28°30'33"W
L29	20.77'	S53°57'55"W
L30	17.91'	N36°02'05"W
L31	15.00'	S53°57'55"W
L32	5.00'	S36°02'05"E

LINE	LENGTH	BEARING
L1	13.18'	S61°32'46"E
L2	13.62'	S28°27'14"W
L3	7.73'	S67°05'05"E(R)
L4	22.38'	N30°21'44"E
L5	35.51'	N33°44'07"E
L6	38.84'	S59°16'29"E
L7	43.86'	N33°44'07"E
L8	23.58'	S59°16'29"E
L9	47.07'	N33°44'07"E
L10	54.29'	N36°52'18"E
L11	20.88'	N25°30'55"E
L12	79.07'	N25°30'55"E
L13	38.13'	N53°57'55"E
L14	41.27'	N53°57'55"E
L15	31.64'	N53°57'55"E
L16	30.64'	S36°02'05"E
L17	4.10'	S61°29'26"E
L18	11.51'	N28°44'23"E
L19	11.32'	S61°29'26"E
L20	7.75'	N28°30'34"E
L21	21.03'	N61°29'26"W
L22	17.34'	N36°02'05"W
L23	15.00'	S53°57'55"W
L24	30.62'	S36°02'05"E
L25	13.90'	S62°51'09"E
L26	41.99'	N28°30'33"E
L27	10.00'	N61°29'27"W

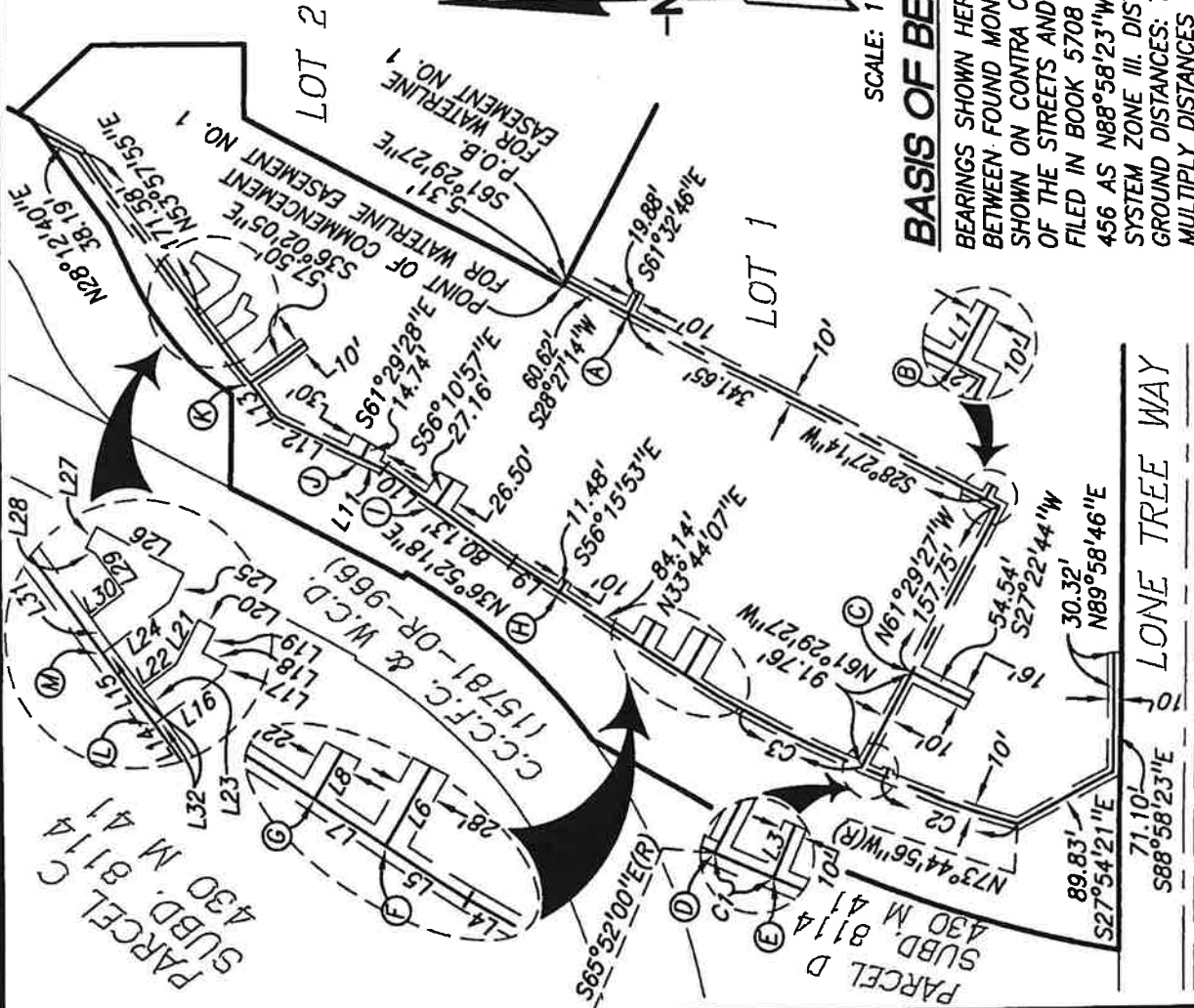
EXHIBIT "B"

BY: S.C.U.  
DATE: 6/30/03  
SHEET: 1 OF 1  
FILE: 00-074 (EASEMENTS)  
WATER LOT - L. LONG

WATER LINE EASEMENTS OVER AND ACROSS  
LOT 1, DOC. NO. 2002-0478226, C.C.Co.R.  
ANTIOCH, CALIFORNIA

MCR Engineering, Inc.  
PLANNING • ENGINEERING • SURVEYING  
322 8th West Place  
Antioch, California 94507  
(925) 239-0229

MCR Engineering, Inc.  
PLANNING • ENGINEERING • SURVEYING  
322 8th West Place  
Antioch, California 94507  
(925) 239-0229



### BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED UPON THE LINE BETWEEN FOUND MONUMENTS ON LONE TREE WAY SHOWN ON CONTRA COSTA COUNTY PRECISE SECTION OF THE STREETS AND HIGHWAYS PLANS NO. 6971 FILED IN BOOK 5708 OF OFFICIAL RECORDS AT PAGE 456 AS N88°58'23"W, CALIFORNIA COORDINATE SYSTEM ZONE III. DISTANCES SHOWN HEREON ARE GROUND DISTANCES; TO OBTAIN GRID DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.9999300



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Easement Deed dated October 14, 2003 from **THE CENTER AT SLATTEN RANCH LLC**, a Delaware limited liability company, to the **CITY OF ANTIOCH**, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Antioch City Council pursuant to authority conferred by Resolution of the Antioch City Council adopted on May 10, 1983, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: November 18, 2003

  
 WILLIAM R. GALSTAN  
 City Attorney

ACKNOWLEDGMENT

STATE OF CALIFORNIA           )  
 COUNTY OF CONTRA COSTA    )<sup>ss</sup>  
 CITY OF ANTIOCH               )

Acknowledgment by Public Entity  
 (C.C. § 1181, 1184)

On November 18, 2003, before me, L. Jolene Martin, Antioch City Clerk, personally appeared William R. Galstan, personally known to me (or 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.

WITNESS my hand and official seal.

  
 L. JOLENE MARTIN, CMC  
 Antioch City Clerk

**END OF DOCUMENT**

**ATTACHMENT “C”**

**RESOLUTION NO. 2025/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO  
SUMMARILY VACATE SURPLUS PORTIONS OF WATER LINE EASEMENT  
AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY ADDITIONAL  
DOCUMENTS TO QUITCLAIM TO THE UNDERLYING FEE OWNER FOR THE  
CHICK-FIL-A PROJECT AT 5705 LONE TREE WAY (P.W. 723)**

**WHEREAS**, a public water line easement was dedicated to the City of Antioch over and across Lot 1 as shown in Record Document 2003-0567104 (now portions of Lots 1 and 2 as shown in Parcel Map 188-50);

**WHEREAS**, the public water line will be relocated making portions of the existing water line easement no longer needed;

**WHEREAS**, the City Council may summarily vacate excess public service easement pursuant to the authority provided by California Streets and Highway Code §§8330 et seq.;

**WHEREAS**, this vacation is made pursuant to California Streets and Highways Code §§8330 et seq.; and

**WHEREAS**, description of the vacation is to be shown by a precise description as being shown by Exhibit “A” of the Slatten Ranch Water Line Easement (the Slatten Ranch Water Line Easement is Attachment “F” of the Staff Report) and by a precise map shown on Exhibit “B” of the Slatten Ranch Water Line Easement (the Slatten Ranch Water Line Easement is Attachment “F” of the Staff Report), pursuant to California Streets and Highways Code §8335.

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

1. Summarily vacates surplus portions of existing water line easement reserved for utility purposes (Exhibits “A” and “B” of the Slatten Ranch Water Line Easement which is Attachment “F” of the Staff Report) finding that such easement has been superseded by relocation and there are no other public facilities located within the easement; and
2. From and after the date the resolution is recorded the public service easement vacated shall no longer constitute a public service easement (California Streets and Highways Code §8335(b)(4) & §8336); and

**RESOLUTION NO. 2025/xxx**

February 25, 2025

Page 2

3. The City Manager is authorized to execute any additional documents necessary to vacate and quitclaim the relocated portion of easement for waterline purposes as shown by a precise description as being shown by Exhibit "A" of the Slatten Ranch Water Line Easement (the Slatten Ranch Water Line Easement is Attachment "F" of the Staff Report) and by a precise map shown being shown on Exhibit "B" of the Slatten Ranch Water Line Easement (the Slatten Ranch Water Line Easement is Attachment "F" of the Staff Report).

\* \* \* \* \*

**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 25<sup>th</sup> day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**MELISSA RHODES**  
**CITY CLERK OF THE CITY OF ANTIOCH**

**ATTACHMENT "D"**

**WHEN RECORDED MAIL TO:**

Chick-fil-A, Inc.  
Attn: Legal Department – Real Estate (Site #05122)  
5200 Buffington Road  
Atlanta, Georgia 30349-2998

**MAIL CONFORMED COPY STAMPED AT RECORDING TO:**

City of Antioch, Public Works Department  
Attn: Scott Bunting  
200 H Street  
P.O. Box 5007  
Antioch, CA 94531-5007

APNs: 056-340-001-9 and 056-340-002-7

---

**QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF ANTIOCH, a municipal corporation

do(es) hereby REMISE, RELEASE, AND FOREVER QUITCLAIM TO

LRG 5705 LONE TREE WAY LLC, a California limited liability company;  
LEE KRAEMER FAMILY LLC, a California limited liability company;  
ALDER CREEK SLATTEN LLC, a California limited liability company; and  
5471 VICENTE PARTNERS, a California limited partnership;

and

CAMDEN VILLAGE LLC, a California limited liability company

all rights, title, and interest previously conveyed to it pursuant to that certain Easement Deed dated October 14, 2003, recorded November 20, 2003, as Instrument No. 2003-0567104-00, over the real property in the City of Antioch, County of Contra Costa, State of California, described as set out on Exhibits "A" and "B" attached hereto.

Dated \_\_\_\_\_

\_\_\_\_\_  
Bessie Marie Scott, City Manager  
City of Antioch

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Contra Costa )

On \_\_\_\_\_, before me, \_\_\_\_\_, a 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 \_\_\_\_\_

## EXHIBIT "A"

REAL PROPERTY OWNED BY LRG 5705 LONE TREE WAY LLC, LEE KRAEMER FAMILY LLC,  
ALDER CREEK SLATTEN LLC, AND 5471 VICENTE PARTNERS

LOT 1 AS SHOWN UPON THAT CERTAIN MAP OF MS 357-303-03, FILED DECEMBER 5, 2003,  
BOOK 188 PARCEL MAPS, PAGE 50 THROUGH 56, INCLUSIVE, CONTRA COSTA COUNTY  
RECORDS.

EXCEPTING THEREFROM:

- 1) MINERAL RIGHTS RESERVED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, RECORDED NOVEMBER 19, 1938, BOOK 472, OFFICIAL RECORDS, PAGE 234. A PORTION OF THE SURFACE RIGHTS TO A DEPTH OF 500' HAVE BEEN QUITCLAIMED BY INSTRUMENT RECORDED AUGUST 22, 1989, IN BOOK 15284, PAGE 323, OFFICIAL RECORDS.
- 2) MINERAL RIGHTS RESERVED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, RECORDED APRIL 10, 1942, BOOK 666, OFFICIAL RECORDS, PAGE 431. A PORTION OF THE SURFACE RIGHTS TO A DEPTH OF 500' HAVE BEEN QUITCLAIMED BY INSTRUMENT RECORDED AUGUST 22, 1989, IN BOOK 15284, PAGE 331, OFFICIAL RECORDS.
- 3) MINERAL RIGHTS RESERVED IN THE DEED FROM THOMAS P. NAPOLITANO AND ROSA NAPOLITANO, HIS WIFE TO RONALD E. NUNN, RECORDED JUNE 30, 1982, BOOK 10834, PAGE 488, MODIFIED BY INSTRUMENT RECORDED JANUARY 3, 1990, BOOK 1 5578, PAGE 855, OFFICIAL RECORDS, AS FOLLOWS:

"EXCEPTING UNTO EACH OF THE GRANTORS HEREIN AN UNDIVIDED 1/2 (ONE-HALF) INTEREST IN AND TO: ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF, INCLUDING ALL RIGHT, TITLE AND INTEREST IN AN TO ALL EXISTING OIL AND GAS LEASES AND ANY POOLING RIGHTS THEREUNDER AS EVIDENCE OF PUBLIC RECORD BY THAT CERTAIN DECLARATION OF POOLING RECORDED AUGUST 1 5, 1 968, BOOK 5689, PAGE 284, OFFICIAL RECORDS OF CONTRA COSTA COUNTY (TOGETHER WITH ANY UNITIZATION THEREUNDER) FOR A PERIOD FROM THE DATE OF RECORDATION OF THE DEED HEREIN THROUGH AND INCLUDING JUNE 30, 1992, ON JULY 1, 1992, ALL MINERAL RIGHTS RESERVED BY GRANTORS SHALL AUTOMATICALLY VEST IN THE FEE OWNERS OF THE PARCEL WITHOUT THE REQUIREMENT OF ANY FURTHER CONVEYANCE. THIS RESERVATION IS FOR THE BENEFIT OF GRANTORS AND DOES NOT INCLUDE SURFACE ENTRY RIGHTS TO GRANTORS SPECIFICALLY."

- 4) THE MINERAL RIGHTS RESERVED IN THE DEED FROM ROSE NAPOLITANO AND FRANCESCA LEWIS, RECORDED MAY 22, 1 984, IN BOOK 11 800, PAGE 352, MODIFIED BY INSTRUMENT RECORDED JANUARY 3, 1990, BOOK 15578, PAGE 855, OFFICIAL RECORDS, AS FOLLOWS: "RESERVING UNTO THE GRANTOR: ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS NOW OR HEREAFTER FOUND SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF,

BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF."

## **EXHIBIT "B"**

### **REAL PROPERTY OWNED BY CAMDEN VILLAGE LLC**

**LOTS 2, 3, 5 MAP OF MS 357-303-03, FILED DECEMBER 5, 2003, BOOK 188 PARCEL MAPS, PAGES 50 THROUGH 56, INCLUSIVE, CONTRA COSTA COUNTY RECORDS EXCEPTING FROM THAT PORTION LYING WITHIN PARCELS E AND F OF TRACT 8114:**

**1) MINERAL RIGHTS RESERVED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, RECORDED NOVEMBER 15, 1938, BOOK 472, OFFICIAL RECORDS, PAGE 234. A PORTION OF THE SURFACE RIGHTS TO A DEPTH OF 500' HAVE BEEN QUITCLAIMED BY INSTRUMENT RECORDED AUGUST 22, 1989, BOOK 15284, PAGE 323, OFFICIAL RECORDS.**

**2) MINERAL RIGHTS RESERVED IN THE DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, RECORDED APRIL 10, 1942, BOOK 666, OFFICIAL RECORDS, PAGE 431. A PORTION OF THE SURFACE RIGHTS TO A DEPTH OF 500' HAVE BEEN QUITCLAIMED BY INSTRUMENT RECORDED AUGUST 22, 1989, BOOK 15284, PAGE 331, OFFICIAL RECORDS.**

**3) MINERAL RIGHTS RESERVED IN THE DEED FROM THOMAS P. NAPOLITANO AND ROSE NAPOLITANO, HIS WIFE TO RONALD E. NUNN, RECORDED JUNE 30, 1982, BOOK 10834, PAGE 488, MODIFIED BY INSTRUMENT RECORDED JANUARY 3, 1990, BOOK 15578, PAGE 855, OFFICIAL RECORDS, AS FOLLOWS:**

**"RESERVING UNTO EACH OF THE GRANTORS HEREIN AN UNDIVIDED 1/2 (ONE-HALF) INTEREST IN AND TO: ALL OIL, GAS, CASINGHEAD, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF, INCLUDING ALL RIGHT, TITLE AND INTEREST IN AND TO ALL EXISTING OIL AND GAS LEASES AND ANY POOLING RIGHTS THEREUNDER AS EVIDENCE OF PUBLIC RECORD BY THAT CERTAIN DECLARATION OF POOLING RECORDED AUGUST 15, 1968, BOOK 5689, PAGE 284, OFFICIAL RECORDS OF CONTRA COSTA COUNTY (TOGETHER WITH ANY UNITIZATION THEREUNDER) FOR A PERIOD FROM THE DATE OF RECORDATION OF THE DEED HEREIN THROUGH AND INCLUDING JUNE 30, 1992, ON JULY 1, 1992, ALL MINERAL RIGHTS RESERVED BY GRANTORS SHALL AUTOMATICALLY VEST IN THE FEE OWNERS OF THE PARCEL WITHOUT THE REQUIREMENT OF ANY FURTHER CONVEYANCE. THIS RESERVATION IS FOR THE BENEFIT OF GRANTORS AND DOES NOT INCLUDE SURFACE ENTRY RIGHTS TO GRANTORS SPECIFICALLY."**

**4) THE MINERAL RIGHTS RESERVED IN THE DEED FROM ROSE NAPOLITANO AND FRANCESCA LEWIS, RECORDED MAY 22, 1984, IN BOOK 11800, PAGE 352 MODIFIED BY INSTRUMENT RECORDED JANUARY 3, 1990, BOOK 15578, PAGE 855, OFFICIAL RECORDS, AS FOLLOWS:**

**"RESERVING UNTO THE GRANTOR: ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS NOW OR HEREAFTER FOUND SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF, BUT WITHOUT ANY RIGHTS WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF."**

**EXCEPTING FROM THAT PORTION LYING WITHIN THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED IN BOOK 6822, OFFICIAL RECORDS, PAGE 274:**

**MINERAL RIGHTS AS RESERVED IN THE DEED FROM JOHN C. SLATTEN, ET AL, RECORDED JULY 17, 2002, SERIES NO. 2002-247648, OFFICIAL RECORDS, AND RERECORDED AUGUST 13, 2003, SERIES NO. 2003-396794, AS FOLLOWS:**

**ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF, INCLUDING THE RIGHT TO GRANT LEASES FOR ALL OR ANY OF SAID PURPOSES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR ANY PORTION THEREOF WITHIN FIVE HUNDRED FEET (500') VERTICAL DISTANCE BELOW THE SURFACE THEREOF."**



**ATTACHMENT “E”**

**RESOLUTION NO. 2025/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN  
DOCUMENTS TO ACCEPT EASEMENTS FOR A RELOCATED WATER LINE  
AT 5705 LONE TREE WAY (P.W. 723)**

**WHEREAS**, portions of the existing Water Line are being relocated to accommodate a new development at the Slatten Ranch Center located at 5705 Lone Tree Way;

**WHEREAS**, portions of the existing water main line easement are being abandoned;

**WHEREAS**, the City Attorney has reviewed the Grants of Easements and determined that it is appropriate for the City to accept the Grants of Easements; and

**WHEREAS**, a new alignment for a portion of the existing water line easement is needed.

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

1. Accepts the easements for the realigned Water Line shown by a precise description as being shown on Exhibit “A” of the Slatten Ranch Water Line Easement and by a precise map as being shown on Exhibit “B” of the Slatten Ranch Water Line Easement (the Slatten Ranch Water Line Easement is Attachment “F” of the Staff Report) and authorizes the City Manager to sign the Certificate of Acceptance for said grant of easements and execute any additional documents necessary to accept the easements by the City of Antioch.

\* \* \* \* \*

**RESOLUTION NO. 2025/xxx**

February 25, 2025

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 25<sup>th</sup> day of February 25, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

---

**MELISSA RHODES**  
**CITY CLERK OF THE CITY OF ANTIOCH**

**ATTACHMENT "F" SLATTEN RANCH WATER LINE EASEMENT**

**EXHIBIT "A"  
WATER LINE EASEMENT  
SLATTEN RANCH PARCEL MAP  
MINOR SUBDIVISION 357-303-03  
LEGAL DESCRIPTION**

BEING STRIPS OF LAND LYING WITHIN PORTIONS OF LOTS 1 AND 2 OF THAT CERTAIN MAP ENTITLED "SLATTEN RANCH PARCEL MAP MINOR SUBDIVISION 357-303-03" IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, FILED IN BOOK 188 OF PARCEL MAPS, AT PAGES 50 THROUGH 56, INCLUSIVE, CONTRA COSTA COUNTY RECORDS, SAID STRIPS BEING DESCRIBED AS FOLLOWS:

**STRIP NO. 1**

A 10.00-FOOT-WIDE STRIP OF LAND, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE CENTERLINE OF STRIP NO. 1 OF THAT CERTAIN WATER LINE EASEMENT TO THE CITY OF ANTIOCH PER A DEED RECORDED NOVEMBER 20, 2003, AS DOCUMENT NO. 2003-0567104-00, OFFICIAL RECORDS OF SAID COUNTY, SAID COURSE HAVING A BEARING AND DISTANCE OF "NORTH 61°29'27" WEST 91.76 FEET";

THENCE ALONG SAID CENTERLINE SOUTH 61°29'27" 13.20 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID CENTERLINE AT RIGHT ANGLES, NORTH 28°30'33" EAST 22.34 FEET TO A **POINT OF ENDING**.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN STRIP NO. 1 OF SAID WATER LINE EASEMENT.

THE ABOVE-DESCRIBED STRIP CONTAINS 173 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"  
WATER LINE EASEMENT  
SLATTEN RANCH PARCEL MAP  
MINOR SUBDIVISION 357-303-03  
LEGAL DESCRIPTION

STRIP NO. 2

A 15.00-FOOT-WIDE STRIP OF LAND, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE CENTERLINE OF STRIP NO. 1 OF THAT CERTAIN WATER LINE EASEMENT TO THE CITY OF ANTIOCH PER A DEED RECORDED NOVEMBER 20, 2003, AS DOCUMENT NO. 2003-0567104-00, OFFICIAL RECORDS OF SAID COUNTY, SAID COURSE HAVING A BEARING AND DISTANCE OF "NORTH 61°29'27" WEST 157.15 FEET";

THENCE ALONG SAID CENTERLINE, NORTH 61°29'27" WEST 97.46 FEET TO THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID CENTERLINE AT RIGHT ANGLES, SOUTH 28°30'33" WEST 26.33 FEET TO A **POINT OF ENDING**.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN STRIP NO. 1 OF SAID WATER LINE EASEMENT.

THE ABOVE-DESCRIBED STRIP CONTAINS 320 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"  
WATER LINE EASEMENT  
SLATTEN RANCH PARCEL MAP  
MINOR SUBDIVISION 357-303-03  
LEGAL DESCRIPTION

STRIP NO. 3

A 10.00-FOOT-WIDE STRIP OF LAND, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE CENTERLINE OF STRIP NO. 1 OF THAT CERTAIN WATER LINE EASEMENT TO THE CITY OF ANTIOCH PER A DEED RECORDED NOVEMBER 20, 2003, AS DOCUMENT NO. 2003-0567104-00, OFFICIAL RECORDS OF SAID COUNTY, SAID COURSE HAVING A BEARING AND DISTANCE OF "NORTH 61°29'27" WEST 157.15 FEET";

THENCE LEAVING SAID CENTERLINE SOUTH 28°30'33" WEST 107.14 FEET;

THENCE NORTH 89°59'29" WEST 69.79 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN STRIP NO. 1 OF SAID WATER LINE EASEMENT.

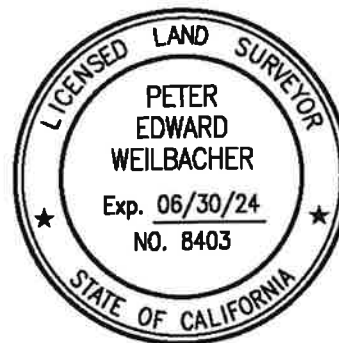
ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY LINE OF SAID LOT 1.

