



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

- Date:** **Tuesday, May 12, 2020**
- Time:** 6:00 P.M. – Closed Session
7:00 P.M. – Regular Meeting
- Place:** The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, is making Antioch City Council meetings available via Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov).

If you wish to make a public comment, you may do so any of the following ways: **(1)** by filling out an online speaker card, located at https://www.antiochca.gov/speaker_card, **(2)** by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us, or **(3)** by dialing **(925) 776-3057** during the meeting.

The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you are strongly encouraged to submit your comments in writing in advance of the meeting.

Sean Wright, Mayor
Joyann Motts, Mayor Pro Tem
Monica E. Wilson, Council Member
Lamar Thorpe, Council Member
Lori Ogorchock, Council Member

Arne Simonsen, MMC, City Clerk
James D. Davis, City Treasurer

Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

Online Viewing: <https://www.antiochca.gov/government/city-council-meetings/>

Electronic Agenda Packet: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>

Project Plans: <https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf>

Hard Copy Viewing: Antioch Public Library, 501 W 18th St, Antioch, CA

SPEAKERS' RULES

IMPORTANT NOTICE REGARDING THIS MEETING: To protect our residents, officials, and staff, and aligned with the Governor's Executive Order N-29-20, certain teleconference requirements of the Brown Act have been suspended, including the requirement to provide a physical location for members of the public to participate in the meeting.

Members of the public seeking to observe the meeting may do so at https://www.antiochca.gov/live_stream, on Comcast Channel 24, or AT&T U-Verse Channel 99.

Members of the public wishing to provide public comment may do so in the following ways (#2 pertains to the Zoom Webinar):

1. Fill out an online speaker card located at: https://www.antiochca.gov/speaker_card.
2. Provide oral public comments during the meeting by clicking the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>
 - You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
 - When the Mayor announces public comments, click the "raise hand" feature in Zoom. For instructions on using the "raise hand" feature in Zoom, visit: https://www.antiochca.gov/raise_hand.
3. Email comments to cityclerk@ci.antioch.ca.us **prior** to the Mayor announcing that public comment is closed, and the comment will be read into the record at the meeting (350 words maximum, up to 3 minutes, at the discretion of the Mayor). **IMPORTANT:** Identify the agenda item in the subject line of your email if the comment is for Announcement of Community Events, General Comment, or a specific Agenda Item number. All emails received will be entered into the record for the meeting.

Speakers will be notified shortly before they are called to speak.

- When called to speak, please limit your comments to the time allotted (350 words, up to 3 minutes, at the discretion of the Mayor).

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 Council meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal of the City Council to stop discussing agenda items no later than 11:00 p.m.

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

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online at https://www.antiochca.gov/speaker_card. See the Speakers' Rules on the inside cover of this Agenda. The Council can only take action on items that are listed on this agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

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

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

1) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1): *Kessner, et al. v. City of Santa Clara, et al.*, Case No. 20CV364054.

No reportable action

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

No reportable action

7:13 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – *Council Members Wilson, Ogorchock, Motts and Mayor Wright – Thorpe arrived at 7:21 p.m.*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- In Honor of Jack Roddy, May 12, 2020

Approved, 4/0/1 (Thorpe absent)

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS - None

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- BOARD OF ADMINISTRATIVE APPEALS
- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- POLICE CRIME PREVENTION COMMISSION
- PARKS AND RECREATION COMMISSION
- PLANNING COMMISSION

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

2. CONSENT CALENDAR

- A.** APPROVAL OF COUNCIL MINUTES FOR APRIL 14, 2020

Approved, 5/0

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

- B.** APPROVAL OF COUNCIL MINUTES FOR APRIL 28, 2020

Approved, 5/0

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

- C.** APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 1, 2020

Continued, 5/0

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

CONSENT CALENDAR – Continued

D. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

E. REJECTION OF CLAIMS: (1) JOHNATHAN BENNETT; (2) JAYSON ROBINSON

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claims filed by Johnathan Bennett and Jayson Robinson.

F. DISTRICT 1A PARK ASPHALT OVERLAY BID AWARD

Reso. No. 2020/62 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute an agreement with American Asphalt Repair to provide asphalt overlay services for the period of May 13, 2020 through June 30, 2020 for an amount not to exceed \$69,051.69.

G. RESOLUTION APPROVING THE CONSOLIDATED ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE WAY LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING A PUBLIC HEARING DATE (PW 500)

Reso. No. 2020/63 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Consolidated Engineer's Report and setting June 9, 2020 as the date for the Public Hearing.

H. ANNUAL WATER TREATMENT CHEMICALS PURCHASE

Reso. No. 2020/64 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the extension of the joint agency cooperative purchase arrangement for bulk water treatment plant chemicals and authorizing the City Manager to approve the option to extend the contract with the following vendors, i.e.: Chemtrade Logistics, Inc., Industrial Solutions Services, Univar Solutions, and Solvay Fluorides, LLC in the amount not to exceed \$949,507, for the period of July 1, 2020 through June 30, 2021.

CONSENT CALENDAR – Continued

- I.** RESOLUTION ANNEXING ASSESSOR’S PARCEL NUMBER 051-200-025 AND 051-200-026 (AMCAL) INTO CFD NO. 2018-02 (POLICE PROTECTION)
Reso. No. 2020/65 adopted, 5/0
Recommended Action: It is recommended that the City Council adopt a resolution annexing assessor’s parcel number (APN) 051-200-025 and 051-200-026 (AMCAL) into Community Facilities District (CFD) No. 2018-02 (Police Protection).
- J.** RESOLUTION APPROVING PURCHASE OF MEGGITT SYSTEMS TRAINING SIMULATOR WITH SOLE SOURCE JUSTIFICATION
Reso. No. 2020/66 adopted, 5/0
Recommended Action: It is recommended that the City Council adopt a resolution approving a sole source request and authorizing the City Manager to execute a purchase agreement with Meggitt Training Systems, Inc. in an amount not to exceed \$66,878.90.
- K.** PURCHASE AND SALE AGREEMENT WITH CONTRA COSTA COUNTY
Reso. No. 2020/67 adopted, 5/0
Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Purchase and Sales Agreement between the City of Antioch and Contra Costa County for the County owned 1.42-acre Fitzuren Road property identified as Assessor’s Parcel Nos. 067-342-001, -002, and -013 (the “Property”).
- L.** APPROVAL OF TREASURER’S REPORT FOR FEBRUARY 2020
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the report.
- M.** APPROVAL OF TREASURER’S REPORT FOR MARCH 2020
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the report.

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

3. PUBLIC HEARING TO REVIEW FY 2020-25 CONTRA COSTA CONSORTIUM CONSOLIDATED PLAN, AND 2020-21 ACTION PLAN FOR EXPENDING FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND CDBG-CV, AND LOCAL HOUSING SUCCESSOR FUNDING

Reso. No. 2020/68 adopted as amended, 5/0

Recommended Action: 1) It is recommended that the City Council hear final public comment and adopt the resolution approving the Contra Costa Consortium 2020-2025 Consolidated Plan and the draft fiscal year (FY) 2020-21 Action Plan for federal CDBG and CDBG-CV funds and authorizing the City Manager or designee to make the necessary FY2020-21 budget adjustments for the approved funding in the Action Plan.

Reso. No. 2020/69 adopted, 5/0

2) It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG subcommittee and adopt the Resolution approving Housing Successor funding for homeless services outlined in the 2020-21 Annual Action Plan and authorizing the City Manager or designee to make the necessary FY2020-21 budget adjustments for the approved funding in the Action Plan.

4. AMCAL FAMILY/SENIOR APARTMENTS DEVELOPMENT AGREEMENT

To 05/26/2020 for adoption, 5/0

Recommended Action: It is recommended that the City Council introduce the ordinance approving the development agreement between the City of Antioch and AMCAL Antioch Fund, LP.

COUNCIL REGULAR AGENDA

5. CLIMATE ACTION AND RESILIENCE PLAN (CARP)

Reso. No. 2020/70 adopted as amended, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to approve the Climate Action and Resilience Plan (CARP).

6. NEW CLASS SPECIFICATIONS, UPDATE AND REMOVAL OF CLASS SPECIFICATIONS, ASSIGNING SALARY RANGES, ASSIGNING THE CLASSIFICATIONS TO THE BARGAINING UNITS

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

Reso. No. 2020/71 adopted, 5/0

- 1) Adopt a Resolution Approving the New Class Specification Lead Customer Service Representative, Assigning a Salary Range, Assigning the Classification to the Operating Engineers Local Union No. 3 Bargaining Unit.

Reso. No. 2020/72 adopted, 5/0

- 2) Adopt a Resolution Approving the New Class Specification for Business License Representative I/II, Assigning a Salary Range, Assigning the Classification to the Operating Engineers Local Union No. 3 Bargaining Unit.

Reso. No. 2020/73 adopted, 5/0

- 3) Adopt a Resolution Removing the Business License Representative Class Specification. Please note: This Class Specification will be replaced with the Business License Representative I/II Class Specification.

Reso. No. 2020/74 adopted, 5/0

- 4) Adopt a Resolution Approving the New Class Specification for Senior Water Treatment Plant Operator, Assigning a Salary Range, Assigning the Classification to the Treatment Plant Employees Association (TPEA) Bargaining Unit.

Reso. No. 2020/75 adopted, 5/0

- 5) Adopt a Resolution Updating the Class Specification for Laboratory Assistant I/II no salary change.

Reso. No. 2020/76 adopted, 5/0

- 6) Adopt a Resolution Approving the New Class Specification for Youth Services Network Manager, Assigning a Salary Range, Assigning the Classification to the Management – Senior Bargaining Unit.

Reso. No. 2020/77 adopted, 5/0

- 7) Adopt a Resolution Approving the New Class Specification for Risk Manager, Assigning a Salary Range, Assigning the Classification to the Management – Mid Professional Bargaining Unit.

Reso. No. 2020/78 adopted, 5/0

- 8) Adopt a Resolution Approving the New Class Specification for Executive Legal Assistant, Assigning a Salary Range, Assigning the Classification to the Confidential Bargaining Unit.

COUNCIL REGULAR AGENDA – Continued

7. REQUEST FOR PROPOSALS FOR RV HOUSING OPPORTUNITY PROGRAM FOR THE FIVE (5) TRAILERS RECEIVED FROM GOVERNOR NEWSOM’S HOMELESS TRAILER PROGRAM

Authorized the City Manager to issue a RFP, 5/0

Recommended Action: It is recommended that the City Council discuss, provide direction, and authorize the City Manager to issue a Request for Proposals (RFP) for the RV Housing Opportunity Program for the five (5) trailers received from Governor Newsom’s Homeless Trailer Program.

8. CONSIDERATION OF AMENDMENTS TO THE CANNABIS BUSINESS ORDINANCE (AMC §§ 9-5.203, 9-5.3845) REGARDING THE DEFINITION OF COMMERCIAL CANNABIS USE, REPLACEMENT OF DEVELOPMENT AGREEMENTS WITH OPERATING AGREEMENTS, SPECIFICATION OF ADDITIONAL MINIMUM CONDITIONS OF AN OPERATING AGREEMENT, AND MODIFICATION OF LOCATIONAL RESTRICTIONS

Direction provided to staff

Recommended Action: It is recommended that the City Council review and provide direction concerning the proposed amendments to the City’s Cannabis Business Ordinance.

9. INFORMATIONAL REPORT ON CANNABIS BUSINESS TAX

Received and filed

Recommended Action: It is recommended that the City Council review and provide direction to staff on next steps. This staff report is for informational purposes only.

10. INFORMATIONAL REPORT ON VAPING, E-CIGARETTES, AND FLAVORED TOBACCO

Direction provided to staff

Recommended Action: It is recommended that the City Council review and provide direction to staff on next steps. This staff report is for informational purposes only.

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*
Motioned to adjourn meeting at 10:11 p.m., 5/0

CITY OF
ANTIOCH
CALIFORNIA

IN HONOR OF
JACK RODDY

MAY 12, 2020

WHEREAS, Jack Roddy was raised in San Jose's eastern foothills and became a rodeo legend following a nationally renowned career including several national titles and Hall of Fame recognition;

WHEREAS, Jack and his wife Donna settled in the beautiful valley on the southern edge of Antioch at the base of the Mt. Diablo foothills where he built very successful cattle and ranching operations;

WHEREAS, Jack Roddy has dedicated his time, money, and personal resources to making Antioch a better community since his arrival;

WHEREAS, in 1989 Jack was a founding member of the Delta Advocacy Fund, which was created to bring needed resources to those residents facing life emergencies and has provided more than \$500,000 to families throughout Antioch and East Contra Costa County;

WHEREAS, Jack willingly opened up his ranch for fundraising events and personally welcomed thousands of guests that shared his desire to support many community efforts;

WHEREAS, in 2013 Jack hosted a Barbecue to support Antioch City Councilman Gary Agopian, who was battling brain cancer, Jack raised over \$40,000 to support Gary and his family during this difficult time;

WHEREAS, Jack has been instrumental in raising additional funds to assist the Antioch Police Department, Chichibu Sister City Program, Mayor's Cup golf tournament, Mangini Agriculture Museum and Gardens, and many other city programs; and

WHEREAS, for decades Jack participated in efforts to preserve his ranch lands, including Roddy Ranch Golf Club, to protect the habitat and to expand recreational opportunities in East Contra Costa which will provide a 3,254-acre, regional park for everyone's enjoyment.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby honor Mr. Jack Roddy for more than forty years of service, support and land stewardship that enriches the Antioch community and all its residents.

MAY 12, 2020

SEAN WRIGHT, Mayor

1
05-12-20

BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards and committees. Any interested resident is encouraged to apply for the vacancy listed below. To be considered for these volunteer positions, a completed application must be received in the Office of the City Clerk by 5:00 p.m. on the dates listed below. Applications are available at <https://www.antiochca.gov/#>.

Extended Deadline Date – 05/15/2020

- **BOARD OF ADMINISTRATIVE APPEALS**
- **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**
- **POLICE CRIME PREVENTION COMMISSION**
- **PARKS AND RECREATION COMMISSION**

- **PLANNING COMMISSION – *Deadline Date: 06/05/2020***

Your interest and desire to serve our community is appreciated.

BOARD OF ADMINISTRATIVE APPEALS

(Extended Deadline Date: 05/15/20)

One (1) Board Member, 2-year term vacancy, expiring March 2022

- Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years.
- Must be a resident of the City of Antioch.
- The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations.
- Three of the members shall have experience in the building construction trades and/or training in the California Code of Regulations.
- Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(Extended Deadline date: 05/15/20)

Two (2) Committee Members, 4-year term vacancies, expiring March 2024

- A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C – Transaction and Use (Sales) Tax at the November 5, 2013 Consolidated Election.
- Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of public safety and code enforcement. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.
- The Committee shall meet at least three times during its first year and at least twice during subsequent years. The meetings will be public.
- The Sales Tax Citizens' Oversight Committee consists of seven members who are Antioch residents. The terms of the Committee members are staggered with four members for a 4-year term and 3 members for a 2-year term. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee will be appointed by the Mayor and approved by the City Council.
- Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".

POLICE CRIME PREVENTION COMMISSION

(Extended Deadline date: 05/15/20)

One (1) Commissioner partial-term vacancy, expiring October 2021

- The Police Crime Prevention Commission makes recommendations to the City Council relative to crime prevention and makes reports on programs, which might be initiated to help the Police Department and the citizens create a safer community.
- Commissioners are involved in public presentations, coordination of Neighborhood Watch groups and programs, and special community events.
- The commission consists of seven members who serve a 4-year term. Applicants cannot be a full-time police officer.
- The Police Crime Prevention Commission meets on the 3rd Monday of each month at 7:00 p.m. in the Police Department Community Room at 300 L Street.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

PARKS AND RECREATION COMMISSION

(Extended Deadline date: 05/15/20)

Two (2) Commissioners, 4-year term vacancies, expiring March 2024

- Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions.
- Must be a resident of the City of Antioch.
- Surveying all current and future public and private recreation facilities.
- Recommend coordinated recreation programs for the City.
- Survey current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.
- 7 member board – 4 year terms. These terms expire March 2024.
- Meetings are held the third Thursday of every month at 7:00 p.m.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

One (1) Partial-Term Vacancy expiring October 2020

- The Commissioners makes decisions and recommendations to the City Council on land use, zoning and General Plan issues.
- Must be a resident of the City of Antioch.
- Meetings are held the first and third Wednesday of each month at 6:30 p.m. in the Council Chamber
- 7 member board – 4 year terms. This partial-term vacancy will expire October 2020.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

April 14, 2020
Meeting Conducted Remotely

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

6:00 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (2 potential cases).

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (two cases)**, Case #1 - Council voted unanimously to reject the claim of Monika Helgemo; and, Case #2 – No reportable action.

Mayor Wright called the meeting to order with Council and staff, utilizing Zoom for audio/video technology, at 7:07 P.M. City Clerk Simonsen called the roll.

Present: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright

PLEDGE OF ALLEGIANCE

Mayor Wright led the Council and audience in the Pledge of Allegiance.

1. PROCLAMATIONS

*In Honor of REACH Project 50 Year Anniversary, April 1, 2020
Recognizing National Library Week, April 19-25, 2020*

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the Council unanimously approved the Proclamations.

Shirley Marchetti, representing REACH Project, thanked the City Council for the proclamation, her family for their support, staff of REACH Project for their dedication to the community and their program partners.

Councilmember Motts congratulated Ms. Marchetti and stated she was honored to be a part of REACH Project's inception.

Mayor Wright congratulated Ms. Marchetti.

Mayor Wright read the *Recognizing National Library Week* proclamation and stated he hoped to have libraries reopened again soon.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Administrative Services Director Mastay read written comment provided from Director of Parks and Recreation Kaiser announcing that Contra Costa County was setting up collection sites for donations of equipment and materials to support health care workers, and emergency child care providers. The drive through collection site would be available from 10:00 A.M. – 2:00 P.M. April 28-30, 2020 at the Antioch Community Center. Contact information was provided.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Board of Administrative Appeals: Five (5) vacancies; deadline date is April 17, 2020
- Sales Tax Citizens' Oversight Committee : Three (3) vacancies; deadline date is April 17, 2020
- Police Crime Prevention Commission: Two (2) vacancies; deadline date is April 17, 2020
- Parks and Recreation Commission: Three (3) vacancies; deadline date is April 17, 2020
- Contra Costa Mosquito & Vector Control Board of Trustees: One (1) vacancy; deadline date is April 17, 2020

He reported applications would be available online at the City's website.

PUBLIC COMMENTS – None

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Motts reported on her attendance at the Waterfront Ad Hoc Committee meeting with Councilmember Wilson. She also reported on meetings with Focus Strategies regarding homeless matters with Councilmember Thorpe.

Councilmember Ogorchock reported on her participation in the League of California Cities Governance Transparency and Labor Relations Committee meeting.

Councilmember Wilson reported on her participation in the Tri Delta Transit meeting with Councilmember Thorpe.

Councilmember Thorpe reported on his participation in the Tri Delta Transit meeting and meetings with Focus Strategies regarding homeless matters. He thanked Department Heads and Councilmembers who had participated in his Community Conversations.

Mayor Wright reported on his participation in the East Contra Costa Fee and Financing Authority meeting.

MAYOR'S COMMENTS

Mayor Wright thanked everyone who was sheltering in place. He also thanked staff and Council for the work they were doing remotely.

2. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MINUTES FOR MARCH 10, 2020
- B. APPROVAL OF COUNCIL MINUTES FOR MARCH 24, 2020
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MARCH 31, 2020
- D. APPROVAL OF COUNCIL WARRANTS
- E. RESOLUTION NO. 2020/47 SENIOR DENSITY BONUS AGREEMENT – AMCAL
- F. RESOLUTION NO. 2020/48 SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.
- G. RESOLUTION NO. 2020/49 AMENDMENT NO. 1 TO THE AGREEMENT WITH CLEAN LAKES, INC. FOR THE ANTIOCH MUNICIPAL RESERVOIR AQUATIC VEGETATION REMOVAL (P.W. 453-1)
- H. RESOLUTION NO. 2020/50 AMENDMENT NO. 4 TO THE AGREEMENT WITH CDM SMITH, INC. FOR THE WATER TREATMENT PLANT DISINFECTION IMPROVEMENTS (P.W. 246-29)
- I. RESOLUTION NO. 2020/51 CONSIDERATION OF BIDS FOR THE ANTIOCH CAPE SEAL 2020 PROJECT (P.W. 328-12)
- J. RESOLUTION NO. 2020/52 ANNEXING ASSESSOR'S PARCEL NUMBER 057-030-005 (AVIANO) INTO CFD NO. 2018-02 (POLICE PROTECTION)
- K. RESOLUTION NO. 2020/53 APPROVING ANNEXATION OF ASSESSOR'S PARCEL NUMBER 051-200-025 AND 051-200-026 (AMCAL) INTO CITY-WIDE STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT 2A, ZONE 3 (PW 371)
- L. RESOLUTION NO. 2020/54 DESIGNATING AUTHORIZED AGENTS OF THE CITY OF ANTIOCH FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) AND FEMA PUBLIC ASSISTANCE GRANTS AND APPROVING CAL OES FORM 130
- M. RESOLUTION NO. 2020/55 PURCHASE ORDER INCREASE FOR GALLS LLC

N. RESOLUTION NO. 2020/56 AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH EVVIVA BRANDS, LLC IN THE AMOUNT OF \$5,000 FOR THE ANNUAL REPORT FOR THE CITY OF ANTIOCH

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously approved the Council Consent Calendar.

COUNCIL REGULAR AGENDA

3. RESOLUTION APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE DEPARTMENT OF WATER RESOURCES TO REPLACE THE 1968 AGREEMENT

City Manager Bernal presented the staff report dated April 14, 2020 recommending the City Council: 1) Adopt a resolution approving the agreement between the City of Antioch and the Department of Water Resources ("DWR"), and 2) Authorize the City Manager to execute the agreement.

RESOLUTION NO. 2020/57

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council unanimously adopted a resolution approving the agreement between the City of Antioch and the Department of Water Resources ("DWR").

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously authorized the City Manager to execute the agreement.

4. FISCAL YEAR 2019-2021 MID-YEAR BUDGET REVIEW

City Manager Bernal introduced Regular Agenda Item #4.

Finance Director Merchant presented the staff report dated April 14, 2020 recommending the City Council provide input and direction on the draft mid-year budget options and adjustments to the fiscal year 2019-21 budget.

Councilmember Motts suggested changing the Youth Network Services Manager to a Deputy Director of Parks and Recreation position who would focus on youth services, to eliminate funding needed for the succession plan.

Finance Director Merchant responded that a cost savings would not be accomplished by combining the positions because the cost of a Deputy Director position was significantly higher than a Youth Network Services Manager.

Administrative Services Director Mastay stated that Director recruitments were typically outsourced to a third-party vendor. She explained that a Deputy Director could apply for the Director position; however, they would not be promoted automatically.

Councilmember Wilson suggested staff return with more information on combining the positions.

Mayor Wright commented that the Position of Youth Services Coordinator and Director of Parks and Recreation were two different positions and it was important to keep them separate in order to give them an opportunity to be successful.

Councilmember Ogorchock agreed with Mayor Wright.

In response to Councilmember Wilson, City Attorney Smith commented that last year's actuals were \$91,522 higher than the budget he received for this year so the \$175,000 request would not be the actual increase and it was based on what he anticipated coming forward in the future.

Councilmember Wilson stated she looked forward to a report on the City Attorney's office budgetary needs.

Councilmember Motts suggested, in the future, Council consider funding the Unhoused Coordinator for FY 2021.

Following discussion, Council directed staff to bring back Version 1 mid-year budget revisions for adoption on April 28, 2020. They requested staff provide an update in August once the financial impacts of the COVID-19 crisis were better understood.

Finance Director Merchant stated that she would continue to monitor the budget situation and would bring information back to Council prior to August, if it became necessary.

In response to Councilmember Motts, Administrative Services Director Mastay confirmed that Human Resources was moving forward with the hiring of the Assistant City Manager.

5. URGENCY ORDINANCE SUSPENDING AUTOMATIC DEEMED COMPLETE AND APPROVAL DEADLINES FOR ALL LAND USE, SUBDIVISION, AND ZONING APPLICATIONS

City Manager Bernal introduced Regular Agenda Item #5.

Director of Community Development Ebbs presented the staff report dated April 14, 2020 recommending the City Council introduce the urgency ordinance by title only, waive further reading, and adopt the urgency ordinance enacting a suspension of automatic deemed complete and approval deadlines for all Land Use, Subdivision, and Zoning Applications. (A four-fifths (4/5) vote of the City Council is required for approval.)

ORDINANCE NO. 2183-C-S

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously introduced the urgency ordinance by title only, waived further reading, and adopted the urgency ordinance enacting a suspension of automatic deemed complete and approval deadlines for all Land Use, Subdivision, and Zoning Applications.

6. FORMATION OF A TRANSITIONAL HOUSING AD HOC COMMITTEE

City Manager Bernal introduced Regular Agenda Item #6.

Administrative Services Director Mastay presented the staff report dated April 14, 2020 recommending the City Council take the following actions: 1) Discuss and determine if it is the desire of the City Council to form a Transitional Housing Ad Hoc Committee; 2) Confirm the appointment of two (2) members for the Transitional Housing Ad Hoc Committee; 3) Confirm the duration of the Transitional Housing Ad Hoc Committee; and 4) Adopt the resolution to form the Transitional Housing Ad Hoc Committee.

Councilmember Motts recommended Council form a Transitional Housing Ad Hoc Committee consisting of Councilmember Thorpe and herself for the duration of 6-months.

RESOLUTION NO. 2020/58

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously adopted a resolution to form a Transitional Housing Ad Hoc Committee, consisting of Councilmembers Motts and Thorpe for a duration of 6 months.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS – None

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adjourned the meeting at 9:02 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

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

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

**April 28, 2020
Meeting Conducted Remotely**

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

6:00 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1) – Zeka Ranch One, LLC et al. v. City of Antioch et al., Contra Costa Superior Court Case Nos. N18-0228, N18-0229, N18-0231, and N18-0232.
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (3 potential cases).

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, Direction given to City Attorney; and, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (3 cases)**, Case #1 - Council by a 4/0/1 vote rejected the claim, Councilmember Thorpe Abstaining, Case #2 – No reportable action; and, Case #3 – No reportable action.

Mayor Wright called the meeting to order at 7:03 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright

PLEDGE OF ALLEGIANCE

Mayor Wright led the Council and audience in the Pledge of Allegiance.

City Manager Bernal announced that The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, had made the Antioch City Council meeting available via Comcast channel 24, AT&T U-verse channel 99, or live stream at www.antiochca.gov. He stated anyone wishing to make a public comment, may do so any of the following ways: (1) by filling out an online speaker card, located at <https://www.antiochca.gov/government/city-council-meetings/live/>; (2) by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us; or

(3) by dialing (925) 776-3057 during the meeting.

1. PROCLAMATION

Be Kind to Animals Week, May 3 – 9, 2020

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the Council unanimously approved the Proclamation.

Animal Services Manager Harding thanked the City Council for the *Be Kind to Animals Week* proclamation.

Mayor Wright thanked Animal Services Manager Harding and the volunteers at the Antioch Animal Shelter.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – None

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Board of Administrative Appeals: Five (5) vacancies; deadline date is May 15, 2020
- Sales Tax Citizens' Oversight Committee : Three (3) vacancies; deadline date is May 15, 2020
- Police Crime Prevention Commission: Two (2) vacancies; deadline date is May 15, 2020
- Parks and Recreation Commission: Three (3) vacancies; deadline date is May 15, 2020

He reported applications would be available online at the City's website.

PUBLIC COMMENTS

Administrative Services Director Mastay read Public Comments

Deborah Polk, Christina Clark and Brendon O'Laskey provided written comments expressing concern regarding comments made on social media by Ken Turnage, Chair of the Antioch Planning Commission, and requested that he resign or be removed from the Commission.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Wilson reported on her participation in the Tri Delta Transit meeting with Councilmember Thorpe. She thanked City staff for working hard on behalf of the citizens of Antioch during the COVID-19 health crisis. She expressed concern regarding comments made on social media by Ken Turnage, Chair of the Planning Commission, and asked that he either resign or be removed from the Commission.