THE ABOVE-DESCRIBED STRIP CONTAINS 1,612 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

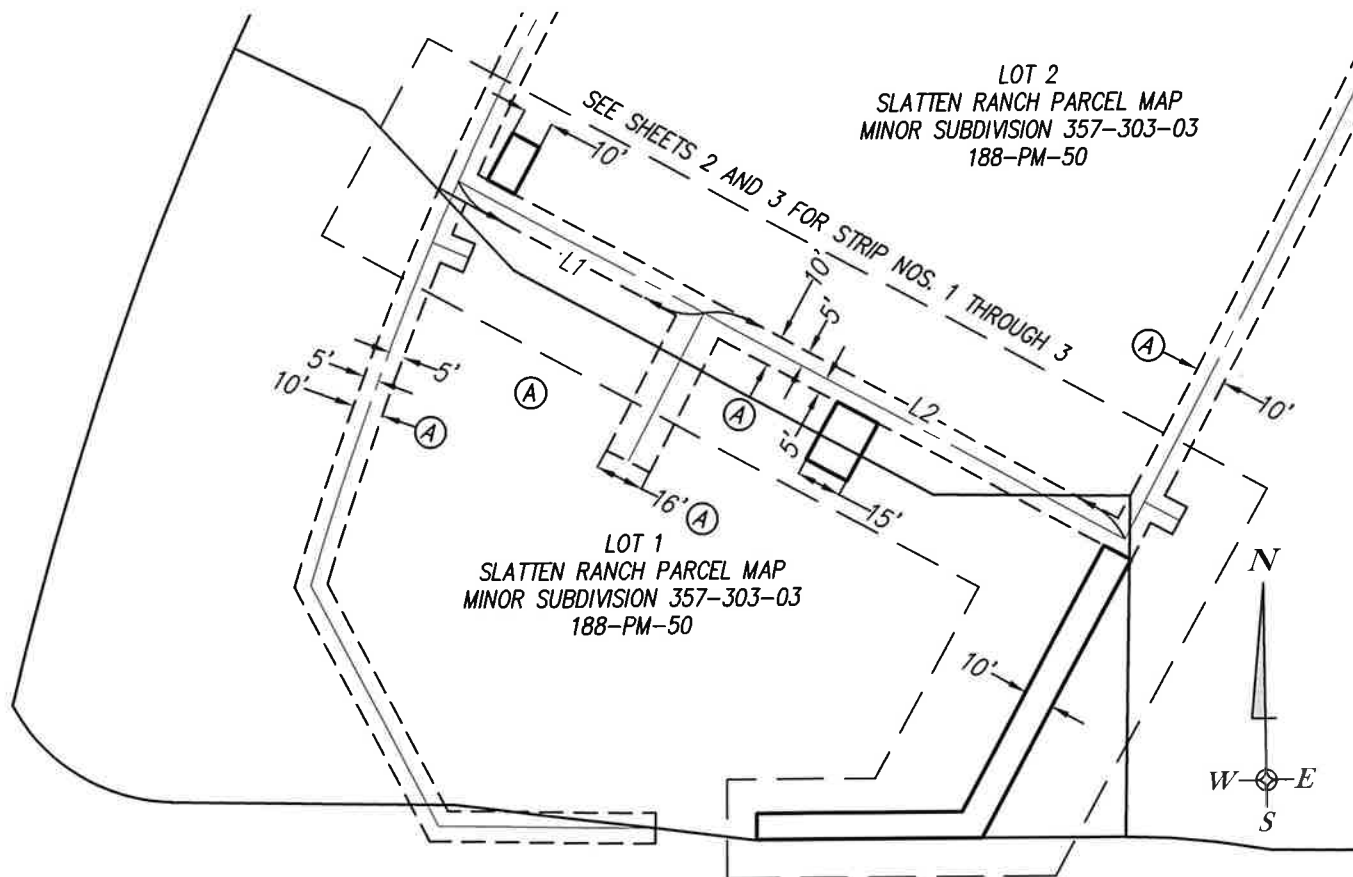
THIS DESCRIPTION HAS BEEN PREPARED BY ME,  
OR UNDER MY DIRECTION ON MAY 12, 2023.

\_\_\_\_\_  
PETER E. WEILBACHER, PLS 8403



SHEET 1 of 3  
SCALE: 1" = 60'

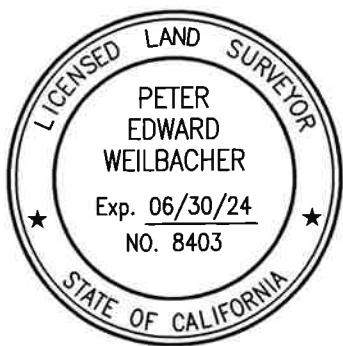
**EXHIBIT "B"**  
WATER LINE EASEMENT  
SLATTEN RANCH PARCEL MAP  
MINOR SUBDIVISION 357-303-03



LONE TREE WAY

**NOTES**

SEE SHEETS 2 AND 3 FOR EASEMENT  
INFORMATION AND LEGEND.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N61°29'27"W	91.76'
L2	N61°29'27"W	157.75'

PETER WEILBACHER, PLS 8403  
EXPIRES 06-30-24

**May 12 2023**

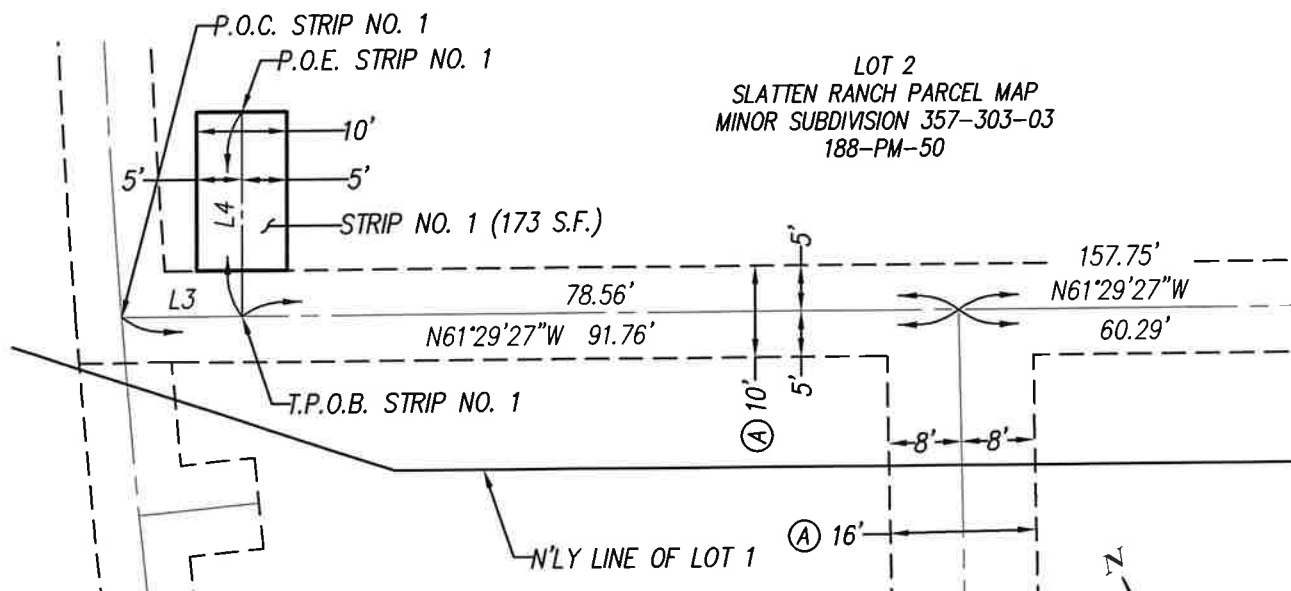
DATED:



**PBLA SURVEYING, INC.**  
Planning • Engineering • Surveying  
981 CORPORATE CENTER DR., STE 168  
POMONA, CALIF. 91768  
(888) 714-9642 PH • (714) 389-9191 FAX

SHEET 2 of 3  
SCALE: 1" = 20'

**EXHIBIT "B"**  
WATER LINE EASEMENT  
SLATTEN RANCH PARCEL MAP  
MINOR SUBDIVISION 357-303-03



SEE SHEET 3

**LEGEND**

	PROPERTY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT LINE
	EXISTING EASEMENT CENTERLINE
	PROPOSED EASEMENT CENTERLINE
	LANDS AS DESCRIBED IN EXHIBIT "A"
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
P.O.E.	POINT OF ENDING

**EASEMENT NOTES**

- ① A VARIABLE WIDTH WATER LINE EASEMENT TO  
THE CITY OF ANTIOCH PER A DEED RECORDED  
NOVEMBER 20, 2003 AS DOCUMENT NO.  
2003-0567104-00, O.R.



**PBLA SURVEYING, INC.**  
Planning • Engineering • Surveying  
981 CORPORATE CENTER DR., STE 168  
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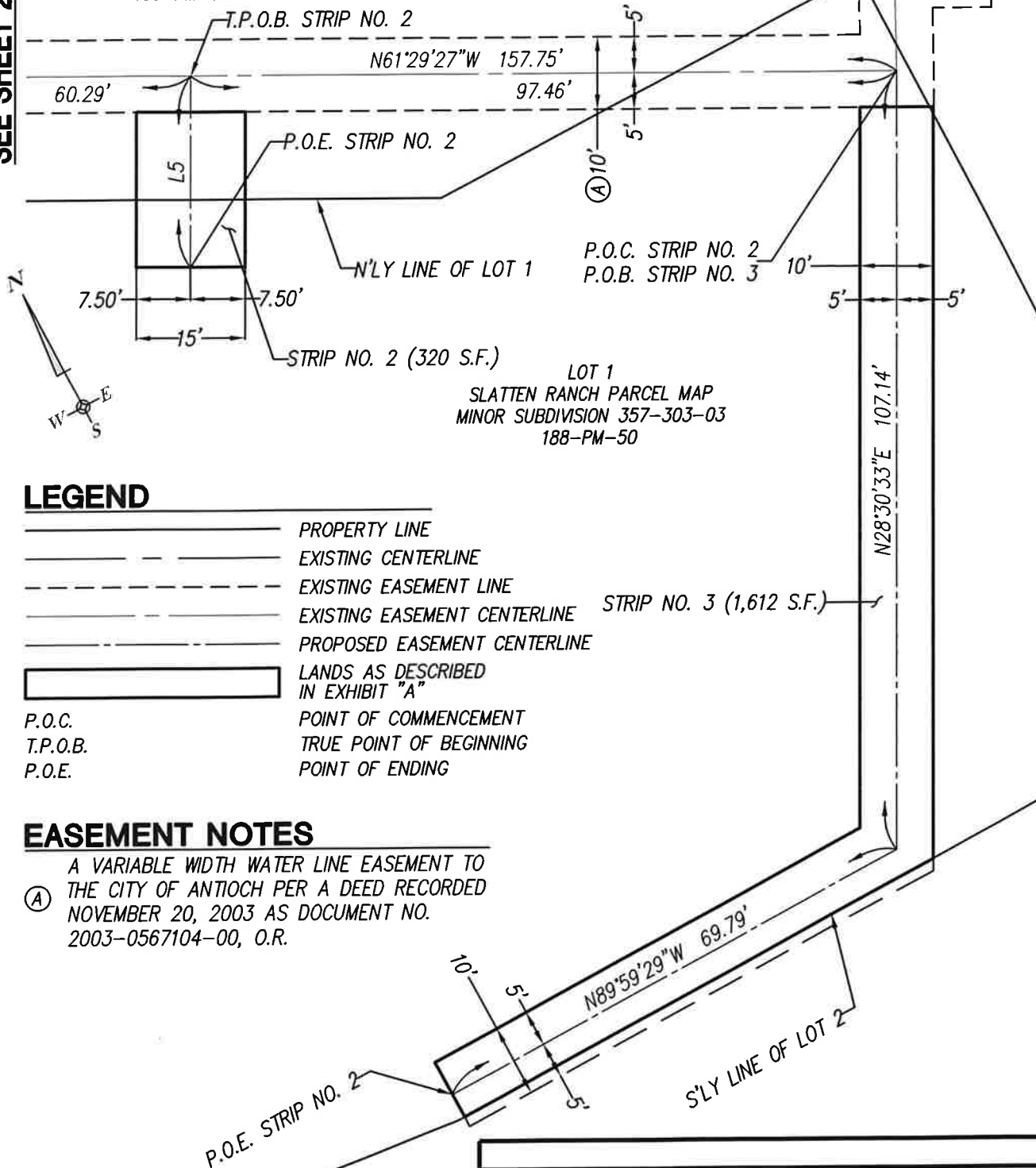
SHEET 3 of 3  
SCALE: 1" = 20'

**EXHIBIT "B"**  
WATER LINE EASEMENT  
SLATTEN RANCH PARCEL MAP  
MINOR SUBDIVISION 357-303-03

LOT 2  
SLATTEN RANCH PARCEL MAP  
MINOR SUBDIVISION 357-303-03  
188-PM-50

LOT 1  
SLATTEN RANCH PARCEL MAP  
MINOR SUBDIVISION 357-303-03  
188-PM-50

SEE SHEET 2



**LEGEND**

	PROPERTY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT LINE
	EXISTING EASEMENT CENTERLINE
	PROPOSED EASEMENT CENTERLINE
	LANDS AS DESCRIBED IN EXHIBIT "A"
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
P.O.E.	POINT OF ENDING

**EASEMENT NOTES**

- (A) A VARIABLE WIDTH WATER LINE EASEMENT TO THE CITY OF ANTIOCH PER A DEED RECORDED NOVEMBER 20, 2003 AS DOCUMENT NO. 2003-0567104-00, O.R.



**PBLA SURVEYING, INC.**  
Planning • Engineering • Surveying  
981 CORPORATE CENTER DR., STE 168  
POMONA, CALIF. 91768  
(888) 714-9642 PH • (714) 389-9191 FAX



**ATTACHMENT “G”**

**CERTIFICATE OF ACCEPTANCE**

The undersigned, being the duly appointed agent of the **CITY OF ANTIOCH** (the “City”), a municipal corporation organized and existing under the laws of the State of California pursuant to Resolution No. \_\_\_\_\_, does hereby accept on behalf of the City, the grant of all interests in real estate for the purposes described in the attached Grant of Easement from \_\_\_\_\_, a \_\_\_\_\_, dated \_\_\_\_\_, 2025, and the City consents to the recordation of the attached Grant of Easement by the duly authorized officer of the City.

DATED: \_\_\_\_\_

CITY OF ANTIOCH

By: \_\_\_\_\_  
[Name, Title]

(SEAL)

## ACKNOWLEDGMENT

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On \_\_\_\_\_, before me, \_\_\_\_\_, a 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)


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Andrew Little, Consulting Project Manager (Interwest)

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

**SUBJECT:** Acceptance of Completed Improvements and Release of Bonds for Deer Valley Estates Subdivision 9518; PW 681-2

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**RECOMMENDATION**

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to accept the completed improvements and file the Notice of Completion for said improvements for Deer Valley Estates Subdivision, Tract No. 9518.

**FISCAL IMPACT**

Upon satisfactory completion of the one-year warranty period for the improvements which have been completed, the City of Antioch accepts responsibility for maintenance of the improvements which have been completed. Upon recordation of the Notice of Completion and the start of the warranty period, the City accepts responsibility for the maintenance of landscape improvements.

**DISCUSSION**

On August 10, 2021, the City Council approved a Vesting Tentative Map, Final Development Plan, Use Permit and Design Review for development of a 120-unit single family residential community on approximately 37.56 acres. The project site is located at 6100 Deer Valley Road (APN's 055-071-026 and 057-022-013) (Vicinity Map, Attachment "B").

On November 15, 2022, the City Council approved the annexation of the Deer Valley Estates into Community Facilities District 2018-01 (Public Services) and Community Facilities District 2018-02 (Police Protection); and on February 14, 2023, the City Council approved the Final Map, Improvement Plans, and Subdivision Improvement Agreement for Deer Valley Estates Subdivision, Tract No. 9518 (PW 681-2) which included 120 single family homes.

Public Works Inspectors have inspected and approved the completion of the final punch-list items for certain Deer Valley Estates construction improvements for the improvements that have been completed. The warranty period for certain accepted construction

improvements shall begin upon the date of recordation of the Notice of Completion (Attachment "C"). The City of Antioch shall assume responsibility for maintenance upon expiration of the one-year warranty period; except for landscaping improvements, for which the City shall assume maintenance responsibilities immediately, upon recordation of the Notice of Completion with Contra Costa County and the start of the warranty period.

**ATTACHMENTS:**

- A. Resolution
- B. Vicinity Map
- C. Notice of Completion

**ATTACHMENT "A"**

**RESOLUTION NO. 2025/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING THE DEDICATION OF IMPROVEMENTS FOR  
DEER VALLEY ESTATES, TRACT NO. 9518  
P.W. 681-2**

**WHEREAS**, on August 10, 2021, the City Council approved the Vesting Tentative Map and Final Development Plan, Final Development Plan, Use Permit and Design Review for the Deer Valley Subdivision 9518 project;

**WHEREAS**, on November 15, 2022, the City Council approved the annexation of the Deer Valley Estates Subdivision into Community Facilities District 2022-01 (Public Services);

**WHEREAS**, on November 15, 2022, the City Council approved the annexation of the Deer Valley Estates Subdivision into Community Facilities District 2018-02 (Police Protection);

**WHEREAS**, on February 14, 2023, the City Council approved the Final Map, Improvement Plans, and Subdivision Improvement Agreement for Deer Valley Estates Subdivision, Tract No. 9518 (PW 681-2) which included 120 single family homes;

**WHEREAS**, the City received a request from the Developer to accept the completed improvements;

**WHEREAS**, improvements, which have been completed, consisting of paving, curb, gutter, storm drain facilities, sanitary sewer, water mains, streetlighting, signage, striping, landscaping and irrigation have been constructed and dedicated for public use;

**WHEREAS**, the City has accepted and acquired all necessary Rights-of-Way required for the maintenance of improvements; and

**WHEREAS**, the completed improvements have been constructed and inspected in accordance with the Standards Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager or designee to accept the completed improvements and file the Notice of Completion for said improvements for Deer Valley Estates Subdivision, Tract No. 9518.

**BE IT FURTHER RESOLVED** that the accepted landscape improvements shall be maintained by the City of Antioch upon the start date of the warranty period.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25<sup>th</sup> day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**MELISSA RHODES**  
**CITY CLERK OF THE CITY OF ANTIOCH**

## ATTACHMENT "B"

### VICINITY MAP



**ATTACHMENT "C"**

**RECORDED AT THE REQUEST  
OF:**  
CITY OF ANTIOCH, CA

**WHEN RECORDED MAIL TO:**  
CITY OF ANTIOCH  
DEVELOPMENT ENGINEERING  
DIVISION  
P.O. BOX 5007  
ANTIOCH, CA 94531

**THIS SPACE FOR RECORDER'S USE**

**NOTICE OF COMPLETION FOR DEDICATION OF  
DEER VALLEY ESTATES, IN THE CITY OF ANTIOCH  
TRACT NO. 9518  
P.W. 681-2**

**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 January 7, 2025, the work and improvements hereinafter described was completed.
5. The project is located east of Deer Valley Road, north of Sand Creek Road, west of Hillcrest Avenue, and south of Prewett Ranch Drive.
6. The surety for said project was Hartford Fire Insurance Company.
7. This project consisted of all public improvements including paving, curb, gutter, storm drain facilities, sanitary sewer, water mains, streetlighting, signage, striping, traffic signals, landscaping, and irrigation which have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer.

**THE UNDERSIGNED STATES UNDER PENALTY OF  
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Buenting, PE  
Acting Public Works Director/City Engineer  
City of Antioch





CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst II 

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

**SUBJECT:** Consideration of a Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the Countywide Smart Signals Project Funded in Part by a One Bay Area Cycle 3 (OBAG 3) Grant; P.W. 636-10

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution:

1. Approving the Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the Countywide Smart Signals Project;
2. Approving an amendment to the FY 2024/25 Operating Budget to increase the funding for the Countywide Smart Signals Project by \$334,175 from Gas Tax funds;
3. Authorizing the expenditure of up to \$334,175 of Gas Tax funds to pay an advancement to the Contra Costa Transportation Authority for estimated costs for the design and installation of upgraded equipment located within the City's right-of-way and cost of construction for the Countywide Smart Signals Project, which is required to receive a \$2,914,034 One Bay Area Cycle 3 (OBAG 3) Grant; and
4. Authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

City Staff, in partnership with Contra Costa Transportation Authority (CCTA), have identified the Countywide Smart Signals Project as a candidate for the OBAG 3 Grant Program. The approved grant amount for the Project is \$2,914,034 with a total Project estimate of \$3,248,209.

Adoption of this resolution will authorize amending the FY 2024/25 budget to include funding in the amount of \$334,175 utilizing Gas Tax funds for the Project. There are

adequate funds in the Gas Tax fund for this Project. No General Funds will be utilized for this Project.

### **DISCUSSION**

City staff, in partnership with CCTA have identified the Project as a viable project to submit for this OBAG 3 Grant Program.

The Countywide Smart Signal Project, a City component of the overarching CCTA project, will install signal system and Intelligent Transportation System (ITS) equipment upgrades to key identified intersections within Contra Costa County cities with the objective to coordinate and synchronize the timing of the signals. Page 3 of 4 to Exhibit A to the Funding Agreement (Exhibit "1") identifies the list of intersections that will be included in the Project.

The existing traffic signal systems are outdated or antiquated compared to newer traffic signal systems. These signal systems currently lack the communication infrastructure such as fiber and cellular/wireless-based communication, which makes it difficult to implement traffic signal synchronization and coordination between traffic signals along an arterial. Most corridors do not currently include Signal Control and Prioritization (SCP) technologies to promote transit usage to reduce delay and travel times for transit vehicles and reduce response time for emergency vehicles.

CCTA and the City of Antioch have initially identified these deficiencies, which are translated as the following project goals: 1) Improve safety and minimize crashes, injuries, and fatalities between motorists, bicyclists, and pedestrians; 2) Optimize mobility along major corridors and Route of Regional Significance; and 3) Advance to Smart City and Internet of Things (IOT) solutions.

The OBAG 3 grant amount dedicated to this project is \$2,914,034, and the proposed agreement commits the City to pay \$334,175 from other non-federal sources for the required match for the federal grant and for costs incurred by the CCTA for project management, including for the design and installation of upgraded equipment located within the City's right-of-way and cost of construction.

The CCTA will be the lead in all phases of project delivery as required by the USDOT and Federal Highway Administration, the agency administering the grant program.

At this time, City staff requests that the City Council consider authorization to execute the Cooperative Agreement between the CCTA for the Countywide Smart Signal Project and the commitment of local funds.

### **ATTACHMENTS**

#### **A. Resolution**

1. Exhibit 1 – Funding Agreement between Contra Costa Transportation Authority and the City of Antioch

## **ATTACHMENT “A”**

### **RESOLUTION NO. 2025/\*\***

#### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY AND THE CITY OF ANTIOCH FOR THE ANTIOCH COUNTYWIDE SMART SIGNAL PROJECT, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2024/25 GAS TAX BUDGET AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT P.W. 636-10**

**WHEREAS**, City staff, in partnership with Contra Costa Transportation Authority (“CCTA”), have identified the Antioch Countywide Smart Signal Project (“Project”) as a viable project to submit for this grant program;

**WHEREAS**, this grant requires a commitment of local funds in the amount of \$334,175;

**WHEREAS**, the Project, a City component of the overarching CCTA project, will install signal system and intelligent transportation system (ITS) equipment upgrades to key identified intersections within Contra Costa County cities with the objective to coordinate and synchronize the timing of the signals;

**WHEREAS**, the existing traffic signal systems are outdated or antiquated compared to newer traffic signal systems;

**WHEREAS**, these signal systems currently lack the communication infrastructure such as fiber and cellular/wireless-based communication, which makes it difficult to implement traffic signal synchronization and coordination between traffic signals along an arterial;

**WHEREAS**, CCTA and the City of Antioch have initially identified these deficiencies, which are translated as the following project goals: 1) Improve safety and minimize crashes, injuries, and fatalities between motorists, bicyclists, and pedestrians; 2) Optimize mobility along major corridors and Route of Regional Significance; and 3) Advance to Smart City and Internet of Things (IOT) solutions;

**WHEREAS**, the preliminary cost estimate for the project is \$3,248,209;

**WHEREAS**, the One Bay Area Cycle 3 (“OBAG 3”) grant amount dedicated to this project is \$2,914,034, and the proposed agreement commits the City to pay \$334,175 from other non-federal sources for the required match for the federal grant and for costs incurred by the CCTA for project management, including for the design and installation of upgraded equipment located within the City’s right-of-way and cost of construction;

**RESOLUTION NO. 2025/\*\***

February 25, 2025

Page 2

**WHEREAS**, the CCTA will be the lead in all phases of project delivery as required by the USDOT and Federal Highway Administration, the agency administering the grant program;

**WHEREAS**, the City has considered approving the Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the Countywide Smart Signal Project;

**WHEREAS**, the City has considered approving an amendment to the FY 2024/25 Operating Budget to increase the funding for the Countywide Smart Signal Project by \$334,175 from Gas Tax funds; and

**WHEREAS**, the City has considered authorizing the expenditure of up to \$334,175 of Gas Tax funds to pay an advancement to the Contra Costa Transportation Authority for estimated costs for the design and installation of upgraded equipment located within the City's right-of-way and cost of construction of the Project, which is required to receive a \$2,914,034 OBAG 3 Grant;

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

1. Approves the Cooperative Agreement between the City of Antioch and the Contra Costa Transportation Authority for the Countywide Smart Signals Project;
2. Approves an amendment to the FY 2024/25 Operating Budget to increase the funding for the Countywide Smart Signals Project by \$334,175 from Gas Tax funds;
3. Authorizes the expenditure of up to \$334,175 of Gas Tax funds to pay an advancement to the Contra Costa Transportation Authority for estimated costs for the design and installation of upgraded equipment located within the City's right-of-way and cost of construction for the Countywide Smart Signals Project, which is required to receive a \$2,914,034 One Bay Area Cycle 3 (OBAG 3) Grant; and
4. Authorizes the City Manager or designee to execute the agreement in a form approved by the City Attorney.

**RESOLUTION NO. 2025/\*\***

February 25, 2025

Page 3

\* \* \* \* \*

**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 25<sup>th</sup> day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**MELISSA RHODES**  
**CITY CLERK OF THE CITY OF ANTIOCH**

## EXHIBIT "1"

**FUNDING AGREEMENT NO. XXXX  
BETWEEN  
THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND  
THE CITY OF ANTIOCH  
FOR COST SHARING COMMITMENTS TO DESIGN AND CONSTRUCT THE  
COUNTYWIDE SMART SIGNALS PROJECT**

This Agreement is made and entered into on \_\_\_\_\_, 2025 by the City of Antioch hereinafter referred to as ("**CITY**") and the **CONTRA COSTA TRANSPORTATION AUTHORITY** hereinafter referred to as ("**AUTHORITY**"). **CITY** and **AUTHORITY** are collectively referred to herein as the "Parties" and each individually as a "Party."