Councilmember Thorpe reported on his participation in the Tri Delta Transit meeting and the Homeless Encampment Task Force meeting. He agreed with and thanked Councilmember Wilson for her remarks pertaining to the resignation or removal of the Chair of the Planning Commission.

Councilmember Motts reported on her participation in the Homeless Task Force meeting with Focus Strategies and the Waterfront Ad Hoc Committee meeting. She explained the County mandate for Shelter in Place included homeless encampments and because of that the City was not allowed to remove or relocate them. She noted the Coordinated Outreach Referral, Engagement (CORE) team worked with the homeless and there was also a State Program available to relocate some of the highest risk homeless to motel/hotel rooms. She reported that some of the median work had been delayed due to the Shelter in Place order. She commented that she expected City officials act professional and care, and value all community members. She thanked Councilmember Wilson for her comments regarding the Chair of the Planning Commission. She stated the City would be doing everything possible to save as many lives as possible.

Mayor Wright reported on his participation in East Bay Economic Development Alliance meetings.

MAYOR'S COMMENTS

Mayor Wright explained that he had stopped viewing Facebook because there was so much division. He noted he became aware of comments made on social media by the Chair of the Planning Commission through an email he received yesterday, and he believed those comments were abhorrent, and should not have been stated. He commented that he would fight for the right to have freedom of speech; however, individuals representing the City needed to be held to a higher standard, so there was discussion to be had regarding this matter.

Mayor Wright congratulated City Clerk Simonsen who had completed the training required to be recognized as Master Municipal Clerk. He noted City Clerk Simonsen was the first Master Municipal Clerk in Antioch and one of only 1,300 Master Municipal Clerks in the world.

City Clerk Simonsen thanked Mayor Wright for the recognition.

- 3. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. APPROVAL OF COUNCIL MINUTES FOR MARCH 24, 2020**
 - B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MARCH 31, 2020**
 - C. APPROVAL OF COUNCIL MINUTES FOR APRIL 14, 2020**
 - D. APPROVAL OF COUNCIL WARRANTS**

- E. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- F. REJECTION OF CLAIM: VINCE GATTIS
- G. VISION AND STRATEGIC PLAN 2019-2029 UPDATE
- H. **RESOLUTION NO. 2020/59 ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR HILLCREST AVENUE STORM DRAIN LINE FOR AVIANO 1 TRACT NO. 9249 (P.W. 676-1)**

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

Item G – City Manager Bernal introduced Item G.

Councilmember Motts reiterated a previous request to add a community center/town square to aspirational goal #6.

City Manager Bernal apologized for the oversight and stated per her request, it would be added to the document.

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously approved Item G.

COUNCIL REGULAR AGENDA

- 3. **CONTRA COSTA MOSQUITO AND VECTOR CONTROL BOARD OF TRUSTEES' (ANTIOCH RESIDENT REPRESENTATIVE) APPOINTMENT FOR ONE (1) FULL-TERM VACANCY EXPIRING APRIL 2024**

City Manager Bernal introduced Regular Agenda Item #3.

Administrative Services Director Mastay presented the staff report dated April 28, 2020 recommending the Mayor nominate, and Council approve, by resolution, one (1) full-term Representative to the Contra Costa Mosquito and Vector Control Board of Trustees for a 4-year term which will expire April 2024.

Mayor Wright nominated Lola Odunlami to fill (1) one full-term Representative to the Contra Costa Mosquito and Vector Control Board of Trustees for a 4-year term which will expire April 2024.

RESOLUTION NO. 2020/60

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously appointed by resolution, Lola Odunlami to fill (1) one full-term Representative to the Contra Costa Mosquito and Vector Control Board of Trustees for a 4-year term which will expire April 2024.

4. FISCAL YEAR 2019-21 MID-YEAR BUDGET

City Manager Bernal introduced Regular Agenda Item #4.

Finance Director Merchant presented the staff report dated April 28, 2020 recommending the City Council adopt a resolution approving mid-year adjustments to the fiscal year 2019-21 budget.

Councilmember Ogorchock requested Council consider funding an additional parking enforcement officer noting the net cost would be minimal and it would address the shortfall of services due to the COVID-19 health crisis.

In response to Councilmember Motts, Finance Director Merchant confirmed that Council could consider funding the Unhoused Resident Coordinator for FY21, when they received a budget update in August.

A motion was made by Councilmember Thorpe, seconded by Councilmember Motts, to adopt the resolution approving mid-year adjustments to the fiscal year 2019-21 budget.

Mayor Wright requested a friendly amendment to the motion to include funding for an additional parking enforcement officer.

Councilmember Thorpe denied the request to amend his motion.

In response to Council, Finance Director Merchant stated she would bring the additional parking enforcement officer item back to Council in August for consideration.

RESOLUTION NO. 2020/61

The previous motion to approve the resolution was unanimously approved.

5. SUMMER JULY/AUGUST CITYWIDE EVENTS

City Manager Bernal introduced Regular Agenda Item #5.

Director of Parks and Recreation Kaiser presented the staff report dated April 28, 2020 recommending the City Council discuss and provide direction regarding the feasibility of hosting citywide events during July and August 2020.

Councilmember Motts, President of the Celebrate Antioch Foundation, reported that they had cancelled the Mother's Day Art and Wine Walk and Father's Day Car Show. She stated they supported the cancellation of the 4th of July activities for this year noting that if they did so now, they could move forward with seeking reimbursement for the fees committed for the fireworks.

Councilmember Thorpe thank Director of Parks and Recreation Kaiser for the report. He stated he felt these decisions were better left up to those who had organized the events.

Councilmember Wilson stated she appreciated the work done by Celebrate Antioch Foundation and while she was disappointed that the 4th of July events may be cancelled, she understood the public health safety issues.

In response to Councilmember Wilson, Director of Parks and Recreation Kaiser responded that staff was researching creative ways to work within the parameters of the Shelter in Place guidelines.

Councilmember Wilson suggested staff consider hosting online live concerts to replace the summer concert series.

Councilmember Ogorchock stated that she appreciated the Recreation Department's hard work. She recognized Councilmember Motts and the Celebrate Antioch Foundation for facilitating the 4th of July celebration and other community events. She supported Councilmember Motts' suggestion to cancel the 4th of July celebration for this year.

Councilmember Thorpe stated he appreciated the Recreation staff and the Celebrate Antioch Foundation. He agreed with the recommendation from Councilmember Motts to cancel the events for this year.

Mayor Wright requested no money be expended for the events at this time. He stated he looked forward to future events that worked within the parameters of the Shelter in Place guidelines.

Director of Parks and Recreation Kaiser urged Council to send her ideas for future events. She announced that the Parks and Recreation staff had selected 50 families to receive treat bags from the City that would be distributed in accordance with social distancing guidelines.

Following discussion, Council agreed to cancel the 4th of July events.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal congratulated City Clerk Simonsen for his Master Municipal Clerk accomplishment noting it was a great honor to be the first in Antioch. He announced the City had an information call center at 925-779-6950 during the hours of 7:00 A.M. – 4:00 P.M. He reported that Republic Services would be resuming curbside pickups on May 18, 2020 and Code

Enforcement would be resuming Saturday Neighborhood Cleanup events. He commented that the Shelter-in-Place was extended through May 31, 2020 and additional Coronavirus (COVID-19) information was available on the City's website.

COUNCIL COMMUNICATIONS

Councilmember Ogorchock requested the City research how to provide free Wi-Fi services to residents who were unable to afford it, due to the effects of the Coronavirus (COVID-19) crisis.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously adjourned the meeting at 8:05 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Nickie Mastay, Administrative Services Director *NM*

SUBJECT: City Council Special Meeting Minutes of May 1, 2020

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of May 1, 2020 to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
APRIL 17 - APRIL 29, 2020
FUND/CHECK#

100 General Fund

Non Departmental

| | | | |
|----------|-------------------------------------|---------------------------|-----------|
| 00387632 | ANYTIME FITNESS | PAYROLL DEDUCTIONS | 39.00 |
| 00387641 | CA BUILDING STANDARDS COMMISSION | REVOLVING FUND REMITTANCE | 3,900.99 |
| 00387642 | CENTURY COMMUNITIES INC | SMIP REFUND | 619.09 |
| 00387643 | CITY SPORTS CLUB | PAYROLL DEDUCTIONS | 27.98 |
| 00387649 | CONTRA COSTA COUNTY | PAYROLL DEDUCTIONS | 400.00 |
| 00387655 | DIAMOND HILLS SPORT CLUB | PAYROLL DEDUCTIONS | 212.00 |
| 00387656 | DIVISION OF ADMINISTRATIVE SERVICES | MAPPING FEE REMITTANCE | 15,781.17 |
| 00387678 | LAW OFFICE OF RUTHANN G ZIEGLER | LEGAL SERVICES RENDERED | 1,622.50 |
| 00387679 | LINA | PAYROLL DEDUCTIONS | 3,748.04 |
| 00387680 | MUNICIPAL POOLING AUTHORITY | PAYROLL DEDUCTIONS | 2,084.23 |
| 00387684 | OPERATING ENGINEERS LOCAL NO 3 | PAYROLL DEDUCTIONS | 3,900.00 |
| 00387688 | PARS | PAYROLL DEDUCTIONS | 3,625.37 |
| 00387691 | PLANET FITNESS | PAYROLL DEDUCTIONS | 21.99 |
| 00387696 | RANEY PLANNING & MANAGEMENT INC | CONSULTING SERVICES | 12,628.28 |
| 00387700 | STANDARD LIFE INSURANCE | PAYROLL DEDUCTIONS | 962.00 |
| 00387701 | STATE OF CALIFORNIA | PAYROLL DEDUCTIONS | 235.31 |
| 00387702 | STATE OF CALIFORNIA | PAYROLL DEDUCTIONS | 100.00 |
| 00387703 | STATE OF CALIFORNIA | PAYROLL DEDUCTIONS | 200.00 |
| 00387715 | AFLAC | INSURANCE PREMIUMS | 6,114.67 |
| 00387739 | BLUE SHIELD LIFE | VISION INSURANCE PREMIUMS | 3,977.35 |
| 00387744 | CHING, TANG KWAI | SB1186 STATE FEE REFUND | 4.00 |
| 00387745 | CHO, YUN | SB1186 STATE FEE REFUND | 1.00 |
| 00387757 | DELTA DENTAL | INSURANCE PREMIUMS | 43,209.60 |
| 00387761 | DUTT, KEVIN AND SARA | SB1186 STATE FEE REFUND | 4.00 |
| 00387773 | GHAFOOR, KALSOOM | BALANCE OF DEPOSIT REFUND | 1,052.92 |
| 00387787 | LAW OFFICE OF RUTHANN G ZIEGLER | LEGAL SERVICES RENDERED | 330.00 |
| 00387806 | EMPLOYEE | CHECK REPLACEMENT | 48.03 |
| 00387820 | SGA DESIGN GROUP | BALANCE OF DEPOSIT REFUND | 1,788.40 |
| 00387848 | UNITED STATES POSTAL SERVICE | PO BOX 5007 RENTAL | 1,158.33 |
| 00936675 | ANTIOCH PD SWORN MGMT ASSOC | PAYROLL DEDUCTIONS | 770.00 |
| 00936676 | ANTIOCH POLICE OFFICERS ASSOCIATION | PAYROLL DEDUCTIONS | 21,744.43 |
| 00936677 | APWEA | PAYROLL DEDUCTIONS | 4,222.22 |
| 00936685 | NATIONWIDE RETIREMENT SOLUTIONS | PAYROLL DEDUCTIONS | 41,256.41 |
| 00936686 | VANTAGEPOINT TRANSFER AGENTS | PAYROLL DEDUCTIONS | 5,802.79 |

City Attorney

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|----------|---------------------------------|---------------------------|-----------|
| 00387633 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 48.26 |
| 00387636 | BEST BEST AND KRIEGER LLP | LEGAL SERVICES RENDERED | 1,572.48 |
| 00387637 | BEST BEST AND KRIEGER LLP | LEGAL SERVICES RENDERED | 32,555.93 |
| 00387647 | CONTINUING EDUCATION OF THE BAR | TRAINING BOOKS | 269.12 |
| 00387672 | JACKSON LEWIS LLP | LEGAL SERVICES RENDERED | 1,161.56 |
| 00387678 | LAW OFFICE OF RUTHANN G ZIEGLER | LEGAL SERVICES RENDERED | 220.00 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 53.65 |
| 00387822 | SHRED IT INC | SHRED SERVICE | 83.27 |
| 00936688 | CANON FINANCIAL SERVICES | COPIER LEASE | 131.85 |

City Manager

| | | | |
|----------|----------------------------|----------------------|----------|
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00387802 | OFFICE DEPOT INC | OFFICE SUPPLIES | 59.29 |
| 00387843 | TERI BLACK AND COMPANY LLC | RECRUITMENT SERVICES | 4,960.18 |
| 00387852 | VERIZON WIRELESS | DATA SERVICES | 53.65 |

Prepared by: Lauren Posada

Finance Accounting

5/7/2020

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CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
APRIL 17 - APRIL 29, 2020
FUND/CHECK#

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| 00387855 | VOLER STRATEGIC ADVSIORS INC | CONSULTING SERVICES | 16,000.00 |
| 00936688 | CANON FINANCIAL SERVICES | COPIER LEASE | 131.87 |
| 00936690 | COMPUTERLAND | COMPUTER SUPPLIES | 239.18 |
| City Clerk | | | |
| 00387764 | ECS IMAGING INC | SOFTWARE MAINTENANCE | 6,042.00 |
| 00387822 | SHRED IT INC | SHRED SERVICES | 41.64 |
| Human Resources | | | |
| 00387715 | AFLAC | INSURANCE PREMIUMS | 89.82 |
| 00387757 | DELTA DENTAL | INSURANCE PREMIUMS | 62.18 |
| 00387822 | SHRED IT INC | SHRED SERVICES | 83.28 |
| Economic Development | | | |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 53.65 |
| 00387734 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 9,713.01 |
| 00936688 | CANON FINANCIAL SERVICES | COPIER LEASE | 131.85 |
| Finance Accounting | | | |
| 00387676 | KOA HILLS CONSULTING LLC | PROFESSIONAL SERVICES | 700.00 |
| 00387784 | KOA HILLS CONSULTING LLC | PROFESSIONAL SERVICES | 612.50 |
| 00387822 | SHRED IT INC | SHRED SERVICES | 41.63 |
| 00936705 | SUPERION LLC | ASP SERVICES | 17,076.45 |
| Finance Operations | | | |
| 00387847 | UNITED PARCEL SERVICE | WEEKLY PRINTER SERVICE FEE | 21.50 |
| 00387848 | UNITED STATES POSTAL SERVICE | PO BOX 5007 RENTAL | 231.67 |
| Non Departmental | | | |
| 00387686 | PACIFIC CREDIT SERVICES | COLLECTIONS FEE | 1,074.23 |
| 00387744 | CHING, TANG KWAI | APP FEE | 410.00 |
| 00387745 | CHO, YUN | RETURN ITEM FEE | 275.00 |
| 00387756 | DAVID WELLHOUSE AND ASSOC INC | STATE MANDATE FILING | 5,500.00 |
| 00387761 | DUTT, KEVIN AND SARA | APP FEE | 1,610.00 |
| 00936777 | RETIREE | MEDICAL AFTER RETIREMENT | 1,820.54 |
| Public Works Administration | | | |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 29.00 |
| Public Works Street Maintenance | | | |
| 00387683 | OFFICE DEPOT INC | OFFICE SUPPLIES | 161.10 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 76.02 |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 90.65 |
| 00387720 | ALTA FENCE | FENCE INSTALLATION | 11,989.00 |
| 00387725 | ANTIOCH ACE HARDWARE | SUPPLIES | 36.35 |
| 00387727 | ANTIOCH BUILDING MATERIALS | ASPHALT | 450.23 |
| 00387737 | BAY AREA BARRICADE | TRAFFIC SAFETY SUPPLIES | 1,207.55 |
| 00387739 | BLUE SHIELD LIFE | INSURANCE PREMIUMS | 14.12 |
| 00387767 | FASTENAL CO | SUPPLIES | 19.84 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 67.79 |
| 00387862 | ZAP MANUFACTURING INC | SIGNS | 7,773.66 |
| Public Works-Signal/Street Lights | | | |
| 00387687 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 74.19 |
| 00936681 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 2,101.17 |
| 00936691 | CONSOLIDATED ELECTRICAL DIST INC | LIGHTS | 21,028.00 |
| 00936696 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 3,536.72 |

Prepared by: Lauren Posada

Finance Accounting

5/7/2020

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
APRIL 17 - APRIL 29, 2020
FUND/CHECK#

Public Works-Facilities Maintenance

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|----------|----------------------------------|-----------------------|----------|
| 00387651 | CONTRA COSTA FIRE EQUIPMENT | EQUIPMENT | 813.48 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00387758 | DREAM RIDE ELEVATOR | ELEVATOR SERVICE | 320.00 |
| 00387767 | FASTENAL CO | SUPPLIES | 570.47 |
| 00387810 | RICKIES ROOF REPAIR | PROFESSIONAL SERVICES | 1,650.00 |
| 00936691 | CONSOLIDATED ELECTRICAL DIST INC | SUPPLIES | 1,101.11 |
| 00936694 | GRAINGER INC | SUPPLIES | 121.87 |

Public Works-Parks Maint

| | | | |
|----------|-----------------------------|-----------------------|-----------|
| 00387687 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 402.45 |
| 00387710 | WATERSAVERS IRRIGATION | IRRIGATION PARTS | 148.15 |
| 00387720 | ALTA FENCE | PROFESSIONAL SERVICES | 25,995.00 |
| 00936678 | DEL CONTES LANDSCAPING INC | LANDSCAPE SERVICES | 7,412.00 |
| 00936681 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 979.95 |
| 00936692 | DEL CONTES LANDSCAPING INC | LANDSCAPE SERVICES | 62,600.00 |
| 00936696 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 1,984.16 |

Public Works-Median/General Land

| | | | |
|----------|-----------------------------|--------------------|----------|
| 00387683 | OFFICE DEPOT INC | OFFICE SUPPLIES | 49.15 |
| 00387687 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 24.77 |
| 00387704 | STEWARTS TREE SERVICE INC | LANDSCAPE SERVICES | 2,575.00 |
| 00387832 | STEWARTS TREE SERVICE INC | LANDSCAPE SERVICES | 8,425.00 |
| 00936680 | GRAINGER INC | SUPPLIES | 248.55 |

PW-Work Alternative-Strt Maint

| | | | |
|----------|---------------|------------|-------|
| 00387797 | NEXTEL SPRINT | CELL PHONE | 15.97 |
|----------|---------------|------------|-------|

Police Administration

| | | | |
|----------|-----------------------------------|-----------------------------|----------|
| 00387634 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 1,288.12 |
| 00387640 | BROWNELLS INC | RIFLE PARTS | 103.23 |
| 00387658 | FEDEX | SHIPMENT | 13.73 |
| 00387662 | GALLS LLC | EQUIPMENT | 4,468.19 |
| 00387667 | GRAYS, ALLANTE | CAR WASH | 6,645.00 |
| 00387671 | IBS OF TRI VALLEY | BATTERIES | 217.41 |
| 00387682 | NET TRANSCRIPTS | TRANSCRIPTION | 92.17 |
| 00387690 | PERKINSON, JAMES A | EXPENSE REIMBURSEMENT | 58.74 |
| 00387731 | ATKINSON ANDELSON LOYA RUUD ROMO | LEGAL SERVICES RENDERED | 6,441.76 |
| 00387735 | BARNETT MEDICAL SERVICES INC | BIO HAZARD DISPOSAL | 110.00 |
| 00387751 | CPS HUMAN RESOURCE SERVICES | RECRUITMENT EXPENSES | 878.90 |
| 00387752 | CPS HUMAN RESOURCE SERVICES | RECRUITMENT EXPENSES | 714.50 |
| 00387754 | CSI FORENSIC SUPPLY | EVIDENCE SUPPLIES | 265.32 |
| 00387755 | CSI FORENSIC SUPPLY | EVIDENCE SUPPLIES | 233.90 |
| 00387757 | DELTA DENTAL | INSURANCE PREMIUMS | 54.23 |
| 00387771 | GALLS LLC | EQUIPMENT | 1,662.20 |
| 00387780 | IBS OF TRI VALLEY | BATTERIES | 546.24 |
| 00387786 | LASSAS, BRENDAN MICHAEL | MEAL ALLOWANCE | 34.50 |
| 00387796 | NET TRANSCRIPTS | TRANSCRIPTION | 319.37 |
| 00387800 | OCCUPATIONAL HEALTH CENTERS OF CA | PRE-EMPLOYMENT MEDICAL EXAM | 1,283.00 |
| 00387802 | OFFICE DEPOT INC | OFFICE SUPPLIES | 991.18 |
| 00387823 | SHRED IT INC | SHREDDING SERVICES | 409.17 |
| 00387831 | STATE OF CALIFORNIA | BACKGROUNDS | 198.00 |
| 00387847 | UNITED PARCEL SERVICE | SHIPPING | 53.37 |
| 00936688 | CANON FINANCIAL SERVICES | COPIER LEASE | 1,907.18 |
| 00936697 | IMAGE SALES INC | ID CARDS | 78.96 |

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| 00936701 | MOBILE MINI LLC | STORAGE | 120.74 |
| Police Community Policing | | | |
| 00387670 | HUNT AND SONS INC | FUEL | 20.12 |
| 00387757 | DELTA DENTAL | INSURANCE PREMIUMS | 124.96 |
| 00387833 | STOMMEL INC | COMMUNITY CAMERAS | 150,289.83 |
| Police Traffic Division | | | |
| 00387805 | PADILLA, BEN C | EXPENSE REIMBURSEMENT | 752.73 |
| Police Investigations | | | |
| 00387648 | CONTRA COSTA COUNTY | PRISONER EXTRADITION | 445.00 |
| 00387650 | CONTRA COSTA COUNTY | CCC LAB | 20,058.50 |
| 00387699 | SPRINT | CELL ANALYSIS | 792.00 |
| 00387759 | DS WATERS OF AMERICA | WATER SERVICES | 153.33 |
| 00387829 | SPRINT | CELL ANALYSIS | 300.00 |
| 00387830 | SPRINT | CELL ANALYSIS | 692.00 |
| 00387834 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00387835 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00387836 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00387837 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00387838 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00387839 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00387840 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00387841 | T MOBILE USA INC | CELL ANALYSIS | 50.00 |
| 00387853 | VERIZON WIRELESS | CELL ANALYSIS | 175.00 |
| Police Special Operations Unit | | | |
| 00387827 | SPECIAL SERVICES GROUP LLC | TRAINING | 344.14 |
| 00387846 | TOYOTA FINANCIAL SERVICES | VEHICLE LEASE | 599.36 |
| Police Communications | | | |
| 00387694 | PURSUIT NORTH | TAX | 15.95 |
| 00387709 | VERIZON WIRELESS | PATROL VEHICLE MODEMS | 2,470.65 |
| 00936674 | ALTURA COMMUNICATION SOLUTIONS LLC | PROFESSIONAL SERVICES | 4,550.00 |
| Office Of Emergency Management | | | |
| 00387683 | OFFICE DEPOT INC | OFFICE SUPPLIES | 103.40 |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 58.97 |
| 00387747 | COLE SUPPLY CO INC | SUPPLIES | 2,634.56 |
| 00387807 | PEPPER INVESTMENTS INC | PEST CONTROL | 900.00 |
| 00387850 | USA BLUEBOOK | SUPPLIES | 473.26 |
| 00387859 | WECO INDUSTRIES INC | SUPPLIES | 1,625.71 |
| 00936674 | ALTURA COMMUNICATION SOLUTIONS LLC | PROFESSIONAL SERVICES | 180.00 |
| 00936694 | GRAINGER INC | SUPPLIES | 712.78 |
| 00936695 | HAMMONS SUPPLY COMPANY | SUPPLIES | 825.49 |
| Police Facilities Maintenance | | | |
| 00387669 | HUNT AND SONS INC | FUEL | 5,317.15 |
| 00387790 | M AND L OVERHEAD DOORS | MAINTENANCE SERVICES | 605.00 |
| Community Development Land Planning Services | | | |
| 00387635 | BAY AREA NEWS GROUP | LEGAL PUBLICATIONS | 832.50 |
| 00387642 | CENTURY COMMUNITIES INC | ADMIN FEE REFUND | 2,285.03 |
| 00387712 | SCUDERO, KEVIN S | TRAINING REIMBURSEMENT | 648.00 |
| 00387739 | BLUE SHIELD LIFE | INSURANCE PREMIUMS | 1.97 |
| 00387757 | DELTA DENTAL | INSURANCE PREMIUMS | 41.45 |
| CD Code Enforcement | | | |
| 00387673 | K2GC | PROFESSIONAL SERVICES | 825.14 |

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| 00387739 | BLUE SHIELD LIFE | INSURANCE PREMIUMS | 1.97 |
| 00387741 | BRIDGEHEAD SELF STORAGE | MARCH STORAGE | 235.00 |
| 00387750 | CONTRA COSTA COUNTY CLERK RECORD | RECORDING FEES | 1,354.00 |
| 00387757 | DELTA DENTAL | INSURANCE PREMIUMS | 41.45 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 492.40 |
| 00387801 | OCCUPATIONAL HEALTH CENTERS OF CA | PRE-EMPLOYMENT - MEDICAL EXAM | 411.50 |
| PW Engineer Land Development | | | |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 76.02 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 341.69 |
| 00387815 | SALABER ASSOCIATES INC | INSPECTION SERVICES | 21,280.00 |
| 00936693 | DELL COMPUTER CORP | COMPUTER EQUIPMENT | 919.24 |
| 00936706 | TESTING ENGINEERS INC | TESTING SERVICES | 11,145.00 |
| Community Development Building Inspection | | | |
| 00387642 | CENTURY COMMUNITIES INC | GREEN BUILDING FEE REFUND | 41,060.74 |
| 00387739 | BLUE SHIELD LIFE | INSURANCE PREMIUMS | 1.98 |
| 00387757 | DELTA DENTAL | INSURANCE PREMIUMS | 41.46 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 186.63 |
| Capital Imp. Administration | | | |
| 00387683 | OFFICE DEPOT INC | OFFICE SUPPLIES | 31.72 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 121.49 |
| 212 | CDBG Fund | | |
| Non Departmental | | | |
| 00387666 | GRANITE ROCK COMPANY | RETENTION PYMT | 124,665.66 |
| CDBG | | | |
| 00387666 | GRANITE ROCK COMPANY | DOWNTOWN ROADWAY PROJECT | 597,059.20 |
| 00387789 | LOCAL GOVERNMENT COMMISSION | CIVICSPARK FELLOW | 589.91 |
| 213 | Gas Tax Fund | | |
| Streets | | | |
| 00387687 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 106.38 |
| 00387774 | GINGERICH CONSTRUCTION INC | AMTRAK DEMO PGE REIMBURSEMENT | 2,240.54 |
| 214 | Animal Control Fund | | |
| Animal Control | | | |
| 00387627 | AIRGAS USA LLC | OXYGEN | 60.70 |
| 00387646 | CONCORD UNIFORMS LLC | UNIFORMS - ETHRIDGE | 213.97 |
| 00387657 | EAST BAY VETERINARY EMERGENCY | VETERINARY SERVICES | 3,148.52 |
| 00387677 | KOEFRAN SERVICES INC | CREMATION SERVICES | 1,850.00 |
| 00387681 | MWI VETERINARY SUPPLY CO | SUPPLIES | 291.91 |
| 00936682 | IDEXX LABORATORIES INC | VETERINARY SUPPLIES | 207.74 |
| 00936684 | MOBILE MINI LLC | STORAGE BIN | 121.90 |
| 215 | Civic Arts Fund | | |
| Civic Arts | | | |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 62.64 |
| 216 | Park-In-Lieu Fund | | |
| Parks & Open Space | | | |
| 00387642 | CENTURY COMMUNITIES INC | PARK IN LIEU REFUND | 18,000.00 |
| 219 | Recreation Fund | | |
| Non Departmental | | | |
| 00387665 | GOLINVEAUX, MARIA | RENTAL DEPOSIT REFUND | 500.00 |
| 00387697 | ROTHSCHILD, TANGIKINA | RENTAL DEPOSIT REFUND | 500.00 |
| 00387705 | SWAIN, SHERREE | RENTAL DEPOSIT REFUND | 500.00 |

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| 00387740 | BOYD, TIFFINEY-MARIE | RENTAL DEPOSIT REFUND | 500.00 |
| 00387812 | RODRIQUEZ, NORA | RENTAL DEPOSIT REFUND | 500.00 |
| 00387824 | SILENT PARTNER PRIVATE SECURITY | EVENT SECURITY | 5,575.00 |
| Recreation Sports Programs | | | |
| 00387766 | FABRIS, RYAH RYAH | RECREATION PROGRAM REFUND | 100.00 |
| 00387782 | JUYAN, FRONIA | RECREATION PROGRAM REFUND | 88.00 |
| 00387845 | THAMMALANGSY, LUCKY | RECREATION PROGRAM REFUND | 742.50 |
| Recreation-Comm Center | | | |
| 00387687 | PACIFIC GAS AND ELECTRIC CO | GAS | 5,671.06 |
| 00387697 | ROTHSCHILD, TANGIKINA | ROOM RENTAL REFUND | 455.00 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00387718 | ALBERTO, KIMBLE | RECREATION PROGRAM REFUND | 437.00 |
| 00387740 | BOYD, TIFFINEY-MARIE | ROOM RENTAL REFUND | 772.00 |
| 00387760 | DUGAND, KARINA | CONTRACTOR PAYMENT | 1,101.60 |
| 00387775 | GURULE, KRISTIN | RECREATION PROGRAM REFUND | 138.00 |
| 00387794 | MOITOZA, ADALINE | RECREATION PROGRAM REFUND | 203.00 |
| 00387799 | OBRA, ANTONIO | RECREATION PROGRAM REFUND | 405.00 |
| 00387808 | QUINTANILLA, WENDY | RECREATION PROGRAM REFUND | 552.00 |
| 00387813 | ROSALES, ANGELIAH | RECREATION PROGRAM REFUND | 203.00 |
| 00387816 | SALDUA, JENNIFER | RECREATION PROGRAM REFUND | 207.00 |
| 00387819 | SEGURA, MAXIMUS KING | RECREATION PROGRAM REFUND | 203.00 |
| 00387854 | VICTORINO, VALERIA | RECREATION PROGRAM REFUND | 203.00 |
| Recreation Water Park | | | |
| 00387675 | KNORR SYSTEMS INC | CHEMICALS | 1,333.57 |
| 00387716 | AKRAMY, FUZIA | AQUATIC PROGRAM REFUND | 99.00 |
| 00387721 | AMERICAN RED CROSS | LIFEGUARD CLASS MATERIALS | 246.00 |
| 00387736 | BARRERA, LAURA | AQUATIC PROGRAM REFUND | 198.00 |
| 00387749 | COMCAST | CONNECTION SERVICES | 97.18 |
| 00387776 | GUTIERREZ, MARIA | AQUATIC PROGRAM REFUND | 48.00 |
| 00387788 | LINCOLN EQUIPMENT INC | SUPPLIES | 1,370.88 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 15.97 |
| 00387803 | OLANDER, ERICA | RECREATION PROGRAM REFUND | 70.00 |
| 00387814 | ROSALES, VANESSA | AQUATIC PROGRAM REFUND | 48.00 |
| 00387817 | SANFORD, DAVION | AQUATIC PROGRAM REFUND | 225.00 |
| 00387851 | VATANANAN, NATALIYA | AQUATIC PROGRAM REFUND | 235.00 |
| 222 Measure C/J Fund | | | |
| Streets | | | |
| 00387635 | BAY AREA NEWS GROUP | LEGAL PUBLICATIONS | 437.40 |
| 226 Solid Waste Reduction Fund | | | |
| Solid Waste | | | |
| 00387642 | CENTURY COMMUNITIES INC | WASTE PLAN REFUND | 420.00 |
| 229 Pollution Elimination Fund | | | |
| Channel Maintenance Operation | | | |
| 00387628 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 4,800.00 |
| 00387631 | ANTIOCH ACE HARDWARE | SUPPLIES | 1,258.39 |
| 00387661 | FURBER SAW INC | PARTS | 658.72 |
| 00387717 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 4,800.00 |
| 00387793 | MJH EXCAVATING INC | LANDSCAPE SERVICES | 5,170.00 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 15.97 |
| 00387798 | NOMAD ECOLOGY LLC | CONSULTING SERVICES | 848.00 |
| 00387832 | STEWARTS TREE SERVICE INC | LANDSCAPE SERVICES | 2,450.00 |

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| 00387842 | TARGET SPECIALTY PRODUCTS | PESTICIDES | 1,417.32 |
| 238 | PEG Franchise Fee Fund | | |
| | <i>Non Departmental</i> | | |
| 00387778 | HONEYWELL INTERNATIONAL INC | HVAC SERVICES | 21,402.98 |
| 251 | Lone Tree SLLMD Fund | | |
| | <i>Lonetree Maintenance Zone 1</i> | | |
| 00387825 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 3,216.00 |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 136.60 |
| | <i>Lonetree Maintenance Zone 2</i> | | |
| 00387628 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 717.36 |
| 00387717 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 3,586.80 |
| 00387832 | STEWARTS TREE SERVICE INC | LANDSCAPE SERVICES | 550.00 |
| | <i>Lonetree Maintenance Zone 4</i> | | |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 218.56 |
| 252 | Downtown SLLMD Fund | | |
| | <i>Downtown Maintenance</i> | | |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 136.60 |
| 253 | Almondridge SLLMD Fund | | |
| | <i>Almondridge Maintenance</i> | | |
| 00387698 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 4,020.00 |
| 00387825 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 804.00 |
| 254 | Hillcrest SLLMD Fund | | |
| | <i>Hillcrest Maintenance Zone 1</i> | | |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 355.16 |
| | <i>Hillcrest Maintenance Zone 2</i> | | |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 486.30 |
| | <i>Hillcrest Maintenance Zone 4</i> | | |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 273.20 |
| 255 | Park 1A Maintenance District Fund | | |
| | <i>Park 1A Maintenance District</i> | | |
| 00387654 | DEJESUS PUMP AND WELL DRILLING INC | PROFESSIONAL SERVICES | 730.00 |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 355.16 |
| 256 | Citywide 2A Maintenance District Fund | | |
| | <i>Citywide 2A Maintenance Zone 3</i> | | |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 5.46 |
| | <i>Citywide 2A Maintenance Zone 6</i> | | |
| 00387628 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 2,869.44 |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 327.84 |
| | <i>Citywide 2A Maintenance Zone 8</i> | | |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 27.32 |
| | <i>Citywide 2A Maintenance Zone 9</i> | | |
| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 81.96 |
| 257 | SLLMD Administration Fund | | |
| | <i>SLLMD Administration</i> | | |
| 00387631 | ANTIOCH ACE HARDWARE | SUPPLIES | 157.83 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 76.02 |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 38.84 |
| 00387725 | ANTIOCH ACE HARDWARE | SUPPLIES | 145.83 |
| 00387726 | ANTIOCH AUTO PARTS | EQUIPMENT | 58.96 |
| 00387737 | BAY AREA BARRICADE | TRAFFIC SAFETY SUPPLIES | 2,142.45 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 43.37 |

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| 00387844 | TERRACARE ASSOCIATES | TURF MOWING | 327.84 |
| 00387858 | WATERSAVERS IRRIGATION | IRRIGATION PARTS | 5,592.13 |
| 311 | Capital Improvement Fund | | |
| | <i>Non Departmental</i> | | |
| | <i>Energy Efficiency</i> | | |
| 00387789 | LOCAL GOVERNMENT COMMISSION | CIVICSPARK FELLOW | 1,181.82 |
| 321 | Development Impact Fee Fund | | |
| | <i>Dev Impact - General Admin</i> | | |
| 00387638 | BKF ENGINEERS INC | PROFESSIONAL SERVICES | 3,278.03 |
| 00387663 | GARNEY PACIFIC INC | NE ANTIOCH WATER PROJECT | 107,896.72 |
| 321 | Development Impact Fee Fund | | |
| | <i>Dev Impact - General Admin</i> | | |
| 00387642 | CENTURY COMMUNITIES INC | GENERAL ADMIN REFUND | 2,760.00 |
| | <i>Dev Impact - Public Works</i> | | |
| 00387642 | CENTURY COMMUNITIES INC | PUBLIC WORKS REFUND | 2,676.00 |
| | <i>Dev Impact - Police</i> | | |
| 00387642 | CENTURY COMMUNITIES INC | POLICE REFUND | 7,152.00 |
| | <i>Dev Impact - Parks & Rec</i> | | |
| 00387642 | CENTURY COMMUNITIES INC | PARK & REC REFUND | 19,572.00 |
| 376 | Lone Diamond Fund | | |
| | <i>Assessment District</i> | | |
| 00387743 | CENTRAL SELF STORAGE ANTIOCH | STORAGE FEE | 302.00 |
| 416 | Honeywell Capital Lease Fund | | |
| | <i>Non Departmental</i> | | |
| 00387733 | BANK OF AMERICA | DEBT SERVICE PAYMENT | 45,917.90 |
| 569 | Vehicle Replacement Fund | | |
| | <i>Equipment Maintenance</i> | | |
| 00387719 | ALL STAR FORD | VEHICLE | 97,617.84 |
| 570 | Equipment Maintenance Fund | | |
| | <i>Non Departmental</i> | | |
| 00387779 | HUNT AND SONS INC | FUEL | 4,786.05 |
| | <i>Equipment Maintenance</i> | | |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 40.00 |
| 00387714 | AFFORDABLE TIRE CENTER | WHEEL ALIGNMENT | 60.00 |
| 00387726 | ANTIOCH AUTO PARTS | AUTO PARTS | 1,429.28 |
| 00387729 | ARMOUR PETROLEUM SERVICE | REPAIR SERVICES | 1,568.49 |
| 00387738 | BILL BRANDT FORD | AUTO PARTS | 970.92 |
| 00387746 | CHUCKS BRAKE AND WHEEL SERVICE INC | TOOLS | 262.20 |
| 00387753 | CRESO EQUIPMENT RENTALS | AUTO PARTS | 75.39 |
| 00387768 | FASTRAK VIOLATION PROCESSING | BRIDGE FEES | 93.00 |
| 00387772 | GENOS AUTO BODY | PROFESSIONAL SERVICES | 3,795.66 |
| 00387777 | HARRINGTON INDUSTRIAL PLASTICS LLC | AUTO PARTS | 126.83 |
| 00387778 | HONEYWELL INTERNATIONAL INC | HVAC SERVICES | 598.43 |
| 00387791 | MAKAI SOLUTIONS | MAINTENANCE SERVICES | 541.19 |
| 00387795 | MUNICIPAL MAINT EQUIPMENT INC | SUPPLIES | 860.55 |
| 00387804 | OREILLY AUTO PARTS | AUTO PARTS | 3,164.67 |
| 00387828 | SPRAYTEC | REPAIR SERVICES | 450.07 |
| 00387833 | STOMMEL INC | SUPPLIES | 1,179.77 |
| 00387856 | W K HYDRAULICS INC | REPAIR | 622.02 |
| 00387861 | WINTER CHEVROLET CO | PARTS | 27.02 |
| 00936694 | GRAINGER INC | SUPPLIES | 86.18 |

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| 00936699 | KIMBALL MIDWEST | SUPPLIES | 577.07 |
| 00936702 | PETERSON TRACTOR CO | AUTO REPAIR SERVICE | 4,071.87 |
| 00936703 | SC FUELS | SUPPLIES | 1,533.97 |
| 00936707 | UNLIMITED GRAPHIC AND SIGN NETWORK | SUPPLIES | 218.50 |
| 573 | Information Services Fund | | |
| | Information Services | | |
| 00387852 | VERIZON WIRELESS | DATA SERVICES | 382.28 |
| | Network Support & PCs | | |
| 00387645 | COMCAST | CONNECTION SERVICES | 514.21 |
| 00387722 | AMS | CONFIGURATION LABOR | 4,600.00 |
| 00387723 | AMS DOT NET INC | BRIDGE INSTALLATION | 2,359.60 |
| 00387783 | KIS | TIME AND MATERIAL BILLING | 75.00 |
| 00387821 | SHARESQUARED INC | CONSULTING SERVICES | 18,137.50 |
| | Telephone System | | |
| 00387629 | AMERICAN MESSAGING | PAGER SERVICES | 172.13 |
| 00387730 | AT AND T MCI | LONG DISTANCE LINES | 24.84 |
| | GIS Support Services | | |
| 00387763 | ECS IMAGING INC | PROGRAMMING SERVICES | 2,700.00 |
| 00387765 | ESRI INC | GIS SERVICES | 18,141.09 |
| | Office Equipment Replacement | | |
| 00936693 | DELL COMPUTER CORP | COMPUTER SUPPLIES | 10.91 |
| 577 | Post Retirement Medical-Police Fund | | |
| | Non Departmental | | |
| 00387864 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00387865 | RETIREE | MEDICAL AFTER RETIREMENT | 762.82 |
| 00387868 | RETIREE | MEDICAL AFTER RETIREMENT | 1,108.78 |
| 00387871 | RETIREE | MEDICAL AFTER RETIREMENT | 1,090.58 |
| 00387877 | RETIREE | MEDICAL AFTER RETIREMENT | 704.31 |
| 00387878 | RETIREE | MEDICAL AFTER RETIREMENT | 968.92 |
| 00387880 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 00387881 | RETIREE | MEDICAL AFTER RETIREMENT | 1,321.13 |
| 00387888 | RETIREE | MEDICAL AFTER RETIREMENT | 860.04 |
| 00387889 | RETIREE | MEDICAL AFTER RETIREMENT | 17.69 |
| 00936710 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00936711 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00936715 | RETIREE | MEDICAL AFTER RETIREMENT | 968.92 |
| 00936717 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936718 | RETIREE | MEDICAL AFTER RETIREMENT | 1,433.99 |
| 00936722 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936723 | RETIREE | MEDICAL AFTER RETIREMENT | 1,280.32 |
| 00936730 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936735 | RETIREE | MEDICAL AFTER RETIREMENT | 1,000.95 |
| 00936737 | RETIREE | MEDICAL AFTER RETIREMENT | 883.00 |
| 00936740 | RETIREE | MEDICAL AFTER RETIREMENT | 563.78 |
| 00936742 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936755 | RETIREE | MEDICAL AFTER RETIREMENT | 1,280.32 |
| 00936756 | RETIREE | MEDICAL AFTER RETIREMENT | 1,536.98 |
| 00936761 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936762 | RETIREE | MEDICAL AFTER RETIREMENT | 883.00 |
| 00936763 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936776 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |

Prepared by: Lauren Posada

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| 00936779 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00936780 | RETIREE | MEDICAL AFTER RETIREMENT | 1,378.92 |
| 00936781 | RETIREE | MEDICAL AFTER RETIREMENT | 275.71 |
| 00936782 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936791 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00936792 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936795 | RETIREE | MEDICAL AFTER RETIREMENT | 131.98 |
| 00936807 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 00936808 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00936818 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936819 | RETIREE | MEDICAL AFTER RETIREMENT | 584.82 |
| 00936821 | RETIREE | MEDICAL AFTER RETIREMENT | 968.92 |
| 00936823 | RETIREE | MEDICAL AFTER RETIREMENT | 1,013.74 |
| 00936826 | RETIREE | MEDICAL AFTER RETIREMENT | 245.25 |
| 00936835 | RETIREE | MEDICAL AFTER RETIREMENT | 566.53 |
| 00936837 | RETIREE | MEDICAL AFTER RETIREMENT | 1,420.72 |
| 00936846 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936848 | RETIREE | MEDICAL AFTER RETIREMENT | 768.49 |
| 00936853 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00936854 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936858 | RETIREE | MEDICAL AFTER RETIREMENT | 245.25 |
| 00936870 | RETIREE | MEDICAL AFTER RETIREMENT | 539.86 |
| 00936871 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 00936874 | RETIREE | MEDICAL AFTER RETIREMENT | 629.49 |
| 578 | Post Retirement Medical-Misc Fund | | |
| Non Departmental | | | |
| 00387863 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00387866 | RETIREE | MEDICAL AFTER RETIREMENT | 363.34 |
| 00387869 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00387872 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00387874 | RETIREE | MEDICAL AFTER RETIREMENT | 709.38 |
| 00387884 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00387885 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00387887 | RETIREE | MEDICAL AFTER RETIREMENT | 100.00 |
| 00936712 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00936713 | RETIREE | MEDICAL AFTER RETIREMENT | 188.03 |
| 00936716 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936721 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936726 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00936728 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00936731 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00936732 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936733 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936736 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936743 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936747 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936748 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00936751 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936754 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936758 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936759 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |

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| 00936760 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936767 | RETIREE | MEDICAL AFTER RETIREMENT | 709.38 |
| 00936768 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936769 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936770 | RETIREE | MEDICAL AFTER RETIREMENT | 126.13 |
| 00936775 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936778 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936786 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936790 | RETIREE | MEDICAL AFTER RETIREMENT | 103.69 |
| 00936794 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936798 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936800 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936801 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936804 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936806 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936813 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00936814 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936815 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936820 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936825 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936829 | RETIREE | MEDICAL AFTER RETIREMENT | 97.67 |
| 00936834 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936836 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936841 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936851 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936856 | RETIREE | MEDICAL AFTER RETIREMENT | 79.02 |
| 00936857 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00936859 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936861 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936862 | RETIREE | MEDICAL AFTER RETIREMENT | 676.92 |
| 00936869 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936872 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936873 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 579 | Post Retirement Medical-Mgmt Fund | | |
| Non Departmental | | | |
| 00387867 | RETIREE | MEDICAL AFTER RETIREMENT | 874.90 |
| 00387870 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00387873 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00387875 | RETIREE | MEDICAL AFTER RETIREMENT | 874.90 |
| 00387876 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00387879 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00387882 | RETIREE | MEDICAL AFTER RETIREMENT | 437.37 |
| 00387883 | RETIREE | MEDICAL AFTER RETIREMENT | 735.38 |
| 00387886 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00936700 | RETIREE | MEDICAL AFTER RETIREMENT | 1,337.52 |
| 00936714 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936719 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936720 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936724 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00936725 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00936727 | RETIREE | MEDICAL AFTER RETIREMENT | 155.70 |

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| 00936729 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936734 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936738 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936739 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936741 | RETIREE | MEDICAL AFTER RETIREMENT | 709.38 |
| 00936744 | RETIREE | MEDICAL AFTER RETIREMENT | 630.56 |
| 00936745 | RETIREE | MEDICAL AFTER RETIREMENT | 155.69 |
| 00936746 | RETIREE | MEDICAL AFTER RETIREMENT | 188.03 |
| 00936749 | RETIREE | MEDICAL AFTER RETIREMENT | 515.08 |
| 00936750 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936752 | RETIREE | MEDICAL AFTER RETIREMENT | 450.38 |
| 00936753 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936757 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00936764 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936765 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936766 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936771 | RETIREE | MEDICAL AFTER RETIREMENT | 357.40 |
| 00936772 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936773 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936774 | RETIREE | MEDICAL AFTER RETIREMENT | 200.43 |
| 00936783 | RETIREE | MEDICAL AFTER RETIREMENT | 346.39 |
| 00936784 | RETIREE | MEDICAL AFTER RETIREMENT | 400.00 |
| 00936785 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936787 | RETIREE | MEDICAL AFTER RETIREMENT | 700.38 |
| 00936788 | RETIREE | MEDICAL AFTER RETIREMENT | 223.62 |
| 00936789 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00936793 | RETIREE | MEDICAL AFTER RETIREMENT | 874.90 |
| 00936796 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936797 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936799 | RETIREE | MEDICAL AFTER RETIREMENT | 1,397.98 |
| 00936802 | RETIREE | MEDICAL AFTER RETIREMENT | 50.71 |
| 00936803 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936805 | RETIREE | MEDICAL AFTER RETIREMENT | 1,151.48 |
| 00936809 | RETIREE | MEDICAL AFTER RETIREMENT | 155.69 |
| 00936810 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00936811 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936812 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936816 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936817 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936822 | RETIREE | MEDICAL AFTER RETIREMENT | 607.47 |
| 00936824 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936827 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936828 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936830 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00936831 | RETIREE | MEDICAL AFTER RETIREMENT | 155.70 |
| 00936832 | RETIREE | MEDICAL AFTER RETIREMENT | 874.40 |
| 00936833 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00936838 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936839 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936840 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936842 | RETIREE | MEDICAL AFTER RETIREMENT | 245.78 |
| 00936843 | RETIREE | MEDICAL AFTER RETIREMENT | 630.56 |

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| 00936844 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936845 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936847 | RETIREE | MEDICAL AFTER RETIREMENT | 450.38 |
| 00936849 | RETIREE | MEDICAL AFTER RETIREMENT | 239.58 |
| 00936850 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936852 | RETIREE | MEDICAL AFTER RETIREMENT | 570.38 |
| 00936855 | RETIREE | MEDICAL AFTER RETIREMENT | 436.90 |
| 00936860 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936863 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936864 | RETIREE | MEDICAL AFTER RETIREMENT | 334.38 |
| 00936865 | RETIREE | MEDICAL AFTER RETIREMENT | 215.69 |
| 00936866 | RETIREE | MEDICAL AFTER RETIREMENT | 1,859.07 |
| 00936867 | RETIREE | MEDICAL AFTER RETIREMENT | 97.69 |
| 00936868 | RETIREE | MEDICAL AFTER RETIREMENT | 1,706.12 |
| 611 | Water Fund | | |
| | Non Departmental | | |
| 00387630 | AMERICAN TEXTILE AND SUPPLY INC | SUPPLIES | 999.11 |
| 00387644 | COLE SUPPLY CO INC | SUPPLIES | 726.51 |
| 00387653 | CRYSTAL CLEAR LOGOS INC | SUPPLIES | 3,011.06 |
| 00387737 | BAY AREA BARRICADE | SUPPLIES | 249.78 |
| 00387747 | COLE SUPPLY CO INC | SUPPLIES | 1,127.39 |
| 00387762 | EAST BAY WORK WEAR | SUPPLIES | 169.29 |
| 00387811 | ROBERTS AND BRUNE CO | SUPPLIES | 225.11 |
| 00936694 | GRAINGER INC | SUPPLIES | 435.53 |
| 00936695 | HAMMONS SUPPLY COMPANY | SUPPLIES | 1,241.43 |
| | Water Supervision | | |
| 00387642 | CENTURY COMMUNITIES INC | BACKFLOW REFUND | 6,996.00 |
| 00387695 | QUINTANILLA, JESSICA | CHECK REPLACEMENT | 131.19 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 152.04 |
| 00387797 | NEXTEL SPRINT | CELL PHONES | 141.63 |
| | Water Production | | |
| 00387631 | ANTIOCH ACE HARDWARE | SUPPLIES | 80.80 |
| 00387637 | BEST BEST AND KRIEGER LLP | LEGAL SERVICES RENDERED | 2,472.08 |
| 00387652 | CONTRA COSTA WATER DISTRICT | CONSULTING SERVICES | 9,161.95 |
| 00387659 | FLW INC | SUPPLIES | 2,429.00 |
| 00387660 | FOSTER, GARY A | EXPENSE REIMBURSEMENT | 105.00 |
| 00387668 | HACH CO | LAB SUPPLIES | 3,785.67 |
| 00387674 | KELLY MOORE PAINT CO | PAINT | 164.84 |
| 00387706 | UNIVAR SOLUTIONS USA INC | CHEMICALS | 13,345.19 |
| 00387707 | US BANK | COPIER SERVICE | 142.81 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 38.01 |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 75.00 |
| 00387724 | ANCHOR CONCRETE CONSTRUCTION INC | PROFESSIONAL SERVICES | 19,400.00 |
| 00387728 | ARAMARK UNIFORM SERVICES | PARTS | 115.42 |
| 00387747 | COLE SUPPLY CO INC | SUPPLIES | 519.32 |
| 00387748 | COLEY, TIMOTHY P | EXPENSE REIMBURSEMENT | 60.00 |
| 00387769 | FINBERG FENCING INC | REPAIR SERVICES | 1,000.00 |
| 00387770 | FISHER SCIENTIFIC COMPANY | LAB SUPPLIES | 111.80 |
| 00387785 | KOFFLER ELECTRICAL MECH | MAINTENANCE SERVICES | 4,180.55 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 63.18 |

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| 00387809 | REINHOLDT ENGINEERING CONSTR | DIESEL SERVICE | 210.00 |
| 00387818 | SECO CONTROLS LLC | PARTS | 2,400.85 |
| 00387826 | SOLVAY FLUORIDES LLC | CHEMICALS | 6,668.53 |
| 00387849 | UNIVAR SOLUTIONS USA INC | CHEMICALS | 5,567.31 |
| 00387857 | WALTER BISHOP CONSULTING | PROFESSIONAL SERVICES | 10,075.00 |
| 00936679 | EUROFINS EATON ANALYTICAL INC | TESTING | 120.00 |
| 00936681 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 619.78 |
| 00936689 | CHEMTRADE CHEMICALS US LLC | CHEMICALS | 9,662.09 |
| 00936694 | GRAINGER INC | PARTS | 381.08 |
| 00936696 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 10,814.19 |
| 00936708 | VINCENT ELECTRIC MOTOR CO | ELECTRIC PARTS | 7,877.36 |
| Water Distribution | | | |
| 00387631 | ANTIOCH ACE HARDWARE | SUPPLIES | 58.27 |
| 00387683 | OFFICE DEPOT INC | OFFICE SUPPLIES | 7.68 |
| 00387685 | OREILLY AUTO PARTS | AUTO PARTS | 17.47 |
| 00387686 | PACIFIC CREDIT SERVICES | COLLECTIONS FEE | 124.85 |
| 00387708 | USA BLUEBOOK | SUPPLIES | 362.70 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 418.11 |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 1,467.59 |
| 00387720 | ALTA FENCE | FENCE INSTALLATION | 279.00 |
| 00387725 | ANTIOCH ACE HARDWARE | SUPPLIES | 127.72 |
| 00387732 | BACKFLOW DISTRIBUTORS INC | PARTS | 3,914.51 |
| 00387739 | BLUE SHIELD LIFE | INSURANCE PREMIUMS | 62.04 |
| 00387742 | C AND J FAVALORA TRUCKING INC | FULTON YARD RECYCLING PROJECT | 2,630.00 |
| 00387753 | CRESO EQUIPMENT RENTALS | EQUIPMENT RENTALS | 3,786.53 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 378.68 |
| 00387811 | ROBERTS AND BRUNE CO | SUPPLIES | 3,741.21 |
| 00387847 | UNITED PARCEL SERVICE | WEEKLY PRINTER SERVICE FEE | 21.50 |
| 00936683 | INFOSEND INC | POSTAGE COSTS | 2,682.15 |
| 00936687 | BADGER METER INC | EQUIPMENT SERVICE | 1,149.96 |
| 00936690 | COMPUTERLAND | COMPUTER SUPPLIES | 10.67 |
| 00936694 | GRAINGER INC | SUPPLIES | 539.58 |
| 00936696 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 169.44 |
| 00936698 | INFOSEND INC | POSTAGE COSTS | 2,303.12 |
| Public Buildings & Facilities | | | |
| 00387639 | BROWN AND CALDWELL INC | PROFESSIONAL SERVICES | 25,929.04 |
| 612 | Water System Improvement Fund | | |
| Water Systems | | | |
| 00387642 | CENTURY COMMUNITIES INC | REFUND WATER CAPACITY | 68,431.32 |
| 621 | Sewer Fund | | |
| Swr-Wastewater Administration | | | |
| 00387683 | OFFICE DEPOT INC | OFFICE SUPPLIES | 7.67 |
| 00387689 | PATRIOT ENVIRONMENTAL SERVICES | DISPOSAL SERVICES | 4,541.48 |
| 00387692 | PONDER ENVIRONMENTAL SERVICES INC | HAULING SERVICES | 2,429.15 |
| 00387693 | PROFESSIONAL ACCOUNT MANAGEMENT | BRIDGE TOLL | 76.00 |
| 00387709 | VERIZON WIRELESS | DATA SERVICES | 304.08 |
| 00387711 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 138.54 |
| 00387713 | ACP INTERNATIONAL | STORM DRAIN BUTTONS | 2,635.82 |
| 00387720 | ALTA FENCE | FENCE INSTALLATION | 279.00 |
| 00387742 | C AND J FAVALORA TRUCKING INC | FULTON YARD RECYCLING PROJECT | 2,630.00 |
| 00387753 | CRESO EQUIPMENT RENTALS | EQUIPMENT RENTALS | 3,786.52 |

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| 00387781 | JACK DOHENY SUPPLIES INC | CAMERA REPAIRS | 1,217.13 |
| 00387792 | MCCAMPBELL ANALYTICAL INC | TESTING | 274.00 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 82.88 |
| 00387811 | ROBERTS AND BRUNE CO | SUPPLIES | 321.52 |
| 00387860 | WESCO RECEIVABLES CORP | SUPPLIES | 554.42 |
| 00936683 | INFOSEND INC | POSTAGE COSTS | 2,682.10 |
| 00936690 | COMPUTERLAND | COMPUTER SUPPLIES | 10.67 |
| 00936696 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES | 169.43 |
| 00936698 | INFOSEND INC | POSTAGE COSTS | 2,303.11 |
| 00936704 | SCOTTO, CHARLES W AND DONNA F | BUILDING LEASE | 5,000.00 |
| 622 | Sewer System Improvement Fund | | |
| | <i>Wastewater Collection</i> | | |
| 00387642 | CENTURY COMMUNITIES INC | SEWER CONNECTION REFUND | 33,017.76 |
| 631 | Marina Fund | | |
| | <i>Marina Administration</i> | | |
| 00387767 | FASTENAL CO | SUPPLIES | 482.78 |
| 00387797 | NEXTEL SPRINT | CELL PHONE | 47.21 |
| 721 | Employee Benefits Fund | | |
| | <i>Non Departmental</i> | | |
| 00936709 | NATIONWIDE RETIREMENT SOLUTION | EMPLOYEE HEALTH SAVINGS | 1,092,370.50 |
| 755 | Fire Protection Fund | | |
| | <i>Non Departmental</i> | | |
| 00387642 | CENTURY COMMUNITIES INC | REFUND FIRE PROTECTION | 7,092.00 |

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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLs*
SUBJECT: REJECTION OF CLAIMS: JONATHAN BENNETT AND JAYSON ROBINSON

RECOMMENDED ACTION

It is recommended that the City Council reject the claims submitted by Jonathan Bennett and Jayson Robinson.