### **RECITALS**

1. **AUTHORITY** is the project sponsor and designated lead agency for implementing the Countywide Smart Signals Project within Contra Costa County, hereinafter referred to as "**PROJECT**", which is a program to install signal system and intelligent transportation system (ITS) equipment upgrades to key identified intersections within Contra Costa County cities with the objective to coordinate and synchronize the timing of the signals.
2. **AUTHORITY** is the recipient of the Metropolitan Transportation Commission's (MTC's) One Bay Area Cycle 3 (OBAG 3) funds for design, construction, and deployment of the **PROJECT**.
3. **CITY** and **AUTHORITY** have identified 24 intersections to recommend for signal system and intelligent transportation system (ITS) equipment upgrades for inclusion in the **PROJECT** estimated at \$2,914,034 (See Exhibit A)
4. **CITY** agrees to provide **AUTHORITY** with the minimum 11.47% local matching funds to the OBAG 3 funds in the amount of \$334,175 in Fiscal Year 2024-25 to pay for the design and installation of upgraded equipment located within **CITY**'s right-of-way and cost of construction as part of the **PROJECT**.
5. **CITY** and **AUTHORITY** agree that the final matching funds requirements may be adjusted accordingly based on the final actual design and construction costs incurred and will be reconciled at the completion of the **PROJECT**.

**NOW, THEREFORE**, in consideration of the foregoing, the **AUTHORITY** and **CITY** do hereby agree as follows:

### **SECTION I**

### **CITY AGREES:**

1. To provide **AUTHORITY** matching funds for upgrading equipment and construction cost for the City's portion of the **PROJECT** in an amount of \$334,175, which represents 11.47% of the OBAG3 funds of \$2,914,034, no later than 30 days from receiving an invoice from **AUTHORITY**.
2. To work collaboratively with **AUTHORITY** to implement the **PROJECT**.

### **SECTION II**

### **AUTHORITY AGREES:**

1. To lead the development process including planning, design, construction, and deployment of the **PROJECT**, as described in Exhibit A and the Operations and Maintenance Agreement to be negotiated by the **CITY** and **AUTHORITY** following execution of this Agreement.
2. To submit an invoice to **CITY** for an amount of \$334,175 prior to June 30, 2025.
3. To work collaboratively with **CITY** to implement the **PROJECT**.

### **SECTION III**

### **IT IS MUTUALLY AGREED:**

1. (a) That the cost to complete **PROJECT** is only an estimate and may require adjustments depending on the final cost. At the completion of the **PROJECT**, and if **AUTHORITY** determines that the match amount provided by **CITY** is exceeded, it will notify and seek approval of **CITY** to provide additional matching funds. Completion of the Project is defined as when **AUTHORITY** accepts and certifies that all phases of the **PROJECT** construction—including but not limited to installation, deployment, and activation of equipment—are completed.

(b) If **AUTHORITY** determines that the match amount provided by **CITY** exceeded the amount needed to complete the **PROJECT** then **AUTHORITY** will refund **CITY** the balance of the original match amount provided by **CITY** within 30 days of such determination and indicated in paragraph 1 of Section I.

2. Term: This Agreement will remain in effect through December 31, 2028, or at the completion of the **PROJECT**, whichever occurs first, or until discharged as provided in Paragraph 3 below or as a result of paragraph 12 below.

3. Discharge: This Agreement shall be subject to discharge as follows:

- a. Either Party may terminate this Agreement at any time until construction of the

**PROJECT** begins, other than for breach. Either Party may terminate by giving written notice of termination to the other Party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Once construction of the **PROJECT** begins, neither party may terminate this Agreement unless there is a breach as addressed in paragraph 3(b) below.

b. This Agreement may be canceled by a Party for breach of any obligation, covenant, or condition hereof by the other Party, upon written notice to the breaching Party. With respect to any breach which is reasonably capable of being cured, the breaching Party shall have 30 days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On cancellation, the non-breaching party retains the same rights as a Party exercising its right to terminate under the provisions of paragraph 3(a), except that the canceling Party also retains any remedy for breach of the whole contract or any unperformed balance.

c. By mutual consent of both PARTIES, this Agreement may be terminated at any time, to be effective immediately.

d. In the event of termination, **AUTHORITY** shall reimburse **CITY** for any overpayment by **CITY** based on the difference between actual cost share and estimated cost share, which such difference shall be determined in **AUTHORITY**'s sole discretion. Upon such reimbursement, **AUTHORITY** shall provide **CITY** with written substantiation used to calculate and account for actual cost share and estimated cost share, including but not limited to itemized receipts, invoices, and other accounting. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both parties, be exceeded.

4. **Indemnity**: It is mutually understood and agreed, relative to the reciprocal indemnification of **AUTHORITY** and **CITY**:

a. That neither **AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and **CITY** shall fully indemnify and hold harmless **AUTHORITY** against, any damage or liability occurring by reason of anything done or omitted to be done by **CITY** under or in connection with any work, authority or jurisdiction by **CITY** under the Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, **CITY** shall fully indemnify and hold the **AUTHORITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **CITY** under this Agreement or in connection with any work, authority, or jurisdiction delegated to **CITY** under this Agreement.

b. That neither **CITY**, nor any officer or employee thereof, shall be responsible for, and **AUTHORITY** shall fully indemnify and hold harmless **CITY** against any damage or liability occurring by reason of anything done or omitted to be done by **AUTHORITY** under or in connection with any work, authority, or jurisdiction by **AUTHORITY** under the Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, **AUTHORITY** shall fully indemnify and hold the **CITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by



**AUTHORITY** under this Agreement or in connection with any work, authority, or jurisdiction delegated to **AUTHORITY** under this Agreement.

5. **Notices:** Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Bessie Marie Scott  
City Manager  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531-5007

Timothy Haile  
Executive Director  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

6. **Additional Acts and Documents:** Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

7. **Integration:** This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

8. **Amendment:** This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. **Independent Agency:** **AUTHORITY** renders its services under this Agreement as an independent agency. None of the **AUTHORITY**'s agents or employees shall be agents or employees of the **CITY**.

10. **Assignment:** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

11. **Binding on Successors, etc.:** This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the **AUTHORITY** or **CITY** as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

12. **Severability:** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not

affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

13. Limitation: All obligations of **AUTHORITY** under the terms of this Agreement are expressly subject to the **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by **MEASURE C and MEASURE J**. **AUTHORITY** represents that, at the time of execution of this Agreement, it has, in good faith, determined that funds for the **PROJECT** as specified are available to it. If for any reason the **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the **AUTHORITY** shall promptly notify **CITY**, and the **PARTIES** shall consult on a course of action to determine how to accomplish the **PROJECT** or if this Agreement should be terminated. If, after sixty (60) working days of the termination or suspension of sales tax proceeds authority, a course of action is not agreed upon by the **PARTIES**, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the **AUTHORITY** to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of the **AUTHORITY** under all outstanding contracts, agreements to other obligations of the **AUTHORITY**, of funds for such purposes.

14. No Third Party Beneficiaries: This Agreement is not for the benefit of any person or entity other than the parties.

15. Dispute Resolution: The Parties shall work together in the spirit of good faith and cooperation to successfully implement this Agreement. Should a substantive disagreement arise between the Parties, the disagreement shall immediately be raised between the Parties. Prior to initiating any legal action, the Parties agree to meet in good faith to attempt to resolve any dispute, including but not limited to meetings between executive management and participating in non-binding mediation under the rules of JAMS. The Parties shall jointly select and engage the effort of a mediator to help resolve the dispute. The Parties shall equally share the costs of the mediator. If the issue is still unresolved, either Party may bring a legal action seeking resolution of the disagreement. However, any and all legal actions may only be brought if the preceding dispute resolution process has been satisfied.

16. Venue: This Agreement and all work performed thereunder shall be interpreted under and pursuant to the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute arising under this Agreement shall be the Superior Court of Contra Costa County.

17. Counterparts: This Agreement may be executed in any number of original counterpart signature pages, and each counterpart signature page shall be attached to and incorporated into this original Agreement.

**CITY OF ANTIOCH**

**CONTRA COSTA TRANSPORTATION  
AUTHORITY**

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

**Ron Bernal Mayor**

**ATTEST:**

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

**Melissa Rhodes City Clerk**

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

**, Chair**

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

**Tarienne Glover, Clerk of the Board**

**APPROVED as to form:**

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

**Derek Cole Interim City Attorney**

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

**Fennemore Wendel, Legal Counsel**

**FUNDING AGREEMENT NO. XXXX**  
**between**  
**The Contra Costa Transportation Authority**  
**and**  
**The City of Antioch**

**EXHIBIT A**

**DESCRIPTION OF THE PROJECT**

**BACKGROUND**

The Smart Signals project in Contra Costa County is a CCTA led countywide project to upgrade traffic signal system and communication systems throughout its 19 cities and unincorporated communities.

Contra Costa County is home to 19 cities/towns and the County, which includes numerous unincorporated communities. There are approximately 1400 traffic signals within the County, Caltrans-owned and various city-owned. Most of these traffic signals are located either along major arterials, including State Routes, identified as Routes of Regional Significance (RSS) or other major and minor arterials in the cities/towns.

The project will develop, manage, and implement Intelligent Transportation System (ITS) initiatives such as upgrading the existing legacy systems, providing interconnectivity throughout Contra Costa County signal systems and enhance the sharing of real-time information between agencies and the public.

The existing traffic signal systems in most jurisdictions located within Contra Costa County are legacy systems and are outdated or antiquated compared to newer traffic signal systems. These signal systems currently lack the communication infrastructure such as fiber and cellular/wireless-based communication, which makes it difficult to implement traffic signal synchronization and coordination between traffic signals along an arterial. Most corridors do not currently include Signal Control and Prioritization (SCP) technologies to promote transit usage to reduce delay and travel times for transit vehicles and reduce response time for emergency vehicles.

These deficiencies result in severe traffic congestion within the cities/towns and may result in spillover onto freeways and cause a chain reaction of congestion along local arterials. The current system contributes to overall commuter travel times and delays, increases greenhouse gas emissions and fuel consumption, as well as incidents and collisions. These deficiencies were documented following extensive discussions with the cities and towns regarding traffic signal operation within the Contra Costa County.

CCTA and the project Stakeholders have initially identified these deficiencies, which are translated as the following project goals: 1) Improve safety and minimize crashes, injuries, and fatalities between motorists, bicyclists, and pedestrians; 2) Optimize mobility along major corridors and RRS; and 3) Advance to Smart City and Internet of Things (IOT) solutions.

## PROJECT ELEMENTS

The Smart Signals project will develop, manage, and implement ITS initiatives that improve the safety and efficiency of multimodal mobility, maximize highway and arterial system throughput, and improve operational efficiency, safety, and reduce environmental impact throughout the county. By upgrading the existing legacy systems and providing interconnectivity throughout Contra Costa County signal systems, the county's traffic signal systems can be prepared for future emerging technologies including connected and/or autonomous vehicles, big data, integrated corridor management (ICM), enable implementation of incident management strategies and Smart Cities initiatives. This solution can enhance the sharing of real-time information between agencies and the public using existing and next generation ITS technologies.

The upgraded traffic signal systems and signal interconnect will help smooth traffic flow and ease recurring traffic congestion by expanding mode choice options and reducing travel time on local streets and roads. Upgraded traffic signals will benefit pedestrians and transit commuters by reducing wait times at intersections, improving total travel time for all modes while making transit and pedestrian more viable transportation options. The Smart Signal systems would also improve the safety of pedestrians, bicyclists, vulnerable road users, and people with disabilities by deployment of detection systems.

To accomplish these goals, CCTA is applying a Smart Signal approach that will include the implementation of ITS equipment including upgraded traffic signal controllers and cabinets, upgraded Advanced Traffic Management System (ATMS) for each agency to provide remote command and control from a centralized Traffic Management Center (TMC) or Traffic Operations Center (TOC) location, Closed-circuit Television (CCTV) cameras, SCP for transit and emergency vehicles, and vehicle detection systems deployed on predefined designated arterials and state routes. These improvements will provide local cities and Caltrans day-to-day county-wide traffic management capabilities in addressing recurrent traffic congestion as well as provide CCTA capabilities for managing the system during non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway or during any evacuation efforts.

The PROJECT's key features and benefits include but are not limited to some of the following:

- Providing infrastructure for a countywide traffic management system
- Upgrading local signal controllers and signal system hardware, software, and firmware
- Deploying bicycle and pedestrian detection software for vulnerable road user protection
- Providing SCP, including Transit Signal Priority (TSP) and Emergency Vehicle Preemption (EVP) capabilities
- Enabling local event management signal timing options
- Taking a proactive approach to safety by identifying "near miss" situations for analysis
- Enabling cities and CCTA to proactively manage day-to-day traffic
- Enabling cities to proactively manage traffic on local streets that has diverted off the freeway due to a major freeway incident
- Identifying alternative routes with timing optimized for incident management

- Allowing shared control and operation, improving cross jurisdictional traffic management
- Allowing cities/CCTA access to monitor all CCTV cameras and traffic signals for the purpose of optimizing day-to-day operations

Deployment of the Smart Signals Project is expected to result in operational and safety improvements for all modes of transportation, such as:

- Decrease in travel time,
- Decrease in total delay,
- Reduction in number of stops
- Reduction in secondary accidents
- Decrease in fuel consumption and greenhouse gas emissions
- Promotion of transit ridership
- Reduction of response time for emergency vehicles

When operating together, these enhancements increase safety and reliability, and support environmental sustainability, economic development, and equitable access for all travelers.

## CITY OF ANTIOCH ELEMENTS

The signals located at the following intersection are included in the Project and are proposed to receive Smart Signal upgrades. (See Table 1 and Figure 1 below)

**Table 1: City of Antioch PROJECT Intersections**

### LIST OF INTERSECTIONS

Signal No.	Primary Street	Secondary Street
1	Somersville Rd	Buchanan Rd
2	Somersville Rd	Fairview Dr
3	Somersville Rd	Shopping Center
4	Somersville Rd	Delta Fair Blvd
5	Auto Center Dr	Century Blvd
6	Auto Center Dr	Sycamore Dr
7	Auto Center Dr	W 18th St
8	Buchanan Rd	Un Rd
9	Hill Crest Ave	Lone Tree Way
10	Lone Tree Way	Giannini Ranch
11	Lone Tree Way	Empire Ave
12	Lone Tree Way	Slatten Ranch
13	Lone Tree Way	Brentwood Station
14	Lone Tree Way	Canada Valley Rd
15	Lone Tree Way	Fairside Way
16	Lone Tree Way	Vista Grande Dr
17	Lone Tree Way	Lone Tree Lndg

18	W 10th St	A St
19	W 10th St	G St
20	W 10th St	L St
21	W 10th St	Auto Center Dr
22	Wilbur Avenue	A St
23	Wilbur Avenue	Fulton Shipyard Rd/Cavallo Rd
24	Wilbur Avenue	Minaker Dr

The recommended upgrades for signals located in Antioch include:

- Signal controller firmware updates
- Video/Radar detection
- Ethernet Over Copper (EOC) for communication between the signals
- Pan-Tilt-Zoom (PTZ) cameras
- An Advanced Traffic Management System (ATMS)
- Traffic signal synchronization
- Emergency Vehicle Preemption (EVP)
- Transit Signal Priority (TSP), and
- Video Analytics.
- The list may be modified as needed.

Based on preliminary estimates, the upgraded equipment, including cost of construction, is shown below. The City is responsible to provide the minimum 11.47% match.

- Total Number of Signals – 24
- Total funding – \$2,914,034
- Local match required – \$334,175 (11.47%)


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Jason Bonilla, Operations Supervisor, Facilities

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

**SUBJECT:** Agreement with TK Elevator Corporation for Elevator Modernization at 800 West Second Street in the Amount of \$168,648

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the Cooperative Purchasing Agreement with TK Elevator Corporation for the elevator modernization at 800 West Second Street in the amount of \$168,648; and
2. Authorizing the City Manager or designee to execute the Cooperative Purchasing Agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

The FY 2024/25 Capital Improvement Budget includes sufficient funds for this expenditure in the amount of \$168,648.

**DISCUSSION**

The City purchased the building located at 800 West Second Street in October 2024. This building is intended to provide office space for two departments: Human Resources ("HR") and Public Safety and Community Resources ("PSCR"), which is estimated to provide workspace for twenty-five (25) City employees. The City currently has space constraints for current staff levels and for city departments that need additional space for new staff. The PSCR Department currently occupies space that was previously designated and constructed as a substation for the Antioch Police Department at the Antioch Community Center. Two holding cells have been used as offices for staff. Once the PSCR Department occupies the newly purchased building, the substation will be restored to its originally intended use and will allow police officers with an area to use as office space in the southeast portion of the city. The HR department is a department that needs additional staffing to address the overall increase in City employees and they currently have no additional space to grow as a department. Once the HR Department occupies the new building, the Finance Department will have additional office space for



existing and future staff.

This elevator modernization is needed to obtain the required occupancy permit and as part of the upgrades needed for staff to start utilizing this facility. Additionally, this elevator modernization will provide increased durability and reliability, improved fire and life safety features, decreased waiting times, reduced energy consumption, reduced operational costs, and reduced troubleshooting/repair time in the future. This modernization will also ensure that the elevator meets all State and Federal requirements such as operational use permitting, annual State inspections and Americans with Disabilities Act (ADA) compliance.

On January 16, 2025, staff received a proposal for elevator modernization for the City's building at 800 West Second Street from TK Elevator Corporation, a Sourcewell cooperative purchasing vendor. The City can utilize Sourcewell Cooperative Purchasing Agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (3), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services. Many public agencies, including neighboring cities and special districts, use certain national cooperative purchasing programs such as Sourcewell to enable them to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

#### **ATTACHMENTS**

- A. Resolution
- B. TK Elevator Corporation Proposal
- C. Sourcewell Contract #080420-TKE

**ATTACHMENT "A"**

**RESOLUTION NO. 2025/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A COOPERATIVE PURCHASING AGREEMENT WITH TK ELEVATOR  
CORPORATION FOR ELEVATOR MODERNIZATION AT 800 WEST SECOND  
STREET IN THE AMOUNT OF \$168,648 AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City purchased the building located at 800 West Second Street in October 2024. This building is intended to provide office space for two departments: Human Resources (HR) and Public Safety and Community Resources, which is estimated to provide workspace for twenty-five (25) City employees;

**WHEREAS**, this elevator modernization is needed to obtain the required occupancy permit and as part of the upgrades needed for staff to start utilizing this facility;

**WHEREAS**, this elevator modernization will provide increased durability and reliability, improved fire and life safety features, decreased waiting times, reduced energy consumption, reduced operational costs, and reduced troubleshooting/repair time in the future;

**WHEREAS**, this modernization will also ensure that the elevator meets all State and Federal requirements such as operational use permitting, annual State inspections and Americans with Disabilities Act (ADA) compliance;

**WHEREAS**, on January 16, 2025, staff received a proposal for elevator modernization for the City's building at 800 West Second Street from TK Elevator Corporation, a Sourcewell cooperative purchasing vendor;

**WHEREAS**, the City can utilize Sourcewell Cooperative Purchasing Agreements for the purchase of goods and services per Antioch Municipal Code section 3-4.12 (C) (3), which allows the dispensing of bidding procedures for purchasing goods or services or proposal procedures for professional services; and

**WHEREAS**, the City Council has considered approving the proposal from TK Elevator Corporation for the elevator modernization at 800 West Second Street in the amount of \$168,648 and authorizing the City Manager to execute Cooperative Purchasing Agreement.

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

1. Approves the Cooperative Purchasing Agreement with TK Elevator Corporation for the elevator modernization at 800 West Second Street in the amount of \$168,648; and
2. Authorizes the City Manager to execute the Cooperative Purchasing Agreement in a form approved by the City Attorney.

**RESOLUTION NO. 2025/\*\*\***

February 25, 2025

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\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**MELISSA RHODES**  
**CITY CLERK OF THE CITY OF ANTIOCH**

# Modernization Proposal



800 W 2nd St

January 16, 2025

Purchaser: City Of Antioch

Location: 800 W 2nd St

Address: 1201 W 4th St

Address: 800 W. 2nd St

Antioch, CA 94509-1005

Antioch, CA 94509

**Sourcewell contract #080420-TKE**

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Antioch (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$168,648.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2025.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Brian Boden  
Sr Account Manager  
brian.boden2@tkelevator.com  
+1 510 2070561

# Modernization Proposal



## SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic

Speed: 80 fpm

2 Stops (2 Front /0 Rear)

Capacity: 2500 lbs.

### Units Included

Building Address	Nickname	TKE Serial #
800 W. 2nd St	1	

### Description of Work

#### Controller

- TK Elevator TAC 32 Controller (Includes Options listed below)
  - Battery Lowering in Controller
  - Diagnostic and programming tool

#### Power Unit

- Oil Line Piping – replacement of accessible vics only
- Power Unit (Submersible)
- Shutoff Valve Kit (Pump)
- Overspeed Valve Kit

#### Jack – The elevator jacks and jack packing will be retained

- Pipe Stands

#### Car

- Rebuild Car Guides
- 21" Toe guard
- Fan: Two Speed
- 5 Pin Lock with electric contact for Car Top Exit
- Cab Wiring Material (200MK1)
- Car Top Inspection Station (Stand Alone)

#### Hoistway

- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

#### Pit

- 2" Shutoff Valve Kit (Pit)
- Pit Stop Switch

# Modernization Proposal



## Cab Interior Walls and Ceiling Replacement

1. Replacement of the existing wall panels with standard laminate (vertical or horizontal panel design)
  - o Color TBD
2. New SS#4 handrail on the back wall
3. New SS#4 Suspended LED Ceiling

Design can be chosen after contract execution. A change order will be issued if the material cost and/or labor to install the cab is above and beyond standard cab selections.

## Door Equipment – The elevator doors will be retained

- NEW Door Operator
- Car side relating equipment (gate switch, car rollers, clutch) will be refurbished as needed
- Interlocks/pickup rollers/door rollers/ closers will be refurbished per landing as needed
- NEW Micro Light Door Edge

## Car Fixtures

- Main Car Station Includes Options Below
- • Applied Return
- Vandal Resistant Floor Buttons
- ADA Phone System integral with COP (Rath)
- #4 Stainless Steel Finish (441)
- Car Riding Lantern (Standard) #4 S/S (441)

## Hall Fixtures

- Fire Service Phase I Key Switch
- Hoistway Access Switch (Standalone)
- Hall Stations (Surface Mounted) with
  - (#4 S/S (304)) Finish
  - California Compliant Push Buttons

## PROJECT-SPECIFIC CLARIFICATIONS

1. Logistical Plan: Any required deviation from the stated logistical plan will be submitted as a change order to the project agreement.
  - a. Working Hours: All work specified herein, including testing, painting, as well as inspections, will be performed from 6:00 AM to 2:30 PM, except scheduled union holidays (“regular working hours of regular working days”) – Monday through Friday. If, after the execution of the project agreement, overtime is mutually agreed upon, an additional charge at TK Elevator’s usual rates for such work shall be added to the price of the project.
  - b. Storage: **An allowance of \$1,500 is included in this proposal for a storage container to be placed in a mutually agreed upon location as close to the working area as possible. Should the cost of the storage container exceed this amount a change order will be provided.** Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser’s expense. Moreover, should a project be delayed not by the fault of TK Elevator, additional storage fees may apply depending on the time frame of such delay. TK Elevator will not be responsible for theft or vandalism of equipment or tools.

# Modernization Proposal



- c. The Building is to provide restroom access for the use of TK Elevator mechanics and subcontractors. If a restroom is not available, a change order will be provided for a portable restroom rental.
- 2. Existing Equipment:
  - a. For elevator modernization projects, each elevator cab will be weighed prior to the start of the modernization process of each individual unit. If the existing cabs are over 5% of the allowable weight and contracted capacity as noted on the original crosshead data tag and/or the elevators are out of balance, any additional scope of work to make code compliant will be determined on an elevator by elevator case basis and a change order for this work will be proposed accordingly. In addition, TK Elevator will not be responsible for any building structural items due to elevator exceeding the 5% allowable weight nor the under-sizing of the equipment proposed using the crosshead data tag information. Should additional or higher-rated equipment be required due to a discrepancy in the actual vs. car top crosshead data tag, additional cost may apply and will be provided via change order.
- 3. Additional Items:
  - a. Hoistway door entrances are assumed to be plumb and square.
  - b. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification (including providing a timely copy of any existing asbestos or lead-based paint reports on the building(s) to TK Elevator), notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser and/or Purchaser representative. This also applies to lead-based paints.
  - c. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- 4. Scope of Work:
  - a. The fixtures being installed do not meet 2019 CBC requirements for visual/text communications. If this is required a change order will be provided.
  - b. If deficiencies or items are found during the material engineering survey that will alter the proposed scope of work or material required to complete the modernization you will be notified immediately and a change order will be issued.
  - c. Coring, cutting, and patching and painting is excluded from this proposal.
- 5. Related Work by Others
  - a. This proposal does not include the subcontractor cost for the required electrical and fire, life, and safety upgrades. This proposal does not include any HVAC Work.
  - b. Standby for Work by Others trades is not included in this proposal. A change order will be provided for this work along with time tickets.
  - c. Sprinkler related work is expressly excluded from this proposal. If per local AHJ sprinkler head(s) have to be removed from the hoistway or machine room a change order will be provided.

# Modernization Proposal



## 6. Terms and Conditions:

- a. **The Terms and Conditions Sourcewell contract #080420-TKE will supersede what is referenced below.**

## 1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

## Approximate Durations/Lead Times

Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 4 Weeks after PPE is received
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	10-12 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	3 - 4 Weeks + lead time for State Inspection

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

## 2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice,



# Modernization Proposal



TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$168,648.00
Initial progress payment:	(50%)	\$84,324.00
Material furnished:	(25%)	\$42,162.00
Total of remaining progress payments:	(25%)	\$42,162.00

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$380.00
Mechanic (OT) per hour	\$654.00
Team (Standard) per hour	\$684.00
Team (OT) per hour	\$1,177.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

### 3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change

# Modernization Proposal



orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

## 4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

## 5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

### A. Hoistways and Equipment Rooms

#### 1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.

# Modernization Proposal



- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

**B. Electrical and Life Safety: A subcontractor survey and proposal is required. Please budget \$40,000-\$50,000. If there is no existing fire alarm system or the existing fire alarm panel will need to be replaced for the building this cost will be higher. This does not include the premium cost or standby if you want this to be a turnkey project.**

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
2. Purchaser shall provide the following:
  - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
  - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
  - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
  - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
  - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
  - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
  - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
  - k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;

# Modernization Proposal



l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

## **C. Miscellaneous:**

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
  - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
  - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
  - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
  - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
  - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
  - f. engineering, provision and installation of methane barriers or coordination/access;
  - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
  - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
  - i. any spoils or water testing;

## **6. Working Hours, Logistics and Mobilization**

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal – unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

# Modernization Proposal



- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

## 7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-



# Modernization Proposal



inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

## 8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.

# Modernization Proposal



- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

## 9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

# Modernization Proposal



i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including



# Modernization Proposal



damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

# Modernization Proposal



## Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Sixty Eight Thousand Six Hundred Forty Eight Dollars (\$168,648.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Antioch  
(Purchaser):

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

ATTACHMENT "C"

DocuSign Envelope ID: EE5423C0-06EA-4197-8B18-9986B60FE255



CONTRACT EXTENSION

Contract Number: 080420-TKE

Sourcewell  
202 12th Street Northeast  
P.O. Box 219  
Staples, MN 56479  
(Sourcewell)

and

TK Elevator  
114 Townpark Dr NW  
Kennesaw, Georgia 30144-3715  
(Vendor)

have entered into Contract Number: 080420-TKE  
for the procurement of: Elevators, Escalators, and Moving Walks with Related Equipment, Services, and  
Supplies

The Contract has an expiration date of 2024-08-28 , but the parties may extend the Contract by mutual  
consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and  
Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional  
period, with a new Contract expiration date of 2025-08-28 . All other terms and conditions of the Contract  
remain in full force and effect.

Sourcewell

DocuSigned by:  
  
C0FD2A139D08489  
Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

3/12/2024 | 8:41 AM CDT  
Date

DocuSigned by:  
  
DF61D22042884CF  
Authorized Signature

Donna Sams  
Name

Supervisor, S&R Contract Analysts  
Title

3/13/2024 | 11:22 AM EDT  
Date


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst II

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

**SUBJECT:** First Amendment to the Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP for Citywide Space Planning and Architectural Consultation Services; P.W. 700-4

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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 Indigo Hammond+Playle Architects, LLP for Citywide Space Planning and Architectural Consultation Services for the building at 800 West Second Street in the amount of \$54,500 for a total contract amount of \$103,000; and
2. Authorizing the City Manager or designee to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

The FY 2024/25 Capital Improvement Budget includes sufficient funding for these services.

**DISCUSSION**

On December 12, 2023, the City entered into a Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP ("Indigo") for Citywide Space Planning and Architectural Consultation Services in the amount of \$48,500. Indigo has performed architectural consultation and space planning services for the Nick Rodriguez Community Center Rehabilitation project and has expended most of these funds.

On March 26, 2024, the City Council approved a resolution for the purchase of property located at 800 West 2nd Street in the amount of \$1,830,000 plus escrow closings costs and fees utilizing American Rescue Plan Act ("ARPA") funds allocated to the City. This property includes a 9,898 square foot, two-story office building and gated parking lot. The property was intended to include office space for city departments that currently have space constraints.

This building is intended to provide office space for two departments: Human Resources ("HR") and Public Safety and Community Resources ("PSCR"), which is estimated to provide workspace for twenty-five (25) City employees. The City currently has space constraints for current staff levels and for city departments that need additional space for new staff. The PSCR Department currently occupies space that was previously designated and constructed as a substation for the Antioch Police Department at the Antioch Community Center. Two holding cells have been used as offices for staff. Once the PSCR Department occupies the newly purchased building, the substation will be restored to its originally intended use and will allow police officers with an area to use as office space in the southeast portion of the city. The HR department is a department that needs additional staffing to address the overall increase in City employees and they currently have no additional space to grow as a department. Once the HR Department occupies the new building, the Finance Department will have additional office space for existing and future staff.

Staff recommend approving the first amendment with Indigo to provide a feasibility study and assessment to remodel the recently purchased building at 800 West 2<sup>nd</sup> Street which is intended to be used for the Human Resources Department and the Public Safety and Community Resources Department. The study will evaluate necessary modifications to accommodate these uses effectively. Additional funding is required to expand the scope of services to include these activities.

#### **ATTACHMENTS**

- A. Resolution  
Exhibit "1" – First Amendment to Consulting Services Agreement with Indigo  
Hammond+Playle Architects, LLP
- B. Staff Report to Council on March 26, 2024 Regarding Purchase of Property

**ATTACHMENT "A"**

**RESOLUTION NO. 2025/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH INDIGO HAMMOND+PLAYLE ARCHITECTS, LLP FOR  
CITYWIDE SPACE PLANNING AND ARCHITECTURAL CONSULTATION SERVICES  
AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE  
FIRST AMENDMENT TO THE AGREEMENT  
P.W. 700-4**

**WHEREAS**, on December 12, 2023, Indigo Hammond+Playle Architects, LLP ("Indigo") entered into a Consulting Services Agreement ("Agreement") for Citywide Space Planning and Architectural Consultation Services in the amount of \$48,500;

**WHEREAS**, Indigo has performed architectural consultation and space planning services for the Nick Rodriguez Community Center Rehabilitation project and has expended most of these funds; and

**WHEREAS**, the City Council has considered approving the first amendment to the Agreement with Indigo for Citywide Space Planning and Architectural Consultation Services to provide a feasibility study and assessment to remodel the recently purchased building at 800 West 2<sup>nd</sup> Street in the amount of \$54,500 for a total contract amount of \$103,000.

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

1. Approves the first amendment to the Agreement with Indigo Hammond+Playle Architects, LLP for Citywide Space Planning and Architectural Consultation Services to provide a feasibility study and assessment to remodel the recently purchased building at 800 West Second Street in the amount of \$54,500 for a total contract amount of \$103,000 in substantially the form attached as Exhibit "1"; and
2. Authorizes the City Manager or designee to execute the first amendment to the Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2025/\*\***

February 25, 2025

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 25th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**MELISSA RHODES**  
**CITY CLERK OF THE CITY OF ANTIOCH**

## EXHIBIT “1”

### AMENDMENT NO. 1 TO AGREEMENT FOR CITYWIDE SPACE PLANNING AND ARCHITECTURAL CONSULTATION SERVICES P.W. 700-4

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 11<sup>th</sup> day of February 2025, by and between the CITY OF ANTIOCH, a municipal corporation (“**City**”) and INDIGO HAMMOND+PLAYLE ARCHITECTS, LLP, their address is 909 Fifth Street, Davis, CA 95616 (“**Consultant**”).

### RECITALS

**WHEREAS**, on December 12, 2023, **City** and **Consultant**, entered into an Agreement for Citywide Space Planning and Architectural Consultation Services (“**Agreement**”) in the amount of \$48,500; and

**WHEREAS**, on February 11, 2025, the City Council considered approving the first amendment to the Agreement with **Consultant** for Citywide Space Planning and Architectural Consultation Services in the amount of \$54,500 for a total contract amount of \$103,000 and authorized the City Manager to execute the first amendment.

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

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

“Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, and Exhibit A to Amendment No. 1 at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail.”

**2. Section 2 “COMPENSATION” the first sentence shall be amended to read as follows:**

“CITY hereby agrees to pay Consultant a sum not to exceed One Hundred Three Thousand Dollars (\$103,000), notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.



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

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

CITY OF ANTIOCH:

INDIGO HAMMOND + PLAYLE ARCHITECTS

By:

By:

\_\_\_\_\_  
Bessie Marie Scott, City Manager

\_\_\_\_\_  
Bruce Playle, Partner

ATTEST:

\_\_\_\_\_  
Melissa Rhodes, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek Cole, Interim City Attorney



**HAMMOND + PLAYLE**  
ARCHITECTS, LLP

January 28, 2025

Carlos Zepeda, Deputy Director  
Public Works Department  
City of Antioch  
200 H Street  
Antioch, CA 94509-1005

**Re: Amendment, Design Services for Building Renovation, 800 W. 2<sup>nd</sup> Street Remodel, City of Antioch, CA**

Dear Carlos,

Thank you for the opportunity to provide this scope and fee proposal for design services for a feasibility study and assessment of remodeling 800 W. 2<sup>nd</sup> Street for use as the City of Antioch Human Resources Department, and Public Safety & Community Resources Department. This work is performed under the Master Agreement dated December 12, 2024.

**Scope of Work**

The scope of work is a 2-step feasibility study and assessment of the City-owned property at 800 W. 2<sup>nd</sup> Street for use as the City of Antioch Human Resources and Public Safety & Community Resources Department. The property was previously used as a PG&E payment office, currently vacant. The building is 10,255 sf in area, comprised of 4,747 sf on the 1<sup>st</sup> floor, and 5,508 sf on the 2<sup>nd</sup> floor. There is a working elevator and 2 stairs serving the 2<sup>nd</sup> floor. The City intends to renovate the facility using a combination of trade contractors and possible general contracting. The Human Resources Department with 10 employees estimated and the Public Safety & Community Resources Department with 15 employees estimated will move here from City Hall, inclusive of various support and storage spaces. No police services are included, and the building is not to be considered a CA essential services building.

The purpose of 2-steps in this proposal is to first perform a high-level feasibility analysis to determine the best layout and feasibility, including a rough order-of-magnitude ROM cost, so that City can decide how to proceed. The second step includes a more detailed study of the property including engineering analysis and a more detailed cost estimate. At the end of this assessment the City will decide how much subcontracting vs. on-call vs. general contractor work will be required and a proposal for final design, bidding, and construction administration services will be provided accordingly.

**Step #1 – Preliminary Assessment**

Conduct visual inspection and walk-through of both building and site. Based on as-built plans provided by City, prepare CAD base floor plan of the building and base site plan in sufficient detail for use in this study. Review staffing information provided by City and prepare a Program Summary consisting of a tabular summary of all staff and key spaces with tentative space assignments for the City of Antioch Human Relations Department and Public Safety & Community Resources Department. Offices, workstations, storage and common areas will be defined. Perform a fit analysis by comparing the required program area with space available in the existing building. Conduct videoconference with City to review.

With feedback on the Program received from City, prepare up to three (3) alternative site plan and floor plan layouts demonstrating how the existing building can be best used to accommodate the Departments most efficiently and to implement customer service goals. Conduct in-person workshop with City staff to: review and comment on these alternative plans; develop further alternatives or hybrid design; resulting in the Preferred Plan with which to proceed. Timeline is 4 weeks, deliverables:

- Existing facility photos.
- Program Summary in tabular form.
- CAD base plan of the existing site and floor plans.
- Three (3) alternative conceptual site and floor plan layouts.
- One (1) Preferred Alternative conceptual site and floor plan layout.
- ROM cost estimate.
- Meeting notes.

## **Step #2 – Detailed Assessment**

Conduct a technical review of the existing as-built plans and conduct one onsite technical review of the existing building and site by architectural, mechanical, and electrical engineers. Structural review will be limited to areas of change in occupant load (e.g. for files storage, other) and will be conducted remotely. Civil engineering and landscape architecture are excluded. Each discipline will generally define the level of system upgrade or replacement needed to accommodate the new use and/or to meet codes. Prepare a functional group cost estimate and meet with City to review. The cost estimate will be prepared in the Construction Specifications Institute CSI Unifomat functional groups for site and building. Provide a detailed proposal for completing any design and engineering requested by City for final design, permitting, bidding, and construction administration. Timeline is 3 weeks, deliverables:

- Existing facility overview by engineers shown.
- Building systems scopes for mechanical, plumbing, electrical, and low voltage.
- Functional group cost estimate in CSI Unifomat.
- Meeting notes.

Detailed means that level of detail consistent with the preliminary use of this study, providing layout, scope, and framework for construction documents assumed to follow. Site studies such as survey, geotechnical, and building scanning for as-builts are not included, nor are additional meetings or the work of subconsultants or engineers other than those shown. A hazardous materials assessment of the existing building is not needed due to the relatively recent vintage of the building and therefore not included. Also, site investigations for any hazmat, UST, etc. are not included. Further site investigations and other design work may be required should the City decide to complete the design and construction of this project. These are available on the basis of additional services, inquire for pricing.

## **Fee Proposal**

The Total Fee is a time-and-materials fee with a not-to-exceed cost of \$54,500. As detailed below. Step #2 is optional and will not commence without the express authorization by the City based on the findings in Step #1.

<u>Step #1 – Preliminary Assessment</u>	
Architectural incl. coordination	<u>\$22,500.</u>
Total Step #1	<u>\$22,500.</u>

Carlos Zepeda  
January 28, 2025  
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Step #2 – Detailed Assessment (option)

Architectural incl. coordination	\$12,000.
Structural engineering	\$6,000.
Mechanical engineering	\$8,000.
Electrical engineering	<u>\$8,000.</u>
Total Step #2	\$32,000.

Total incl. optional Step #2      \$54,500.

**Invoicing and other terms**

Compensation for the above work will be billed monthly in accordance with the terms of the on-call services agreement. Changes in service will be on a time-and-materials, fixed-fee, or percentage basis as may be mutually agreed to in writing. Refer to the on-call services agreement for additional terms and conditions.

I hope you find this information useful and will look forward to assisting you with this important work for conversion of the City-owned property at 800 W. 2nd Street for use by the City of Antioch.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Playle", with a long horizontal flourish extending to the right.

Bruce Playle, AIA  
California Architect C15459



**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

---

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.

\_\_\_\_\_  
SELLER'S INITIALS

\_\_\_\_\_  
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.

\_\_\_\_\_  
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]

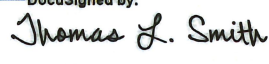
12. Brokers. Seller shall be responsible for the brokerage fee or commission payable in connection with the proposed transaction. Seller shall indemnify the Buyer for the claim of any broker or other party claiming any fee or commission arising out of the acts of the indemnifying party.

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.

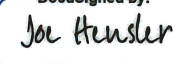
CITY OF ANTIOCH

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager *BMS*

**SUBJECT:** Antioch Police Oversight Commission (APOC) - 2024 Annual Report to City Council

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### **RECOMMENDED ACTION**

It is recommended that the City Council review and approve the Antioch Police Oversight Commission's (APOC) Final 2024 Annual Report.

### **FISCAL IMPACT**

No fiscal impact is anticipated at this time.

### **DISCUSSION**

In accordance with Antioch Municipal Code **§4-3.111 PUBLIC REPORTS:**

- A. The Antioch Police Oversight Commission shall draft and issue public reports regarding issues described in section 4-3.100. An annual report may be in the form of an update from the previous year's report. The Police Commission may issue additional public reports as it deems appropriate.
- B. The Police Commission shall provide annual public reports to City Council, City Manager, and City Attorney on the Police Department's progress on Police Commission recommendations and other updates to the mission of the Police Commission.
- C. All public reports shall omit or redact any confidential or privileged information as defined by State Law.

The attached final annual report has been prepared by the Commission for review and discussion by the City Council. This report was discussed and approved unanimously by the Commission during the regularly scheduled APOC Meeting held on February 3, 2025.

### **ATTACHMENTS**

- A. Antioch Police Oversight Commission (APOC) 2024 Annual Report
- B. February 3, 2025 – Antioch Police Oversight Commission Staff Report
- C. Ordinance No. 2212-C-S: Creation of the Antioch Police Oversight Commission
- D. APOC 2024 Annual Report PowerPoint Presentation



## **Antioch Police Oversight Commission 2024 Annual Report<sup>i</sup>**

### **Section 1: Introduction**

The Antioch Police Oversight Commission (APOC) was established to enhance transparency, accountability, and trust between the Antioch Police Department (APD) and the community it serves. Since its inception, APOC has been steadfast in its commitment to creating policies and practices that reflect the values of equity, justice, and public safety.

To achieve these goals, APOC formed ad hoc committees tasked with evaluating APD policies in key areas, including use of force, internal affairs, community engagement, budget allocation, and overall department policy. These committees have worked diligently to identify areas in need of reform and to recommend amendments that align with national best practices while addressing the unique needs and concerns of Antioch residents.

This report highlights a pivotal milestone in this effort: the decision by APD Chief Brian Addington, in collaboration with City Manager Bessie Marie Scott, to undertake a comprehensive redrafting of the APD policy manual. This decision was driven by the evaluations and recommendations submitted by APOC's ad hoc committees. The commission's input underscored the need for a more comprehensive review to ensure APD policies uphold community trust and safety standards.

To facilitate this review and updating process, APD has partnered with Lexipol. Lexipol is a nationally recognized leader in public safety policy development and training who

specializes in creating best-practice policies grounded in current laws and industry standards; Lexipol supports law enforcement agencies, fire departments, and other public safety organizations across the United States.

Lexipol has a particularly significant presence in California, providing policy frameworks for 95% of the state's law enforcement agencies. Their comprehensive approach ensures that policies are legally compliant, easy to understand, and tailored to meet the operational needs of agencies while addressing public safety priorities.

By partnering with Lexipol to redraft the APD policy manual, Antioch ensures its policies align with state and national best practices, reflecting a commitment to transparency, accountability, and community trust. Lexipol will guide this effort with its expertise in creating best-practice policies grounded in current laws and standards. APOC has been invited to play an active role in this process, ensuring the new manual reflects the community's voice and values. The Antioch Police Officers Association and Police Managers Association will also be part of this process.

The redrafting initiative is expected to span at least six months. During this time, APOC will continue to monitor progress, provide feedback, and prepare for the implementation phase. This collaborative effort represents a significant step forward in aligning Antioch's public safety framework with transparency, equity, and accountability principles.

## **Section 2: Policies that will be Recommended as Additions to the New Manual**

The Antioch Police Oversight Commission (APOC) has identified key areas that need to be addressed in the APD policy manual. This report highlights three critical recommendations for inclusion: the Angelo Quinto Crisis Response Team (AQCRT), Officer Mental Health, and a comprehensive community engagement policy. These additions address gaps that impact community safety and trust, aligning the manual with modern best practices.

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### ***Angelo Quinto Crisis Response Team (AQCRT) Policy Integration***

The AQCRT represents a groundbreaking approach to handling mental health crises and other low-level calls for service that an officer traditionally would handle. Established as a collaborative effort between the City of Antioch, APD, and local community-based organizations, the AQCRT provides a 24/7, non-police response to low-level, non-life-threatening calls for assistance. By addressing mental health crises with trained professionals, AQCRT reduces the potential for escalation, ensuring individuals receive trauma-informed care. The APD policy Manual does delineate the types of calls that AQCRT can handle; the policy should be revised to be more robust and provide additional direction for officers and dispatchers on when the AQCRT could be used.

**Proposed Manual Addition:**

1. **Deployment Protocols:** Clear guidelines for dispatchers to determine when AQCRT is deployed versus law enforcement.
2. **Operational Collaboration:** Frameworks for how APD officers and AQCRT professionals coordinate during overlapping or escalated incidents.

---

***Community Engagement Policy***

Despite its importance in fostering trust and collaboration between law enforcement and residents, APD's current policy manual lacks a dedicated framework for community engagement. Community engagement policies ensure that interactions extend beyond enforcement, focusing on trust-building and mutual understanding.

**Proposed Manual Addition:**

1. **Community Outreach Standards:** Establish clear expectations for APD participation in town halls, neighborhood meetings, and collaborative events.
2. **Engagement Programs:** Develop and formalize initiatives such as youth outreach programs, cultural competency workshops, and public forums to strengthen relationships.

3. **Measurement and Accountability:** Implement metrics to evaluate the effectiveness of community engagement activities and their impact on public trust.

By formally integrating a community engagement policy into the manual, APD will signal its commitment to proactive, transparent, and equitable practices that align with public expectations.

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### ***Officer Mental Health and Wellness Policy***

Law enforcement is a demanding profession that can take a toll on officers' physical and mental health. Despite this, officer mental health often lacks the same institutional support as physical health. APOC recommends considering a policy structure that makes mental health care and therapy a mandatory, ongoing part of the job for all APD officers. APOC understands that these proposals must align with California employment laws, so all the recommendations would need to be thoroughly reviewed and vetted to ensure compliance.

#### **Proposed Manual Addition:**

1. **Mandatory Mental Health Check-ins:** Require officers to participate in regular, confidential mental health check-ins with licensed professionals.
2. **Therapeutic Support Programs:** Provide access to ongoing therapy services, including trauma-informed counseling and stress management resources. We already do this. We have a contact with a counseling firm.
3. **Mental Health Education:** Integrate mental health and wellness training into officer development programs, emphasizing resilience and coping strategies.
4. **Confidentiality Assurance:** Ensure that participation in mental health services is protected and does not negatively impact an officer's career. This is also already done and is codified in CA law.



## **Rationale:**

- **Improved Officer Performance:** Mental wellness supports sound decision-making and situational judgment.
- **Reduced Burnout and Stress:** Regular access to mental health care mitigates job-related stress and reduces the risk of burnout.
- **Enhanced Public Safety:** Mentally healthy officers are better equipped to handle high-stress situations calmly and effectively.
- **Long-term Resilience:** Fostering a culture that prioritizes mental health helps officers sustain long and productive careers.

By treating mental health as an integral part of an officer's overall wellness, APD can create a healthier, more resilient workforce while enhancing public safety outcomes.

## **Conclusion**

These recommended additions aim to address gaps in the current APD policy manual. By institutionalizing the AQCRT and a robust community engagement policy, the manual will reflect the evolving needs of the Antioch community and reinforce its commitment to equitable and effective public safety practices.

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## **Section 3: Budget Review (2023-2025)**

The Antioch Police Oversight Commission (APOC) acknowledges the challenges inherent in conducting a thorough budget review during a period of leadership transitions within the Antioch Police Department (APD). With an interim Chief of Police and a new City Manager taking on their respective roles, the commission recognizes that it would be unreasonable to expect such extensive budgetary evaluations to be completed within a short time frame. This context has guided APOC's decision to focus its full budgetary analysis on the upcoming 2025-2027 budget cycle, which will be introduced in January 2025.

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### ***2023-2025 Budget Review Summary***

Although a comprehensive evaluation of the 2023-2025 budget was limited due to these circumstances, APOC identified key areas for potential funding allocation and improvement. One significant recommendation was to allocate funds—through the City Council's budget process—toward ongoing training for the commission itself. This investment would ensure that APOC can continue to provide effective oversight and remain well-informed on public safety practices and policies.

Additionally, the commission conducted a detailed review of the existing budget, noting areas that require greater attention and resources. These findings will shape APOC's approach to evaluating the 2025-2027 budget, ensuring that the commission can provide informed and actionable recommendations in the next cycle.

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### ***Looking Ahead: 2025-2027 Budget***

APOC plans to conduct a comprehensive review of the proposed 2025-2027 budget once it is presented in January 2025. This review will prioritize:

- Greater transparency in budget allocation and reporting.
- Expanded funding for critical initiatives such as the Angelo Quinto Crisis Response Team (AQCRT) and community engagement programs.
- Ensuring resources are aligned with both community safety and equity goals.

Through this evaluation, APOC aims to advocate for a budget that reflects the priorities and values of the Antioch community while supporting the APD in its mission.

### ***Conclusion***

The commission appreciates the collaborative efforts of APD leadership and the City Manager in navigating the complexities of budgetary planning during this transition period.

APOC remains committed to working alongside these stakeholders to ensure that future budget cycles are equitable, transparent, and aligned with community priorities.

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#### **Section 4: Conclusion and Next Steps**

This report represents a collaborative effort between the Antioch Police Oversight Commission (APOC) and the Antioch Police Department (APD) to prioritize transparency, accountability, and community trust. The recommendations outlined herein reflect a shared commitment to enhancing public safety practices while fostering meaningful engagement with the community.

#### ***Summary of Recommendations***

APOC respectfully submits the following key recommendations for City Council review and approval:

- 1. Angelo Quinto Crisis Response Team (AQCRT) Policy Integration**
  - Formalize protocols for the deployment and collaboration of the AQCRT within the APD policy manual to address mental health crises with a trauma-informed, non-police response.
- 2. Community Engagement Policy**
  - Develop and implement a comprehensive framework for community outreach, including engagement programs, outreach standards, and accountability measures.
- 3. Officer Mental Health and Wellness Policy**
  - Review the feasibility of a mandatory officer mental health and therapy policy that treats mental wellness as an integral part of job performance and overall health to support resilience, reduce burnout, and enhance public safety.
- 4. Ongoing Training for the Commission**
  - Allocate funding from the current budget to support the training and development of APOC members, ensuring effective oversight.

## 5. 2025-2027 Budget Review Planning

- Prepare for a thorough evaluation of the upcoming budget cycle, with a focus on transparency, resource alignment, and investment in critical programs.

These recommendations have been crafted with input from APD leadership and reflect a mutual understanding of the need for reform and improvement. APD has expressed its support for the proposed initiatives, recognizing their potential to enhance operational effectiveness and community trust.

### **Acknowledgments**

APOC extends its gratitude to APD leadership and the City Manager for their collaborative spirit and dedication to public safety. The support and engagement of these stakeholders have been instrumental in advancing this report and ensuring its alignment with the values and needs of the Antioch community.

By working together, APOC, APD and the City of Antioch reaffirms our commitment to creating a safer, more equitable future for all Antioch residents.

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<sup>i</sup> In accordance with Antioch Municipal Code §4-3.111 PUBLIC REPORTS: B. The Police Commission shall provide annual public reports to City Council, City Manager, and City Attorney on the Police Department's progress on Police Commission recommendations and other updates to the mission of the Police Commission.



**STAFF REPORT TO THE ANTIOCH POLICE OVERSIGHT COMMISSION**

**DATE:** Regular Meeting of February 3, 2025

**TO:** Honorable Chairperson and Members of the Antioch Police Oversight Commission

**SUBMITTED BY:** Bessie Marie Scott, City Manager

**SUBJECT:** Final Annual Report to Antioch City Council

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**RECOMMENDED ACTION**

It is recommended that the Antioch Police Oversight Commission review and approve the Final Annual Report to be provided to the Antioch City Council.

**FISCAL IMPACT**

None.

**DISCUSSION**

In accordance with Antioch Municipal Code **§4-3.111 PUBLIC REPORTS:**

- A. The Police Oversight Commission shall draft and issue public reports regarding issues described in section 4-3.100. An annual report may be in the form of an update from a previous year's report. The Police Commission may issue additional public reports as it deems appropriate.
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- C. All public reports shall omit or redact any confidential or privileged information as defined by State Law.

The attached final annual report has been prepared by the Commission for review and discussion.

**ATTACHMENTS**

- A. Final Annual Report



## **Antioch Police Oversight Commission 2024 Annual Report<sup>i</sup>**

### **Section 1: Introduction**

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The redrafting initiative is expected to span at least six months. During this time, APOC will continue to monitor progress, provide feedback, and prepare for the implementation phase. This collaborative effort represents a significant step forward in aligning Antioch's public safety framework with transparency, equity, and accountability principles.