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

ATTACHMENTS

None.

CITY OF
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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Operations Supervisor

APPROVED BY: Mike Bechtholdt, Interim Deputy Public Works Director *MB*

SUBJECT: District 1A Park Asphalt Overlay Bid Award

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute an agreement with American Asphalt Repair to provide asphalt overlay services for the period of May 13, 2020 through June 30, 2020 for an amount not to exceed \$69,051.69.

FISCAL IMPACT

Funding for this expenditure is included in the adopted fiscal year 2019-21 budget in the General Fund and Gas Tax.

DISCUSSION

This contract provides the service and material required to place an asphalt overlay to the District 1A pathways and trails and is necessary to preserve the existing infrastructure and maintain the safety and functionality of the walkways for community use. The Department of Public Works published the District 1A Park Asphalt Overlay request for bids on March 10, 2020; the bid closed on April 7, 2020. Bids were solicited and American Asphalt Repair was the lowest, responsible bidder.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2020/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AWARD OF DISTRICT 1A ASPHALT OVERLAY SERVICES
CONTRACT TO AMERICAN ASPHALT REPAIR**

WHEREAS, the City required materials and service to place an asphalt overlay on District 1A pathways and trails in order to preserve the existing infrastructure and maintain the safety and functionality of the walkways for community use;

WHEREAS, on March 10, 2020, the City of Antioch published a formal bid request for responses for District 1A asphalt overlay services;

WHEREAS, on April 7, 2020, the City opened and tabulated bids receiving a total of 4 responsive and responsible bids;

WHEREAS, American Asphalt Repair submitted the lowest responsive and responsible bid with pricing details explained in the bid tabulation; and

WHEREAS, \$69,051.60 has been budgeted each year for scheduled and emergency repairs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an agreement with American Asphalt Repair to perform asphalt overlay in District 1A in the amount not to exceed \$69,051.60 and authorizes the City Manager to execute the agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of May 2020, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**



ASPHALT OVERLAY PARK DISTRICT 1A PATHWAY AND TRAILS
BID NO. 988-0324-20A
BID CLOSED: APRIL 7, 2020
BID TABULATION

American Asphalt Repair: Contract Grand Total \$69,051.60

| | | |
|--------|------------------------|-----------------------|
| 38,362 | \$1.80 | \$69,051.60 |
| SQ FT | Unit Price \$/SQ FT | Extended Lump Cost |

| Pacific Coast General Engineering, Inc | | |
|---|------------------------|-----------------------|
| 44,200 | \$2.03 | \$89,726.00 |
| SQ FT | Unit Price \$/SQ FT | Extended Lump Cost |

| MCK Services, Inc | | |
|--------------------------|------------------------|-----------------------|
| 38,362 | \$2.60 | \$99,741.20 |
| SQ FT | Unit Price \$/SQ FT | Extended Lump Cost |

| G&S Paving, Inc | | |
|----------------------------|------------------------|-----------------------|
| 38,362 | \$2.65 | \$101,659.30 |
| SQ FT | Unit Price \$/SQ FT | Extended Lump Cost |

No Bid:

- AJW CONSTRUCTION
- APCO PAVING CO
- CALIFORNIA PAVEMENT MAINTENANCE
- GRADETECH, INC
- GRANITE CONSTRUCTINO, INC
- MCE CORPORATION
- O.C. JONES & SONS
- REDGWICK CONSTRUCTION
- TEICHERT CONSTRUCTION

Contractor was responsible for measuring the job site. The City provided the 38,362 measurement, but informed vendors they would have to measure themselves to verify accurate square footage.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst II *PH*

APPROVED BY: Balwinder Grewal, Interim Public Works Director/City Engineer *BG*

SUBJECT: Resolution Approving Consolidated Engineer's Report and Declaring Intention to Levy and Collect Assessments for the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree, and East Lone Tree Landscape Maintenance Districts, and Setting Public Hearing (PW 500)

RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution approving the Consolidated Engineer's Report and setting June 9, 2020 as the date for the Public Hearing.

FISCAL IMPACT

Street Light and Landscape Maintenance District (SLLMD) assessment revenues for FY 2020-21 are estimated at approximately \$2,133,444 and maintenance costs are estimated at approximately \$5,509,299. After applying available SLLMD balances, \$2,737,586 will be needed from the General Fund to cover remaining costs, which is already incorporated into the proposed General Fund budget for FY2020-21.

DISCUSSION

In Fiscal Year (FY) 2001-02 a Citywide Proposition 218 ballot to create one citywide Street Light and Landscape Maintenance District (SLLMD), subdivided into four benefit zones, failed by a 70% margin. Following that failed election, the City Council approved the Engineer's Report for the "existing" or "base assessment" Assessment District. That report, as does this year's, assesses only properties that are subject to assessments that were previously imposed by petition of the developer of the parcel.

The 1972 Street Light and Landscape Maintenance District Act requires a Registered Civil Engineer prepare an Engineer's Report annually prior to rate setting by the City Council.

The attached Engineer's Report presents maintenance cost estimates based on FY 2020-21 budgets and approximately \$2,133,444 in collected assessments. None of the assessments exceed their respective maximum base rate. Based on previous City

Council direction, assessments have been allocated first to cover costs of administration, then to local landscaping, and finally arterials and medians. Any shortfalls are shown as a contribution by the General Fund.

The recommended action of the City Council tonight is to approve the receipt of the Engineer's Report and to set a Public Hearing to consider it fully on June 9, 2020. At that time, staff will recommend that Council confirm the levy of assessments and staff will then certify them to the County.

ATTACHMENTS

- A. Resolution
- B. Engineer's Report
- C. Street Light and Landscape Maintenance District Boundary Map

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE CONSOLIDATED ENGINEER'S REPORT AND DECLARING THE INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (PW 500)

WHEREAS, the City Council has ordered the formation of the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree Way, and East Lone Tree Landscape Maintenance Districts;

WHEREAS, Streets & Highway Code §22620 et seq. and Proposition 218 provide the procedures for the levy of annual assessments and the formation of such assessment districts;

WHEREAS, the engineer of work has filed a report with the City Clerk, setting out the matters required by state law; and

WHEREAS; the City Council hereby approves the Consolidated Engineer's Report as submitted.

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

The City Council hereby approves the Consolidated Engineer's Report as submitted and declares its intention to levy and collect assessments within the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree, and East Lone Tree Landscape Maintenance Districts for the fiscal year 2020-2021.

1. The improvements in each District include maintenance of public landscaping, including but not limited to roadside and medians on collector streets, cul-de-sacs, landscaped trails and open space. No substantial changes are proposed to be made regarding the existing improvements, except the maintenance of new facilities that have been constructed since the last Engineer's Report.
2. The Hillcrest Landscape Maintenance District generally encompass the subdivisions abutting or in the area of Hillcrest Avenue. The Downtown District generally encompasses the commercial downtown area of the City. The Almondridge District generally encompasses the Almondridge subdivision. The Lone Tree District generally encompasses the subdivisions in the area south of Lone Tree Way. The East Lone Tree District generally encompasses the subdivisions in the area east of Vista Grande Drive and west of Empire Avenue. The Citywide District encompasses the remainder of the City, which is not included in one of the above-mentioned districts.

ATTACHMENT "A"

3. Reference is made to the Consolidated Engineer's Report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment districts, and any zones therein, and the proposed assessments upon assessable lots and parcels within those districts.
4. Notice is hereby given that the City Council will conduct a public hearing on the matter of the levy and collection of assessments as described herein on June 9, 2020. The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, is making Antioch City Council meetings available via Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov).
5. Public testimony will be allowed at this public hearing regarding the proposed levy and collection of assessments as described herein, you may do so any of the following ways: (1) by filling out an online speaker card, located at <https://www.antiochca.gov/government/city-council-meetings/live/>, (2) by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us or (3) by dialing (925) 776-3057 during the meeting.
6. The City of Antioch is proposed to be assessed for its proportional street frontage in Downtown District 4, Zone 1.
7. Separate written statements in favor or in opposition may be filed with the City Clerk, City Hall, 200 "H" Street, P.O. Box 5007, Antioch, California, 94531-5007 at any time prior to the conclusion of the public hearing on June 9, 2020. Written protests may also be filed via email to: cityclerk@ci.antioch.ca.us. Protests must state all grounds of objection. A protest filed by a property owner must contain the address of the affected property. The City Council will also receive oral testimony and objections. If you wish to provide testimony, you may do so any of the following ways: (1) by filling out an online speaker card, located at <https://www.antiochca.gov/government/city-council-meetings/live/>, (2) by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us; or (3) by dialing (925) 776-3057 during the meeting.
8. The City Clerk is hereby directed to publish a public hearing notice in the Contra Costa Times, as required by law.
9. None of the proposed assessments are proposed to be increased over the amounts authorized by the ballot measure.

If any person challenges the decision of the City in this matter in court, he or she may be limited to raising only those issues that were raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the public hearing.

ATTACHMENT "A"

A copy of the Engineer's Report is available online at <https://www.antiochca.gov/fc/public-works/engineering/Engineering-Report.pdf>. Written statements in favor of, or in opposition to this matter, may be filed with the City Clerk, City Hall, 200 "H" Street (P.O. Box 5007), Antioch CA 94531-5007, or via email to cityclerk@ci.antioch.ca.us at any time prior to the hearing and to be heard thereon.

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 by phone at 925-779-6950, 0 and email at publicworks@ci.antioch.ca.us.

ATTACHMENT "A"

* * * * *

I **HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof; held on the 12th day of May, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"



**CITY OF ANTIOCH
CONTRA COSTA COUNTY, CALIFORNIA**

**CONSOLIDATED ENGINEER'S REPORT
FOR THE
CITY OF ANTIOCH
STREET LIGHT AND LANDSCAPE MAINTENANCE
DISTRICT NUMBERS 1, 2A, 4, 5, 9, AND 10
AND THE
LEVY OF THE ANNUAL ASSESSMENT
FOR THE 2020/21 FISCAL YEAR**

City of Antioch

May 12, 2020

Prepared by
City of Antioch

Director of Public Works/City Engineer
Bailey Grewal, P.E.

Philip Hoffmeister, Administrative Analyst II

STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT
NUMBERS 1, 2A, 4, 5, 9, AND 10
(Pursuant to the Landscaping and Lighting Act of 1972 and Proposition 218)

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City Council.

Dated _____

By _____
Balwinder Grewal, P.E.
License Expires 9/30/20

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2020.

Arne Simonsen, CMC, City Clerk
City of Antioch
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Antioch, California on the ____ day of _____, 2020.

Arne Simonsen, CMC, City Clerk
City of Antioch
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Contra Costa, California on the ____ day of _____, 2020.

Arne Simonsen, CMC, City Clerk
City of Antioch
Contra Costa County, California

By _____

Date _____

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I. INTRODUCTION

A. Preamble

In March 2001, Council considered a "reorganized" Street Light and Landscape Maintenance District (SLLMD) that would have created a single citywide District, subdivided into multiple benefit zones. In accordance with Proposition 218, ballots were sent to property owners for their approval/disapproval of that reorganized district. The result of that election was a majority "No" vote defeating the proposal. At its meeting on June 26, 2001, Council voted to approve the "Existing Light and Landscape Maintenance District", and that assessments could be levied only up to the "base assessments" for each parcel as recorded in Fiscal Year (FY) 2000-2001, (Resolution 2001/63). Since June 2001, new districts and zones have been formed that established a base rate plus an inflationary adjustment equal to the San Francisco Consumer Price Index (CPI) increase for the preceding twelve-month period.

As indicated in previous Engineer's Reports, most districts and zones did not collect sufficient assessments to finance estimated maintenance costs. Shortfalls were covered by contributions by the City General Fund. In FY 2003-04 Staff presented Council options for increasing assessments to their maximum base rates to reduce those shortfalls. In June 2003, Council decided to increase assessments to their respective maximum base assessments over a 3-year period. The final increment was approved by Council for FY 2005-06; however, some shortfalls remain. Those shortfalls continue to be shown as paid by a contribution from the General Fund.

This Annual Consolidated Street Light and Landscape Maintenance Districts Engineer's Report continues with Council direction and presents maintenance costs for the existing lighting and landscaping districts and zones and assessments.

B. Enabling Legislation

Prior to November 1996, the City of Antioch Street Light and Landscape Maintenance Districts were governed only by the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500, and following), which allows a municipality or other local public agency to establish a special assessment district to raise funds for installing, maintaining and servicing public lighting, landscaping, park and recreational facilities. The revenue to pay for these improvements came from special assessments levied on the land benefiting from the improvements. The local legislative body set the assessment each year after receiving an Engineer's Report and holding a public hearing. The assessments were collected as a separately stated item on the county tax bill.

During that period, the City Council took five basic steps to levy the assessment:

- Adopt a Resolution Directing Filing of Annual Engineer's Report
- Preliminarily Approve the Engineer's Report
- Adopt a Resolution of Intention to Order Improvements
- Conduct a Public Hearing
- Adopt a Resolution Confirming the Diagram and Assessment and Levying the Annual Assessment

A certified copy of the Engineer's Report and a computer data tape containing the assessment roll were then submitted to the Contra Costa County Auditor for collection of the approved assessments.

With the passage of Proposition 218 in November of 1996, additional actions were required to impose new, or increase existing, assessments. Proposition 218 also exempted "Any assessment imposed pursuant to a petition signed by persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed." For the City of Antioch, the City Attorney has determined that the base amount of assessment that was in effect at the time a new development petitioned for annexation into the district is excluded from the provisions of Proposition 218.

C. Consolidated Engineer's Report

This Consolidated Engineer's Report recommends an assessment for parcels within each of the six Districts in the City of Antioch that are subject to an assessment, up to the base amount. The recommended assessments are based on estimates of the benefits to be received by each assessable parcel for District landscaping and recreational improvements. The benefit estimates are used to apportion costs to each assessable parcel, up to the maximum amount each parcel may be assessed without exceeding the base amount.

The 1972 Act does not specify a method or formula for apportioning costs. The assessment may be apportioned by any formula or method that fairly distributes the costs among all assessable lots or parcels.

This report summarizes the proposed assessment methods and the resulting assessments recommended. The report includes the following:

- Assessment Diagram
- Description of Improvements
- Estimate of Operation and Maintenance Costs for FY 2019/2020
- Description of Assessment Methodology
- Summary of Recommended Assessments
- Assessment Roll

II. ASSESSMENT DIAGRAM

A. Assessment Districts

This Consolidated Engineer's Report covers each of the six Street Lighting and Landscape Maintenance Districts within the City of Antioch. Collectively, these six Districts encompass the entire area of the City that benefits from the improvements to be maintained. The Number and common name of each District is listed below:

**TABLE 1
DISTRICT NUMBERS AND COMMON NAMES**

| District Number | Common Name |
|-----------------|----------------------|
| 1 | Hillcrest Avenue |
| 2A | Antioch or City-wide |
| 4 | Downtown |
| 5 | Almondridge |
| 9 | Lone Tree Way |
| 10 | East Lone Tree Way |

District boundaries are depicted on the Assessment Diagram on file with the City of Antioch. The Assessment Diagram shows District boundaries, benefit zone boundaries, and City streets. For a description of lines and dimensions of each lot or parcel within the District, the reader is referred to the Assessor's parcel maps on file at the County Assessor's office. The Assessor's parcel maps are incorporated by reference into the Assessment Diagram. The Assessor's parcel number is adopted as the distinctive designation of each lot or parcel.

B. Zone Boundaries

The Districts are subdivided into one or more benefit zones. These benefit zones indicate areas within which parcels of similar use receive approximately equivalent benefits from District improvements. The dividing lines between benefit zones coincide with major arterial streets or other major facilities (i.e. canal, freeway). Refer to the Assessment Diagram for a description of the zone boundaries.

III. DESCRIPTION OF IMPROVEMENTS

This Section describes the public improvements to be installed, operated, serviced and maintained by the District.

District improvements are generally described as operating, servicing, maintaining, repairing and replacing the following: public landscaping, including improvements for standard City of Antioch cul-de-sacs; public medians, rights-of-way and park sites; weed abatement for publicly owned open space parcels.

PARKS: The cost of contract maintenance and/or City work for maintenance of the neighborhood and community parks listed in Table 2. Park improvements to be maintained include, but are not limited to, tot lots, picnic facilities, landscaping and lighting, and the cost of utilities serving the park.

LOCAL LANDSCAPING: Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's trails, cul-de-sac bulbs, and local and collector streets. It also includes both contract and City work associated with weed abatement and the maintenance of firebreaks. Localized landscaping

improvements including planters, trees in the public right-of-way, sound walls and entry signs are also maintained under this class of improvement.

MAJOR MEDIAN AND ROADSIDE LANDSCAPING: Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's arterial roadway system. Roadways included in this system are A Street, Buchanan Road, Contra Loma Boulevard, Dallas Ranch Road, Davison Drive, Deer Valley Road, Delta Fair Boulevard, East Eighteenth Street, Hillcrest Avenue, James Donlon Boulevard, L Street, Laurel Avenue, Lone Tree Way, Prewett Ranch Road, Somersville Road, West Fourth Street, West Tenth Street, and Wilbur Avenue.

PROGRAM ADMINISTRATION: Includes the costs of acquiring and maintaining equipment necessary to operate the program and conduct maintenance activities and the work of management staff that provide program oversight, scheduling, budgeting and coordination for special work groups.

**TABLE 2
NEIGHBORHOOD AND COMMUNITY PARKS**

| District Number | Common Name |
|------------------------|--------------------------|
| 1-1 | Hillcrest Park |
| | Nelson Ranch Park |
| 1-2 | Country Manor Park |
| | Deerfield Park |
| | Knoll Park |
| | Prewett Community Park |
| 1-4 | Meadow Creek Park |
| 2A-1 | Contra Loma Estates Park |
| | Fairview Park |
| | Prosserville Park |
| 2A-2 | City Park |
| 2A-3 | Jacobsen Park |
| | Meadowbrook Park |
| 2A-4 | Harbour Park |
| | Mountaire Park |
| 2A-5 | Chichibu Park |
| 2A-6 | Canal Park |
| | Gentrytown Park |
| | Mira Vista Park |
| | Village East Park |
| 2A-7 | Marchetti Park |
| 2A-8 | Antioch Community Park |
| | Mira Vista Hills Park |
| 2A-9 | Eagleridge Park |

| | |
|-------|-----------------------|
| 2A-10 | Markley Creek Park |
| 4-1 | -- |
| 5-1 | Almondridge Park |
| 9-1 | Williamson Ranch Park |
| | Chaparral Park |
| 9-2 | Diablo West Park |
| 9-3 | Hansen Park |
| | Dallas Ranch Park |
| 9-4 | Heidorn Park |
| 10 | -- |

IV. COST ESTIMATES

Cost estimates for operating, maintaining, servicing, installing, repairing, replacing and upgrading lighting, landscaping, parks and recreational improvements are provided by the City of Antioch. Tables 3 through 22 present cost estimates for each benefit area.

Table 3
COST ESTIMATE -- 2020/2021
District 1, Zone 1 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4541)

| | | Base Rate Benefit Units 1,681 | |
|---------------------------------------|------------------|----------------------------------|------------------------|
| MAINTENANCE AND SERVICES: | Total Cost | District Need | Assessments Applied |
| Parks | \$194,203 | \$194,203 | \$0 |
| Arterial Medians and Roadside | \$51,024 | \$51,024 | \$0 |
| Local Landscaping, Trails, Open Space | \$287,020 | \$93,575 | \$193,445 |
| Administration | \$81,618 | \$0 | \$81,618 |
| SUBTOTAL: | \$613,865 | \$338,802 | \$275,063 |

| | | | | |
|-----|---------------------|-------|------------|-----------|
| 535 | Parcels Assessed at | \$216 | per unit = | \$115,560 |
| 413 | Parcels Assessed at | \$190 | per unit = | \$78,470 |
| 283 | Parcels Assessed at | \$165 | per unit = | \$46,695 |
| 207 | Parcels Assessed at | \$94 | per unit = | \$19,458 |
| 131 | Parcels Assessed at | \$64 | per unit = | \$8,384 |
| 112 | Parcels Assessed at | \$58 | per unit = | \$6,496 |

| | |
|--|------------------|
| TOTAL ASSESSED: | \$275,063 |
| Ending FY19/20 Fund Balance (Estimated): | \$120,072 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | \$218,730 |

District/Zone Benefits:

Parks: Hillcrest, Nelson Ranch

Arterial Landscaping: Hillcrest Avenue

Roadway Landscaping: Larkspur Drive, Wild Horse Road and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 3A
District 1, Zone 1
Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|---------------------|-------|---------------|----------|-----------------|--------------------|
| 1-1 | California Terrace | 7222 | 123 | 165 | 165 | 165 |
| 1-1 | Hillcrest Subd Un 1 | 5653 | 221 | 190 | 190 | 190 |
| 1-1 | Hillcrest Subd Un 2 | 6067 | 83 | 190 | 190 | 190 |
| 1-1 | Hillcrest Subd Un 3 | 6068 | 61 | 190 | 190 | 190 |
| 1-1 | Nelson Ranch I | 6893 | 102 | 216 | 216 | 216 |
| 1-1 | Nelson Ranch II | 8850 | 128 | 216 | 216 | 216 |
| 1-1 | Nelson Ranch III | 8851 | 138 | 216 | 216 | 216 |
| 1-1 | Northwood Downs 1 | 6429 | 81 | 58 | 58 | 58 |
| 1-1 | Northwood Downs 2 | 6564 | 31 | 58 | 58 | 58 |
| 1-1 | Northwood Downs 3 | 6565 | 76 | 64 | 64 | 64 |
| 1-1 | Ridgeview Un 1 | 6262 | 48 | 190 | 190 | 190 |
| 1-1 | Ridgeview Un 2 | 6264 | 55 | 64 | 64 | 64 |
| 1-1 | Viera Ranch 1-1 | 6855 | 172 | 94 | 94 | 94 |
| 1-1 | Viera Ranch 1-2 | 7180 | 116 | 165 | 165 | 165 |
| 1-1 | Viera Ranch 1-3 | 7181 | 69 | 216 | 216 | 216 |
| 1-1 | Viera Ranch 2-1 | 6925 | 44 | 165 | 165 | 165 |
| 1-1 | Viera Ranch 2-2 | 7219 | 49 | 216 | 216 | 216 |
| 1-1 | Viera Ranch 2-3 | 7220 | 49 | 216 | 216 | 216 |
| 1-1 | Viera Ranch 3 | 6943 | 35 | 94 | 94 | 94 |
| Total: | | | 1,681 | | | 275,063 |

Note: Values in the "FY 20-21 Assessment" column are for the forthcoming Fiscal Year. Assessments for the previous year (FY 19-20) are included for comparison.