## **Section 2: Policies that will be Recommended as Additions to the New Manual**

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---

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## **Rationale:**

- **Improved Officer Performance:** Mental wellness supports sound decision-making and situational judgment.
- **Reduced Burnout and Stress:** Regular access to mental health care mitigates job-related stress and reduces the risk of burnout.
- **Enhanced Public Safety:** Mentally healthy officers are better equipped to handle high-stress situations calmly and effectively.
- **Long-term Resilience:** Fostering a culture that prioritizes mental health helps officers sustain long and productive careers.

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## **Conclusion**

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---

### ***2023-2025 Budget Review Summary***

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Additionally, the commission conducted a detailed review of the existing budget, noting areas that require greater attention and resources. These findings will shape APOC's approach to evaluating the 2025-2027 budget, ensuring that the commission can provide informed and actionable recommendations in the next cycle.

---

### ***Looking Ahead: 2025-2027 Budget***

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- Greater transparency in budget allocation and reporting.
- Expanded funding for critical initiatives such as the Angelo Quinto Crisis Response Team (AQCRT) and community engagement programs.
- Ensuring resources are aligned with both community safety and equity goals.

Through this evaluation, APOC aims to advocate for a budget that reflects the priorities and values of the Antioch community while supporting the APD in its mission.

### ***Conclusion***

The commission appreciates the collaborative efforts of APD leadership and the City Manager in navigating the complexities of budgetary planning during this transition period.

APOC remains committed to working alongside these stakeholders to ensure that future budget cycles are equitable, transparent, and aligned with community priorities.

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#### **Section 4: Conclusion and Next Steps**

This report represents a collaborative effort between the Antioch Police Oversight Commission (APOC) and the Antioch Police Department (APD) to prioritize transparency, accountability, and community trust. The recommendations outlined herein reflect a shared commitment to enhancing public safety practices while fostering meaningful engagement with the community.

#### ***Summary of Recommendations***

APOC respectfully submits the following key recommendations for City Council review and approval:

- 1. Angelo Quinto Crisis Response Team (AQCRT) Policy Integration**
  - Formalize protocols for the deployment and collaboration of the AQCRT within the APD policy manual to address mental health crises with a trauma-informed, non-police response.
- 2. Community Engagement Policy**
  - Develop and implement a comprehensive framework for community outreach, including engagement programs, outreach standards, and accountability measures.
- 3. Officer Mental Health and Wellness Policy**
  - Review the feasibility of a mandatory officer mental health and therapy policy that treats mental wellness as an integral part of job performance and overall health to support resilience, reduce burnout, and enhance public safety.
- 4. Ongoing Training for the Commission**
  - Allocate funding from the current budget to support the training and development of APOC members, ensuring effective oversight.

## 5. 2025-2027 Budget Review Planning

- Prepare for a thorough evaluation of the upcoming budget cycle, with a focus on transparency, resource alignment, and investment in critical programs.

These recommendations have been crafted with input from APD leadership and reflect a mutual understanding of the need for reform and improvement. APD has expressed its support for the proposed initiatives, recognizing their potential to enhance operational effectiveness and community trust.

### **Acknowledgments**

APOC extends its gratitude to APD leadership and the City Manager for their collaborative spirit and dedication to public safety. The support and engagement of these stakeholders have been instrumental in advancing this report and ensuring its alignment with the values and needs of the Antioch community.

By working together, APOC, APD and the City of Antioch reaffirms our commitment to creating a safer, more equitable future for all Antioch residents.

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<sup>i</sup> In accordance with Antioch Municipal Code §4-3.111 PUBLIC REPORTS: B. The Police Commission shall provide annual public reports to City Council, City Manager, and City Attorney on the Police Department's progress on Police Commission recommendations and other updates to the mission of the Police Commission.

**ORDINANCE NO. 2212-C-S**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ADDING SECTION 5.109 TO TITLE 2 AND CHAPTER 3 TO TITLE 4 OF  
THE ANTIOCH MUNICIPAL CODE CREATING THE ANTIOCH POLICE  
OVERSIGHT COMMISSION**

**WHEREAS**, the City Council directed City staff to research and make recommendations to the City Council Police Oversight Standing Committee on the potential formation of an Antioch Police Oversight Commission;

**WHEREAS**, City staff researched (1) police oversight commissions and boards in general law and charter cities; (2) the differences between citizen police oversight commissions in general law cities and charter cities; and (3) solutions that can be achieved under each type of government within state and local laws and policies; and

**WHEREAS**, City staff recommends the formation of the Antioch Police Oversight Commission to increase transparency, enhance accountability, foster trust, and strengthen police-community relations in the City.

The City Council of the City of Antioch, California, hereby ordains as follows:

**SECTION 1. Recitals.**

The above recitals are incorporated as though set forth in this section.

**SECTION 2. Adoption.**

Section 2-5.109 is hereby added to the Antioch Municipal Code to read as follows:

**§ 2-5.109 ANTIOCH POLICE OVERSIGHT COMMISSION.**

The Antioch Police Oversight Commission ("Police Commission") consists of seven members. The Police Commission has the duties as specified in Chapter 3 of Title 4 of this code.

**SECTION 3. Adoption.**

Chapter 3 is hereby added to Title 4 of the Antioch Municipal Code to read as follows:

**Sections**

4-3.101	CREATED.
4-3.102	PURPOSE.
4-3.103	MEMBERSHIP AND APPOINTMENT.
4-3.104	TERMS OF OFFICE AND REMOVAL FROM OFFICE.
4-3.105	OFFICERS.

4-3.106	MEETINGS.
4-3.107	NO COMPENSATION.
4-3.108	BUDGET.
4-3.109	TRAINING.
4-3.110	POWERS AND DUTIES.
4-3.111	PUBLIC REPORTS.

#### **§ 4-3.101 CREATED.**

There is hereby created an Antioch Police Oversight Commission (hereinafter referred to as the "Police Commission").

#### **§ 4-3.102 PURPOSE.**

The purpose of the Police Commission is to advise the City Council, City Manager, and Chief of Police on the administration of the Antioch Police Department and on matters of public safety within the City of Antioch to ensure that the Antioch Police Department's policies, practices, and customs conform to national standards of constitutional policing.

The Police Commission shall facilitate community participation and oversight by reviewing and recommending policies, procedures, practices, and programs designed to result in community policing that is effective, responsive, and sensitive to the diverse needs of the residents of the City.

The Police Commission shall promote and encourage open communication and cooperation between the Antioch Police Department and residents of the City, recognizing that policing the City of Antioch is a shared responsibility.

The Police Commission shall develop, review, and make policy recommendations aimed at informing the community of its rights and responsibilities when interacting with police officers.

#### **§ 4-3.103 MEMBERSHIP AND APPOINTMENT.**

(A) The Police Commission shall consist of seven (7) voting members appointed by the Mayor and confirmed by the City Council.

(B) All voting members of the Police Commission shall be residents of the City of Antioch.

(C) The Mayor and the City Council shall strive to appoint and confirm at least:

(a) one (1) representative from each of the four (4) councilmember voting districts of the City;

- (b) one (1) representative of the Antioch faith-based community;
- (c) one (1) representative of the Antioch business community; and
- (d) one (1) employee or student of the Antioch Unified School District.

(D) No one shall be excluded from the Police Commission because he or she has a criminal record.

(E) The following shall not be eligible to serve as a Police Commissioner:

- (a) current sworn police officer or his/her spouse;
- (b) current City employee or his/her spouse;
- (c) former Department sworn employee or his/her spouse; or
- (d) current or former employee, official, or representative of an employee association representing sworn police officers or his/her spouse.

(F) Commissioners shall not be issued and shall not display, wear, or carry badges that so resemble a peace officer's badge that an ordinary reasonable person would believe that Commissioners have the authority of a peace officer.

#### **§ 4-3.104 TERMS OF OFFICE AND REMOVAL FROM OFFICE.**

(A) The terms of office for all members of the Police Commission shall be three years, but the terms of not more than three (3) members shall expire in any one year. Therefore, when the initial seven (7) members are selected, two (2) commissioners shall be appointed to serve an initial one-year term, two (2) commissioners shall be appointed to serve an initial two-year term, and the remaining three (3) shall serve an initial three-year term. No members shall serve for more than two consecutive full terms. For this purpose, the initial one-year and two-year terms in this paragraph shall be considered full terms. The expiration date of all terms shall be November 30, but each member shall serve until his or her successor is duly appointed and qualified.

(B) A member may resign before the expiration of his or her term with written notification to the chairperson of the Police Commission and the Mayor.

(C) Members of the Police Commission shall serve at the pleasure of the City Council and may be removed from office by a majority vote of the Council.

(D) The Police Commission may recommend to the City Council that a member be removed for reasons including but not limited to:

- (a) misuse of position as a Police Commission member;



- (b) misuse of police-issued documents;
- (c) misconduct that impedes the member's ability to serve as an effective and impartial Police Commission member;
- (d) unexcused absences from at least three meetings in a one-year span of time;
- (e) violation of the Code of Ethics of the National Association for Civilian Oversight of Law Enforcement (NACOLE); or
- (f) conflict of interest.

(E) Upon receipt of notification of resignation or a Council vote of removal, the position shall be considered vacant and eligible for the Mayor to nominate a replacement commissioner for appointment with confirmation by the City Council. The replacement commissioner shall serve for the remainder of the term and be eligible for reappointment for one additional term.

#### **§ 4-3.105 OFFICERS.**

During January of each year, the Police Commission shall elect one of its members as chairperson and one as vice-chairperson who shall each hold office for one (1) year or until their respective successors are elected. After all Police Commission members have been appointed and confirmed, officers shall be elected no later than the second meeting of the Police Commission. No officer shall be eligible to serve more than two consecutive terms in the same office.

#### **§ 4-3.106 MEETINGS.**

(A) The Police Commission shall hold its first meeting within thirty days after all of its members have been appointed and confirmed. At the first meeting, the Police Commission shall set the time and date of regularly scheduled meetings, which shall occur at least twice each month, except during the months of July and December when regular meetings shall occur once per month. Regular meetings of the Police Commission shall be held at Antioch City Hall except for meetings held under section 4-3.060(B). The Police Commission shall notify the public of the time and place of its meetings and provide time for public comment at each meeting in compliance with the Brown Act.

(B) At least two meetings of the Police Commission each year shall be held at locations within the City of Antioch other than City Hall for the purpose increasing community engagement with the Police Commission. The Police Commission shall make a good faith effort to hold these meetings at public schools, youth centers, or community-based organizations within the City of Antioch.

(C) All Police Commission meetings are subject to the Brown Act.

(D) In the interest of upholding and modeling a positive relationship between the citizens of Antioch and the Antioch Police Department, the Antioch Chief of Police, or his or her designee, shall attend the beginning of all public meetings of the Police Commission and, as the first order of new business, be placed on the agenda to comment or report on any matters under consideration by the Police Commission.

#### **§ 4-3.107 NO COMPENSATION.**

Members of the Police Commission shall serve without compensation. However, the City Council may authorize the reimbursement of reasonable expenses incurred by the members in the performance of their duties.

#### **§ 4-3.108 BUDGET.**

The City shall provide the Police Commission with funding for general operating expenses, training, and continuing education for all Police Commissioners.

#### **§ 4-3.109 TRAINING.**

The City shall provide appropriate funding for introductory training of new Police Commission members as well as continuing education for all members. Training shall cover all of the following, but not be limited to:

- (A) The ordinance establishing the Police Commission;
- (B) National standards of constitutional policing;
- (C) Department operations, policies, procedures, practices, and programs;
- (D) Laws governing local public records and public meetings, confidentiality, police officer rights, arrestee rights, and excessive force; and
- (E) Police policies, practices, and procedures around stops, arrests, use of force, detention, large-scale protests, and marginalized communities.

#### **§ 4-3.110 POWERS AND DUTIES.**

To effectuate its purpose, the Police Commission shall, in compliance with the California Public Records Act (Gov. Code, §§ 6250 et seq.), Penal Code Sections 832.7 and 832.8; California Public Safety Officers Procedural Bill of Rights Act (Gov. Code, §§ 3300 et seq.), Government Code section 38630, Government Code section 37104, Penal Code section 832.7, and all other applicable state and federal law:



(A) Propose changes, at its discretion or upon receiving direction from the City Council, including modifications to the Police Department's proposed changes, to any policies or procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques on civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law. All such proposed changes and modifications shall be submitted to the City Council for approval or rejection.

(B) Recommend City Council approval or rejection of the Police Department's proposed changes to all policies and procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques with civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law.

(a) If the Police Commission recommends rejection of the proposed policy, the Police Department's proposed changes, notice of the Commission's rejection, and the reasons for rejection, together with the Police Department's proposed changes, shall be submitted to the City Council for review.

(b) If the Police Commission recommends approval of the Police Department's policy, the Police Department's proposed changes will proceed directly to the City Council for review.

(c) If the Police Commission does not approve or reject the Police Department's proposed changes within sixty (60) days of the Police Department's submission of the proposed changes to the Police Commission, the Police Department's proposed changes will proceed directly to the City Council for review.

(C) Review and comment on, at its discretion, any other policies, procedures, customs, and general orders of the Police Department. All such comments shall be submitted to the Chief of Police, the City Manager, and the City Attorney. The Chief of Police shall provide a written response to the Police Commission upon request.

(D) Review the City Council's proposed budget advise whether budgetary allocations for the Police Department are aligned with the Police Department's policies and procedures. The Police Commission shall conduct at least one public hearing on the Police Department budget per budget cycle and shall forward to the City Council any recommendations for change.

(E) Require the Chief of Police to submit an annual report to the Police Commission regarding such matters as the Police Commission shall require.

(F) Report at least once a year to the Mayor, the City Council, and to the public to the extent permissible by law, the information contained in the Chief's report in addition to such other matters as are relevant to the functions and duties of the Police Commission.

(G) Receive reports from the Police Department on publicly disclosable information concerning the status of civilian complaints. Develop a program for the mediation of civilian complaints, in coordination with the Chief of Police, the City Manager, and the City Attorney.

(H) Study, develop, and recommend community policing and alternative crime-prevention policies and strategies to the Chief of Police, City Manager, City Attorney, and City Council; assess and make recommendations regarding the role of social services in public safety, including but not limited to those related to mental health, alcohol and substance abuse, homelessness, juvenile justice, and education.

(I) Develop and recommend, in conjunction with the Chief of Police and the City Manager, educational programs regarding policing in Antioch and community outreach events, such as town hall meetings, forums to communicate information about neighborhood watch programs, and events designed to encourage safety and emergency preparedness.

(J) Request and review data from public records of the Antioch Police Department as needed to effectuate the Police Commission's powers and duties including data regarding police use of force; demographics of individuals stopped, searched, or arrested; demographics of Antioch Police Department officers and staff; and officer training and qualifications.

#### **§ 4-3.111 PUBLIC REPORTS.**

(A) The Police Commission shall draft and issue public reports regarding the issues described in section 4-3.100. An annual report may be in the form of an update from a previous year's report. The Police Commission may issue additional public reports as it deems appropriate.

(B) The Police Commission shall provide annual public reports to City Council, City Manager, and City Attorney on the Police Department's progress on Police Commission recommendations and other updates relevant to the mission of the Police Commission.

(C) All public reports shall omit or redact any confidential or privileged information as defined by State law.

#### **SECTION 4. CEQA.**

The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance authorizes the City Council to create an Antioch Police



Oversight Commission and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

**SECTION 5. Severability.**

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

**SECTION 6. Publication; Effective Date.**

This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

\* \* \* \* \*

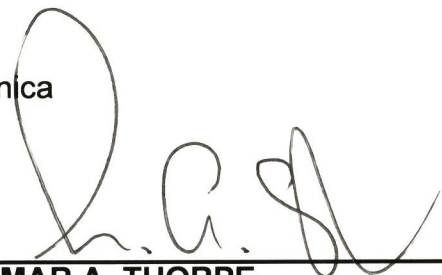
**I HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 10th day of May, 2022 and passed and adopted at a regular meeting thereof held on the 24th day of May, 2022, by the following vote:

**AYES:** Council Members District 1 Torres-Walker, District 4 Wilson, and Mayor Thorpe

**NOES:** Council Member District 3 Ogorchock

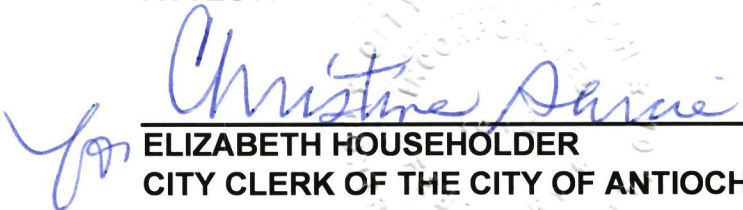
**ABSTAIN:** None

**ABSENT:** Mayor Pro Tem (District 2) Barbanica



**LAMAR A. THORPE**  
**MAYOR OF THE CITY OF ANTIOCH**

**ATTEST:**



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

ANTIOCH POLICE  
OVERSIGHT COMMISSION  
(APOC)  
2024 ANNUAL REPORT  
PRESENTATION

ATTACHMENT D

- Presented by:  
Porshe Taylor, Chair  
and Vice Chair Devin  
Williams
- Date: 02/25/2025
- City of Antioch

This report was  
drafted by APOC  
commissioners in  
collaboration with the  
Antioch Police Chief.



# INTRODUCTION

- APOC enhances transparency, accountability, and trust between APD and the community with a scope of policy change recommendation to the City Council.

In 2024 APOC:

- Established ad hoc committees to evaluate key policies.
- Led efforts to reform policies in use of force, internal affairs, community engagement, hate crimes, and budget.
- APD Chief and City Manager committed to redrafting the entire APD policy manual with Lexipol and APOC commissioners.
- APOC has actively been involved to ensure community voice and values are reflected in the drafting of the new APD handbook.

# RECOMMENDED POLICY ADDITIONS AS OF 2024

- 1. Angelo Quinto Crisis Response Team (AQCRT)
- 2. Community Engagement Policy
- 3. Officer Mental Health & Wellness Policy



# ANGELO QUINTO CRISIS RESPONSE TEAM (AQCRT)

- • 24/7 non-police crisis response for mental health & low-level calls.
- • Deployment Protocols: Guidelines for dispatchers on AQCRT vs. APD response.
- • Operational Collaboration: Coordination between AQCRT professionals & APD officers.
- • Data Collection & Oversight: Ensuring transparency and effectiveness.

# COMMUNITY ENGAGEMENT POLICY

- Establish a formal framework for building trust between APD and the community.
- Community Outreach Standards: Participation in town halls, meetings, and public forums.
- Engagement Programs: Youth outreach, cultural competency workshops, and public safety initiatives.
- Accountability: Metrics to assess engagement effectiveness and public trust.

# OFFICER MENTAL HEALTH & WELLNESS POLICY

- Recognizing mental health as essential for officer performance and public safety.
- Mental Health Check-ins: Regular, confidential sessions with professionals.
- Therapeutic Support Programs: Access to trauma-informed counseling & stress management.
- Confidentiality Protections: Ensuring no negative career impact for mental health support.

# 2023-2025 BUDGET REVIEW

- An in depth review was completed of the budget however being we were at the end of a fiscal cycle we agreed to move forward working collectively on recommendation on the new cycle.
- Recommendation: Allocate funds for APOC training to improve oversight effectiveness.
- We as a commission noted several areas requiring additional attention in future budget evaluations.

# LOOKING AHEAD: 2025-2027 BUDGET PRIORITIES

- Full budget review to begin once Council begins final reviewing the APD budget in March of 2025.
- Priorities:
  - - Greater transparency in budget allocation.
  - - Expanded funding for AQCRT & community engagement programs as well as training and resources for all APOC commissioners
  - - Alignment of resources with safety & equity goals.

# CONCLUSION & NEXT STEPS

- • APOC Key Recommendations:
  - - Integrate AQCRT policy into APD policy manual.
  - - Develop a formal community engagement policy.
  - - Review feasibility of officer mental health policies.
  - - Secure funding for APOC training.
  - - Conduct a full 2025-2027 budget evaluation.
- • Ongoing collaboration with APD and City Council to build trust and reform policies.


# CALL TO ACTION & QUESTIONS

- • City Council support needed to approve policy additions.
- • Encourage public participation in APOC initiatives.
- • Open to questions & discussion.

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Council Discussion on a Temporary Pause of Antioch Police Oversight Commission (APOC) Meetings

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**RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to staff regarding implementing a temporary pause of Antioch Police Oversight Commission meetings.

**FISCAL IMPACT**

This discussion has no fiscal impact.

**DISCUSSION**

**Background**

On May 24, 2022, the Antioch City Council adopted Ordinance No. 2212-C-S that created the Antioch Police Oversight Commission ("Commission"). The purpose of the Commission is as follows:

- The Commission is to strengthen trust, transparency, accountability, and police-community relations in the City of Antioch by ensuring that the Antioch Police Department's policies, practices, and customs meet or exceed national standards of constitutional policing.
- The Commission shall advise the City Council, City Manager, and Chief of Police on the administration of the Antioch Police Department and on policy matters concerning public safety within the City of Antioch. The Commission shall facilitate community participation and oversight by reviewing and recommending policies, procedures, practices, and programs designed to result in community policing that is effective, responsive, and sensitive to the diverse needs of the residents of the City.



- The Commission shall promote and encourage open communication and cooperation between the Antioch Police Department and residents of the City, recognizing that policing the City of Antioch is a shared responsibility.
- The Commission shall develop, review, and make policy recommendations aimed at informing the community of its rights and responsibilities when interacting with police officers.

The Commission held its first Commission meeting on March 18, 2024, with all seven (7) Commissioners in attendance. Throughout the year, the lack of Commissioner attendance began to create a negative impact on the Commission with several meetings needing to be canceled due to a lack of quorum. Currently, there are four (4) Commissioners on the Commission. The City Council is committed to supporting the Commission to carry out the spirit of the Ordinance and ensure community input and participation in how police services are carried out by the Antioch Police Department (APD). To ensure the long-term success of the Antioch Police Oversight Commission (APOC), the City Council will discuss whether to institute a temporary pause on commission meetings until June 2025 in order to provide adequate time to:

1. Review and Refine the Current Ordinance: Examine the existing framework to ensure it aligns with best practices, the City's mission and the MOA with the USDOJ.
2. Interview and Select Additional Commissioners: Allow the City Council to fill vacant seats with qualified candidates. This may involve reopening the application period to receive additional applications from prospective candidates.
3. Establish a Commissioner Onboarding Process: Establish a checklist and process for onboarding new commissioners.
4. Provide Comprehensive Training for Commissioners: Ensuring all members are well-prepared to fulfill their duties effectively.
5. Develop Rules of Decorum: Establish guidelines for the City Council and all City Commissions, all commissioners, board members, and meeting participants to promote professionalism, respect, and effective discussion and collaboration.
6. Ensure Funding for APOC Training: Allocating resources to support training that equips the commission with the tools needed for success.

Any pause will not result in the removal of current commissioners (except for reasons outlined in the adopted ordinance or City Code) serving on APOC. The Ad Hoc Committees will continue during this pause to ensure progress on critical initiatives is not disrupted. This pause is a strategic investment in strengthening the APOC's foundation, ensuring that it can fulfill its role effectively and sustainably in the years to come.

The City Council is asked to provide direction to staff on the future of the Commission.  
The following alternatives are provided for discussion:

1. No change. The Commission continues per Ordinance No. 2212-C-S;
2. Direct staff to prepare and return with a plan of action to implement a pause of APOC for a specified time and bring said plan to a future Council meeting that has been properly noticed to amend Ordinance No. 2212-C-S, that created the Commission; or
3. Other City Council recommendation.

### **ATTACHMENTS**


None

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

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

**APPROVED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** Emergency Staffing for the Finance Department, Human Resources Department, Office of the City Manager, Office of the City Clerk and Conversion of Computer Technician in Information Systems

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the following:

1. Emergency staffing allocation of a Payroll Specialist;
2. Emergency staffing allocation of a Human Resources Manager;
3. Emergency staffing allocation of a Public Records Coordinator;
4. Emergency staffing allocation of a second Assistant City Manager;
5. Conversion of a Computer Technician to Administrative Assistant in Information Systems; and
6. Authorizing the City Manager to make the necessary budget adjustments.

**FISCAL IMPACT**

Should City Council authorize the conversion of three Code Enforcement Officer ("CEO") positions (as requested in the "Discussion" section following) to one (1) Payroll Specialist, one (1) Human Resources Manager and one (1) Public Records Coordinator, the overall annual salary and benefit increase of the three requested positions would be \$129,848. However, with the budget re-allocation of vacancy savings from the CEO's in fiscal year 2025, the General Fund would actually incur net budget savings of \$157,572.

Funding of a second Assistant City Manager would have a \$106,374 fiscal year 2025 General Fund impact, and conversion of a vacant Computer Technician to an Administrative Assistant I/II/III in the Information Services department would be budget neutral in fiscal year 2025. The impact of not approving this emergency staffing request will result in an interruption of service delivery and delay city-wide improvements desperately needed. Too, any strategic planning and priority setting by this City Council will be delayed, as the operational fidelity and structure needed currently does not exist—thus priorities will be an extreme challenge to carry out without these additional supports. We see this impact as a fiscal impact as well, as services needed by our citizens are delayed every day we do not have permanent directors, while there are space issues, while human resource requests languish, and while requests for records and space needs are not met for the public and our workforce.

### **DISCUSSION**

The City Manager is requesting authorization to hire, reclassify, and restructure staffing positions based on an assessment of the City of Antioch's current staffing levels and emergency needs for operational supports agencywide. The request is being brought forth now as two of the positions, Human Resources Manager and Public Records Coordinator, are new class specifications that will require creation of the job specifications, meet and confer with the bargaining units and then approval by City Council of the specifications of salary schedule before the recruitment process can begin. Further postponement of this item will delay the hiring timeline of these critical positions even longer, impacting the City Manager's and Directors' ability to address immediate operational needs of the city and the departments.

On June 22, 2021, City Council authorized the addition of seven new Code Enforcement Officers with the adoption of the fiscal year 2021-23 budget, going from seven originally allocated to 14 total. In 2021 after approval, two Code Enforcement Officers were hired bringing the staffing to 9 filled positions. These two positions were vacated in early 2023 and since that time, Code Enforcement staffing has not reached beyond 7 filled positions. They are currently staffed at six full time employees. During the midyear budget review in June 2024, City Council authorized the conversion of one of the vacant Code Enforcement Officer positions to a Building Inspector position based on the recommendation of the Acting Community Development Director for staffing needs in Community Development Department. As a result of this action, there are currently 13 authorized Code Enforcement Officer positions in the 2023-25 budget.

The newly appointed City Manager started in October 2024 and was asked to assess the request from several councilmembers as to the status of hiring for the vacant Code Enforcement Officer positions based on the need for more city-wide code enforcement support. As such, the City Manager worked with the Community Development Department and Human Resources Director Cortez and the vacant positions were posted. There is a need to fill Code Enforcement Officer vacancies and hiring and training has taken time. Increasing staff capacity in this area comes with operational costs for additional space, vehicles, etc. thus, phasing in more staff is a better approach at this

time. Due to the need to incrementally scale up and attrition of existing staff, the number we would like to reach for now is ten CEO's. Interviews for four additional Code Enforcement Officers have been conducted and second interviews and hiring will be completed in March 2025. The staffing asks herein include a fiscal conversion of three of the vacant positions, and as such will **offset the fiscal impact in totality**.

### **Staffing Considerations**

The following are justifications for the immediate request in staffing support and operational bandwidth improvements:

1. **Finance Department** - Due to the citywide increase in staff to 423 authorized positions over the last two budget cycles, it is essential to expand payroll support within the Finance Department by hiring one additional Payroll Specialist. There are currently only two payroll specialists for the entire city. **No additional payroll staff have been added in more than a decade**, even while staffing and payroll functions have increased exponentially across the city. There are currently two authorized and filled Payroll Specialist positions that process payroll on a bi-weekly basis. The amount of time and effort to complete payroll is significant, and as the City continues to fill its vacancies, it will take even more processing time to handle the additional staffing and take further setup time of new employees in collaboration with the Human Resources department. In addition, when the Water Park opens for its operating season, that adds hundreds more seasonal/temporary employees that need to be processed. Payroll staff is also responsible for monthly, quarterly, and annual tax filing and other reporting among many other duties related to payroll and benefits outside of just processing paychecks. Oftentimes, the Deputy Finance Director must step in as a third payroll processor to ensure payroll is completed accurately and timely. The additional position will enhance the capacity to meet the growing staffing needs of the City. The fiscal year 2025 annual salary and benefit cost of a Payroll Specialist at Step E is \$191,533 and the pro-rated estimated fiscal year 2025 cost (\$31,922) would be offset by conversion of the CEO positions.
2. **Human Resources Department** - Due to the citywide increase in staff, it is essential to expand the Human Resources Department by hiring two additional team members. This expansion is necessary to ensure adequate support for all HR-related matters, including the maintenance, development, and implementation of new programs and projects. The City Manager needs to hire a Community Development Director, an Economic Development Director, a Police Chief, in addition to a Public Works Director/City Engineer. Too, Council will need to hire a permanent City Attorney. These hires must all be managed through the city's Human Resources Department which is understaffed. In order to address critical needs, in house staffing for recruitment, hiring, onboarding and recruitment is necessary. Too, our human resource team also conducts and manages hiring for the Antioch Police Department. **There are**

**five people total in the unit and almost 90 vacancies to fill.** The needs are exponential, and the staffing is abysmal with regards to the current staffing levels versus the actual bandwidth needed to carry out the work. The additional personnel will enhance the department's capacity to meet the growing needs of the workforce effectively and support organizational objectives.

- a. **Human Resources Manager:** This position is essential to support the Human Resources Director in the daily operations of the Human Resources Department. Responsibilities include conducting research and surveys on current industry standards related to policies, procedures, and salary benchmarks. The Human Resources Manager will assist in drafting staff reports, oversee special projects, support all aspects of workplace investigations, and contribute to upcoming negotiations. Additionally, this role may serve as the acting Human Resources Director in the Director's absence, ensuring continuity of leadership and operations. The fiscal year 2025 annual salary and benefit cost of the position at Step E is \$261,845 and the pro-rated estimated fiscal year 2025 cost (\$43,641) would be offset by conversion of the CEO positions.

3. **Office of the City Clerk –** Within the last few years, requests for public records have increased significantly. In 2023 the City received 148 public records requests. In 2024, the City received 338 public records requests. There is no centralized system or staffing support for receiving and processing public records requests. Too, there is **no centralized process for records management** within the City, and departments operate records retention and storage independently of each other which makes responding to public records difficult, and time consuming. The City's Records Retention Schedule was last updated in 2008 and as such no records can be processed for destruction, and the storage facility located at Public Works, as well as on site storage within departments is over capacity. Using office space for the storage of records has compounded the issue of a shortage of space needed for staff.

- a. **Public Records Coordinator:** The Public Records Coordinator will review and assess Public Records Act (PRA) requests and determine whether the information requested may be released in compliance with the laws, regulations, and policy. Additionally, the coordinator will maintain PRA requests to ensure the logs of all requests and research information are accurate, up to date, and in compliance with the Public Records Act. The Coordinator will also provide customer service to the public in person, by telephone and through email. In addition, this new position will develop and implement a City-wide records management program; assist in the operation and oversee maintenance of records management program, records retention schedule, and master filing guide, as well as coordinate with other departments regarding the

storage of files and documents in adherence to the City's retention schedule; and scan documents into Laserfiche Records Software for future reference City-wide. The fiscal year 2025 annual salary and benefits cost of the position at Step E is \$214,110 and the pro-rated estimated fiscal year 2025 cost (\$35,685) would be offset by conversion of the CEO positions.

4. **Office of the City Manager** - Due to the citywide staffing shortages, and the need for policy briefing, metrics, and evaluation, as well as strategic planning and project management staff, it is essential to hire a second Assistant City Manager position that will be dedicated to the executive office to increase the bandwidth and shorten the turnaround time needed for briefings, white papers, special project implementation and policy support necessary for the City. **The city does not have a single policy analyst or a Chief of Staff** which is detrimental for a city this size, and unheard of. The additional position will enhance the City's capacity to meet the needs of the City Council in carrying of the important priorities of delivering municipal services and will assist in more effectively supporting and carrying out the City Manager's organizational objectives.

- a. **Assistant City Manager (ACM)**: The ACM will be responsible for assisting with operational tasks related to the day-to-day duties in the City Manager's Office. The ACM will be expected to research, analyze, and create reports/findings for the City Manager. The ACM will work on gathering data specifically for Council-issued initiatives that reside in the City Manager's Office. Currently, all analytical work, policy briefings and white papers, research, contract negotiations and preparations, and any Council initiatives that fall under the City Manager's Office purview, is performed by the City Manager and Assistant City Manager. The second ACM will assume the aforementioned duties allowing the City Manager to continue to focus on other more pertinent duties and be able to adequately delegate the many priorities of the department to ensure they are carried out timely and efficiently. The fiscal year 2025 salary and benefit cost at Step E is \$425,495 and the estimated pro-rated fiscal year 2025 cost to the General Fund is \$106,374.

## 5. Information Services Department

- a. **Conversion of a vacant Computer Technician to Administrative Assistant I/II/III**: The information systems department spends a substantial amount of time on routine administrative duties each week, diverting them from critical technical tasks. For the entire city, including the Antioch Police Department, **there are a total of only four IS support staff**. An administrative assistant will enhance the efficiency

and productivity of the department by managing these routine administrative tasks, which will include purchasing, organization of records and software licensing, hardware inventory, and documentation. The position will also act as a liaison between departments, ensuring smooth communication. The addition of this role to the information systems department is a cost-effective solution and will ultimately contribute to the organization's operational excellence and growth by allowing technical staff to focus on daily operations and strategic I.S. initiatives with minimal disruption.

The fiscal year 2025 salary and benefit cost of the position is \$141,196 and the pro-rated estimated fiscal year 2025 cost (\$35,298) would be budget neutral for the Information Services Internal Service Fund as the budget for the vacancy would cover the budgeted cost of the position. Although an Administrative Assistant position does make a lower salary than a Computer Technician, the prior employee in the vacated position took a lower benefit package resulting in the fiscal year 2025 budget comparable to the Administrative Assistant budget needed for the current fiscal year.

#### **ATTACHMENTS**

A. Resolution



**RESOLUTION NO. 2025/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
STAFFING ALLOCATIONS AND NECESSARY FISCAL YEAR 2025 BUDGET  
ADJUSTMENTS**

**WHEREAS**, the City Manager has made emergency staffing allocation requests to hire, reclassify and restructure staffing positions based on an assessment of the City's current staff levels and emergency needs for operational support agencywide;

**WHEREAS**, the City Manager is recommending conversion of three (3) of the vacant Code Enforcement Officer positions into one (1) Payroll Specialist, one (1) Human Resources Manager and one (1) Public Records Coordinator, leaving ten (10) Code Enforcement Officer positions allocated and funded; and

**WHEREAS**, the City Manager is recommending conversion of one (1) vacant Computer Technician position to an Administrative Assistant I/II/III position; and

**WHEREAS**, the City Manager is requesting a new staffing allocation for a second Assistant City Manager position.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch has considered such recommendations and request by the City Manager and hereby:

Section 1. Approves converting three (3) of the vacant Code Enforcement Officer positions into one (1) Payroll Specialist, one (1) Public Records Coordinator, and one (1) Human Resources Manager, thereby reducing the number of allocated and funded Code Enforcement Officer positions to ten (10);

Section 2. Approves converting one (1) vacant Computer Technician to an Administrative Assistant I/II/III;

Section 3. Approves the addition of one (1) Assistant City Manager position; and

Section 4. Authorizes the necessary fiscal year 2025 budget adjustments.

\* \* \* \* \*

**RESOLUTION NO. 2025/XX**

February 25, 2025

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**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**


---

**MELISSA RHODES**  
**CITY CLERK OF THE CITY OF ANTIOCH**

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 25, 2025

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

**SUBMITTED BY:** Bessie Marie Scott, City Manager 

**SUBJECT:** City Council 90-Day Request List - Discussion on the Creation of a Homeless/Unhoused Ad Hoc Committee

---

**RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

**FISCAL IMPACT**

The recommended action has no fiscal impact at this time.

**DISCUSSION**

This item is for the City Council's discussion at Mayor Bernal's request to discuss the possible creation of a Council Ad Hoc Committee to discuss homelessness and the unhoused population of our community.

Considerations include that on November 11, 2024, the City Manager requested that Public Safety and Community Resources (PSCR) work with her to stand up an Antioch Advisory Council/Task Force during the first quarter of 2025 in order to quickly mobilize efforts around standing up a day shelter and identifying ways to increase service provisions for assisting residents who are unstably housed, at risk of becoming unhoused, or are currently and/or chronically unhoused in Antioch. The City Manager proposed the following configuration for such a group:

1. Two Antioch Councilmembers (one being the Mayor)
2. Tasha Johnson, Director, Public Safety and Community Resources
3. Bessie Marie Scott, City Manager
4. Teresa House (For Funding Advice)
5. Carlos Zepeda, Deputy Director, Public Works
6. Chief Vigil, Antioch Police Department

7. Member, Code Enforcement
8. Member, Encampment Task Force
9. CBO- Homeless Services Provider
10. CBO- Homeless Services Provider
11. A County Supervisor
12. AUSD – McKinney-Vento Representative
13. AUSD – Board Member
14. Pastor, Faith-based Organization
15. Professional, Mental Health Organization
16. Representative, Sutter Delta

In December 2023, the City of Antioch worked with Focus Strategies to complete the “Plan for the Department of Public Safety and Community Resources to Reduce Homelessness and Increase Access to Critical Resources for Unhoused Residents.” This Plan came about as a result of “Policy Guidelines for the City’s Approach to Unhoused Resident Services” which the City Council adopted in April 2021. At the time, these policy guidelines served as the framework for how the City would approach decisions around advancing resources for our unhoused residents. Too, the guidelines conveyed the City’s clear goal, which was and still is, to reduce homelessness in Antioch.

The Policy Guidelines of 2021 outlined three strategies that the City would use to prioritize to achieve this goal:

1. Address the immediate and public health needs of unhoused Antioch residents;
2. Invest in interim housing and services solutions designed to facilitate the transition into permanent housing; and
3. Increase permanent housing and linkages to permanent housing.

The City Manager has been working with external partners to address policy interventions as well as possibilities for increasing service provisions, in addition to identifying funding opportunities in the area of housing services and housing opportunities for all.

It is recommended that the City Council discuss and provide direction to City staff regarding standing up an Ad Hoc Committee for this purpose and discuss the parameters and duration of such a committee. Ad hoc committees are temporary committees formed for a specific purpose consisting of less than a quorum of the Council and are **not** subject to the Brown Act. Ad hoc committees are expected to complete their work within a limited period of time. The term of an ad hoc committee is generally six (6) months to (1) year and then the committee is dissolved.

## **ATTACHMENTS**

- A. "Plan for the Department of Public Safety and Community Resources to Reduce Homelessness and Increase Access to Critical Resources for Unhoused Residents." By: *Focus Strategies*, December 2023
- B. "Policy Guidelines for the City's Approach to Unhoused Resident Services" 2021 Council Adoption.



# FOCUS *strategies*

THE DEPARTMENT OF PUBLIC SAFETY

## CITY OF ANTIOCH

PLAN FOR THE DEPARTMENT OF PUBLIC SAFETY AND COMMUNITY  
RESOURCES TO REDUCE HOMELESSNESS AND INCREASE ACCESS TO  
CRITICAL RESOURCES FOR UNHOUSED RESIDENTS

Prepared for City of Antioch by Focus Strategies

12•21•2023



(916) 436-1836



FocusStrategies.net



440 N Barranca Ave #1815 • Covina, CA 91723

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## INTRODUCTION

In April 2021, the Antioch City Council adopted Policy Guidelines for the City's Approach to Unhoused Resident Services. These policy guidelines serve as a framework for how the City approaches decisions around advancing resources for unhoused residents. Importantly, these guidelines convey the City's clear goal: to reduce homelessness in Antioch.

The Policy Guidelines outline three strategies that the City will prioritize to achieve this goal:

1. Address the immediate and public health needs of unhoused Antioch residents;
2. Invest in interim housing and services solutions designed to facilitate the transition into permanent housing; and
3. Increase permanent housing and linkages to permanent housing.

These strategies serve as the framework of this Departmental Plan.

In 2022, the Unhoused Resident Coordinator position was integrated into the Department of Public Safety and Community Resources. With this broadening of the Department's scope to include issues of homelessness, the Department engaged Focus Strategies to develop a Departmental Plan intended to advance City Council's commitment to reducing homelessness in Antioch by identifying clear activities that align with the Policy Guidelines.

Overall, this Departmental Plan serves as a roadmap for the staff of the Department of Public Safety and Community Resources as they strive to efficiently and effectively use valuable City resources to reduce homelessness in Antioch and improve the health, safety, and well-being of unhoused Antioch residents.

## HOW THE PLAN WAS DEVELOPED

Over a series of 11 months, Focus Strategies reviewed publicly-available quantitative data, collected and analyzed qualitative data, and worked closely with staff from the Department of Public Safety and Community Resources staff to identify and refine activities included in this plan. In addition to the insight and feedback of Department staff, Focus Strategies collected data from one-to-one interviews with four stakeholders from the County of Contra Costa (two interviews), a local non-profit provider, and a consultant providing long-term support to the City on activities related to housing. Additionally, relevant City documents (e.g., Policy



Guidelines for The City's Approach to Unhoused Resident Services, City Reports, City Council Meeting minutes, and other City reports) were utilized in the Plan's development.

## **Departmental Plan Components**

This Departmental Plan consists of four main components:

- The **Departmental Plan Snapshot and Departmental Plan and Activities** provide a roadmap the Department of Public Safety and Community Resources can use to guide efforts to reduce homelessness in Antioch.
- The **Landscape Analysis (Appendix A)** reviews resources and programming currently available in the City of Antioch for unhoused residents. This analysis was conducted as a first step in the Departmental planning process to establish foundational knowledge on the City of Antioch's current activities related to reducing homelessness.
- The **Qualitative Data Summary (Appendix B)** includes a brief summary of the analysis of qualitative data collected from stakeholders. Stakeholders represented a non-profit provider, Contra Costa County, and City department perspectives on the gaps in resources, opportunities for growth, and potential areas of focus for the Department of Public Safety and Community Resources. Stakeholders were engaged as a second step in the departmental planning process to incorporate important partner perspectives in the development of the Plan's objectives and activities.
- The **Available Funding Overview and Utilization Strategy (Appendix C)** provides guiding information on funding opportunities that can support the implementation of activities in this Plan. The collection of funding opportunities are described alongside considerations for how the funds can be accessed and utilized by a City entity.



## DEPARTMENTAL PLAN SNAPSHOT

The table below provides an overview of objectives and activities included in the Plan.

<b>Policy Guideline Goal: Reduce Homelessness In Antioch by:</b> <ol style="list-style-type: none"> <li>1. Addressing the immediate and public health needs of unhoused Antioch residents;</li> <li>2. Investing in interim housing and services solutions designed to facilitate the transition into permanent housing; and</li> <li>3. Increasing permanent housing and linkages to permanent housing.</li> </ol>		
<b>Objective #1</b>	<b>Objective # 2</b>	<b>Objective #3</b>
Participating in, partnering with, and leveraging the Contra Costa County homelessness response system	Maintaining temporary housing and increasing emergency shelter and permanent housing opportunities	Building partnerships with community partners and community-based efforts that complement City-funded and regional strategies
<b>Activities</b>		
Actively participate in CoC board and subcommittees.	Secure additional funding to extend Opportunity Village and preserve interim housing resources in Antioch.	Engage with community utilizing strategies outlined in the Department's Community Presence Plan.
Increase unhoused Antioch residents' access to coordinated entry by bringing a local C.O.R.E. team to Antioch.	Work in partnership with City, non-profit and County partners, to explore opportunities to expand permanent housing and emergency shelter for unhoused Antioch residents.	Create and lead a City of Antioch Housing Resources Task Force including the Housing Authority, Community Development Department, and key non-profit partners.
Collaborate with internal City departments and partner with the County to advance efforts of expanding unhoused residents' access to county resources, including via a Care Center.	Assess City funding availability with internal City partners to determine strategies for effective use of available funds to invest in housing resources in Antioch.	Facilitate project partnerships and program development by positioning the Department as experts on homeless response through community education and engagement with City Council.



## DEPARTMENTAL PLAN OBJECTIVES AND ACTIVITIES

Objectives and activities outlined in this Plan are flexible and can be scaled depending on Department capacity and priorities. The Department can add or shift activities within this framework as new needs are identified or as opportunities emerge.

### **Objective #1: Participating in, partnering with, and leveraging the Contra Costa County homelessness response system**

Leveraging the Contra Costa County homelessness response system, including access to the Coordinated Entry system, increases connections to housing resources and basic needs resources for unhoused Antioch residents. Currently, Antioch does not have a low-barrier access point for unhoused residents to connect to the Coordinated Entry System. Without low-barrier access, stakeholders report longer wait times for service connection, greater barriers in connecting to emergency shelter and temporary housing, and overall more difficulty in resolving a person's homelessness. Reducing homelessness in Antioch requires that unhoused residents can effectively utilize existing resources across the county.

Three activities are included to advance *Objective #1: Participating in, partnering with, and leveraging the Contra Costa County homelessness response system*. The first is for the Department to continue its active participation in the Continuum of Care (CoC) board and subcommittees. By remaining connected to the CoC, the Department can build external partnerships, work closely with County staff, and stay informed on developments in the Contra Costa homelessness response system. Through this CoC participation, the Department can continue to identify ways for Antioch to increase resource connection for unhoused residents.

The second activity to advance Objective #1 relates to increasing unhoused residents' access to Coordinated Entry through various pathways. One pathway specifically serving unsheltered residents is the Coordinated Outreach Referral, Engagement (C.O.R.E) program. C.O.R.E. can provide several important benefits to the unhoused resident community in Antioch. The first is quick and direct access to Coordinated Entry. With a local Antioch C.O.R.E. team, mobile outreach workers could directly connect with unhoused residents and offer them efficient access to the housing resources accessible through the Coordinated Entry system. Additionally, C.O.R.E. provides basic needs



resources and connection to other critical services that unhoused residents often need assistance accessing.

The final activity proposed by this plan to advance Objective #1 includes collaborating internally, across City departments, as well as partnering with the County to advance efforts to expand unhoused residents' access to County resources. This includes coordinating to identify opportunities to site and develop a Care Center in Antioch. As one of the largest cities in Contra Costa County, the City of Antioch has explored partnering with Contra Costa County to develop a Care Center site in Antioch. A Care Center would serve as a one-stop services location for unhoused residents and an additional access point to Coordinated Entry housing resources. Currently, the funding of a Care Center is referenced in the City of Antioch 2023-2031 Housing Element report. As plans to develop a Care Center emerge, the Department can look to collaborate within City departments and with the County to advance this type of project.

#### **Summary of Objective #1 Activities**

Actively participate in Continuum of Care board and subcommittees.

Increase unhoused Antioch residents' access to coordinated entry by bringing County programs like the Coordinated Outreach Referral Engagement (C.O.R.E.) program to Antioch.

Collaborate with internal City departments and partner with the County to advance efforts of expanding unhoused residents' access to County resources, including via a Care Center.

#### **Objective #2: Maintaining temporary housing and increasing emergency shelter and permanent housing opportunities**

Securing funding to maintain valuable temporary housing resources in Antioch, like Opportunity Village, and increasing emergency shelter and permanent housing options directly advances efforts to reduce homelessness in Antioch. Stakeholders raised concerns about limited inclement weather and winter sheltering options specifically, along with extremely limited affordable permanent housing opportunities. As the Department of Public Safety and Community Resources works in partnership with internal



City departments and non-profit providers, a focus on increasing interim and permanent housing resources will be critical to meeting the needs of unhoused Antioch residents.

The first activity included to advance *Objective #2: Maintaining temporary housing and increasing emergency shelter and permanent housing* includes securing funding to continue operations at Opportunity Village. Opportunity Village is a critical interim housing resource in Antioch that provides supportive services and connections to permanent housing. Opportunity Village is currently funded for 2 years through the City of Antioch. Ensuring that Opportunity Village remains funded and operational is critical for the preservation of interim housing options for unhoused residents in Antioch. In addition to exploring potential internal sources of funding, an effective strategy can include partnering with the current service provider, Bay Area Community Services, to identify and co-apply for potential external funding opportunities. Additional information on potential funding sources is included in **Appendix C**.

The second activity under Objective #2 relates to partnering with City departments, non-profit organizations, and County partners to explore opportunities to expand permanent housing and emergency shelter opportunities for unhoused Antioch residents. Given the very limited housing options available to unhoused Antioch residents, expanding permanent housing access is particularly critical. An increase in housing options improves system flow by ensuring unhoused residents have options to move out of homelessness and into permanent housing. The City can partner with community-based organizations to collaborate on projects that increase housing resources, including rapid re-housing, permanent supportive housing, and affordable housing units. Contra Costa Health (H3) and the Contra Costa Housing Authority are also critical partners in identifying potential opportunities and collaborating to expand housing opportunities to unhoused Antioch residents.

The final activity under Objective #2 includes assessing City funding availability with internal City partners and determining strategies for effective use of available funds to invest in housing and services resources in Antioch. The City of Antioch has access to funding streams that can be leveraged to increase housing and services resources for unhoused Antioch residents. The Department can lead internal efforts to assess the use of available funds and develop strategies for how to best prioritize funding to increase housing options for unhoused Antioch residents.



### **Objective #2: Activities**

Secure additional funding to extend Opportunity Village and preserve interim housing resources in Antioch.

Work in partnership with City, non-profit, and County partners, to expand permanent housing and emergency shelter for unhoused Antioch residents.

Assess City funding available with internal City partners to determine strategies for effective use of available funds to invest in housing resources in Antioch.

### **Objective #3: Building partnerships with community partners and community-based efforts that complement City-funded and regional strategies**

The Department of Public Safety and Community Resources can play a critical role as a partner to community-based organizations that seek to advance projects that reduce homelessness in Antioch. The Department drafted a Community Presence Plan that outlines activities to build visible connections between the Department and community partners within Antioch and establish the Department as an expert in issues related to homelessness and the homelessness response system.

In addition to the community presence strategies outlined in the Department's Community Presence Plan, the Department may also consider leading a Homelessness and Housing Resources Task Force to increase partnership within Antioch and facilitate collaboration efforts with partners. Facilitating a working group focused specifically on housing resources for unhoused residents enables the Department to build partnerships with stakeholders that may lead to opportunities to increase housing and service opportunities or develop more effective and equitable strategies to serve unhoused residents.

Finally, the Department can advance Objective #3 through their relationship with the City of Antioch City Council. Stakeholders strongly emphasize the importance of having a trusted City partner that can help community-based organizations or other agencies navigate City processes. The Department can pursue active engagement with City Council to establish Department staff as experts on homeless response in the City and create working lines of communication that support the success of future collaboration efforts.



### Objective #3: Activities

Engage with community utilizing strategies outlined in the Department's community presence plan.

Create and lead a City of Antioch Homelessness and Housing Resources Task Force including the Contra Costa Housing Authority, Community Development Department, local non-profit and faith-based organizations, and other key partners.

Facilitate project partnerships and program development by positioning the Department as experts on homeless response through community education and engagement with City Council.

### INITIAL NEXT STEP RECOMMENDATIONS

This section outlines initial recommendations for *how* the Department of Public Safety and Community Resources can begin its efforts to complete the objectives and activities outlined in this Plan. These recommendations are rooted in findings from the Landscape Analysis, stakeholder feedback, and Focus Strategies' research on regional and state resources.