Table 4
COST ESTIMATE -- 2020/2021
District 1, Zone 2 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4542)

| | Base Rate Benefit Units 3,237 | | |
|---------------------------------------|----------------------------------|------------------|---------------------|
| | Total Cost | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$274,785 | \$274,785 | \$0 |
| Arterial Medians and Roadside | \$164,509 | \$122,331 | \$42,178 |
| Local Landscaping, Trails, Open Space | \$265,653 | \$0 | \$265,653 |
| Administration | \$55,395 | \$0 | \$55,395 |
| SUBTOTAL: | \$760,342 | \$397,116 | \$363,226 |

| | | | | |
|------|---------------------|----------|------------|-----------|
| 882 | Parcels Assessed at | \$216.00 | per unit = | \$190,512 |
| 88 | Parcels Assessed at | \$158.00 | per unit = | \$13,904 |
| 1290 | Parcels Assessed at | \$82.00 | per unit = | \$105,780 |
| 53 | Parcels Assessed at | \$76.00 | per unit = | \$4,028 |
| 184 | Parcels Assessed at | \$69.00 | per unit = | \$12,696 |
| 52 | Parcels Assessed at | \$56.00 | per unit = | \$2,912 |
| 64 | Parcels Assessed at | \$151.20 | per unit = | \$9,676 |
| 458 | Parcels Assessed at | \$42.00 | per unit = | \$19,236 |
| 166 | Parcels Assessed at | \$27.00 | per unit = | \$4,482 |

| | |
|--|------------------|
| TOTAL ASSESSED: | \$363,226 |
| Ending FY19/20 Fund Balance (Estimated): | \$115,783 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | \$281,333 |

District/Zone Benefits:

Parks: Country Manor, Deerfield Mini, Knoll, Prewett Water Park
 Arterial Landscaping: Hillcrest Avenue, Lone Tree Way and Deer Valley Road
 Roadway Landscaping: Via Dora, Country Hills, Asilomar Drive and cul-de-sac bulbs
 Miscellaneous: open space and trails

Table 4A
District 1, Zone 2
Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY19-20 Assmnt | FY20-21 Assessment |
|-----------|----------------------|-------|---------------|----------|----------------|--------------------|
| 1-2 | Bear Ridge Un 1 | 7145 | 93 | 216 | 216 | 216 |
| 1-2 | Bear Ridge Un 2 | 7251 | 79 | 216 | 216 | 216 |
| 1-2 | Country Hills | 6800 | 243 | 82 | 82 | 82 |
| 1-2 | Country Manor Un 1 | 5891 | 69 | 69 | 69 | 69 |
| 1-2 | Country Manor Condos | 6657 | 233 | 82 | 82 | 82 |
| 1-2 | Country Manor Un 2 | 6178 | 54 | 69 | 69 | 69 |
| 1-2 | Country Manor Un 3 | 6179 | 61 | 69 | 69 | 69 |
| 1-2 | Country Manor Un 4 | 6180 | 71 | 82 | 82 | 82 |
| 1-2 | Country Manor Un 5 | 6181 | 18 | 82 | 82 | 82 |
| 1-2 | Country Manor Un 6 | 6256 | 19 | 82 | 82 | 82 |
| 1-2 | Country Manor Un 7R | 6653 | 101 | 82 | 82 | 82 |
| 1-2 | Deer Park Un 1 | 6899 | 204 | 42 | 42 | 42 |
| 1-2 | Deer Park Un 4 | 7569 | 38 | 216 | 216 | 216 |
| 1-2 | Deer Park Un 5 | 7847 | 38 | 216 | 216 | 216 |
| 1-2 | Deer Park Un 6 | 7848 | 34 | 216 | 216 | 216 |
| 1-2 | Deer Park Un 7 | 7281 | 35 | 216 | 216 | 216 |
| 1-2 | Deerfield Un 1 | 6732 | 113 | 27 | 27 | 27 |
| 1-2 | Deerfield Un 2 | 6733 | 53 | 27 | 27 | 27 |
| 1-2 | Deerfield Un 3 | 6818 | 138 | 82 | 82 | 82 |
| 1-2 | Deerfield Un 4 | 6817 | 150 | 82 | 82 | 82 |
| 1-2 | Deerfield Un 5 | 6908 | 32 | 42 | 42 | 42 |
| 1-2 | Deerfield Un 6 | 7283 | 53 | 76 | 76 | 76 |
| 1-2 | Deerfield Un 7 | 7281 | 67 | 216 | 216 | 216 |
| 1-2 | Deerfield Un 8 | 7286 | 60 | 216 | 216 | 216 |
| 1-2 | Deerfield Un 9 | 7284 | 47 | 158 | 158 | 158 |
| 1-2 | Deerfield Un 10 | 7285 | 52 | 56 | 56 | 56 |
| 1-2 | Deerfield Un 11 | 7282 | 71 | 216 | 216 | 216 |
| 1-2 | Hillcrest View Apts | - | 64 | 151.20 | 151 | 151 |
| 1-2 | Ho Property Un 1 | 7973 | 41 | 158 | 158 | 158 |
| 1-2 | Ho Property Un 2 | 7974 | 65 | 216 | 216 | 216 |
| 1-2 | Ho Property Un 8 | 8230 | 79 | 216 | 216 | 216 |
| 1-2 | Ho Property Un 9 | 8231 | 80 | 216 | 216 | 216 |
| 1-2 | Ho Property Un 10 | 8232 | 54 | 216 | 216 | 216 |
| 1-2 | Parkside Un 1 | 6975 | 158 | 82 | 82 | 82 |
| 1-2 | Parkside Un 2 | 7104 | 101 | 42 | 42 | 42 |
| 1-2 | Shelbourne Un 1 | 7019 | 121 | 42 | 42 | 42 |
| 1-2 | Shelbourne Un 2 | 7218 | 89 | 216 | 216 | 216 |
| 1-2 | Sterling Gate Un 1 | 6616 | 76 | 82 | 82 | 82 |
| 1-2 | Sterling Gate Un 2 | 6928 | 83 | 82 | 82 | 82 |

Total: 3237 363,226.80

Table 5
COST ESTIMATE -- 2020/2021
District 1, Zone 4 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4544)

| | Total Cost | Base Rate Benefit Units 1,607 | |
|---------------------------------------|------------------|----------------------------------|---------------------|
| | | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$35,295 | \$35,295 | \$0 |
| Arterial Medians and Roadside | \$55,706 | \$55,706 | \$0 |
| Local Landscaping, Trails, Open Space | \$200,449 | \$80,185 | \$120,264 |
| Administration | \$65,557 | \$0 | \$65,557 |
| SUBTOTAL: | \$357,007 | \$171,186 | \$185,821 |

| | | | | |
|-----|---------------------|----------|------------|----------|
| 350 | Parcels Assessed at | \$193.00 | per unit = | \$67,550 |
| 119 | Parcels Assessed at | \$167.00 | per unit = | \$19,873 |
| 344 | Parcels Assessed at | \$216.00 | per unit = | \$74,304 |
| 117 | Parcels Assessed at | \$44.00 | per unit = | \$5,148 |
| 225 | Parcels Assessed at | \$38.00 | per unit = | \$8,550 |
| 452 | Parcels Assessed at | \$23.00 | per unit = | \$10,396 |

| | |
|--|------------------|
| TOTAL ASSESSED: | \$185,821 |
| Ending FY19/20 Fund Balance (Estimated): | \$37,300 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | \$133,886 |

District/Zone Benefits:

Parks: Meadow Creek Estates

Arterial Landscaping: Hillcrest Avenue and Lone Tree Way

Roadway Landscaping: Laurel Road, Country Hills Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 5A
District 1, Zone 4
Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|-------------------|-------|------------------|----------|--------------------|-----------------------|
| 1-4 | Canada Hills Un 1 | 6898 | 147 | 23 | 23 | 23 |
| 1-4 | Canada Hills Un 2 | 7130 | 99 | 23 | 23 | 23 |
| 1-4 | Canada Hills Un 3 | 7341 | 111 | 38 | 38 | 38 |
| 1-4 | Canada Hills Un 4 | 7458 | 47 | 193 | 193 | 193 |
| 1-4 | Canada Hills Un 5 | 7761 | 40 | 193 | 193 | 193 |
| 1-4 | Canada Hills Un 6 | 7460 | 81 | 193 | 193 | 193 |
| 1-4 | Canada Hills Un 7 | 7459 | 122 | 193 | 193 | 193 |
| 1-4 | Hidden Glen Un1 | 6909 | 89 | 23 | 23 | 23 |
| 1-4 | Hidden Glen Un 2 | 7505 | 81 | 216 | 216 | 216 |
| 1-4 | Hidden Glen Un 3 | 8387 | 75 | 216 | 216 | 216 |
| 1-4 | Hidden Glen Un 4 | 8388 | 126 | 216 | 216 | 216 |
| 1-4 | Meadow Crk Est. 1 | 6930 | 117 | 23 | 23 | 23 |
| 1-4 | Meadow Crk Est. 2 | 7123 | 114 | 38 | 38 | 38 |
| 1-4 | Meadow Crk Est. 3 | 7124 | 117 | 44 | 44 | 44 |
| 1-4 | Meadow Crk Est. 4 | 7125 | 119 | 167 | 167 | 167 |
| 1-4 | Meadow Crk Est. 5 | 7867 | 60 | 193 | 193 | 193 |
| 1-4 | Viera Ranch 2-2 | 7219 | 18 | 216 | 216 | 216 |
| 1-4 | Viera Ranch 2-3 | 7220 | 44 | 216 | 216 | 216 |

Total: 1,607 185,821

Table 6
COST ESTIMATE -- 2020/2021
District 2A, Zone 1 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4561)

| | | Base Rate Benefit Units | |
|---|------------|-------------------------|---------------------|
| | | 0 | |
| MAINTENANCE AND SERVICES: | Total Cost | District Need | Assessments Applied |
| Parks | \$67,800 | \$67,800 | \$0 |
| Arterial Medians and Roadside | \$55,082 | \$55,082 | \$0 |
| Local Landscaping, Trails, Open Space | \$0 | \$0 | \$0 |
| Administration | \$0 | \$0 | \$0 |
| SUBTOTAL: | \$122,882 | \$122,882 | \$0 |
| TOTAL ASSESSED: | | | \$0 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$0 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$122,882 |

District/Zone Benefits:

Parks: Contra Loma, Fairview, Prosserville

Arterial Somersville Road, L Street, Fourth Street, West Tenth Street

Roadway Landscaping: Sycamore Drive, G Street and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 7
COST ESTIMATE -- 2020/2021
District 2A, Zone 2 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4562)

| | | Base Rate Benefit Units | |
|---|------------|-------------------------|----------|
| | | 0 | |
| MAINTENANCE AND SERVICES: | Total Cost | District Need | Assessed |
| Parks | \$35,635 | \$35,635 | \$0 |
| Arterial Medians and Roadside | \$11,459 | \$11,459 | \$0 |
| Local Landscaping, Trails, Open Space | \$0 | \$0 | \$0 |
| Administration | \$0 | \$0 | \$0 |
| SUBTOTAL: | \$47,094 | \$47,094 | \$0 |
| TOTAL ASSESSED: | | | \$0 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$0 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$47,094 |

District/Zone Benefits:

Parks: City Park

Arterial: A Street

Roadway Landscaping: Merrill Drive, G Street and Cavallo Road roadside and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 8
COST ESTIMATE -- 2020/2021
District 2A, Zone 3 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4563)

| | Base Rate Benefit Units 230 | | |
|---------------------------------------|--------------------------------|------------------|------------------------|
| | Total Cost | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$29,904 | \$29,904 | \$0 |
| Arterial Medians and Roadside | \$29,964 | \$29,964 | \$0 |
| Local Landscaping, Trails, Open Space | \$32,928 | \$28,921 | \$4,007 |
| Administration | \$10,489 | \$0 | \$10,489 |
| SUBTOTAL: | \$103,285 | \$88,789 | \$14,496 |

| | | | | |
|-----|---------------------|---------|------------|----------|
| 188 | Parcels Assessed at | \$66.00 | per unit = | \$12,408 |
| 36 | Parcels Assessed at | \$22 | per unit = | \$792 |
| 6 | Parcels Assessed at | \$216 | per unit = | \$1,296 |

| | |
|--|-----------------|
| TOTAL ASSESSED: | \$14,496 |
| Ending FY19/20 Fund Balance (Estimated): | \$18,673 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | \$70,116 |

District/Zone Benefits:

- Parks: Jacobsen, Meadowbrook
- Arterial: East 18th Street and Wilbur Avenue
- Roadway Landscaping: Cavallo Road and cul-de-sac bulbs
- Miscellaneous: open space and trails

Table 8A
 District 2A, Zone 3
 Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY 20-21 Assessment |
|-----------|-----------------|-------|------------------|----------|--------------------|------------------------|
| 2A-3 | Lakeshore Apt. | 6770 | 188 | 66 | 66 | 66 |
| 2A-3 | Terrace Gardens | 5582 | 36 | 22 | 22 | 22 |
| 2A-3 | Bermuda Way | 8848 | 6 | 216 | 216 | 216 |
| Total: | | | 230 | | | 14,496 |

Table 9
COST ESTIMATE -- 2020/2021
District 2A, Zone 4 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4564)

| | | Base Rate Benefit Units 337 | | | | | | | | | | |
|--|---------------------|--------------------------------|---------------------|---------------------|------|------------|----------|-----|---------------------|------|------------|---------|
| | Total Cost | District Need | Assessments Applied | | | | | | | | | |
| MAINTENANCE AND SERVICES: | | | | | | | | | | | | |
| Parks | \$91,761 | \$91,761 | \$0 | | | | | | | | | |
| Arterial Medians and Roadside | \$73,157 | \$73,157 | \$0 | | | | | | | | | |
| Local Landscaping, Trails, Open Space | \$99,164 | \$89,526 | \$9,638 | | | | | | | | | |
| Administration | \$3,278 | \$0 | \$3,278 | | | | | | | | | |
| SUBTOTAL: | \$267,360 | \$254,444 | \$12,916 | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">171</td> <td style="width: 40%;">Parcels Assessed at</td> <td style="width: 10%; text-align: center;">\$60</td> <td style="width: 20%;">per unit =</td> <td style="width: 19%; text-align: right;">\$10,260</td> </tr> <tr> <td style="text-align: center;">166</td> <td>Parcels Assessed at</td> <td style="text-align: center;">\$16</td> <td>per unit =</td> <td style="text-align: right;">\$2,656</td> </tr> </table> | | | 171 | Parcels Assessed at | \$60 | per unit = | \$10,260 | 166 | Parcels Assessed at | \$16 | per unit = | \$2,656 |
| 171 | Parcels Assessed at | \$60 | per unit = | \$10,260 | | | | | | | | |
| 166 | Parcels Assessed at | \$16 | per unit = | \$2,656 | | | | | | | | |
| TOTAL ASSESSED: | | | \$12,916 | | | | | | | | | |
| Ending FY19/20 Fund Balance (Estimated): | | | \$3,062 | | | | | | | | | |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$251,382 | | | | | | | | | |

District/Zone Benefits:

- Parks: Harbour, Mountaire
- Arterial: Lone Tree Way, Davison Drive and Hillcrest Avenue
- Roadway Landscaping: Cul-de-sac bulbs
- Miscellaneous: open space and trails

Table 9A
 District 2A, Zone 4
 Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY 20-21 Assessment |
|-----------|------------------------|-------|---------------|----------|-----------------|---------------------|
| 2A-4 | Hillcrest Estates | 5494 | 54 | 60 | 60 | 60 |
| 2A-4 | Hillcrest Estates Un 2 | 6184 | 53 | 60 | 60 | 60 |
| 2A-4 | Brookside Estates | 7155 | 166 | 16 | 16 | 16 |
| 2A-4 | Shelbourne Un 3 | 7294 | 64 | 60 | 60 | 60 |
| Total: | | | 337 | | | 12,916 |

Table 10
COST ESTIMATE -- 2020/2021
District 2A, Zone 5 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4565)

| | | Base Rate Benefit Units 13 | | | | | | | |
|--|--------------------------------------|--|---------------------|---|--------------------------------------|-------|---|--------------------------------------|-------|
| | Total Cost | District Need | Assessments Applied | | | | | | |
| MAINTENANCE AND SERVICES: | | | | | | | | | |
| Parks | \$44,470 | \$44,470 | \$0 | | | | | | |
| Arterial Medians and Roadside | \$76,419 | \$76,419 | \$0 | | | | | | |
| Local Landscaping, Trails, Open Space | \$59,880 | \$59,880 | \$0 | | | | | | |
| Administration | \$15,406 | \$13,914 | \$1,492 | | | | | | |
| SUBTOTAL: | \$196,175 | \$194,683 | \$1,492 | | | | | | |
| | | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">4</td> <td style="width: 40%;">Parcels Assessed at \$139 per unit =</td> <td style="width: 40%; text-align: right;">\$556</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Parcels Assessed at \$104 per unit =</td> <td style="text-align: right;">\$936</td> </tr> </table> | | 4 | Parcels Assessed at \$139 per unit = | \$556 | 9 | Parcels Assessed at \$104 per unit = | \$936 |
| 4 | Parcels Assessed at \$139 per unit = | \$556 | | | | | | | |
| 9 | Parcels Assessed at \$104 per unit = | \$936 | | | | | | | |
| TOTAL ASSESSED: | | | \$1,492 | | | | | | |
| Ending FY19/20 Fund Balance (Estimated): | | | \$23,156 | | | | | | |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$171,527 | | | | | | |

District/Zone Benefits:

Parks: Chichibu

Arterial: Lone Tree Way, James Donlon Boulevard, Contra Loma Boulevard

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 10A
 District 2A, Zone 5
 Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|---------------|-------|------------------|----------|--------------------|-----------------------|
| 2A-5 | Wilhelm Sub'd | 7121 | 4 | 139 | 139 | 139 |
| 2A-5 | Wilhelm Sub'd | 7412 | 9 | 104 | 104 | 104 |
| Total: | | | 13 | | | 1,492 |

Table 11
COST ESTIMATE -- 2020/2021
District 2A, Zone 6 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4566)

| | | Base Rate Benefit Units 274 | |
|--|------------------|--------------------------------|------------------------|
| | | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$214,569 | \$214,569 | \$0 |
| Arterial Medians and Roadside | \$92,733 | \$92,733 | \$0 |
| Local Landscaping, Trails, Open Space | \$86,786 | \$63,121 | \$23,665 |
| Administration | \$4,917 | \$0 | \$4,917 |
| SUBTOTAL: | \$399,005 | \$370,423 | \$28,582 |
| 148 Parcels Assessed at \$139 per unit = | | | \$20,572 |
| 18 Parcels Assessed at \$103 per unit = | | | \$1,854 |
| 108 Parcels Assessed at \$57 per unit = | | | \$6,156 |
| TOTAL ASSESSED: | | | \$28,582 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$4,389 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$366,034 |

District/Zone Benefits:

Parks: Canal, Gentrytown, Mira Vista, Village East

Arterial: Somersville Road, Buchanan Road, James Donlon Boulevard, Contra Loma Boulevard

Roadway Landscaping: Putnam Street, Johnson Drive and Cul-de-sac bulbs

Miscellaneous: open space and trails

| Table 11A District 2A, Zone 6 Base Assessment Allocation | | | | | | |
|--|-------------------|-------|------------------|----------|--------------------|-----------------------|
| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
| 2A-6 | California Gables | 7105 | 148 | 139 | 139 | 139 |
| 2A-6 | Centennial Park | 6812 | 108 | 57 | 57 | 57 |
| 2A-6 | Mira Vista Un 11 | 7034 | 18 | 103 | 103 | 103 |
| Total: | | | 274 | | | 28,582 |

Table 12
COST ESTIMATE -- 2020-2021
District 2A, Zone 7 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4567)

| | | Base Rate Benefit Units | |
|---|------------|-------------------------|--------------------|
| | | 0 | |
| MAINTENANCE AND SERVICES: | Total Cost | District Need | Assesments Applied |
| Parks | \$36,135 | \$36,135 | \$0 |
| Arterial Medians and Roadside | \$30,443 | \$30,443 | \$0 |
| Local Landscaping, Trails, Open Space | \$0 | \$0 | \$0 |
| Administration | \$0 | \$0 | \$0 |
| SUBTOTAL: | \$66,578 | \$66,578 | \$0 |
| TOTAL ASSESSED: | | | \$0 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$0 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$66,578 |

District/Zone Benefits:

Parks: Marchetti

Arterial: Somersville Road, Delta Fair Boulevard

Roadway Landscaping: None

Miscellaneous: open space and trails

Table 13
COST ESTIMATE -- 2020/2021
District 2A, Zone 8 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4568)

| | | Base Rate Benefit Units 426 | |
|--|---|--------------------------------|------------------------|
| | | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$367,237 | \$367,237 | \$0 |
| Arterial Medians and Roadside | \$55,446 | \$55,446 | \$0 |
| Local Landscaping, Trails, Open Space | \$134,293 | \$84,111 | \$50,182 |
| Administration | \$24,584 | \$0 | \$24,584 |
| SUBTOTAL: | \$581,560 | \$506,794 | \$74,766 |
| | | | |
| 261 | Parcels Assessed at \$216.00 per unit = | | \$56,376 |
| 120 | Parcels Assessed at \$129 per unit = | | \$15,480 |
| 5 | Parcels Assessed at \$118 per unit = | | \$590 |
| 40 | Parcels Assessed at \$58 per unit = | | \$2,320 |
| TOTAL ASSESSED: | | | \$74,766 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$365 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$506,429 |

District/Zone Benefits:

Parks: Mira Vista Hills, Antioch Community Park

Arterial: James Donlon Boulevard

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 13A
 District 2A, Zone 8
 Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|-------------------------|-------|------------------|----------|--------------------|-----------------------|
| 2A-8 | Mira Vista Hills | 4420 | 5 | 118 | 118 | 118 |
| 2A-8 | Mira Vista Hills, Un 10 | 6472 | 78 | 129 | 129 | 129 |
| 2A-8 | Mira Vista Hills, Un 12 | 6744 | 40 | 58 | 58 | 58 |
| 2A-8 | Mira Vista Hills, Un 13 | 6708 | 95 | 216 | 216 | 216 |
| 2A-8 | Mira Vista Hills, Un 14 | 6824 | 42 | 129 | 129 | 129 |
| 2A-8 | Mira Vista Hills, Un 15 | 6920 | 79 | 216 | 216 | 216 |
| 2A-8 | Mira Vista Hills, Un 16 | 6921 | 87 | 216 | 216 | 216 |
| Total: | | | 426 | | | 74,766.00 |

Table 14
COST ESTIMATE -- 2020/2021
District 2A, Zone 9 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4569)

| | | Base Rate Benefit Units 1,379 | | | | | | | | | | | | | | | | | | | |
|--|--------------------------------------|----------------------------------|---------------------|----|--------------------------------------|---------|-----|--------------------------------------|----------|-----|--------------------------------------|----------|-----|--------------------------------------|----------|----|-------------------------------------|---------|-----|-------------------------------------|----------|
| | Total Cost | District Need | Assessments Applied | | | | | | | | | | | | | | | | | | |
| MAINTENANCE AND SERVICES: | | | | | | | | | | | | | | | | | | | | | |
| Parks | \$38,116 | \$38,116 | \$0 | | | | | | | | | | | | | | | | | | |
| Arterial Medians and Roadside | \$99,849 | \$99,849 | \$0 | | | | | | | | | | | | | | | | | | |
| Local Landscaping, Trails, Open Space | \$129,217 | \$36,170 | \$93,047 | | | | | | | | | | | | | | | | | | |
| Administration | \$22,945 | \$0 | \$22,945 | | | | | | | | | | | | | | | | | | |
| SUBTOTAL: | \$290,127 | \$174,135 | \$115,992 | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 15%; text-align: center;">68</td> <td style="width: 35%;">Parcels Assessed at \$144 per unit =</td> <td style="width: 40%; text-align: right;">\$9,792</td> </tr> <tr> <td style="text-align: center;">174</td> <td>Parcels Assessed at \$135 per unit =</td> <td style="text-align: right;">\$23,490</td> </tr> <tr> <td style="text-align: center;">442</td> <td>Parcels Assessed at \$108 per unit =</td> <td style="text-align: right;">\$47,736</td> </tr> <tr> <td style="text-align: center;">122</td> <td>Parcels Assessed at \$107 per unit =</td> <td style="text-align: right;">\$13,054</td> </tr> <tr> <td style="text-align: center;">34</td> <td>Parcels Assessed at \$74 per unit =</td> <td style="text-align: right;">\$2,516</td> </tr> <tr> <td style="text-align: center;">539</td> <td>Parcels Assessed at \$36 per unit =</td> <td style="text-align: right;">\$19,404</td> </tr> </tbody> </table> | | | | 68 | Parcels Assessed at \$144 per unit = | \$9,792 | 174 | Parcels Assessed at \$135 per unit = | \$23,490 | 442 | Parcels Assessed at \$108 per unit = | \$47,736 | 122 | Parcels Assessed at \$107 per unit = | \$13,054 | 34 | Parcels Assessed at \$74 per unit = | \$2,516 | 539 | Parcels Assessed at \$36 per unit = | \$19,404 |
| 68 | Parcels Assessed at \$144 per unit = | \$9,792 | | | | | | | | | | | | | | | | | | | |
| 174 | Parcels Assessed at \$135 per unit = | \$23,490 | | | | | | | | | | | | | | | | | | | |
| 442 | Parcels Assessed at \$108 per unit = | \$47,736 | | | | | | | | | | | | | | | | | | | |
| 122 | Parcels Assessed at \$107 per unit = | \$13,054 | | | | | | | | | | | | | | | | | | | |
| 34 | Parcels Assessed at \$74 per unit = | \$2,516 | | | | | | | | | | | | | | | | | | | |
| 539 | Parcels Assessed at \$36 per unit = | \$19,404 | | | | | | | | | | | | | | | | | | | |
| TOTAL ASSESSED: | | | \$115,992 | | | | | | | | | | | | | | | | | | |
| Ending FY19/20 Fund Balance (Estimated): | | | \$27,597 | | | | | | | | | | | | | | | | | | |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$146,538 | | | | | | | | | | | | | | | | | | |

District/Zone Benefits:

Parks: Eaglesridge

Arterial: Lone Tree Way, Deer Valley Road

Roadway Landscaping: Ridgerock Drive, Asilomar, Country Hills Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 14A
District 2A, Zone 9
Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Assmnt | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|----------------------|-------|---------------|-------------|-----------------|--------------------|
| 2A-9 | Eagles Ridge Un 1 | 5614 | 116 | 36 | 36 | 36 |
| 2A-9 | Eagles Ridge Un 2 | 6162 | 151 | 36 | 36 | 36 |
| 2A-9 | Eagles Ridge Un 3 | 6163 | 122 | 36 | 36 | 36 |
| 2A-9 | Eagles Ridge Un 4 | 6164 | 150 | 36 | 36 | 36 |
| 2A-9 | Deer Park Un 2 | 7290 | 68 | 144 | 144 | 144 |
| 2A-9 | Deer Park Un 3 | 7291 | 94 | 135 | 135 | 135 |
| 2A-9 | Lone Tree Est. Un 1 | 7079 | 122 | 107 | 107 | 107 |
| 2A-9 | Lone Tree Est. Un 1A | 7880 | 5 | 108 | 108 | 108 |
| 2A-9 | Lone Tree Est. Un 2 | 7691 | 80 | 135 | 135 | 135 |
| 2A-9 | Lone Tree Est. Un 3 | 7900 | 75 | 108 | 108 | 108 |
| 2A-9 | Lone Tree Est. Un 4 | 8020 | 46 | 108 | 108 | 108 |
| 2A-9 | Lone Tree Est. Un 5 | 8120 | 62 | 108 | 108 | 108 |
| 2A-9 | Lone Tree Est. Un 6 | 8366 | 99 | 108 | 108 | 108 |
| 2A-9 | Ho Sub'd, Un 3 | 7999 | 34 | 74 | 74 | 74 |
| 2A-9 | Ho Sub'd, Un 4 | 8025 | 47 | 108 | 108 | 108 |
| 2A-9 | Ho Sub'd, Un 5 | 8045 | 61 | 108 | 108 | 108 |
| 2A-9 | Ho Sub'd, Un 6 | 8102 | 47 | 108 | 108 | 108 |
| Total: | | | 1,379 | | | 115,992 |

Table 15
COST ESTIMATE -- 2020/2021
District 2A, Zone 10 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4572)

| | | Base Rate Benefit Units | |
|---|------------------|---------------------------------|---------------------|
| | | 286 Residential 4 Commercial | |
| MAINTENANCE AND SERVICES: | Total Cost | District Need | Assessments Applied |
| Parks | \$30,254 | \$27,987 | \$2,267 |
| Arterial Medians and Roadside | \$26,045 | \$0 | \$26,045 |
| Local Landscaping, Trails, Open Space | \$120,608 | \$0 | \$120,608 |
| Channel Maintenance | \$10,000 | \$0 | \$10,000 |
| Administration | \$0 | \$0 | \$0 |
| SUBTOTAL: | \$186,907 | \$27,987 | \$158,920 |
| 286 Parcels Assessed at \$548.00 per unit = | | | \$156,728 |
| 1 Commercial Parcel Assessed at \$548.00 per benefit unit = | | | \$2,192 |
| TOTAL ASSESSED: | | | \$158,920 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$28,287 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$0 |

District/Zone Benefits:

- Parks: Markley Creek
- Arterial: James Donlan, Somersville
- Roadway Landscaping: cul-de-sac bulbs

| Table 15A District 2A, Zone 10 Base Assessment Allocation | | | | | | |
|---|--------------------------|-------|------------------|-------------|--------------------|----------------------|
| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assesment |
| 2A-10 | Black Diamond Ranch Un 1 | 7487 | 58 | 694.89 | 548 | 548 |
| 2A-10 | Black Diamond Ranch Un 2 | 8585 | 117 | 694.89 | 548 | 548 |
| 2A-10 | Black Diamond Ranch Un 3 | 8586 | 111 | 694.89 | 548 | 548 |
| 2A-10 | Commerical Parcel | - | 4 | 694.89 | 548 | 548 |
| Total: | | | 290 | | | 158,920 |

Table 16
COST ESTIMATE -- 2020/2021
District 4, Zone 1 -- Downtown District

The following schedule shows the allocation of costs to be spread to this District/Zone (252-4521)

| | | Base Rate Benefit Units 0 | |
|---|------------------|------------------------------|------------------------|
| MAINTENANCE AND SERVICES: | Total Cost | District Need | Assessments Applied |
| Parks | \$0 | \$0 | \$0 |
| Arterial Medians and Roadside | \$0 | \$0 | \$0 |
| Local Landscaping, Trails, Open Space | \$116,005 | \$116,005 | \$0 |
| Administration | \$2,622 | \$2,622 | \$0 |
| SUBTOTAL: | \$118,627 | \$118,627 | \$0 |
| TOTAL ASSESSED: | | | \$0 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$15,718 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$102,909 |
| <i>District/Zone Benefits:</i> | | | |
| Roadway Landscaping: Waldie Plaza, Rivertown Promenade, public parking lots, A Street extension, train station | | | |

Table 17
COST ESTIMATE -- 2020/2021
District 5, Zone 1 -- Almondridge District

The following schedule shows the allocation of costs to be spread to this District/Zone (253-4531)

| | | Base Rate Benefit Units 560 | |
|--|------------------|--------------------------------|------------------------|
| | | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$60,692 | \$7,191 | \$53,501 |
| Arterial Medians and Roadside | \$0 | \$0 | \$0 |
| Local Landscaping, Trails, Open Space | \$45,141 | \$0 | \$45,141 |
| Administration | \$3,278 | \$0 | \$3,278 |
| SUBTOTAL: | \$109,111 | \$7,191 | \$101,920 |
| 560 Parcels Assessed at \$182.00 per unit = | | | \$101,920 |
| TOTAL ASSESSED: | | | \$101,920 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$79,750 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$0 |