1. Explore the use of **Encampment Resolution Funding** (ERF 3-R-L) to advance the objectives and activities of this Plan.
2. Assess available and preferred avenues for regularly engaging with the City of Antioch City Council such as written reports on Department progress and activities, presentations on pre-determined topics at City Council meetings or study sessions, or one-on-one or small group discussions on current strategies, activities, and emerging opportunities.
3. Organize conversations with internal City departments to gain deeper clarity and understanding on available funding streams that can support the increase of housing resources in Antioch along with other resources like a Care Center.
4. Assess the use and impact of funding allocated through the Community Grants process, in preparation for the upcoming funding cycle.
5. Initiate conversations with Bay Area Community Services to co-create a funding sustainability strategy for Opportunity Village.
6. Initiate conversations with community partners such as the Contra Costa Housing Authority, non-profit providers, and internal City departments to assess their interest





and capacity for participating in a Homelessness and Housing Task Force in Antioch. Concurrently, develop a list of potential priority areas on which the Task Force can focus efforts.

## **CONCLUSION**

Developed based on the analysis of local data and the input from stakeholders, this Plan reflects the needs and priorities of the City of Antioch. The Department of Public Safety and Community Resources is uniquely positioned to greatly impact the issue of homelessness by advancing the objectives and activities discussed in this Plan. By taking focused action to meet the needs of unhoused residents and strengthening partnerships with regional and local partners, the Department can nimbly respond to the needs of the community.



## **APPENDIX A**

### **RESOURCE AND LANDSCAPE ANALYSIS**

#### **Overview of Analysis**

The Public Safety and Community Resources Department sits within the broader City of Antioch structure and operates in a larger community landscape of providers, partners and resources that share a mission to reduce homelessness in Antioch. This analysis assesses the resources, opportunities, and constraints shaping the Department's work related to homelessness. It can serve as a standalone resource for the Department to use, illustrating and describing the landscape in which the Department operates, and will be used to help identify activities and action items to incorporate into a Departmental plan to reduce homelessness. This analysis primarily draws from information and documents publicly available from the City of Antioch, Contra Costa County Health Housing and Homeless Services (H3), the Department of Housing and Urban Development (HUD), and specific-Service Provider websites.

The Resource and Landscape Analysis includes:

- An overview of rates of homelessness in Antioch and Contra Costa County
- A review of services and housing resources in the City of Antioch and Contra Costa County for unhoused residents
- An overview of historical and current City efforts to respond to the needs of unhoused residents in Antioch

#### **Homelessness in Antioch**

Identifying activities and action items to reduce homelessness in Antioch must first begin with an understanding of the number of unhoused Antioch residents experiencing homelessness throughout the homeless response system of Contra Costa County. Establishing the rates of homelessness in Antioch within the broader County context will enable the Public Safety and Community Resources Department to make informed decisions on how best to allocate Department resources to meaningfully reduce homelessness in the city.



The City of Antioch has the second highest population of people experiencing unsheltered homelessness in Contra Costa County<sup>1</sup> and has the largest unsheltered population in East County. Pulled from Contra Costa County's 2020 Point in Time Count Report, Figure 1 demonstrates the distribution of unsheltered homelessness across the county.

**Figure 1. Number of Unsheltered Individuals by Contra Costa County Cities**

West County		Central County		East County	
Location	#	Location	#	Location	#
Crockett	35	Alamo	2	Antioch	238
El Cerrito	24	Blackhawk	6	Bay Point	49
El Sobrante	9	Clayton	2	Bayview	2
Hercules	7	Concord	160	Bethel Island	2
North Richmond	22	Danville	7	Brentwood	80
Pinole	7	Lafayette	3	Discovery Bay	2
Richmond	280	Martinez	127	Oakley	50
Rodeo	62	Moraga	4	Pittsburg	102
San Pablo	67	Orinada	1		
		Pacheco	26		
		Pleasant Hill	90		
		San Ramon	6		
		Walnut Creek	80		
Based on the 2020 Contra Costa County: Point-In-Time Count Report					

According to the City of Antioch's Housing Element, persons experiencing unsheltered homelessness account for over 75% of individuals experiencing homelessness in Contra Costa County.<sup>2</sup> Of those experiencing unsheltered homelessness across the county, 55% were single households, ages 25-55.<sup>3</sup>

<sup>1</sup> 2020 Contra Costa County: Annual Point-in-Time Count. Access at <https://cchealth.org/h3/coc/pdf/PIT-report-2020.pdf>

<sup>2</sup> 2020 Contra Costa County: Annual Point-in-Time Count. Accessed at <https://cchealth.org/h3/coc/pdf/PIT-report-2020.pdf>

<sup>3</sup> 2020 Contra Costa County: Annual Point-in-Time Count. Accessed at <https://cchealth.org/h3/coc/pdf/PIT-report-2020.pdf>



In Contra Costa County Continuum of Care's 2021 Annual Report, households served by Coordinated Entry were asked where in the county they lost housing. Unhoused households most frequently reported Richmond, Concord, or Antioch as the cities where they lived before entering into homelessness, demonstrating that many unhoused residents in the county have a community of origin in Antioch and are served across County programs (see Figure 2).<sup>4</sup>

**Figure 2. Contra Costa Cities Where Households Lost Their Housing**

East County		Central County		West County		Out of County	
Antioch	877	Concord	754	Richmond	1,320	County Not Listed	678
Pittsburg	550	Martinez	247	San Pablo	235	Alameda Co	233
Bay Point	148	Walnut Creek	152	El Sobrante	63	Solano Co	174
Brentwood	99	Pleasant Hill	108	Rodeo	42	San Francisco Co	65
Oakley	95	San Ramon	30	Pinole	38	Marin Co	16
Bethel Island	19	Danville	29	El Cerrito	31	Santa Clara Co	15
Discovery Bay	8	Clayton	17	North Richmond	29	Sonoma Co	12
Byron	3	Lafayette	17	Crockett	21	San Mateo Co	9
Knightesen	2	Pacheco	15	Hercules	13	Napa Co	6
Clyde	2	Alamo	13	Port Costa	2	Monterey Co	1
		Orinda	9				
		Moraga	3				
		Blackhawk	2				
		Canyon	1				
Table Recreated from data presented in Contra Costa County Continuum of Care's Annual Report, 2021							

<sup>4</sup> City of Antioch: 2023 - 2031 Housing Element Update. Accessed at [https://www.antiochca.gov/fc/community-development/planning/housing-element/AntiochHousingElement\\_PubReviewDraft-App\\_final\\_reduced.pdf](https://www.antiochca.gov/fc/community-development/planning/housing-element/AntiochHousingElement_PubReviewDraft-App_final_reduced.pdf)



The following sections will review the housing and services resources that are available for unhoused individuals within the City of Antioch and Contra Costa County and how they compare to the context of the unsheltered population in the city.

### Interim Housing Availability in Antioch

Individuals experiencing homelessness in Antioch are encouraged to access 2-1-1 to connect to interim housing programs across the County. Four interim or transitional housing programs operate within Antioch city limits (see Figure 3).

**Figure 3. Shelters Operating in Antioch**

Shelter Name	Number of beds/units	Population Served
Winter Nights Shelter	Varying Locations and Spaces	Families
Stand! For Families Free of Domestic Violence	24	Survivors of Domestic Violence
East County Shelter (Don Brown)	20	Individual Adult Men and Women
Opportunity Village	32	Individual Adult Men and Women

In addition to these programs dedicated to serving people currently unhoused, Amador Institute operates a transitional housing program for youth aging out of foster care who may be unhoused if not for the program.

### Countywide Shelter and Housing Resources for Unhoused Residents

In 2022 in Contra Costa County, 239 *Emergency, Transitional, and Safe Haven* units were available for families and 709 beds or units were available for adults. With over 2,000 people experiencing homelessness across the county<sup>5</sup>, the interim housing resources available for unhoused residents are limited. In addition, 836 *Permanent Housing and Rapid Re-housing* units were available for families and 819 units were available for adults (see Figure 4).<sup>6</sup>

<sup>5</sup> 2020 Contra Costa County: Annual Point-in-Time Count. Accessed at <https://cchealth.org/h3/coc/pdf/PIT-report-2020.pdf>

<sup>6</sup> Contra Costa County 2022 Housing Inventory Count. Accessed at [https://files.hudexchange.info/reports/published/CoC\\_HIC\\_State\\_CA\\_2022.pdf](https://files.hudexchange.info/reports/published/CoC_HIC_State_CA_2022.pdf)



**Figure 4. HUD 2022 CoC Housing Inventory Count: Contra Costa County<sup>7</sup>**

Contra Costa County Housing Inventory Count 2022					
	Family Units <sup>1</sup>	Family Beds <sup>2</sup>	Adults Only Beds	Child Only Beds	Total Yr-round beds
<b>Emergency, Safe Haven, and Transitional Housing</b>	<b>87</b>	<b>239</b>	<b>709</b>	<b>4</b>	<b>952</b>
Emergency Shelter	72	189	514	4	707
Transitional Housing	15	50	195	0	245
<b>Permanent Housing</b>	<b>298</b>	<b>836</b>	<b>819</b>	<b>0</b>	<b>1,655</b>
Permanent Supportive Housing	259	713	562	0	1,275
Rapid Re-Housing	35	114	51	0	165
Other Permanent Housing	4	9	206	0	215
<b>Grand Total</b>	<b>385</b>	<b>1,075</b>	<b>1,528</b>	<b>4</b>	<b>2,607</b>

While, some affordable housing developments operate in Antioch, most government-assisted permanent affordable housing inventory in the city primarily serves seniors and families, and eligibility is not restricted to unhoused residents.<sup>8</sup>

Considering the number of interim and permanent housing units available, the relative infrequency that permanent supportive housing (the largest segment of permanent housing resources in Contra Costa County) turns over, the low number of affordable housing units dedicated to unhoused residents, and current rates of homelessness, housing resources across the county and within Antioch remains a significant gap in meeting the needs of unhoused residents.

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<sup>7</sup> HUD 2022 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report. Accessed at [https://files.hudexchange.info/reports/published/CoC\\_HIC\\_State\\_CA\\_2022.pdf](https://files.hudexchange.info/reports/published/CoC_HIC_State_CA_2022.pdf)

<sup>8</sup> City of Antioch: 2023 - 2031 Housing Element Update. Accessed at [https://www.antiochca.gov/fc/community-development/planning/housing-element/AntiochHousingElement\\_PubReviewDraft-App\\_final\\_reduced.pdf](https://www.antiochca.gov/fc/community-development/planning/housing-element/AntiochHousingElement_PubReviewDraft-App_final_reduced.pdf)



## Basic Needs and Supportive Services in Antioch

Agencies that provide basic needs and supportive services to unhoused Antioch residents are critical partners in supporting residents experiencing homelessness in Antioch. The agencies below offer basic needs and supportive services related to food, hygiene, clothing, legal services, and other needs. While there are many agencies throughout the county that accept referrals for Antioch residents, the list below is separated by those agencies that have a physical location in Antioch or have a strong service delivery presence in Antioch, and those that serve the broader Contra Costa County.

**Figure 5. Organizations Serving Unhoused Residents**

<b>Service Providers: Antioch</b>	
<b>Organization</b>	<b>Resource Type</b>
<b><u>Catholic Charities of the East Bay: Antioch</u></b>	Housing stabilization services, immigration resources, mental health services
<b><u>Family Justice Center (FJC)</u></b>	Legal services and supportive services for survivors of violence
<b><u>STAND! For Families Free of Violence</u></b>	Domestic violence services and housing provider
<b><u>St. Vincent De Paul</u></b>	Clothing, food, occasionally other forms of financial assistance
<b><u>Loaves and Fishes</u></b>	Food services
<b><u>Rubicon Programs</u></b>	Economic mobility services
<b><u>Healthcare for the Homeless, Contra Costa Health Services</u></b>	Basic medical care services and healthcare information
C.O.R.E Services, Contra Costa County H3	Street outreach, case management and service connection
<b><u>Humanity Way</u></b>	Housing placement, workforce services, and case management services
<b><u>The SHARE Community</u></b>	Mobile showers and laundry services
Church 4 Me/City of Antioch	Laundry services



<b>Service Providers: County-wide</b>	
<b>Organization</b>	<b>Resource Type</b>
<b><u>Bay Area Crisis Nursery</u></b>	Emergency Childcare Services Ages 0-5 Needs related to homelessness, domestic violence or other crisis are eligible
<b><u>Bay Area Legal Aid (BALA)</u></b>	Legal services
<b><u>Bay Area Rescue Mission (BARM)</u></b>	Homeless Services (food, shelter, clothing, job training etc.)
<b><u>Berkeley Food and Housing Project</u></b>	Homeless Services Emergency food and Housing (emergency, transitional, RRH, permanent)
<b><u>Bi Bett</u></b>	Substance Use Services
<b><u>Contra Costa Crisis Center</u></b>	Suicide prevention, 2-1-1
<b><u>Contra Costa Employment and Human Services Department (EHSD)</u></b>	Public benefits
<b><u>Covia</u></b>	Older adult services including Home Match program for older adults with a room to rent
<b><u>Greater Richmond Interfaith Program (GRIP)</u></b>	Food services and other basic needs services
<b><u>Healthright, 360</u></b>	Medical, mental health, re-entry, and substance use services
<b><u>Hume Center</u></b>	Mental health services
<b><u>La Clinica De La Raza</u></b>	Medical and mental health services with special capacity to serve Spanish-speakers





<b><u>Lifelong Medical Care</u></b>	Medical care and other supportive services
<b><u>Monument Crisis Center</u></b>	Food, youth and senior programming, resource referral services
<b><u>Multi-Faith ACTION Coalition</u></b>	Food security, employment services, health services, education services
<b><u>Northern California Family Center</u></b>	Outreach, shelter, counseling, and mediation for runaway and homeless youth
<b><u>Rainbow Community Center</u></b>	Clinical services and homeless transitional youth services for LGBTQIA identifying residents
<b><u>RYSE Center</u></b>	Youth Services
<b><u>Safe Organized Spaces Richmond (SoS!)</u></b>	Street Outreach, Mobile Showers, Hygiene services
<b><u>The Bay Church</u></b>	Food and Showers

Within Antioch, the City has an array of service provider partners that deliver critical housing and basic need resources to residents experiencing homelessness. Challengingly, referrals to these services may be difficult for unhoused residents to access without an existing connection to case management services. Unlike other large cities in the county (Richmond and Concord), Antioch does not have a Coordinated Assessment Resource and Engagement (CARE) Center. In other cities in the county, CARE centers act as a first stop/drop-in resource for persons experiencing homelessness. These sites allow unhoused residents to receive critical services information and referrals. Similarly, street outreach services like those provided by C.O.R.E have limited presence to residents in East County. Low-barrier service connections beyond basic needs (food, clothing, hygiene) is a critical gap in services available to unhoused Antioch residents.

### **City of Antioch's Homelessness Response**

The City of Antioch has increased its involvement in addressing the needs of unhoused residents over the past five years. In 2018, the City of Antioch declared a shelter crisis in the city, a requirement outlined in California Senate Bill 850 to access certain state funding to respond to homelessness.



In early 2019, the City then formed a Homeless Encampment Ad Hoc Committee to coordinate and plan around addressing the needs of people living in encampments. Later in 2019, City Council recommended hiring an Unhoused Resident Coordinator in the City. After further conversations, in early 2020 the City hired Focus Strategies as an Unhoused Resident Services Coordinator Consultant, and in late 2020, the City hired its first Unhoused Resident Coordinator.

Some key activities and achievements in the City from 2020 through June 2023 include:

- **Exploring the feasibility and viability of using FEMA trailers to provide housing for unhoused residents.** Ultimately, the project was determined to be infeasible and the City began exploring other opportunities to provide housing to residents.
- **Developing and opening a non-congregate bridge housing program (Opportunity Village).** Developing the program was the focus of an Ad Hoc Committee on Homelessness between 2020 and 2021. Opportunity Village opened in Spring 2023 with Bay Area Community Services operating the program and providing supportive services to participants.
- **Launching a motel voucher program and contracting with the County for shelter beds at Delta Landing,** to provide interim housing opportunities for residents while Opportunity Village was under development.
- **Supporting a community-based laundry voucher program for unhoused residents.** The program operates as a partnership between Church 4 Me and Launderland, with support from the City of Antioch.
- **Adopting policy guidelines in 2021 to facilitate decision-making around resource spending.**
- **Exploring the viability of applying for Homekey funding** to develop interim or permanent housing.
- **Propping up inclement weather shelters** and establishing an inclement weather response protocol in early 2023.
- **Coordinating and hosting a pop-up resource event.** The City brought together several local providers to offer low-barrier access to critical resources for unhoused residents. The first pop-up event was held in June 2023. Approximately 35 unhoused residents attended.



## **Other City Initiatives**

In addition to the initiatives noted above, the City is engaging in other efforts and planning discussions to support the housing and services needs of unhoused residents.

### ***Funding for Programs, Services, and Housing***

The City of Antioch funds several programs to prevent homelessness and provide services and interim housing options for people currently experiencing homelessness. As outlined in the 2022 - 2023 Action Plan to accompany the CDBG Consolidated Plan, the City provided \$421,500 from Housing Successor funds and Permanent Local Housing Allocation funds to local organizations serving unhoused residents. Services funded included emergency shelter and safe parking, CORE outreach, homelessness prevention, eviction counseling, and legal assistance.

### ***Care Center/Homeless Housing Project***

The City of Antioch has worked with the County to establish a CARE Center and permanent housing for unhoused and very low-income residents in Antioch. The City sold a 5-acre site to the County in 2020 for this purpose. The project stalled, in part due to COVID-related factors. According to the City's Housing Element and CDBG Consolidated Plan, the City continues to have discussions with the County with the hope this project can regain traction.

### ***Inclusionary Housing***

According to the City's Housing Element, the City intends to conduct a feasibility study on the viability and feasibility of establishing an inclusionary housing ordinance. The ordinance would set requirements for new market-rate housing development projects to include a certain percentage of affordable housing units or pay a fee in lieu of developing affordable units. Under the ordinance, in lieu fees could be used for construction of affordable housing, the acquisition and rehabilitation of housing and securing of affordability covenants, interim and permanent supportive housing for unhoused residents, and rental assistance programs for low-income residents.



## **APPENDIX B**

### **STAKEHOLDER ENGAGEMENT FINDINGS**

In one-to-one interviews, four key stakeholders of the City of Antioch provided their feedback to this Departmental Plan. Stakeholders represented important City partnerships including perspectives from collaborative City departments, non-profit providers, and County staff. Input from stakeholders focused on identifying gaps and sharing their perspectives on opportunities where the Department of Public Safety and Community Resources could grow to better meet the needs of unhoused residents in the city.

The following sections explore shared themes that emerged across each stakeholder interview. This qualitative data, in combination with the data utilized in the Landscape Analysis, informed the objectives and activities of this Departmental Plan.

#### **Gaps in Resources**

Stakeholders identified three primary gaps in resources for unhoused residents in Antioch. First is direct and easy access to the County's Coordinated Entry system. The City of Antioch does not have a Care Center within city limits or a dedicated Coordinated Outreach Referral, Engagement (C.O.R.E.) team. For unhoused residents seeking service connection and connection to county-wide housing resources, they must rely on 2-1-1, local community advocates, or the shared East County C.O.R.E. team. Stakeholders discussed how the needs of unhoused residents necessitate greater and lower-barrier access to Coordinated Entry. While the current East County C.O.R.E. team does serve many unhoused Antioch residents, stakeholders noted that the need for rapid connection is greater than the current capacity of the East County team.

Second, stakeholders have concerns about the limited winter and inclement weather shelter options in the city. Stakeholders acknowledged the importance and impact of programs like Opportunity Village<sup>9</sup> and identified that during emergent situations like low temperatures or inclement weather, there are limited options to provide emergency shelter to unhoused residents.

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<sup>9</sup> Interim housing program funded by the City of Antioch and operated by Bay Area Community Services (BACS).



Finally, stakeholders strongly emphasized the need for more permanent housing resources for unhoused residents. Stakeholders stressed the importance of expanding housing options in Antioch for individuals on a single, fixed income and for those with an income of 0-15% AMI (Area Median Income).

## **Opportunities for Growth**

Stakeholders identified areas where they believed there were opportunities for the Department of Public Safety and Community Resources to address the needs of unhoused residents more effectively. First, stakeholders stated the importance of deepening participation in existing County programs like the C.O.R.E. Program. Stakeholders noted that larger cities throughout Contra Costa County have invested in a dedicated C.O.R.E. team (e.g., City of Richmond, City of Concord, and City of Pittsburg).<sup>10</sup> Currently, Antioch is served by an East County C.O.R.E. team that must spread their resources throughout East County. By investing in a local C.O.R.E. team, the City of Antioch would increase low-barrier access to Coordinated Entry for unhoused Antioch residents. Having a team dedicated to the City of Antioch would mean quicker and more effective connections to basic need resources and housing opportunities.

Stakeholders shared the Department could play an important partnership role in developing the homelessness response system in Antioch. Stakeholders suggested ways of building collaboration such as reducing barriers for non-profit providers to bring programs and projects into the city, providing relevant context and information to City Council so that new projects and initiatives flow smoothly through City processes, and encouraging and coordinating collaboration across non-profit providers, City departments (e.g., Police or the Community Development Department), and other partners. Stakeholders suggested that the Department consider leading cross-provider and jurisdiction collaboration efforts and widen their presence in positions such as the CoC board and subcommittees.

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<sup>10</sup> Contra Costa County. Interview. *Interview and Correspondence with Contra Costa County Staff, Virtual*. August 25, 2023



## APPENDIX C

### AVAILABLE FUNDING OVERVIEW AND UTILIZATION STRATEGY

Information up to date as of 12/19/2023

This component of the Departmental Plan focuses on available funding that the Department of Public Safety and Community Resources can access to reduce homelessness in Antioch and advance the activities outlined in this Plan. These strategy considerations are intended to aid in the Department's decision-making when determining which funding sources to pursue to advance the activities of this Plan.

Internal City Resources	
Funding Source	Considerations for Utilization
<b><u>Community Development Block Grant</u></b> Federal funding from the Department of Housing and Urban Development designed to support communities in providing decent housing and encouraging economic opportunities, particularly for low- and moderate-income individuals.	<ul style="list-style-type: none"><li>• CDBG funds are awarded through the City's Community Grants process.</li><li>• The Department can incorporate data gathered through this planning process into Antioch's Needs Assessment and encourage City Council to adopt High Priority goals for funding that align with this Plan's objectives and activities.</li><li>• The next application cycle will open in 2024.</li></ul>
<b><u>Permanent Local Housing Allocation (PLHA)</u></b> Funding provided to jurisdictions through the California Department of Housing and Community Development in support of housing-related projects and programs.	<ul style="list-style-type: none"><li>• PLHA funds are awarded through the City's Community Grants process.</li><li>• The Department can incorporate data gathered through this planning process into Antioch's Needs Assessment and encourage City Council to adopt High Priority goals for funding that align with this Plan's objectives and activities.</li></ul>



	<ul style="list-style-type: none"> <li>The next application cycle will open in 2024.</li> </ul>
<p><b><u>Housing Successor Funds</u></b></p> <p>Funds associated with the dissolution of Redevelopment Agencies. Housing Successor funds must comply with State guidelines and reporting requirements and can be used for a variety of housing-related services and activities.</p>	<ul style="list-style-type: none"> <li>Housing Successor funds are awarded through the City's Community Grants process.</li> <li>The Department can incorporate data gathered through this planning process into Antioch's Needs Assessment and encourage City Council to adopt High Priority goals for funding that align with this Plan's objectives and activities.</li> <li>The next application cycle will open in 2024.</li> </ul>
Key External Resources	
Funding Source	Considerations for Utilization
<p><b><u>Measure X</u></b></p> <p>A countywide ballot measure intended to: "keep Contra Costa's regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services."<sup>11</sup> Measure X funding is awarded through a competitive process administered by Contra Costa County.</p>	<ul style="list-style-type: none"> <li>In the initial allocation of funding in 2023, all funds were awarded to non-profit/community-based organizations.</li> <li>The City of Antioch could utilize a strategy of partnership with a non-profit provider to bring programming funded by Measure X to Antioch.</li> <li>Measure X funding can be used for a variety of program types providing housing and services to unhoused residents. Measure X funding (allocated through a separate</li> </ul>

<sup>11</sup> Contra Costa County, "Measure X", <https://www.contracosta.ca.gov/8530/Measure-X>, Last accessed December 3, 2023



	<p>funding process) is also available to support capital development costs.</p> <ul style="list-style-type: none"> <li>• The next application cycle for Measure X funds is unknown.</li> </ul>
<p><b><u>Encampment Resolution Funding (ERF-3-R)</u></b></p> <p>ERF funding is administered by the California Interagency Council on Homeless. Funding is designed to “assist local jurisdictions in ensuring the wellness and safety of people experiencing homelessness in encampments by providing services and supports that address their immediate physical and mental wellness and result in meaningful paths to safe and stable housing.”<sup>12</sup></p>	<ul style="list-style-type: none"> <li>• City can serve as lead applicant.</li> <li>• Applications for the current round of funding are accepted on a rolling basis through June 30, 2024, or until all funds have been exhausted. The first window for submitting an application closes on January 31, 2024.</li> </ul>
<p><b><u>HUD Continuum of Care (CoC) NOFO</u></b></p> <p>HUD CoC funding is awarded to jurisdictions and nonprofits to provide housing and supportive services to unhoused residents. Funding is also provided to Contra Costa County H3, as the Collaborative Applicant and Homeless Management Information System Lead, to fund vital infrastructure of the Continuum of Care.</p>	<ul style="list-style-type: none"> <li>• Contra Costa Health Services, as the Collaborative Applicant, facilitates an annual local funding competition to prioritize local projects and recommend them for funding from HUD.</li> <li>• The CoC sets local priorities for funding. Funding can be used for permanent supportive housing, rapid rehousing, or joint transitional housing/rapid rehousing programs.</li> <li>• The City could serve as a lead applicant or could partner with a non-profit organization to apply for funding to bring programming to Antioch.</li> </ul>

<sup>12</sup> State of California, Business, Consumer Services and Housing Agency, California Interagency Council on Homelessness, “Encampment Resolution Funding (ERF) Program”, [https://bcsh.ca.gov/calich/erf\\_program.html](https://bcsh.ca.gov/calich/erf_program.html), Last Accessed December 19, 2023





	<ul style="list-style-type: none"> <li>• Applications require a 25% match.</li> </ul>
<p><b>Foundations and Philanthropic Sources</b></p> <p>A variety of local, state, and national foundations fund projects and programs providing housing and services to unhoused residents. The list of <u><b>member organizations</b></u> of <u><b>Funders Together to End Homelessness</b></u>, while not exhaustive, is a useful starting point for exploring potential philanthropic resources available.</p>	<ul style="list-style-type: none"> <li>• Foundations often only accept applications from registered non-profit organizations. Partnering with local non-profit providers may be required.</li> <li>• Some foundations do not accept unsolicited funding applications or proposals. Foundations identify promising programs and organizations, meet regularly to understand operations and organizational needs, and make awards based on those assessments. Building and maintaining relationships with foundation program officers is a critical step in pursuing funding through these grant-making structures.</li> </ul>




**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 27, 2021

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

**SUBMITTED BY:** Jazmin Ridley, Unhoused Resident Coordinator

**APPROVED BY:** Rosanna Bayon Moore, Assistant City Manager 

**SUBJECT:** Unhoused Resident Services – Resolution Adopting Policy Guidelines for the City of Antioch’s Approach to Unhoused Resident Services

**RECOMMENDED ACTION.**

It is recommended that the City Council adopt a resolution formally approving Policy Guidelines for the City’s Approach to Unhoused Resident Services.