District/Zone Benefits:

Parks: Almondridge

Arterial: None

Roadway Landscaping: Viera Avenue, Willow Avenue and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 17A
 District 5, Zone 1
 Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|-------------------|-------|---------------|----------|-----------------|--------------------|
| 5-1 | Almondridge West | 6621 | 25 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 1 | 6109 | 93 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 2 | 6454 | 35 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 3 | 6788 | 50 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 4 | 6869 | 52 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 5 | 7190 | 96 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 6 | 7411 | 48 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 9 | 7673 | 35 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 11 | 7901 | 25 | 190 | 182 | 182 |
| 5-1 | Almondridge Un 12 | 8065 | 4 | 190 | 182 | 182 |
| 5-1 | Oakley Knolls | 8501 | 16 | 216 | 182 | 182 |
| 5-1 | Almondridge East | 8880 | 81 | 216 | 182 | 182 |
| Total: | | | 560 | | | 101,920 |

Table 18
COST ESTIMATE -- 2020/2021
District 9, Zone 1 -- Lone Tree District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4511)

| | | Base Rate Benefit Units 1,200 | |
|--|------------------|----------------------------------|------------------------|
| MAINTENANCE AND SERVICES: | Total Cost | District Need | Assessments Applied |
| Parks | \$63,563 | \$63,563 | \$0 |
| Arterial Medians and Roadside | \$60,947 | \$60,947 | \$0 |
| Local Landscaping, Trails, Open Space | \$144,985 | \$14,948 | \$130,037 |
| Administration | \$17,963 | \$0 | \$17,963 |
| SUBTOTAL: | \$287,458 | \$139,458 | \$148,000 |
| | | | \$80,500 |
| 575 Parcels Assessed at \$140 per unit = | | | \$80,500 |
| 625 Parcels Assessed at \$108 per unit = | | | \$67,500 |
| TOTAL ASSESSED: | | | \$148,000 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$70,219 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$69,239 |

District/Zone Benefits:

Parks: Chapparal, Williamson Ranch

Arterial: Hillcrest Avenue, Lone Tree Way, Deer Valley Road, Prewett Ranch

Roadway Landscaping: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Miscellaneous: open space and trails

Table 18A
 District 9, Zone 1
 Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|--------------------|-------|---------------|----------|-----------------|--------------------|
| 9-1 | Diablo East Un 1 | 7121 | 177 | 108 | 108 | 108 |
| 9-1 | Diablo East Un 2 | 7400 | 44 | 108 | 108 | 108 |
| 9-1 | Diablo East Un 3 | 7401 | 21 | 140 | 140 | 140 |
| 9-1 | Diablo East Un 4 | 8038 | 39 | 140 | 140 | 140 |
| 9-1 | Diablo East Un 5 | 8052 | 39 | 140 | 140 | 140 |
| 9-1 | Diablo East Un 6 | 8079 | 34 | 140 | 140 | 140 |
| 9-1 | Diablo East Un 7 | 8122 | 52 | 140 | 140 | 140 |
| 9-1 | Diablo East Un 8 | 8164 | 77 | 140 | 140 | 140 |
| 9-1 | Diablo East Un 9 | 8191 | 71 | 140 | 140 | 140 |
| 9-1 | Williamson Ranch 1 | 7114 | 20 | 108 | 108 | 108 |
| 9-1 | Williamson Ranch 2 | 7258 | 166 | 108 | 108 | 108 |
| 9-1 | Williamson Ranch 3 | 7587 | 86 | 108 | 108 | 108 |
| 9-1 | Williamson Ranch 4 | 7606 | 93 | 108 | 108 | 108 |
| 9-1 | Williamson Ranch 5 | 7618 | 39 | 108 | 108 | 108 |
| 9-1 | Williamson Ranch 6 | 7619 | 75 | 140 | 140 | 140 |
| 9-1 | Williamson Ranch 7 | 7620 | 82 | 140 | 140 | 140 |
| 9-1 | Williamson Ranch 8 | 7826 | 85 | 140 | 140 | 140 |
| Total: | | | 1,200 | | | 148,000 |

Table 19
COST ESTIMATE -- 2020/2021
District 9, Zone 2 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4512)

| | Total Cost | Base Rate Benefit Units 2,024 | |
|---------------------------------------|------------------|----------------------------------|------------------------|
| | | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$29,362 | \$29,362 | \$0 |
| Medians and Roadside | \$73,060 | \$73,060 | \$0 |
| Local Landscaping, Trails, Open Space | \$199,983 | \$73,426 | \$126,557 |
| Administration | \$70,605 | \$0 | \$70,605 |
| SUBTOTAL: | \$373,010 | \$175,848 | \$197,162 |

| | | | | |
|------|---------------------|----------|------------|-----------|
| 229 | Parcels Assessed at | \$216.00 | per unit = | \$49,464 |
| 1149 | Parcels Assessed at | \$93.00 | per unit = | \$106,857 |
| 29 | Parcels Assessed at | \$88.00 | per unit = | \$2,552 |
| 45 | Parcels Assessed at | \$83.00 | per unit = | \$3,735 |
| 38 | Parcels Assessed at | \$216.00 | per unit = | \$8,208 |
| 460 | Parcels Assessed at | \$51.00 | per unit = | \$23,460 |
| 74 | Parcels Assessed at | \$39.00 | per unit = | \$2,886 |

| | |
|--|------------------|
| TOTAL ASSESSED: | \$197,162 |
| Ending FY19/20 Fund Balance (Estimated): | \$20,267 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | \$155,581 |

District/Zone Benefits:

Parks: Diablo West

Arterial: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Roadway Landscaping: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Miscellaneous: open space and trails

Table 19A
District 9, Zone 2
Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|----------------------|-------|------------------|----------|--------------------|-----------------------|
| 9-2 | Black Dia. Knolls 1 | 7201 | 29 | 51 | 51 | 51 |
| 9-2 | Black Dia. Knolls 2 | 7498 | 45 | 51 | 51 | 51 |
| 9-2 | Black Dia. Knolls 3 | 7554 | 28 | 51 | 51 | 51 |
| 9-2 | Black Dia. Knolls 4 | 7592 | 36 | 51 | 51 | 51 |
| 9-2 | Black Dia. Knolls 5 | 7499 | 64 | 51 | 51 | 51 |
| 9-2 | Black Dia. Knolls 6 | 7593 | 24 | 51 | 51 | 51 |
| 9-2 | Black Dia. Knolls 7 | 7594 | 31 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 8 | 7825 | 26 | 83 | 83 | 83 |
| 9-2 | Black Dia. Knolls 9 | 8008 | 19 | 83 | 83 | 83 |
| 9-2 | Black Dia. Knolls 10 | 7824 | 29 | 88 | 88 | 88 |
| 9-2 | Black Dia. Knolls 11 | 7500 | 48 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 12 | 7823 | 26 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 13 | 7822 | 32 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 14 | 8110 | 43 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 15 | 8181 | 53 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 16 | 8182 | 42 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 17 | 8183 | 45 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 18 | 8324 | 56 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 19 | 8325 | 89 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 20 | 8326 | 64 | 93 | 93 | 93 |
| 9-2 | Black Dia. Knolls 21 | 8466 | 49 | 216 | 216 | 216 |
| 9-2 | Black Dia. Knolls 22 | 8467 | 64 | 216 | 216 | 216 |
| 9-2 | Black Dia. Knolls 23 | 8525 | 27 | 216 | 216 | 216 |
| 9-2 | Black Dia. Knolls 24 | 8526 | 89 | 216 | 216 | 216 |
| 9-2 | Black Dia. Knolls 25 | 8528 | 38 | 216 | 216 | 216 |
| 9-2 | Diablo West Un 1 | 7128 | 74 | 39 | 39 | 39 |
| 9-2 | Diablo West Un 2 | 7469 | 119 | 51 | 51 | 51 |
| 9-2 | Diablo West Un 3 | 7616 | 115 | 51 | 51 | 51 |
| 9-2 | Diablo West Un 4 | 8243 | 71 | 93 | 93 | 93 |
| 9-2 | Diablo West Un 5 | 8244 | 56 | 93 | 93 | 93 |
| 9-2 | Diablo West Un 6 | 8245 | 81 | 93 | 93 | 93 |
| 9-2 | Diablo West Un 7 | 8312 | 99 | 93 | 93 | 93 |
| 9-2 | Diablo West Un 8 | 8313 | 46 | 93 | 93 | 93 |
| 9-2 | Diablo West Un 9 | 8314 | 106 | 93 | 93 | 93 |
| 9-2 | Lone Tree Glen | 7275 | 161 | 93 | 93 | 93 |
| Total: | | | 2,024 | | | 197,162 |

Table 20
COST ESTIMATE -- 2020/2021
District 9, Zone 3 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4513)

| | Total Cost | Base Rate Benefit Units 1,953 | |
|---------------------------------------|------------------|----------------------------------|---------------------|
| | | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$70,590 | \$70,590 | \$0 |
| Arterial Medians and Roadside | \$40,062 | \$40,062 | \$0 |
| Local Landscaping, Trails, Open Space | \$164,752 | \$12,280 | \$152,472 |
| Administration | \$63,197 | \$0 | \$63,197 |
| SUBTOTAL: | \$338,601 | \$122,932 | \$215,669 |

| | | | | |
|-----|---------------------|----------|------------|-----------|
| 129 | Parcels Assessed at | \$216.00 | per unit = | \$27,864 |
| 860 | Parcels Assessed at | \$139.00 | per unit = | \$119,540 |
| 519 | Parcels Assessed at | \$95.00 | per unit = | \$49,305 |
| 120 | Parcels Assessed at | \$93.00 | per unit = | \$11,160 |
| 25 | Parcels Assessed at | \$216.00 | per unit = | \$5,400 |
| 300 | Parcels Assessed at | \$8.00 | per unit = | \$2,400 |

| | |
|--|------------------|
| TOTAL ASSESSED: | \$215,669 |
| Ending FY19/20 Fund Balance (Estimated): | \$95,604 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | \$27,328 |

District/Zone Benefits:

- Parks: Hansen and Dallas Ranch Park
- Arterial: Lone Tree Way, Dallas Ranch Road
- Roadway Landscaping: Prewett Ranch Road, Golf Course Road, Frederickson Lane and cul-de-sac bulbs
- Miscellaneous: Open space and trails

Table 20A
District 9, Zone 3
Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit | | FY 19-20 | FY20-21 |
|-----------|-----------------------|-------|---------|----------|----------|------------|
| | | | Units | Base Fee | Assmnt | Assessment |
| 9-3 | Black Dia. Est. Un 1 | 7515 | 31 | 95 | 95 | 95 |
| 9-3 | Black Dia. Est. Un 2 | 7644 | 41 | 139 | 139 | 139 |
| 9-3 | Black Dia. Est. Un 3 | 8064 | 54 | 139 | 139 | 139 |
| 9-3 | Black Dia. Est. Un 4 | 8194 | 64 | 139 | 139 | 139 |
| 9-3 | Black Dia. Est. Un 5 | 8076 | 55 | 139 | 139 | 139 |
| 9-3 | Black Dia. Est. Un 6 | 8317 | 56 | 139 | 139 | 139 |
| 9-3 | Black Dia. Est. Un 7 | 8318 | 73 | 139 | 139 | 139 |
| 9-3 | Black Dia. Est. Un 8 | 8319 | 47 | 216 | 216 | 216 |
| 9-3 | Black Dia. Est. Un 9 | 8320 | 49 | 216 | 216 | 216 |
| 9-3 | Black Dia. Est. Un 10 | 8472 | 33 | 216 | 216 | 216 |
| 9-3 | Black Dia. Est. Un 11 | 8567 | 25 | 216 | 216 | 216 |
| 9-3 | Dallas Ranch Un 1 | 7380 | 58 | 95 | 95 | 95 |
| 9-3 | Dallas Ranch Un 2 | 7859 | 50 | 95 | 95 | 95 |
| 9-3 | Dallas Ranch Un 3 | 7860 | 34 | 95 | 95 | 95 |
| 9-3 | Dallas Ranch Un 4 | 7198 | 138 | 95 | 95 | 95 |
| 9-3 | Dallas Ranch Un 5 | 7376 | 122 | 95 | 95 | 95 |
| 9-3 | Dallas Ranch Un 6 | 7966 | 45 | 95 | 95 | 95 |
| 9-3 | Dallas Ranch Un 7 | 7377 | 187 | 139 | 139 | 139 |
| 9-3 | Dallas Ranch Un 8 | 7378 | 54 | 139 | 139 | 139 |
| 9-3 | Dallas Ranch Un 9 | 8107 | 34 | 139 | 139 | 139 |
| 9-3 | Dallas Ranch Un 10 | 8108 | 63 | 139 | 139 | 139 |
| 9-3 | Dallas Ranch Un 11 | 8109 | 120 | 93 | 93 | 93 |
| 9-3 | Diamond Ridge Un 1 | 7317 | 179 | 8 | 8 | 8 |
| 9-3 | Diamond Ridge Un 2 | 7536 | 86 | 8 | 8 | 8 |
| 9-3 | Diamond Ridge Un 3 | 7537 | 41 | 95 | 95 | 95 |
| 9-3 | Diamond Ridge Un 4 | 7627 | 35 | 8 | 8 | 8 |
| 9-3 | Sandhill I | 8247 | 75 | 139 | 139 | 139 |
| 9-3 | Sandhill II | 8410 | 104 | 139 | 139 | 139 |

Total: 1,953 215,669

Table 21
COST ESTIMATE -- 2020/2021
District 9, Zone 4 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4514)

| | | Base Rate Benefit Units 435 | |
|--|------------------|--------------------------------|------------------------|
| | | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | Total Cost | |
| Parks | \$21,181 | \$21,181 | \$0 |
| Arterial Medians and Roadside | \$22,830 | \$9,885 | \$12,945 |
| Local Landscaping, Trails, Open Space | \$59,902 | \$0 | \$59,902 |
| Administration | \$3,278 | \$0 | \$3,278 |
| SUBTOTAL: | \$107,191 | \$31,066 | \$76,125 |
| 435 Parcels Assessed at \$175.00 per unit = | | | \$76,125 |
| TOTAL ASSESSED: | | | \$76,125 |
| Ending FY19/20 Fund Balance (Estimated): | | | \$54,368 |
| GENERAL FUND PORTION OF MAINTENANCE COST: | | | \$0 |

District/Zone Benefits:

Park: Heidorn

Arterial: Lone Tree Way, Hillcrest Avenue

Roadway Landscaping: Vista Grande Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

| Table 21A District 9, Zone 4 Base Assessment Allocation | | | | | | |
|---|-----------------------|-------|------------------|----------|--------------------|-----------------------|
| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
| 9-4 | Meadow Crk. Village 1 | 7862 | 55 | 216 | 175 | 175 |
| 9-4 | Meadow Crk. Village 2 | 7947 | 77 | 216 | 175 | 175 |
| 9-4 | Meadow Crk. Village 3 | 7967 | 108 | 216 | 175 | 175 |
| 9-4 | Meadow Crk. Village 4 | 7971 | 98 | 216 | 175 | 175 |
| 9-5 | Meadow Crk. Village 5 | 7897 | 97 | 216 | 175 | 175 |
| Total: | | | 435 | | | 76,125 |

Table 22
COST ESTIMATE -- 2020/2021
District 10, Zone 1 -- East Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (259-4591)

| | Base Rate Benefit Units 660.5 | | |
|---------------------------------------|----------------------------------|-----------------|---------------------|
| | Total Cost | District Need | Assessments Applied |
| MAINTENANCE AND SERVICES: | | | |
| Parks | \$0 | \$0 | \$0 |
| Arterial Medians and Roadside | \$19,577 | \$19,577 | \$0 |
| Local Landscaping, Trails, Open Space | \$143,537 | \$243 | \$143,294 |
| Channel Maintenance | \$20,000 | \$0 | \$20,000 |
| Administration | \$0 | \$0 | \$0 |
| SUBTOTAL: | \$183,114 | \$19,820 | \$163,294 |

| | | | |
|-------------------------|----------|------------|-----------|
| 462 Parcels Assessed at | \$278.00 | per unit = | \$128,436 |
| 152 Multi Family Res | \$190.00 | per unit = | \$28,880 |
| 12.6 Comm. Parcel | \$157.00 | per unit = | \$1,978 |
| 33.9 Bus. Park parcel | \$118.00 | per unit = | \$4,000 |

TOTAL ASSESSED: \$163,294

Ending FY19/20 Fund Balance (Estimated): \$81,711
GENERAL FUND PORTION OF MAINTENANCE COST: \$0

District/Zone Benefits:

Park: None

Arterial: Lone Tree Way

Roadway Landscaping: Country Hills Drive, Canada Valley Road, Vista Grande, and cul de sacs

Miscellaneous: Open space and trails

Table 22A
 District 10
 Base Assessment Allocation

| Dist/Zone | Sub'd | Tract | Benefit Units | Base Fee | FY 19-20 Assmnt | FY20-21 Assessment |
|-----------|--------------------|-------|---------------|----------|-----------------|--------------------|
| 10-1 | Sand Creek Ranch 1 | 8114 | 57 | 557.45 | 278 | 278 |
| 10-1 | Sand Creek Ranch 2 | 8958 | 27 | 557.45 | 278 | 278 |
| 10-1 | Sand Creek Ranch 4 | 8640 | 97 | 557.45 | 278 | 278 |
| 10-1 | Sand Creek Ranch 5 | 8885 | 42 | 557.45 | 278 | 278 |
| 10-1 | Sand Creek Ranch 6 | 8886 | 31 | 557.45 | 278 | 278 |
| 10-1 | Sand Creek Ranch 7 | 8948 | 52 | 557.45 | 278 | 278 |
| 10-1 | Sand Creek Ranch 8 | 8951 | 156 | 557.45 | 278 | 278 |
| 10-1 | Multi-Family Apts | - | 152 | 389.35 | 190 | 190 |
| 10-1 | Commercial parcel | - | 12.6 | 323.26 | 157 | 157 |
| 10-1 | Business Park | - | 33.9 | 251.43 | 118 | 118 |

Total: 660.5 163,294

Table 23

Summary of Costs, Benefits and Assessments by Zone -- Fiscal Year 2020/2021

| District/ Zone | Benefit Units | Ending Bal FY19/20 | Est. Cost of Maintenance | Estimated Assessments | Zone Deficit | Assessment per BU |
|-------------------|------------------|-----------------------|-----------------------------|--------------------------|----------------------|----------------------|
| 1-1 | 1,681 | \$120,072 | \$613,865 | \$275,063 | (\$218,730) | \$58 to \$216 |
| 1-2 | 3,237 | \$115,783 | \$760,342 | \$363,226 | (\$281,333) | \$27 to \$216 |
| 1-4 | 1,607 | \$37,300 | \$357,007 | \$185,821 | (\$133,886) | \$23 to \$216 |
| 2A-1 | 0 | \$0 | \$122,882 | \$0 | (\$122,882) | \$0 |
| 2A-2 | 0 | \$0 | \$47,094 | \$0 | (\$47,094) | \$0 |
| 2A-3 | 230 | \$18,673 | \$103,285 | \$14,496 | (\$70,116) | \$22 to \$216 |
| 2A-4 | 337 | \$3,062 | \$267,360 | \$12,916 | (\$251,382) | \$16 to \$60 |
| 2A-5 | 13 | \$23,156 | \$196,175 | \$1,492 | (\$171,527) | \$104 to \$139 |
| 2A-6 | 274 | \$4,389 | \$399,005 | \$28,582 | (\$366,034) | \$57 to \$139 |
| 2A-7 | 0 | \$0 | \$66,578 | \$0 | (\$66,578) | \$0 |
| 2A-8 | 426 | \$365 | \$581,560 | \$74,766 | (\$506,429) | \$58 to \$216 |
| 2A-9 | 1,379 | \$27,597 | \$290,127 | \$115,992 | (\$146,538) | \$36 to \$144 |
| 2A-10 | 290 | \$28,287 | \$186,907 | \$158,920 | \$0 | \$548 |
| 4-1 | 0 | \$15,718 | \$118,627 | \$0 | (\$102,909) | \$0 |
| 5-1 | 560 | \$79,750 | \$109,111 | \$101,920 | \$0 | \$182 |
| 9-1 | 1,200 | \$70,219 | \$287,458 | \$148,000 | (\$69,239) | \$108 to \$140 |
| 9-2 | 2,024 | \$20,267 | \$373,010 | \$197,162 | (\$155,581) | \$39 to \$216 |
| 9-3 | 1,953 | \$95,604 | \$338,601 | \$215,669 | (\$27,328) | \$8 to \$216 |
| 9-4 | 435 | \$54,368 | \$107,191 | \$76,125 | \$0 | \$175 |
| 10-1 | 660.5 | \$81,711 | \$183,114 | \$163,294 | \$0 | \$118 to \$278 |
| Totals | | \$796,321 | \$5,509,299 | \$2,133,444 | (\$2,737,586) | |

V. ASSESSMENT METHODS

Proposition 218 provides that assessments imposed by petition signed by persons owning all of the parcels subject to assessment are exempt from the requirements of Prop. 218 insofar as the amount of such assessments are not increased over the amount in effect at the time of the petition. These assessments are known as the "base amount" or "base assessments".

A large number of parcels fall within this situation and have base assessments in place. Those parcels are the subjects of this Engineer's Report. The base assessment amounts vary, depending upon when the petition was filed with the City and the scope of improvements in place at the time that were being maintained by assessment. In preparing this Report, the Engineer determined the maximum base assessment that is assessable against each parcel, the improvements that are being maintained within the benefit zone, the cost of maintaining the improvements, and the total amount generated by the relevant base assessments. In instances where the cost of maintaining the improvements is less than the maximum assessable amount, the base assessments were proportionally reduced.

The assessment method suggested was to increase assessments to the maximum base rates over a 3-year period beginning in Fiscal Year 2003-04. The final increment was reached in FY 2005-06. Allocation of assessments has been applied first to administration costs; followed by local landscaping, trails, and open space; and finally arterials medians and roadside landscaping. Park costs continue to be shown; however, they also are shown as being paid by those districts and zones that can afford it. Remaining costs are shown as a contribution from the General Fund.

VI. SUMMARY OF ASSESSMENTS

The methods described in Section V are applied to estimate the benefits received by each assessable parcel, in every District and benefit zone, from the improvements described in this report.

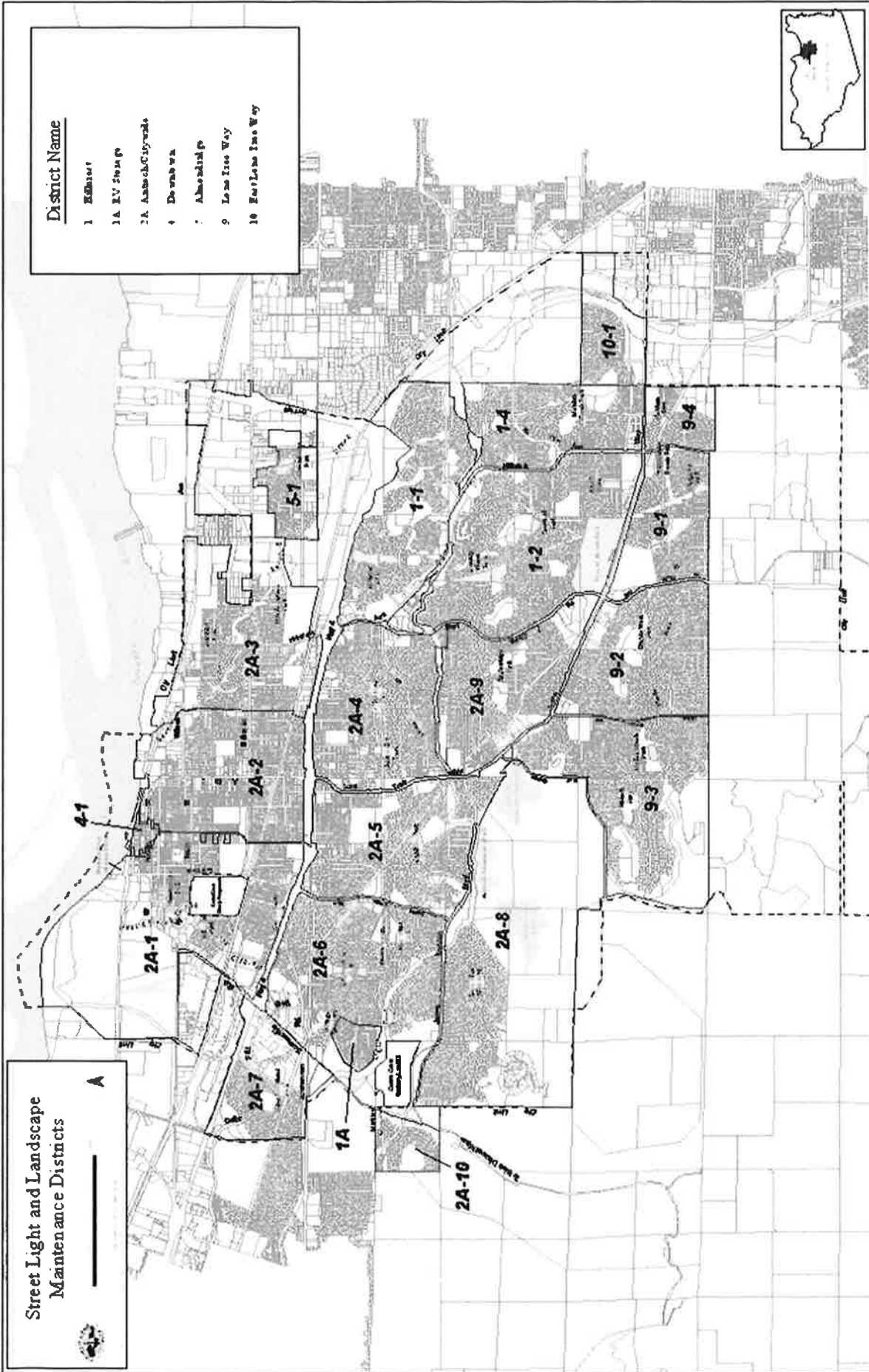
Table 23, Summary of Costs, Benefits and Assessments by Zone, presents a summary of assessments for each District and benefit zone.

VII. ASSESSMENT ROLL

The Assessment Roll is a listing of all assessable parcels of land within the District. Because of its large size, the Assessment Roll is presented under separate cover and is incorporated by reference into this report. The Assessment Roll can be inspected at the office of the City Engineer during regular working hours.

The Assessment Roll lists each parcel in the District by its distinctive designation, the Assessor's Parcel Number, and includes the Assessment amount for each parcel.

ATTACHMENT "C"



| District Name | |
|---------------|------------------|
| 1 | Edinburg |
| 1A | RV Strip |
| 2A | Abilene Citywide |
| 4 | Downs |
| 5 | Abilene |
| 9 | Lowrise |
| 10 | Eastside |

Street Light and Landscape Maintenance Districts

A

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tim Coley, Superintendent, Water Treatment Plant *TC*

APPROVED BY: Mike Bechtholdt, Interim Deputy Public Works Director *MB*

SUBJECT: Annual Water Treatment Chemicals Purchase

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the extension of the joint agency cooperative purchase arrangement for bulk water treatment plant chemicals and authorizing the City Manager to approve the option to extend the contract with the following vendors, i.e.: Chemtrade Logistics, Inc., Industrial Solutions Services, Univar Solutions, and Solvay Fluorides, LLC in the amount not to exceed \$949,507, for the period of July 1, 2020 through June 30, 2021.

FISCAL IMPACT

Funding for this annual expenditure is allocated in the Water Treatment budget, in an amount not to exceed \$949,507. The City will save approximately \$46,198 in FY 21, relative to costs in FY 20.

DISCUSSION

The City of Antioch is a member of the Bay Area Chemical Consortium (BACC). The BACC is a group of public agencies that cooperatively and competitively bids for the supply and delivery of water and wastewater chemicals annually. The onset of the COVID-19 pandemic and feedback from BACC member agencies prompted the BACC to decide that this was not the time to negotiate supply chain pricing and logistics. With the existing vendors largely committed to extending their prices, the decision was made to exercise the option to extend the contract on a year-by-year basis, beginning July 1, 2020 through June 30, 2020.

Attached are the vendors bid pricing from FY 20 and correspondence honoring their pricing commitment for FY 21.

ATTACHMENTS

A. Resolution

- B. Pricing Worksheet FY 21
 - B-1. Chemtrade Logistics Inc., Aluminum Sulfate
 - B-2. Industrial Solution Services, Ammonium Sulfate
 - B-3. Univar Solutions, Sodium Hydroxide & Sodium Hypochlorite
 - B-4. Solvay Fluorides, LLC
- C. BACC Cancellation Notice

ATTACHMENT 'A'

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE EXTENSION OF THE JOINT AGENCY COOPERATIVE PURCHASE ARRANGEMENT FOR BULK WATER TREATMENT PLANT CHEMICALS AND AUTHORIZING THE CITY MANAGER TO APPROVE THE OPTION TO EXTEND THE AGREEMENT WITH CHEMTRADE CHEMICAL LOGISTICS, INC., INDUSTRIAL SOLUTIONS SERVICES, UNIVAR SOLUTIONS AND SOLVAY FLOURIDES, LLC

WHEREAS, the City of Antioch is a member of the Bay Area Chemical Consortium (BACC), a cooperative that prepares bid recommendations and combines bid solicitations which allow participating agencies to obtain lower prices than when bidding alone for the supply and delivery of water and wastewater chemicals;

WHEREAS, BAAC membership enables the City of Antioch to benefit from cost savings and the supply and delivery of water chemical products that comply with all applicable Federal and State of California drinking water laws; and

WHEREAS, the City of Antioch will also benefit from Consortium’s exercising of the option to extend the contract, and not attempt to negotiate supply chain pricing and logistics during this COVID-19 pandemic.

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

1. approves the extension of the joint agency cooperative purchase agreement for bulk water treatment plant chemicals through the consortium and
2. authorizes the City Manager to approve the option to extend the agreement with Chemtrade Logistics, Inc., Industrial Solutions Services, Univar Solutions and Solvay Fluorides, LLC for the period of July 1, 2020 through June 30, 2021, in the amount not to exceed \$949,507 in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of May 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**

**City of Antioch
Water Treatment Plant
Chemical Purchase Extension Option
FY 2020-21
ATTACHMENT B**

FY 2020/21

| NORTH BAY PRICING <i>(Unit Prices per Gallon)</i> | | | | | | | |
|---|-----------------|--------------------------------------|-----------------|-------------------------|-----------------|------------------------------|-----------------|
| Chemtrade Logistics, Inc. | | Industrial Solutions Services | | Univar Solutions | | Solvay Fluorides, LLC | |
| FY 19-20 | FY 20-21 | FY 19-20 | FY 20-21 | FY 19-20 | FY 20-21 | FY 19-20 | FY 20-21 |
| | | | | | | | |
| \$0.7617 | \$0.8968 | | | | | | |
| | | \$1.2200 | \$1.2200 | | | | |
| | | | | \$1.3911 | \$1.2284 | | |
| | | | | \$0.6747 | \$0.6747 | | |
| | | | | | | \$1.5200 | \$1.9200 |

Vendors

Chemical Products
Aluminum Sulfate A-1
Ammonium Sulfate A-2
Sodium Hydroxide A-3.1
Sodium Hypochlorite A-3.2
Hydrofluosilicic Acid A-4

| TOTAL COST FOR CHEMICAL PRODUCTS | | | |
|---|------------------|------------------------------|-------------------------|
| | <u>FY 20</u> | | <u>FY 21</u> |
| Chemtrade Logistics, Inc. | \$325,620 | Aluminum Sulfate | \$353,940 |
| Industrial Solutions Services | \$74,300 | Ammonium Sulfate | \$74,300 |
| Univar Solutions | \$297,910 | Sodium Hydroxide | \$247,910 |
| Univar Solutions | \$269,090 | Sodium Hypochlorite | \$239,090 |
| Solvay Fluorides, LLC | \$28,785 | Hydrofluosilicic Acid | \$34,267 |
| | <u>\$995,705</u> | | <u>\$949,507</u> |

Chemtrade Logistics, Inc.
Industrial Solutions Services
Univar Solutions
Univar Solutions
Solvay Fluorides, LLC

ATTACHMENT B-1

From: [Schroeder, Michele](#)
 To: [Gemma Letts](#)
 Cc: [Elyse Bell](#); [Nancy Robert](#)
 Subject: RE: BACC Bids and COVID-19 situation
 Date: Tuesday, March 24, 2020 12:09:23 PM
 Attachments: [image002.png](#)

EXTERNAL - check for red flags

Good afternoon, Gemma,

Hope you are doing well & staying safe during this unprecedented time as well!

We do not anticipate any supply chain interruption. Our key raw materials are procured from North American sites and we are back loaded as well with our Sulfuric Acid and Alumina TriHydrate suppliers. Additionally, we are able to source product from other Chemtrade locations due to our 39 water plants in North America. I don't believe other Alum suppliers would have this same infrastructure available in the event of any disruption. During this uncertain time, we believe it would be risky to change suppliers.

The data below shows last's bid results and our offer on renewal below that.

If the BACC agencies decided to extend for 6 months or for 12 months beginning 7/1, the renewal offer would be: \$0.8968/Gal delivered on Alum, \$1.0153/Gal delivered for 5% Acidized and \$1.092/Gal delivered for 7% Acidized.

| Name of Bidder | 2019-2020 BACC Bid Results 44.49% Alum Liquid Solution Unit Price Per Gallon | | | | | Optional 5% Acidized Unit Price per Gal | Optional 7% Acidized Unit Price per Gal |
|--------------------------------------|--|-----------|------------|-----------|------------|---|---|
| | Central Valley | North Bay | Sacramento | South Bay | Tri Valley | North Bay | North Bay |
| Chemtrade Logistics US LLC | \$0.7717 | \$0.7617 | \$0.7401 | \$0.7838 | \$0.7717 | \$0.8084 | \$0.8864 |
| Thatcher Company of California, Inc. | \$1.0152 | \$1.0152 | \$1.0152 | \$1.0152 | \$1.0152 | \$1.4979 | \$1.5716 |
| Univar USA | no bid | no bid | no bid | no bid | no bid | no bid | no bid |

| Name of Bidder | Chemtrade's Renewal Offer effective July 1, 2020 44.49% Alum Liquid Solution Unit Price Per Gallon | | | | | Optional 5% Acidized Unit Price per Gal | Optional 7% Acidized Unit Price per Gal |
|----------------------------|--|-----------|------------|-----------|------------|---|---|
| | Central Valley | North Bay | Sacramento | South Bay | Tri Valley | North Bay | North Bay |
| Chemtrade Logistics US LLC | \$0.8968 | \$0.8968 | \$0.8968 | \$0.8968 | \$0.8968 | \$1.0153 | \$1.0920 |

Please let us know if the agencies decide to bid out the requirements or renew for a period of 6 or 12 months.
 Stay safe and be well!

Thank you!

Best Regards,

Michele Schroeder
 Business Manager
 Chemtrade Logistics Inc.
 90 E Halsey Rd. Parsippany, NJ 07054-3713
 Office: (973) 515 1841 | Cell: (862) 309-0083
 E-mail: mschroeder@chemtradelogistics.com | Website: www.chemtradelogistics.com

BAY AREA CHEMICAL CONSORTIUM

FINAL Bid Tabulation for **Bid No. 01-2019**
 Supply and Delivery of **Aluminum Sulfate**
 for the period **FYE 2019/2020**
 Bid Open Date **Tuesday, April 2, 2019 at 9:00 PDT**

| Name of Bidder | 44% - 49% Liquid Solution Unit Price Per Gallon | | | | | Optional 5% Acidized Unit Price Per Gal | Optional 7% Acidized Unit Price Per Gal |
|--------------------------------------|--|--------------|------------|--------------|---------------|--|--|
| | Central Valley | North Bay | Sacramento | South Bay | Tri Valley | North Bay | North Bay |
| Chemtrade Chemicals US LLC | \$0.77170 | \$0.76170 | \$0.74180 | \$0.78380 | \$0.77170 | \$0.80840 | \$0.88640 |
| Thatcher Company of California, Inc. | \$1.01520 | \$1.01520 | \$1.01520 | \$1.01520 | \$1.01520 | \$1.49790 | \$1.57160 |
| Univar USA Inc. | no bid | no bid | no bid | no bid | no bid | no bid | no bid |

Lowest responsive bid

Antioch FY 2019/20 Estimated Purchase Amount: \$325,620

ATTACHMENT B-2

BACC - Ammonium Sulfate Bid No. 02-2019 (from 2019 bid)
prices will be extended to next fiscal year (FYE 2021) renewals:
\$1.22/gal for East Bay and North Bay regions and \$1.59/gal for South Bay Region

From: [ISS Admin](#)
To: [Gemma Lathi](#)
Cc: CSR@industrialsolutionservices.com; "ISS Admin"
Subject: RE: BAY AREA CHEMICAL CONSORTIUM - REQUEST FOR BIDS 2020
Date: Tuesday, March 31, 2020 10:59:51 AM

EXTERNAL – check for red flags

Hi Gemma, Just so that we are clear, we will honor the past years pricing to all users of LAS going forward to this next or upcoming year.

Any questions, please call me.

Best regards,
Allen

Allen E. Armstrong
President/CFO
Industrial Solution Services, Inc.
"The Urea to NH₃ Solution"
909-931-1860
909-931-1960 Fax
www.industrialsolutionservices.com



From: Gemma Lathi <lathi@dsrcsd.com>
Sent: Wednesday, March 25, 2020 10:35 AM
To: Gemma Lathi <lathi@dsrcsd.com>; 'Lorien Fono' <lfono@bacwa.org>
Subject: RE: BAY AREA CHEMICAL CONSORTIUM - REQUEST FOR BIDS 2020

Potential BACC Bidders,

Just wanted to let you know that BACC has decided to cancel the bids in response to the COVID-19 situation. Addendum No. 2 – Cancellation of Bids will be issued first thing tomorrow.

Thank you for your understanding and we hope that everyone is staying safe and well.

Regards,

BAY AREA CHEMICAL CONSORTIUM

FINAL Bid Tabulation for **Bid No. 02-2019**
 Supply and Delivery of **Ammonium Sulfate**
 for the period **FYE 2019/2020**
 Bid Open Date **Tuesday, April 2, 2019 at 9:00 PDT**

| Name of Bidder | 40% Liquid Solution, unit price per gal | | |
|-------------------------------------|---|-----------|-----------|
| | East Bay | North Bay | South Bay |
| Hill Brothers Chemical Company | \$2.20000 | \$2.20000 | \$2.20000 |
| Brenntag Pacific, Inc. | \$1.95000 | \$1.95000 | \$2.79000 |
| Industrial Solutions Services, Inc. | \$1.22000 | \$1.22000 | \$1.59000 |
| Pacific Star Chemical | \$1.69000 | \$1.75000 | \$2.24000 |
| Univar USA Inc. | no bid | no bid | no bid |
| Argo Chemical, Inc. | \$1.65000 | \$1.69000 | \$2.28000 |

Lowest Responsive Bid

Antioch FY 2019/20 Estimated Purchase Amount: \$74,300



Date: March 19, 2020

To: Gemma Lathi, Administrative Analyst II,
Operations Department of Dublin San Ramon.

Subject: Bulk Water Treatment Chemicals Availability and Contract Terms

Univar Solutions is proud to be your bulk water treatment chemical supplier of sodium hypochlorite, sodium hydroxide & sodium bisulfite. We recognize the need for certainty in these unsettled times. Univar, as the largest distributor of bulk water treatment chemicals in United States, has a critical role in the manufacture, distribution, and supply of these bulk chemicals. To ensure Univar has product for all our municipalities and retail bottlers, Univar along with our Supply Partners have implemented some new processes that include:

- *Implementing business continuity plans at all our locations. Some details include daily wipe down of equipment and with non-overlapping employee shifts.*
- *All non-production essential employees will work remotely*
- *Increased raw material purchases at our manufacturing locations*
- *Increased stock of all of our packaged materials at our warehouses*

Planning is key to our success to ensuring we meet everyone's needs during this period. We ask your team keep us informed of any material changes to your particular needs or demand pattern.

If helpful to your Organization, Univar will extend our current bulk water treatment chemical supply agreements on the following terms:

- ***Sodium Hypochlorite: honor the current pricing and extend any of our current supply contract for another year.***
- ***Sodium Hydroxide: A \$50 per dry short ton reduction in current pricing and extend any of our current supply contract for another year***
- ***Sodium Bisulfite: honor the current pricing and extend any of our current supply contract for another year***

Please let your Univar municipal specialist know if this of value to your community and supply planning.

Thank you for your trust and your business

Univar Solutions

Jennifer Perras

Municipal Specialist

Univar Solutions USA Inc.

P: (253) 872-5040

M: (206) 249-6109

F: (253) 872-5041

jennifer.perras@univarsolutions.com

| NEW EMAIL ADDRESS

muniteam-west@univarsolutions.com

| NEW EMAIL ADDRESS

univarsolutions.com



Univar Solutions

Innovate. Grow. Together.

Coley, Tim

To: Jennifer Perras
Subject: RE: City of Antioch contract extension for NaOH and NaOCL for FY21

From: Jennifer Perras <jennifer.perras@UnivarSolutions.com>
Sent: Tuesday, March 31, 2020 2:57 PM
To: Coley, Tim <Tcoley@ci.antioch.ca.us>
Cc: Gutowski, Mark <mgutowski@ciantiochcaus.onmicrosoft.com>
Subject: RE: City of Antioch contract extension for NaOH and NaOCL for FY21

Hello Tim,

Thank you for the email.

The Sodium Hydroxide price will be reduced by \$50.00 DST. I highlighted your new price below.

BACC 2019 BID (12-2019)

2019 BID PRICING

| Sodium Hydroxide 20% | | Bid Price | | | 2019 | | 2020 Renewal | |
|----------------------|-----------|-----------|-----------|---------|-----------|------|--------------|-----|
| Central Valley | \$ 0.6009 | /gal | \$ 0.2946 | /dry lb | \$ 589.12 | /dst | \$ 539.12 | /ds |
| Marin Sonoma Napa | \$ 0.7466 | /gal | \$ 0.3660 | /dry lb | \$ 731.96 | /dst | \$ 681.96 | /ds |
| Sacramento | \$ 0.5914 | /gal | \$ 0.2899 | /dry lb | \$ 579.77 | /dst | \$ 529.77 | /ds |
| Sodium Hydroxide 25% | | Bid Price | | | 2019 | | 2020 Renewal | |
| Central Valley | \$ 0.8716 | /gal | \$ 0.3272 | /dry lb | \$ 654.32 | /dst | \$ 604.32 | /ds |
| Marin Sonoma Napa | \$ 0.6886 | /gal | \$ 0.2585 | /dry lb | \$ 516.95 | /dst | \$ 466.95 | /ds |
| Sacramento | \$ 0.7184 | /gal | \$ 0.2697 | /dry lb | \$ 539.36 | /dst | \$ 489.36 | /ds |
| South Bay | \$ 0.7482 | /gal | \$ 0.2809 | /dry lb | \$ 561.73 | /dst | \$ 511.73 | /ds |
| Tri Valley | \$ 0.7181 | /gal | \$ 0.2696 | /dry lb | \$ 539.13 | /dst | \$ 489.13 | /ds |
| Sodium Hydroxide 30% | | Bid Price | | | 2019 | | 2020 Renewal | |
| Marin Sonoma Napa | \$ 1.1072 | /gal | \$ 0.3324 | /dry lb | \$ 664.78 | /dst | \$ 614.78 | /ds |
| North Bay | \$ 0.8285 | /gal | \$ 0.2487 | /dry lb | \$ 497.46 | /dst | \$ 447.46 | /ds |
| Contra Costa | \$ 0.2487 | /dry lb | \$ 0.2487 | /dry lb | \$ 497.46 | /dst | \$ 447.46 | /ds |
| Sacramento | \$ 0.8692 | /gal | \$ 0.2610 | /dry lb | \$ 521.90 | /dst | \$ 471.90 | /ds |
| Sodium Hydroxide 50% | | Bid Price | | | 2019 | | 2020 Renewal | |
| Central Valley | \$ 1.4202 | /gal | \$ 0.2227 | /dry lb | \$ 445.41 | /dst | \$ 395.41 | /ds |
| East Bay | \$ 1.4350 | /gal | \$ 0.2250 | /dry lb | \$ 450.05 | /dst | \$ 400.05 | /ds |
| Marin Sonoma Napa | \$ 1.4570 | /gal | \$ 0.2285 | /dry lb | \$ 456.97 | /dst | \$ 406.97 | /ds |
| North Bay | \$ 1.3911 | /gal | \$ 0.2181 | /dry lb | \$ 436.29 | /dst | \$ 386.29 | /ds |
| Sacramento | \$ 1.4720 | /gal | \$ 0.2308 | /dry lb | \$ 461.65 | /dst | \$ 411.65 | /ds |
| Tri Valley | \$ 1.4274 | /gal | \$ 0.2238 | /dry lb | \$ 447.68 | /dst | \$ 397.68 | /ds |

Thank you,

BAY AREA CHEMICAL CONSORTIUM

Final Bid Tabulation for **Bid No. 12-2019**
 Supply and Delivery of **Sodium Hydroxide**
 for the period **FYE 2019/2020**

Bid Open Date **Tuesday, April 2, 2019 at 9:00 PDT**

Addenda Issue: **Two (2) dated March 21, 2019 and March 26, 2019**

| Name of Bidder | 50% Caustic, Unit Price Per GALLON | | | | | |
|----------------------------|------------------------------------|-----------|-------------------|-----------|------------|------------|
| | Central Valley | East Bay | Marin Sonoma Napa | North Bay | Sacramento | Tri Valley |
| Brenntag Pacific, Inc. | \$1.52000 | \$1.54200 | \$1.55100 | \$1.55100 | \$1.56300 | \$1.53100 |
| Univar | \$1.42020 | \$1.43500 | \$1.45700 | \$1.39110 | \$1.47200 | \$1.42740 |
| Olin Chlor Alkali Products | \$2.22400 | \$1.98200 | \$2.03900 | \$1.97200 | \$2.08600 | \$1.98300 |

Lowest bid price for the region based on lowest aggregate cost for the region (see Preliminary Overall Per Region tab for details)

Antioch FY 2019/20 Estimated Purchase Amount: \$297,910

BAY AREA CHEMICAL CONSORTIUM

Final Bid Tabulation for **Bid No. 13-2019**
 Supply and Delivery of **Sodium Hypochlorite 12.5%**
 for the period **FYE 2019/2020**
 Bid Open Date **Tuesday, April 2, 2019 at 9:00 PDT**

| Name of Bidder | Unit price per gallon | | | | | | | | Optional Bid Item IN | |
|----------------|-----------------------|-----------|-------------------|-----------|-----------|------------|-----------|------------|----------------------|------------|
| | Central Valley | East Bay | Marin Sonoma Napa | North Bay | Peninsula | Sacramento | South Bay | Tri Valley | Marin Sonoma Napa | Sacramento |
| Univar | \$0.68730 | \$0.65820 | \$0.70010 | \$0.67470 | \$0.69760 | \$0.78630 | \$0.64130 | \$0.67220 | no bid | no bid |
| Olin Chlor | \$0.69900 | \$0.69900 | \$0.75900 | \$0.71900 | \$0.71900 | \$0.73900 | \$0.71900 | \$0.67900 | no bid | no bid |

Lowest responsive bid per region

Antioch FY 2019/20 Estimated Purchase Amount: \$269,090

Coley, Tim

To: Looney, Mark
Subject: RE: FY 21 BACC chemical bid request

From: Looney, Mark <mark.looney@solvay.com>
Sent: Wednesday, April 01, 2020 7:08 AM
To: Coley, Tim <Tcoley@ci.antioch.ca.us>; Ramy Audi <ramy.audi@solvay.com>; Greg Jankowski <greg.jankowski@solvay.com>
Subject: Re: FY 21 BACC chemical bid request

Tim,
It was good to talk with you this morning. I have been able to review our situation and we are forced to propose an increased price should you elect to renew our contract for another year.

Unfortunately, we have experienced significant cost increases over the past year. We are still willing to supply product for the next contract year but with a revised price. The price for the next year will be \$1.92 per gallon. All other terms remain the same. Please let us know if you have any questions and how you would like to proceed. Thank you.

Mark E. Looney
Vice President Sales and Marketing
Solvay Fluorides, LLC
GBU Special Chem
Phone: (713) 525-6588 Fax: (713) 525-7805 Cell (713)-294-2984
e-mail: mark.looney@solvay.com



3737 Buffalo Speedway, Houston, TX 77098

www.solvaychemicals.us

BAY AREA CHEMICAL CONSORTIUM

Final Bid Tabulation for **Bid No. 08-2019**
 Supply and Delivery of **Hydrofluosilicic Acid**
 for the period **FYE 2019/2020**
 Bid Open Date **Tuesday, April 2, 2019 at 9:00 PDT**

| Name of Bidder | Unit price per gallon | | | | |
|------------------------|-----------------------|-------------------------|-----------|----------------|------------|
| | East Bay | Marin Sonoma Napa | North Bay | Sacrame nto | Tri Valley |
| Solvay | \$1.52000 | \$1.52000 | \$1.52000 | \$1.52000 | \$2.70000 |
| Univar USA Inc. | \$2.00000 | \$2.00000 | \$2.00000 | \$2.00000 | \$2.75000 |
| DuBois Chemicals, Inc. | \$1.93200 | \$1.93200 | \$1.93200 | \$1.93200 | \$3.34800 |

Lowest responsive bid

Antioch FY 2019/20 Estimated Purchase Amount: \$28,785

ATTACHMENT C

March 24, 2020

To all members of the Bay Area Chemical Consortium,

The Bay Area Chemical Consortium (BACC) coordination team is informing you that we are canceling the bids for Fiscal Year Ending 2021 (FYE 2021) that was posted on Wednesday March 18, 2020 with Addendum No. 1 posted on the same day. We have reached this difficult decision in recognition of the high level of uncertainty and limited resources at both our member agencies as well as our chemical suppliers due to the current COVID-19 global crisis. This unprecedented crisis impacts every aspect of our operations and is of unknown duration. We are responding to feedback from our members and suppliers that this is not the time be reevaluating and renegotiating supply chains and logistics.

The current FYE 2020 bid document contained the following stipulation (Section 4.11):

The term of the contract between the respective BACC agency and the successful bidder will be twelve (12) months commencing July 1, 2019, and expiring June 30, 2020, with an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the respective BACC agency and the successful bidder. The price for any succeeding periods of service shall be determined by negotiation between the respective BACC agency and the successful bidder.

BACC recommends that each participating agency exercise the extension option in their current contract with suppliers. We have reached out to Univar, Chemtrade, Thatcher, and Olin Chlor regarding their willingness to extend FYE 2020 prices for another year. So far, Univar has committed to extend the prices. We will pass along communications from our FYE 2020 chemical suppliers as we receive them.

To the agencies that are new participants this year and do not have an existing BACC contract, let us know if there is anything we can do to help.

We very much appreciate all the work your agency has put into providing information to support the FYE 2021 bid and are hopeful that we will be able to successfully coordinate a new bid for FYE 2022. Thank you for your understanding.

Addendum No. 2 for Notice of Bid Cancellation will be issued as soon as possible within this week.

Best regards,

Lorien Fono, BACWA Executive Director
Jeff Carson, Operations Manager, Dublin San Ramon Services District
Gemma Lathi, Administrative Analyst II, Dublin San Ramon Services District

Attachments:

Univar extension letter 3/19/20
Chemtrade extension offer 3/24/20
Thatcher reply 3/24/20
Olin Chlor reply 3/24/20

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst II *PH*

APPROVED BY: Bailey Grewal, Interim Public Works Director/City Engineer *BG*

SUBJECT: Resolution Annexing Assessor's Parcel Number 051-200-025 and 051-200-026 (AMCAL) into CFD No. 2018-02 (Police Protection)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution annexing assessor's parcel number (APN) 051-200-025 and 051-200-026 (AMCAL) into Community Facilities District (CFD) No. 2018-02 (Police Protection).

FISCAL IMPACT

As part of a Development Agreement (DA), AMCAL is allowed to pre-pay an estimated 15 years' worth of tax at the time of annexation into CFD 2018-02. This element of the DA satisfies project Condition of Approval J-4 (2019/74) where AMCAL has been required to annex into CFD 2018-02. During the 15-year period, there will be no tax for CFD 2018-02 levied on APNs 051-200-025 and 051-200-026. When that 15-year period is over, the property owner(s) of those APNs shall be subject to the CFD tax rate at that time. The agreed total amount of pre-payment by AMCAL for CFD No. 2018-02 is \$1.28M which is included in the fiscal year 2019-21 adopted budget.

DISCUSSION

Resolution No. 2018/113, adopted by the City Council on September 11, 2018, authorizes the City to annex properties into CFD No. 2018-02 and to assess them for eligible Police Protection without further public hearings or formal elections upon receipt of written consent from the owner(s).

As part of the tentative map approval, AMCAL Antioch Fund LP was conditioned to annex their multi-family subdivision (APN 051-200-025 and 051-200-026) into a CFD for Police Protection. The project is located approximately 300 feet west of Highway 160 at 3530 through 3560 East 18th Street.

The owner has given consent and approval that all APNs be annexed to CFD No. 2018-02 (Attachment B). The owner has agreed and intends that such consent and approval constitute election to annex to CFD No. 2018-02 and approval of the authorization for the levy of the Special Tax within the property.

The Boundary Map (Attachment C) shows the location of the following properties to be added as Annexation No. 6 to CFD No. 2018-02 for Police Protection: APN 051-200-025 and 051-200-026 AMCAL Antioch Fund LP.

The implementation date of the tax levy will be tracked internally by the City's CFD administrator and by APN through Community Development's permitting software with flags and restriction notices. Externally, the City's contract consultant for CFDs will utilize their proprietary software to flag and track the implementation date. Additionally, beginning this next fiscal year and continuing each subsequent year, the contract consultant will provide a footnote on the annual CFD tax levy summary page. Information related to the implementation date for this annexation will be listed in the footnote. The summary page presents a total number of parcels and estimated revenue for each CFD. That page is verified and signed by the City's CFD administrator and authorizes the consultant to proceed with the annual tax levy. The summary page is kept on file with the City and with the contract consultant. In the event the City is no longer contracted with the current consultant, they are required to forward all CFDs information, including the reminder date, to the new consultant.

It is recommended that the City Council adopt the attached resolution (Attachment A) certifying and adding the above property to CFD No. 2018-02 (Police Protection). If approved by the City Council, an amended Boundary Map and an Amendment of Notice of Special Tax Lien for CFD 2018-02 (Police Protection) shall be filed with the Contra Costa County Recorder's Office within fifteen (15) days of the resolution to annex.

ATTACHMENTS

- A: Resolution
- B: Consent and Election to Annex with Notary Acknowledgement
- C: Boundary Map of Annexation No. 6 to CFD No. 2018-02 (Police Protection)
- D: Amended Notice of Special Tax Lien

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ANNEXING ASSESSOR'S PARCEL NUMBER 051-200-025 AND 051-200-026
(AMCAL) INTO CFD NO. 2018-02 (POLICE PROTECTION)**

WHEREAS, Resolution No. 2018/113, adopted by the City Council on September 11, 2018, authorizes the City to annex properties into CFD No. 2018-02 and to assess them for eligible Police Protection without further public hearings or formal elections upon receipt of written consent from the owner(s);

WHEREAS, AMCAL Antioch Fund LP has given its written consent and approval to have APN 051-200-025 and 051-200-026 annexed into CFD No. 2018-02 (Police Protection); and

WHEREAS, AMCAL Antioch Fund LP intends that such consent and approval constitute election to annex into CFD No. 2018-02 (Police Protection), and approval of the authorization for the levy of the Special Tax within the properties, respectively.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that APN 051-200-025 and 051-200-026 is hereby annexed into CFD No. 2018-02 (Police Protection).