**FISCAL IMPACT**

None at this time.

**DISCUSSION**

Since 2019, the Antioch City Council has sought to identify opportunities for the City to take a more active role in responding to community concerns about homeless encampments and addressing the needs of unhoused residents. Historically, the City has relied on a reactive approach, primarily addressing urgent public health and safety concerns. Support services were provided by faith based organizations, community based outreach workers and Contra Costa County.

Antioch’s City leaders have collectively expressed that addressing encampments and the needs of unhoused residents are a priority. With resources allocated by the City Council to design and implement local strategies, Focus Strategies was engaged in February of 2020 to provide technical assistance and research support. A body of work is substantially underway with technical support, community stakeholder input and new staffing of a part time position of Unhoused Resident Coordinator.

A strategic framework was first established that incorporates:

- Strategies to address the immediate and public health needs of unhoused residents.
- Interim housing and services solutions designed to facilitate the transition into stable housing.

- Permanent housing resources and linkages.

Policy Guidelines for the City's Approach to Unhoused Resident Services. Once approved, the City will have a rubric to evaluate future activities by weighing considerations against key criteria which include:

- Alignment with Best Practice Approaches
- Advancement of Housing Solutions, Permanent Housing Resources & Linkages
- Responsiveness to Critical Health and Safety Needs
- Cost Effectiveness

This rubric will inform future policy and investment decisions to ensure that efforts advance housing solutions and reduce homelessness.

### **ATTACHMENTS**

- A. Resolution
- B. Policy Guidelines for the City's Approach to Unhoused Resident Services
- C. PowerPoint Presentation

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ADOPTION OF THE POLICY GUIDELINES FOR THE CITY'S APPROACH TO  
UNHOUSED RESIDENT SERVICES**

**WHEREAS**, the Antioch City Council approved and initiated a Homeless Encampment Ad Hoc Committee that met from April 2019 to April 2020 to identify and recommend solutions to the increase in encampments and the needs of unhoused residents; and

**WHEREAS**, the City Council allocated funding for immediate needs including mobile showers and toilets, trash disposal, laundry services, motel vouchers, safe parking programs and warming centers; and

**WHEREAS**, the City contracted Focus Strategies as a consultant to advise regarding effective program services and overall homelessness response system strategies,

**WHEREAS**, effective homelessness response system strategies are informed by best practices with a lens towards the specific role of cities in crisis response and long-term housing solutions; and

**WHEREAS** the City hired a part-time Unhoused Resident Services Coordinator to inform and guide execution of the City's work to address homelessness; and

**WHEREAS**, City staff conducted research and visited several local and peer community programs operating programs to serve the needs of the unhoused population throughout the Bay Area; and

**WHEREAS**, in February 2021, the Transitional Housing Ad Hoc Committee hosted two public forums to announce the City's Strategic Framework for Unhoused Resident Services and provide the results of a feasibility study completed at the City's Council's request to explore the development and funding of a non-congregate bridge housing program.; and

**WHEREAS**, on April 16, 2021, the Transitional Housing Ad Hoc Committee hosted a public forum to review draft Policy Guidelines for the City's Approach to Unhoused Resident Services.

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

1. Adopts the Policy Guidelines for the City's Approach to Unhoused Resident Services, including strategies, guiding principles and program criteria to inform current and future City investments.

**RESOLUTION NO. 2021/\*\***

April 27, 2021

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\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27<sup>th</sup> day of April, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## ATTACHMENT "B"

# CITY OF ANTIOCH

## POLICY GUIDELINES FOR THE CITY'S APPROACH TO UNHOUSED RESIDENT SERVICES

Prepared April 16, 2021

### I. PURPOSE

The City of Antioch is committed to adopting and implementing strategic, effective responses to the needs of residents who are unhoused. Contra Costa County's Continuum of Care (CoC) currently provides most of the crisis response and re-housing services for unhoused residents in Antioch and across the region. With the number of unhoused residents continuing to steadily rise, the City of Antioch has been developing its strategy to complement the services available through the CoC and more fully respond to the needs of its residents. The City Council has adopted these Policy Guidelines to articulate the City's strategic approach, guiding principles, and criteria to inform current and future investments in services for unhoused residents. The Policy Guidelines build on over two years of conversation and engagement within the City to better understand resident needs and the existing service landscape, review potential service and re-housing strategy models, and secure funding for adopted approaches.

### II. BACKGROUND

In 2019, members of the City Council hosted a panel with the Homeless Encampment Task Force. From this, the City Council approved and initiated a Homeless Encampment Ad Hoc Committee that met from April 2019 to April 2020 to identify and recommend solutions to the growth in homelessness and the needs of unhoused residents. In April 2020, the Transitional Housing Ad Hoc Committee formed to continue to advance these efforts. Key outcomes from these efforts include the approval of City funding to be set aside for services for unhoused residents and the hiring of an Unhoused Resident Services Coordinator to inform and guide implementation of the City's work to address homelessness.

In November 2019, the City Council allocated a portion of the set-aside funding for immediate needs including mobile showers and toilets, trash disposal, laundry services, and

motel vouchers. In addition, the City Council allocated funds to support pilots for safe parking programs and warming centers. The balance of approved funds remains to be allocated, as of the writing of these Policy Guidelines. Given the limited funding available to respond to the needs of unhoused residents, these Policy Guidelines serve as a framework for decisions around pending and future fund allocations. To be most impactful in reducing homelessness, the City needs to adopt a response strategy that shifts from individual initiatives and reactive responses towards coordinated, data- and equity-informed efforts that drive towards long-term housing solutions: this document outlines that strategy.

The approaches, guiding principles, and criteria in these Policy Guidelines are informed by engagements with local stakeholders, reviews of national best practices for reducing homelessness, and effective programs and services for unhoused residents in peer communities. Most recently, in February 2021, the Transitional Housing Ad Hoc Committee hosted two public forums to introduce community members to the City's strategic framework for unhoused resident services including a feasibility study that had been completed at City's Council's request to explore the development and funding of a non-congregate bridge housing program. At the forums, community members offered feedback on the strategies presented as well as additional ideas for City Council consideration. The City, in coordination with its contracted consultant, Focus Strategies, has reviewed and discussed effective program services and overall homelessness response system strategies informed by national best practices with a lens towards the specific role of cities in crisis response and long-term housing solutions. Additionally, City staff have conducted research and visited several local and peer community programs including a motel voucher program operated by Contra Costa County, shower services provided by Golden Hills Church, food distributed at Troste Property, a tiny home program in Hayward, a safe parking site in Union City, and sanctioned encampment sites in San Francisco and Martinez.

### **III. CONTEXT**

#### **A. Homelessness in Antioch**

In partnership with the City, the CoC conducts an annual enumeration<sup>1</sup> of people experiencing both sheltered and unsheltered homelessness in the region. In 2020, 238

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<sup>1</sup> This enumeration process is known as the Point-in-Time Count, or PIT Count, and takes place in January each year. The PIT Count methodology includes a physical counting of people visibly seen to be experiencing homelessness in cars, tents, or other outdoor locations; an inventory of the number of people staying in interim housing programs such as emergency shelter; and a survey of people who are unsheltered to better understand characteristics and needs.

people were identified as unsheltered within Antioch. This represents 15% of the people experiencing unsheltered homelessness across Contra Costa County. While year-to-year data has fluctuated<sup>2</sup>, the City has seen an overall upward trend in the number of residents who are unhoused over the past five years.

Data collected by the County's Coordinated Outreach, Referral, Engagement (CORE) teams provides additional insight into the population of residents who are unhoused in Antioch. In 2020, CORE teams provided services to 1,104 unique Antioch residents experiencing housing crises: of these residents, 25% were individuals in family households with children. Fifty-seven percent of people served by CORE teams in Antioch were ages 25-54, 13% were under the age of 18 (includes children in family households), 12% were ages 55-61, 9% were ages 18-24 and 9% were over the age of 62. Of the people who received services through CORE teams in 2020, 45% identified as white, 37% as Black or African American, 18% as Hispanic or Latino, 8% as American Indian or Alaskan Native, 7% as multi-racial, and 2% as Native Hawaiian or other Pacific Islander. In addition, 3% of adult participants were Veterans; 67% of adult indicated having a disabling condition; and 17% reported recent or prior experiences of domestic or intimate partner violence.

Most residents who are unhoused in Antioch had connections to the jurisdiction prior to losing their housing. Of the people served by CORE teams in Antioch, 50% were originally from the City and 32% were from other parts of Contra Costa County. Many of these individuals previously worked, attended school, accessed services, or were connected to friends or family in Antioch.

The COVID-19 pandemic has impacted housing stability for many residents as well as the availability of services. While an enumeration of people experiencing homelessness has not taken place during the pandemic due to public health concerns, many stakeholders within Antioch have expressed concern that the situation has worsened over the past year. In addition to exacerbating need, the pandemic has shifted the landscape of crisis response and emergency housing services. While CORE teams are continuing to provide mobile outreach services, for example, transportation assistance to get to resources is no longer available. In addition, congregate emergency shelters have closed, and non-congregate

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<sup>2</sup> Number of people identified through PIT Count by year: 238 people in 2020; 226 people in 2019; 350 people in 2018; 137 people in 2017; and 164 people in 2016.



programs based out of motels have opened to provide shelter to individuals identified as most vulnerable to severe COVID-19 health impacts.

## **B. Current City Response**

The City's historical approach to responding to homelessness has been three-pronged: Community Development Block Grant (CDBG) funds are allocated towards homelessness prevention efforts; the City leverages the Community Engagement Team in its Police Department to respond to incidents such as mental health crises or reports of illegal activity involving residents who are unhoused; and the City's Public Works Department engages in abatement efforts at sites deemed encampments.

Through its community engagement in recent years, the City has received a significant number of ideas and concerns related to the presence of, and increase in the number of, unhoused residents. There is a varying feedback. For example, in some instances feedback appears in the form of advocacy to reduce the utilization of law enforcement as part of encampment response. In other instances, it is showcased as the concern about the impact of homelessness on home values and public safety. There is also concern about the promotion of additional services and immediate housing options for residents who are unhoused.

As noted in Section II, the City has set-aside \$531,174 in funds for new homelessness response efforts, with \$140,000 already allocated for mobile showers and toilets, trash and sharps disposal, laundry services, motel vouchers, and pilots for safe parking programs and warming centers. As of the writing of this Policy Guidelines document, the City is preparing to fund and launch a shower access program, laundry services, and a motel voucher program. Other services are still in the research and/or development phase. To promote service delivery coordination among these funded efforts and other local and regional programs, the City's Unhoused Resident Coordinator will be convening regular meetings for networking and strategy development.

## **C. Additional Local and Regional Resources**

Multiple community-based groups in Antioch currently provide services for their unhoused neighbors. These groups include: Facing Homelessness, an advocacy group that serves meals and provides other basic needs; SHARE Community and Shower House Ministries that provide mobile or site-based shower access; and Loaves and Fishes and St. Vincent de Paul

that offer meals and food access. There are currently no emergency housing programs operating within Antioch.

In nearby communities, families with children can access shelter at Shepherd's Gate in Brentwood or Love-a-Child in Bay Point: access to shelters for individual adults and young people are extremely limited in East Contra Costa County. Contra Costa County is currently in the process of opening an East Contra Costa County CARE Center (located in a recently acquired Motel 6 in Pittsburg) and interim housing program that will expand service access for residents from Antioch. Unhoused Antioch residents are also eligible to access services available through the CoC's Coordinated Entry System (CES). CES is a centralized and coordinated process to prioritize and facilitate linkages to housing resources such as Rapid Re-housing and Permanent Supportive Housing. Unhoused residents can access these services by visiting one of the Coordinated Assessment, Referral and Engagement (CARE) Centers in Contra Costa County, calling 2-1-1, or engaging with a mobile CORE team.

#### **IV. CRITERIA TO INFORM FUTURE STRATEGIES**

The City has identified the following goals for its homelessness response approach:

- Engage in data-informed planning and investments.
- Invest in temporary housing and shelter that provide a pathway to housing.
- Participate in and leverage the Contra Costa County homelessness response system.
- Build partnerships with Antioch-based community partners and community-based efforts that complement City-funded and regional strategies.
- Adopt strategic encampment resolution policies focused on linking unhoused people to shelter, housing and services.

In February 2021, the City's Unhoused Resident Coordinator and its contracted consultant, Focus Strategies, presented a strategic framework to the City Council that included a portfolio of program models the City may pursue to serve unhoused residents. This includes:

- **Strategies to address the immediate and public health needs of unhoused residents.** The goal of these strategies is to keep residents as safe as possible while continuing to work with them towards housing solutions and/or until adding housing resources are available. This may include services like increased access to showers and toilets for people who are unsheltered, the provision of dumpsters and sharps

containers particularly at or near more populated encampment areas, vouchers for laundry services, and/or improved access to emergency shelter programs. This also may involve review and refinement of the City's existing approach to encampment response and/or the role of law enforcement in situations where illegal activity is not the primary concern.

- **Interim housing and services solutions designed to facilitate the transition into stable housing.** This may include short-term motel vouchers for people awaiting other housing solutions, safe parking sites with case management services, housing-focused CORE team services dedicated to work with residents of Antioch, and/or bridge housing programs. Bridge housing programs can be designed in a variety of settings ranging from motels to tiny homes to congregate facilities. To maximize positive outcomes (i.e., people leaving temporary shelter secure permanent housing upon exit) for any of these efforts, these services will need to be closely coordinated with the CoC's Coordinated Entry System and resource network.
- **Permanent housing resources and linkages.** This strategy area focuses on helping residents maintain or obtain stable housing by providing rental assistance, housing problem solving services (sometimes referenced as diversion), and/or housing-focused case management. This may include targeted homelessness prevention efforts, short- or medium-term rental assistance through Rapid Re-Housing programs, and/or long-term rental assistance through permanent housing vouchers such as Permanent Supportive Housing.

Given limited funding availability, it is important the City invest in programs and services that will have maximum impact in reducing homelessness and align with the City's identified approach to unhoused resident services. As the City considers pending and future investment opportunities, the table below provides a framework of criteria and considerations for assessing whether a program or service is likely to strategically further the City's efforts. Programs may not meet all the criteria: however, programs that align with these standards are more likely to achieve the City's goals for serving unhoused residents.

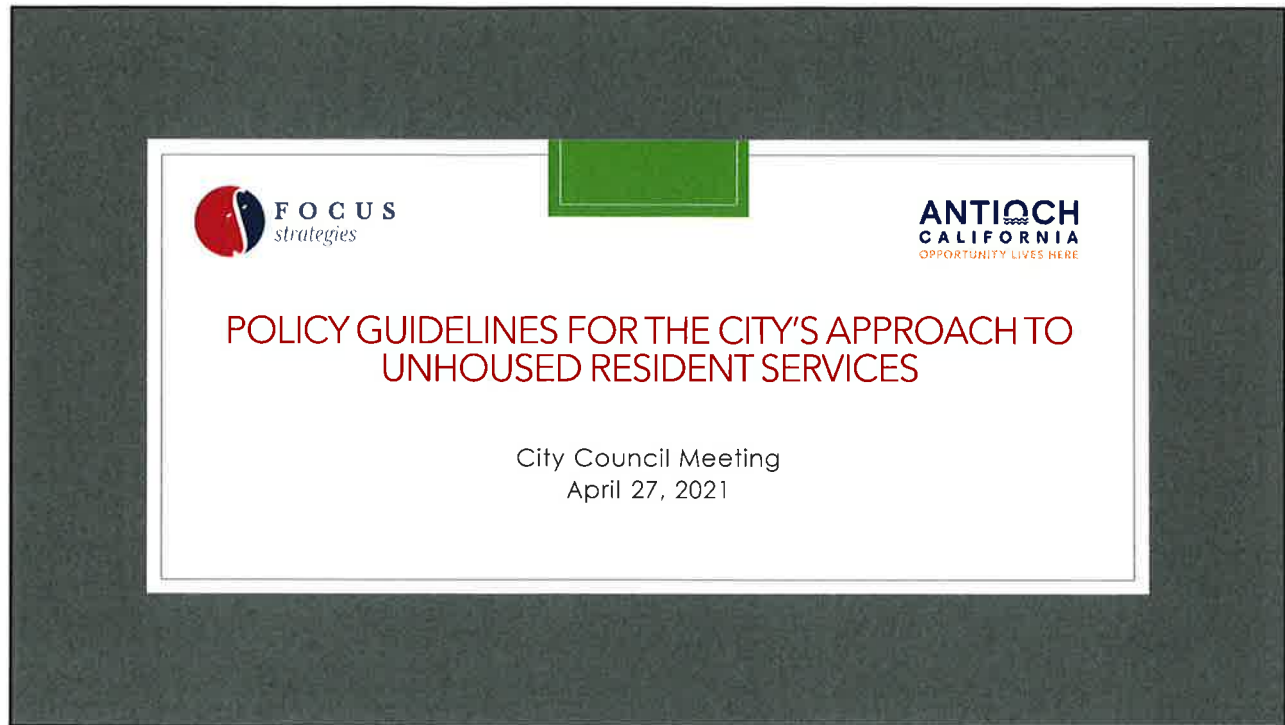
Criteria	Considerations
I. Alignment with Best Practice Approaches	<ul style="list-style-type: none"> <li><input type="checkbox"/> Is the program low barrier and in alignment with Housing First practices?</li> <li><input type="checkbox"/> Does the program use a trauma-informed approach to program design and delivery?</li> <li><input type="checkbox"/> Is the program culturally competent in its design and delivery?</li> <li><input type="checkbox"/> Does the program advance equity; for example, will it help address racial, ethnic, or other disparities identified among the population of residents who are unhoused?</li> </ul>
II. Advancement of Housing Solutions	<ul style="list-style-type: none"> <li><input type="checkbox"/> What services and approaches does the program use to help people connect to housing solutions?</li> <li><input type="checkbox"/> How does the program promote maximum utilization of available housing stock in the city?</li> <li><input type="checkbox"/> How effective has the program been at helping people exit to positive housing outcomes?</li> <li><input type="checkbox"/> If the program is new or innovative and does not have prior data for reference, how was the program designed and what gap(s) does it aim to fill in the community's existing service network?</li> </ul>
III. Responsiveness to Critical Health and Safety Needs	<ul style="list-style-type: none"> <li><input type="checkbox"/> Does the program advance the City's goals to alleviate encampment development and/or the need for abatements?</li> <li><input type="checkbox"/> How effective has the program been at helping people who are unhoused improve their health and safety?</li> <li><input type="checkbox"/> If the program is new or innovative and does not have prior data for reference, how was the program designed and what gap(s) does it aim to fill in the community's existing service network?</li> <li><input type="checkbox"/> If the program does not directly or indirectly provide housing solutions, how is it balanced by other programs in Antioch's service portfolio that do advance permanent housing outcomes?</li> </ul>

Criteria	Considerations
IV. Cost Effectiveness	<ul style="list-style-type: none"> <li><input type="checkbox"/> In comparison to other program models, how cost effective is the program when looking at permanent housing outcomes?</li> <li><input type="checkbox"/> If the program requires staffing and/or infrastructure, is there a long-term sustainable funding source for the program?</li> <li><input type="checkbox"/> Does the program leverage the broader network of services available in Antioch inclusive of mainstream resources and community-based services?</li> <li><input type="checkbox"/> Does the program coordinate with and leverage regional resources such as the Coordinated Entry System?</li> </ul>

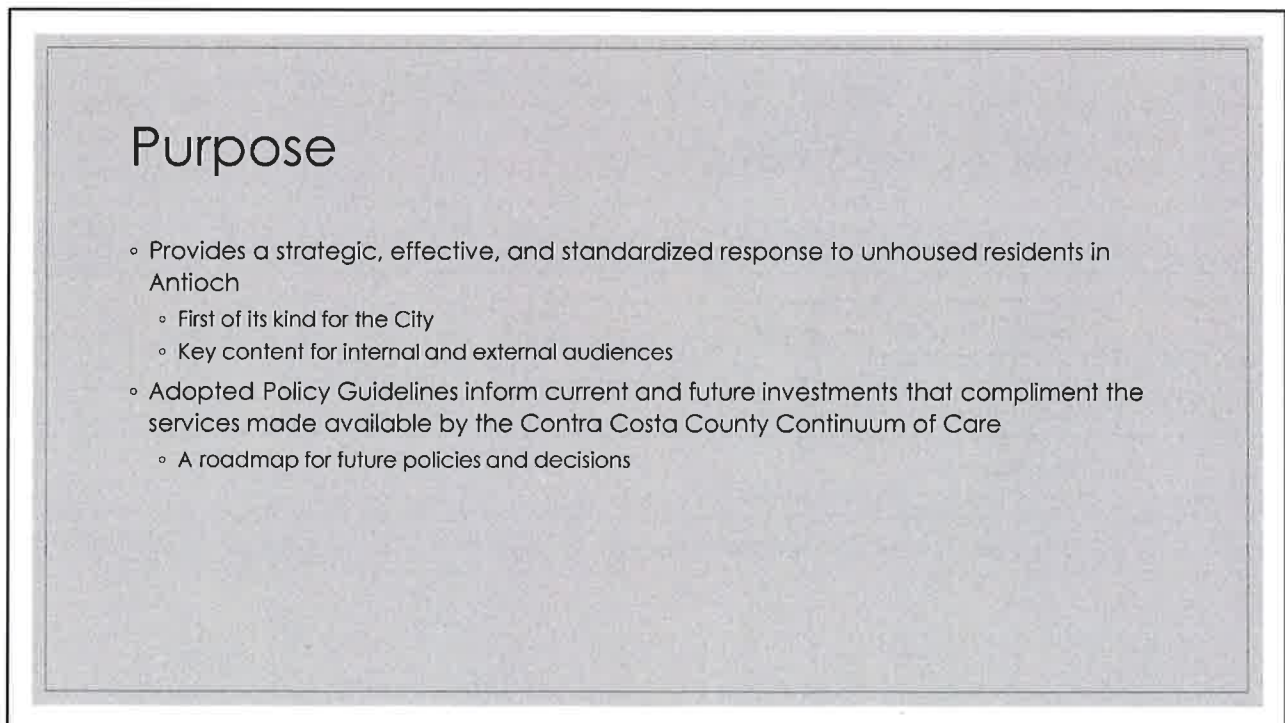
The four criteria above also offer an applicable lens for the development and modification of City policies pertaining to the needs and experiences of unhoused residents, such as policies that guide the City's approach to encampment areas. Policies, funding decisions, and program services are most impactful towards solutions when they are working towards a shared vision and direction. Thus, policy decisions will be reviewed in light of how they utilize best practices; their alignment with the City's approach to trauma- and equity-informed responses to homelessness; the extent to which they advance the City's goals of advancing housing solutions and responding to critical health and safety needs of residents; and whether they are the most resource-effective solution to a challenge.

## **V. CONCLUSION**

The City of Antioch is moving forward in its intent to improve services for unhoused residents and other community members impacted by homelessness. As it does so, it will be important for the City to make policy and investment decisions focused on achieving maximum impact towards advancing housing solutions and reducing homelessness. The criteria in this Policy Guidelines document provide a roadmap for assessing new program or service opportunities through the lens of alignment with best practices, advancement of permanent housing solutions, responsiveness to critical health and safety needs, and cost effectiveness in achieving housing stability for Antioch residents. With all new or expanded efforts, coordination with and leveraging of regional and community-based resources will be critical to maximizing permanent housing connections.



1



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## Background

- Compiled data informed by
  - Homeless Encampment Task Force
  - November 2019 City Council allocated funds for immediate needs
  - Ad Hoc Committee Meeting April 2019-April 2020
    - Funds were allocated for the response, but given their limitations, policy guidelines can serve as a framework for pending and future fund allocations
  - Transitional Housing Ad Hoc Committee April 2020-present
    - Hiring of Unhoused Resident Coordinator and Focus Strategies
    - February 2021 Public Forums
  - Staff visits to local and peer community programs

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## Current City Response

### **Three Pronged Response**

- CDBG prevention supports
- Community Engagement Team at PD
- Abatement Team at Public Works

### **\$531,174 in Set Aside Funds**

- Motel Voucher Program and Laundry Voucher Program

### **RFPs – Bridge Housing & Support Services**

### **P/T Staffing of Unhoused Resident Coordinator**

### **Additional Resources**

- Community Based Advocacy Groups
- Contra Costa County CARE Center plans
- Contra Costa County Coordinated Entry System
  - CORE
  - 2-1-1

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## Goals for the Approach to Unhoused Resident Needs

- Engage in data-informed planning and investments.
- Invest in temporary housing and shelter that provide a pathway to housing.
- Participate in and leverage the Contra Costa County homelessness response system.
- Build partnerships with Antioch-based community partners and community-based efforts that complement City-funded and regional strategies.
- Adopt strategic encampment resolution policies focused on linking unhoused people to shelter, housing and services.

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## Strategic Framework

- Strategies to address the immediate and public health needs of unhoused residents.
- Interim housing and services solutions designed to facilitate the transition into stable housing.
- Permanent housing resources and linkages.

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## Criteria and Considerations for Investments and Policies

- Alignment with Best Practice Approaches
- Advancement of Housing Solutions, Permanent Housing Resources & Linkages
- Responsiveness to Critical Health and Safety Needs
- Cost Effectiveness

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## Questions?

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