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of May 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING
COMMUNITY FACILITIES DISTRICT**

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(POLICE PROTECTION)**

To: CITY COUNCIL OF THE CITY OF ANTIOCH IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE ABOVE ENTITLED COMMUNITY FACILITIES DISTRICT:

1. The undersigned is the owner (the "Owner"), or the duly authorized representative of the Owner, of the real property as described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and in such capacity, possesses all legal authority necessary to execute this Consent and Election as and on behalf of the Owner in connection with the annexation of the Property to the District (as defined below).

The Owner is:

AMCAL Antioch Fund, LP

(Type or print the Full Name of the Owner or Owners of the Property in the above spaces.)

2. The Owner is aware of and understands the following:
 - A. The City of Antioch has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982", (Government Code Section 53311 and following) (the "Act") to form a community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION) (the "District") to finance the increased demand for Police Protection (the "Services") resulting from new development within the District. The services to be financed by the CFD comprise services ("Services") authorized to be financed pursuant to Section 53313 and 53313.5 of the Government Code. CFD 2018-02 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2018-02 before the CFD was created and such Services may not supplant services already available within CFD 2018-02 when the CFD was created.

For a full and complete description of the Police Protection, reference is made to the final CFD Report, a copy of which is on file in the Office of the City Clerk. For all particulars, reference is made to said CFD Report.
 - B. The City has also undertaken proceedings pursuant to Article 3.5 of the Act to provide for the future annexation of certain territory, including the Property, to the

Note:

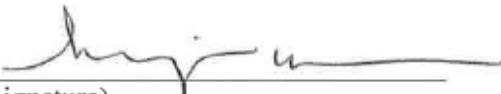
1. Signatures of property owner(s) or representatives must be notarized.
2. Proof of Authorization to sign is required for Corporations, Partnerships, Limited Liability Companies, Trusts, etc.

District. On October 23, 2018, the City held a public hearing as required by the Act, to consider the future annexation of such territory, including the Property, to the District. Notice of such hearing was given in the form and manner as required by law. A protest to such future annexation was not received from 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing in the territory proposed to be annexed in the future or the owners of one-half or more of the area of land in the territory proposed to be annexed in the future. At the conclusion of such public hearing, the legislative body of the City did approve and provide for the annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional hearings.

THE UNDERSIGNED DOES HEREBY CERTIFY UNDER PENALTY OF PERJURY AS FOLLOWS:

3. The Owner consents and elects to and expressly approves annexation of the Property to the District and the authorization for the levy of the Special Tax within the Property without further public hearing and without an election conducted pursuant to the provisions of Government Code Section 53339.7 and Article 2 of the Act and the Elections Code of the State of California. Owner agrees and intends that such consent and approval constitutes Owner's election to annex the Property to the District and to approve the authorization for the levy of the Special Tax within the Property.
4. The Owner waives any right, which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City or the District to authorize the future annexation of the Property to the District or the authorization for the levy of the Special Tax within the Property, any necessity, requirement, right or entitlement for further public hearing or election pertaining to the annexation of the Property to the District and the levy of the Special Tax within the Property.
5. The Owner specifically authorizes the levy of the Special Tax on the Property pursuant to the rate and method of apportionment set forth in Exhibit B to pay for the authorized Police Protection.

EXECUTED this 18th day of February, 2020, in Agoura Hills, California.


(Signature)

Arjun Nagarkatti, President
Type or print name of signor

(Signature)

Type or print name of signor

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 Los Angeles)

On 02-20-2020 before me, Sheri D. Wilhelm, Notary Public
(insert name and title of the officer)

personally appeared Arjun NagarKatti
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)



**CORPORATE RESOLUTION
OF
AMCAL Antioch Fund, LP**

At a meeting of the Board of Directors of AMCAL Antioch Fund, LP (the "Company"), duly held on December 5, 2019, at which meeting all directors were in attendance, the following resolutions were unanimously adopted:

WHEREAS, this Company has determined that it wishes to develop, and operate as affordable housing, a site located in Antioch, California, commonly known as Antioch 18th Street Apartments ("Project").

WHEREAS, it is deemed desirable and in the best interests of this Company that the following actions be taken by the company:

NOW THEREFORE, BE IT RESOLVED:

That this Company has entered into a limited partnership known as "AMCAL Antioch Fund, LP" a California limited partnership ("Partnership"), as a general partner thereof.

That this Company hereby ratifies the acquisition, development, and operation of the Project, and that the Company on behalf of itself and the Partnership is authorized to enter into and execute contractual obligations including City of Antioch Angeles Entitlement, Permitting and Housing Documents including, but not limited to, any covenants or applications for entitlements related to the Project.

RESOLVED:

That Percival Vaz
Chief Executive Officer

And Arjun Nagarkatti
President

And Luxmi Vaz
Secretary

Each be authorized, acting together, on behalf of this Company and on behalf of the Partnership to execute any and all instruments which are necessary to complete the applications for entitlements, and subsequent contract(s) in conjunction therewith, including but not limited to City of Antioch Land Use Regulatory Agreement, covenants, entitlement applications or other documentation that may be required by the City of Antioch, and any and all loan documents and certificates, contracts in the name of and on behalf of the Company or Partnership, instruments transferring real or personal property (or security interests in them) to or from the Company or Partnership, checks, drafts, other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company or Partnership.

RESOLVED: That the authority conferred by this resolution shall be considered retroactive, and any and all acts authorized in this resolution that were performed before the passage of this resolution are approved and ratified. The authority conferred by this resolution shall continue in full force and effect until otherwise noticed in writing, certified by the Secretary of the Company, of the revocation of this authority by a resolution duly adopted by the Board of Directors of this Company.

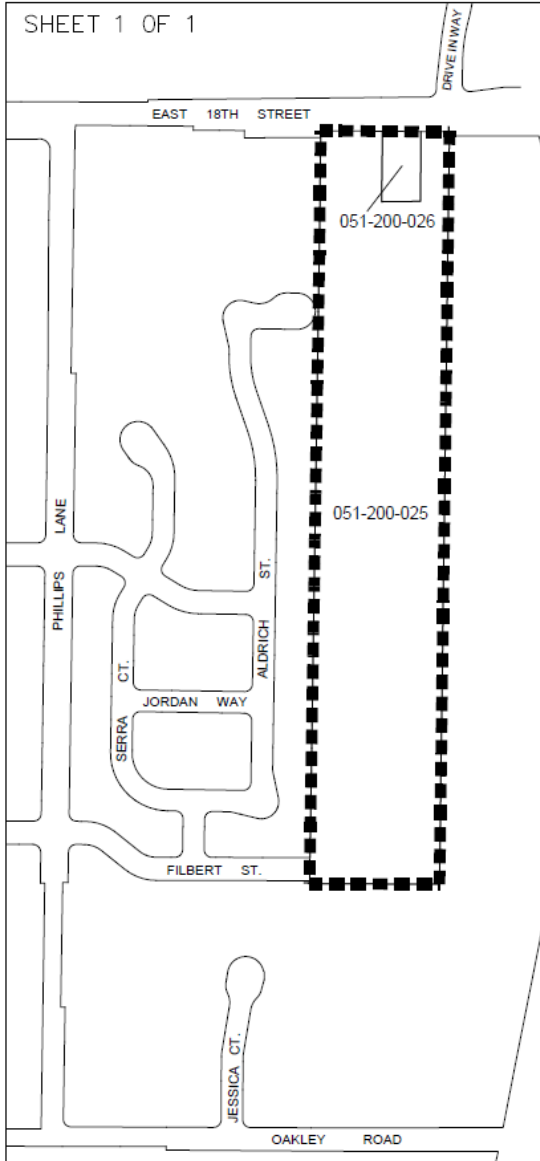
I, Luxmi Vaz, Secretary of the Company, duly organized and existing under the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution of the Board of Directors of the Company, duly and regularly passed and adopted by the Board of Directors of the Company.

Executed as of December 5, 2019



Luxmi Vaz
Secretary

**ANNEXATION MAP NO. 6 OF
CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(POLICE PROTECTION)
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA**



Assessor Parcel Numbers within the Boundaries of Annexation Map No. 6 of City of Antioch Community Facilities District No. 2018-02 (Police Protection):
051-200-025
051-200-026

Reference is hereby made to that certain map entitled "Proposed Boundaries of City of Antioch Community Facilities District No. 2018-02 (Police Protection), County of Contra Costa, State of California," recorded on September 27, 2018, under Document No. 2018-0514332-00, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of the County of Contra Costa, State of California, which this Annexation Map affects.

Reference is hereby made to the Assessor maps of the County of Contra Costa, State of California, for a description of the lines and dimensions of each lot and parcel.

STATE HIGHWAY 4

LEGEND

- ▬ Boundaries of Annexation Map No. 6 of
- ▬▬▬▬▬ City of Antioch Community Facilities District No. 2018-02 (Police Protection), Contra Costa County, California
- ▬ Assessor Parcel Line



- (1) Filed in the office of the Clerk of the City of Antioch this ____ day of _____, 2020.

Arne Simonsen, Clerk of the City of Antioch, California

- (2) I hereby certify that the within map showing the proposed boundaries of Annexation Map No. 6 of City of Antioch Community Facilities District No. 2018-02 (Police Protection), City of Antioch, County of Contra Costa, State of California, was approved by the City Council of the City of Antioch at a regular meeting thereof, held on the ____ day of _____, 2020, by its Resolution No. _____.

Arne Simonsen, Clerk of the City of Antioch, California

- (3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number _____, this ____ day of _____, 2020, at ____ m., in Book _____ of Maps of Assessment and Community Facilities Districts at page _____, in the office of the county recorder in the County of Contra Costa, State of California, at the request of the City of San Ramon in the amount of \$ _____.

Joseph E. Canciamilla
County Clerk-Recorder

By: _____

ATTACHMENT "D"

RECORDED AT REQUEST OF:

**City of Antioch
Public Works Department
Engineering & Development Services Division
Attn: Phil Hoffmeister
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007**

**THIS SPACE FOR RECORDERS
USE ONLY**

(No fee for recording pursuant to Government Code §27383)

**Amendment to the Notice of Special Tax Lien
(Notice of Annexation)
Annexation No. 6
City of Antioch
Community Facilities District No. 2018-02
(Police Protection)**

APN 051-200-025 and 051-200-026

**City of Antioch
County of Contra Costa
State of California**

May 2020

**AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN
(NOTICE OF ANNEXATION)**

ANNEXATION NO. 6

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(POLICE PROTECTION)**

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code and Section 53339.8 of the Government Code, the undersigned City Clerk of the City of Antioch, acting for and on behalf of the legislative body of the CITY OF ANTIOCH, COMMUNITY FACILITIES DISTRICT NO. 2018-02 (Police Protection), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HEREBY GIVES NOTICE that a lien is hereby imposed to secure payment of a special tax which the City Council of the City of Antioch, County of Contra Costa, State of California, acting in its capacity as the legislative body of such Community Facilities District is authorized to annually levy for the following purpose:

To finance increased demand for Police Protection resulting from new development within the District

The special tax is authorized to be levied on the property described in "Exhibit A" attached hereto (the "Annexed Property") which has been annexed to the District, which has now been officially formed, and the lien of the special tax is a continuing lien, which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and cancelled in accordance with law or until the special tax ceases to be levied and an notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached, referenced and incorporated Exhibit "B", and the special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, as applicable, the legislative body of the District may, by resolution, establish and adopt an alternative or supplemental collection procedure as necessary.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon the Annexed Property in accordance with Section 3115.5 of the Streets and Highways Code.

The names of the owners of the Annexed Property as they appear on the last secured assessment roll as of the date of recording of this Notice and Assessor's tax parcels numbers of all parcels or any portion thereof which are included within the

Annexed Property are as set forth on the attached, referenced and incorporated Exhibit "C".

Reference is made to the following:

1. "Proposed Boundaries of City of Antioch Community Facilities District No. 2018-02 (Police Protection), County of Contra Costa, State of California", recorded on September 27, 2018 under Document No. 2018-0154332, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the Office of the County Recorder of the County of Contra Costa, State of California.
2. "City of Antioch Community Facilities District No. 2018-02 (Police Protection), Rate and Method of Apportionment of Special Tax" attached as Exhibit B to Resolution No. 2018/113 adopted by the City of Antioch City Council on September 11, 2018
3. "Notice of Special Tax Lien, City of Antioch, Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa)", recorded on November 07, 2018 under Document No. 2018-0181159, in the Office of the County Recorder of the County of Contra Costa, State of California.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

Dated: _____

CITY CLERK, CMC
City Clerk of the City of Antioch
STATE OF CALIFORNIA

EXHIBIT A

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING
COMMUNITY FACILITIES DISTRICT**

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT No. 2018-02
(POLICE PROTECTION)**

ANNEXATION No. 6

051-200-025 and 051-200-026

ASSESSOR'S PARCEL NUMBER(S)

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT No. 2018-02
(POLICE PROTECTION)**

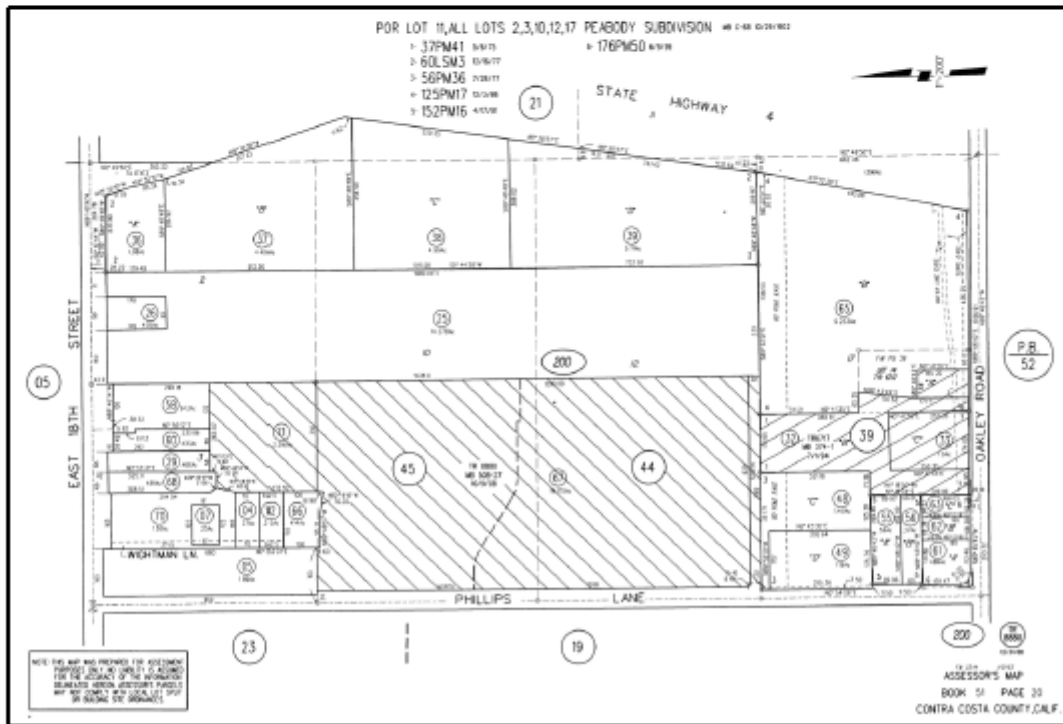


EXHIBIT B

CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Antioch Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa) ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the Council through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Age-Restricted Residential Property” means all Assessor’s Parcels of Developed Property which are identified and designated as Active Adult Senior Housing pursuant to City Municipal Code Section 9-5.203

“Assessor’s Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Authorized Services” means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

“CFD Administrator” means an official of the City or CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2018-02” means City of Antioch Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa).

“City” means the City of Antioch.

“City Manager” means the City Manager of the City of Antioch.

“Council” means the City Council of the City of Antioch, acting as the legislative body of CFD No. 2018-02.

“County” means the County of Contra Costa.

“Developed Property” means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2018 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Dwelling Unit” means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one (1) family and its guests, with sanitary facilities and one (1) kitchen provided within the unit. Boarding or lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1.

“Maximum Special Tax” means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

“Multi-Family Residential Property” means, all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of more than two (2) Dwelling Units, including, but not limited to, triplexes, condominiums, and apartment units.

“Property Owner Association Property” means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

“Proportionately” means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

“Residential Property” means, for each Fiscal Year, all Assessor’s Parcels of Developed Property for which a Building Permit was issued after January 1, 2018 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, for purposes of constructing one (1) or more residential Dwelling Units.

“Resolution of Formation” means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2018-02.

“San Francisco Urban Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco – Oakland – San Jose Area, measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD

Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco – Oakland – San Jose Area.

“Services” means those services authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before such CFD was created and such Services may not supplant services already available within CFD No. 2018-02 when such CFD was created.

“Single Family Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential Dwelling Unit.

“Special Tax” or “Special Taxes” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2018-02 which are not exempt from the Special Tax pursuant to law or Section E below.

“Undeveloped Property” means, for each Fiscal Year, all property not classified as Developed Property, Property Owner Association Property, or Public Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor’s Parcels, as applicable within CFD No. 2018-02, shall be classified by the CFD Administrator as Developed Property, Undeveloped Property, Property Owner Association Property, or Public Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Developed Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. All Developed Property shall be assigned to Land Use Classes 1, 2, or 3 as listed in Table 1.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Developed Property is shown below. Under no circumstances shall a Special Tax be levied on additions to Dwelling Units which have been categorized in prior Fiscal Years as Developed Property.

TABLE 1

**Maximum Special Taxes for Developed Property
For Fiscal Year 2018-19
Community Facilities District No. 2018-02**

| Table 1: Residential Property | | |
|--------------------------------------|---|---------------------------------|
| Land Use Class | Police Protection Services Special Tax | FY 2018-2019 Maximum Tax |
| 1 | Single Family Residential Property | \$473.93 |
| 2 | Multi-Family Residential Property | \$300.16 |
| 3 | Age-Restricted Residential Property | \$236.97 |

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the San Francisco Urban Consumer Price Index (during the twelve (12) months prior to December of the previous Fiscal Year) or two percent (2.00%), with a maximum annual increase of four (4.00%) percent for any given Fiscal Year.

2. Undeveloped Property

No Special Taxes shall be levied on Undeveloped Property.

3. Prepayment of Special Tax

No prepayment of the Special Tax shall be permitted in CFD No. 2018-02.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

In addition to Undeveloped Property being exempt from annual Special Taxes, no Special Tax shall be levied on Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

G. MANNER OF COLLECTION

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2018-02 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2018-02 from time to time. As each annexation is proposed, an analysis may be prepared to determine the annual cost for providing Authorized Services to such parcels. Based on this analysis, any parcels to be annexed, pursuant to California Government Code Section 53339 *et seq.* will be assigned the approximate Maximum Special Tax rates when annexed.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the sole discretion of the Council.

EXHIBIT C

**Property in City of Antioch
Community Facilities District No. 2018-02
(Police Protection)**

Annexation No. 6

The property in the City of Antioch Community Facilities District No. 2018-02 (Police Protection) Annexation No. 6 (County of Contra Costa) (State of California) is owned and identified as shown below:

| <u>Owner</u> | <u>Assessor's Parcel Numbers</u> |
|-----------------------|---|
| AMCAL Antioch Fund LP | 051-200-025 and 051-200-026 |


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Powell Meads, Police Lieutenant

APPROVED BY: Tammany Brooks, Chief of Police 

SUBJECT: Resolution Approving Purchase of Meggitt Systems Training Simulator with Sole Source Justification

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a sole source request and authorizing the City Manager to execute a purchase agreement with Meggitt Training Systems, Inc. in an amount not to exceed \$66,878.90.

FISCAL IMPACT

This purchase is included in the fiscal year 2020 Federal Asset Forfeiture budget.

DISCUSSION

Chief Brooks has identified technological advancements and police officer training as two of his highest priorities for the Antioch Police Department. There has been a national focus on crisis intervention and police use of force, while mass shootings have become more and more prevalent. Having properly trained police officers who can make appropriate, split-second decisions regarding use of force is of the utmost importance.

Meggitt Training Systems produces a variety of realistic simulation training systems. The FATS 100P system is a compact, portable system that can be used in any moderate sized room and is easily transported to any training location. The FATS 100P system would provide APD Officers with judgement-based training on escalation and de-escalation of force, active shooter scenarios, as well as marksmanship and other weapon handling skills. Additionally, this would afford APD the opportunity to provide similar training to Community Service Officers, Citizen Academy and Youth Academy attendees, or other members of the community at the Chief's discretion.

The wireless weapon simulators that accompany the FATS 100P system (BlueFire) are unique and patented by Meggitt. The Bluefire weapon simulators are nearly identical to their live counterparts in form and functionality. APD issues Glock Model 17 firearms

and Taser X26 conducted electrical weapons. Both models are available in the Bluefire line of weapons, which allows for an extremely realistic training experience in areas such as marksmanship, shooting fundamentals, weapon safety, reloading, and weapon malfunctions.

This project is being sole sourced due to the unique nature of the training system and Bluefire line of weapon simulators.

ATTACHMENTS

- A. Resolution
- B. Quote from Meggitt Training Systems, Inc

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SOLE SOURCE REQUEST AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH MEGGITT TRAINING SYSTEMS
TO PURCHASE A SIMULATION TRAINING SYSTEM**

WHEREAS, Chief Brooks has identified technological advancements and police officer training as two of his highest priorities for the Antioch Police Department;

WHEREAS, Meggitt Training Systems, Inc. (“MTSI”), manufactures realistic simulation training systems that provide critical training for police officers using innovative technology;

WHEREAS, the FATS 100P Training System and Bluefire Weapon Simulators are unique training products and can only be provided by MTSI;

WHEREAS, the cost to purchase this simulation training system is anticipated not to exceed \$66,878.90; and

WHEREAS, the Antioch Police Department has budgeted for this expenditure in the approved fiscal year 2019/2020 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the sole source request and authorizes the City Manager to execute an agreement with MTSI to purchase a FATS 100P Training System and BlueFire Weapon Simulators in an amount not to exceed \$66,878.90 and in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 12th day of May 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**

Antioch Police Department

MEGGITT
Proposal

FATS® 100P Portable Virtual Training System



Submitted To:

Antioch Police Department
Attn: Lt. Robert Meads
300 "L" Street
Antioch, CA 94509
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MTSI Point Of Contact:

Juan Carlos Barillas
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Email: juan.barillas@meggitt.com

Document No.: MTS20USL5324 Rev 1

Submit Date: 2 April 2020

Valid Until: 30 June 2020

Prepared by: Melissa Boltz
Proposal Manager

USE AND DISCLOSURE OF DATA: Any and all information and data contained herein is the property of Meggitt Training Systems (MTS); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to MTS as a result of, or in connection with this proposal offer, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

DESTINATION CONTROL STATEMENT: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

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Proposal Revision History:

| Revision | Section No./Title | Revision Notes - Description of changes |
|----------|-------------------|---|
| Original | Not Applicable | Original Release |
| 1 | 5 / Pricing | 3 Year Extended Warranty offered at no charge |
| | | |

1 Overview

The **Antioch Police Department** will be able to train officers to safely and effectively fire their weapons, engage threats and make proper decisions in situations similar to those they may encounter in real engagements.

Meggitt Training Systems, Inc. (MTSI) is providing this proposal for a simulation training system to support marksmanship and use of force training. The new FATS® 100P system (Figure 1-1) provides an impressive array of functionality for both instructor and trainee, delivering solid weapon handling and shot placement analytics, coaching tools that automatically highlight trainee results for reinforcement or correction, and enhanced graphic capabilities for an all-encompassing immersive training platform.

Key Benefits:

The proposed MTSI system provides the following key benefits:



The proposed FATS® 100P system provides a compact *patrol car portable* comprehensive firearms training solution that covers the complete training gamut ranging from basic-to-advanced judgmental training to escalation of force and individual marksmanship training. The system is designed to support current and future training needs (i.e. protect your investment).



The user can conduct Judgmental Training using high definition video scenarios. These scenarios provide dynamic escalation and de-escalation of force training that requires the trainee to quickly assess and react to verbal cues, facial expressions and overall body language. Training is aided by multi-branching scenarios that force the trainee to display proper departmental procedures in a controlled environment.

FATS® 100P PORTABLE VIRTUAL TRAINING SYSTEM

General Capabilities

- Portable system – sized for easy transport in a patrol car
- Comprehensive training tools improve trainees' weapon handling skills
- Individual Marksmanship and Judgmental Use of Force Training cover a full spectrum of training
- High fidelity simulation provides positive training transfer from the simulator to live fire ranges and real engagements
- Training of up to five (5) trainees simultaneously for Marksmanship Training and up to six (6) trainees/ weapons for Judgmental Use of Force training
- High fidelity weapon simulators support training of trainees to properly handle and fire weapons
- Real-time Instructor Operator Station (IOS) feedback of weapon sensor data and exercise data supports instructor monitoring of trainees' performance
- Instructor initiation of weapon malfunctions forces trainees to perform immediate action drills while being engaged in an exercise
- Effective AAR tools support review of training results with trainees after an exercise
- Integrated Marksmanship and Video Authoring Capability allows for customization of training

Figure 1-1. FATS® 100P System (Typical)



FATS® 100P is a single screen, portable system with enhanced user interface, auto coaching, 360° sound effects and other advanced training features. The most powerful feature is the variety of measurable feedback possible with the system. Screen not shown.



The user can conduct individual marksmanship training using MTSI's new Advanced 3D Marksmanship Training Mode for realistic weapon skills and handling in a safe environment.



The Instructor can control and monitor marksmanship training. This is aided by MTSI's new patent-pending intelligent Automatic Coaching feature with enhanced diagnostics. The Automatic Coaching feature analyzes weapon sensor feedback data and shot results data to highlight trainee errors. This provides the instructor with visibility of the errors and with links to video clips and customer-integrated training manuals to demonstrate the firing proper techniques to the trainee.



The user can train with high fidelity weapon simulators that provide a positive training transfer between simulation, live fire training and real engagements. MTSI provides the highest fidelity small arms weapon simulators in the associated marketplace and our weapon simulator inventory is large. The combination of the FATS® 100P system and MTSI's tetherless BlueFire® weapon simulators offers the highest fidelity training standard in the industry. Our

tetherless BlueFire® weapon simulators, provided for many service rifles and pistols, retain the realistic physical/functional characteristics of the real weapon while providing weapon sensor feedback and instructor control (malfunctions) of our tethered weapon simulators.



The user is able to pick weapon/training fidelity configurations to meet their training budget. The FATS® 100P works with a variety of weapon simulator types and configurations. This ranges from our high end tetherless BlueFire® weapon simulators to economical wireless laser inserts. The most economical weapon simulator configuration, the wireless laser inserts, provides basic training capabilities while our tetherless BlueFire® weapon simulators support basic to advanced training capabilities with added weapon control and weapon handling feedback. This range of weapon simulator configuration options offers an upgrade path to protect your initial investment in the FATS® 100P while evolving to meet your training needs.



The Instructor and trainees can conduct after action reviews to allow engagement and shot assessment in the virtual environment while providing detailed trainee diagnostics for skill reinforcement and/or correction.



The user can train up to five (5) trainees simultaneously in the marksmanship mode and up to six (6) trainees/weapon simulators simultaneously in the Use of Force mode. Each trainee can have multiple weapons - up to a total of six (6) weapons simultaneously.

2 System Description

2.1 Overview

Simulated training provides a reliable and successful method of training used by law enforcement, security and military agencies worldwide. The FATS® 100P will provide training in a safe simulation environment to shoot accurately via basic marksmanship training and to make appropriate decisions during Use of Force training.

FATS® 100P offers advantages relative to live fire training:

The FATS® 100P offers several advantages over live fire training:

- More practice time and a wider variety of practice ranges/scenarios
- Tailored training to meet the individual needs of the trainee
- Safe environment where trainees can learn from mistakes/errors that would have dire consequences in the real world
- Progression from a controlled, repeatable environment into the stresses found in everyday situations
- Flexible training that incorporates elements that are difficult or impossible to incorporate in live training such as low light weapon engagements and weapon handling skills

FATS® 100P provides high level of feedback for use by the Instructor during training:

A key feature that makes the FATS® 100P simulation training system so powerful is the level and variety of feedback received by the instructor and the trainees. Each training mode offers measurable feedback on the trainee's performance. The following types of feedback are included:

- Judgmental Training feedback:
 - Real-time weapon point of aim
 - Point of impact
 - Direction of missed shot
 - Real-time trace
 - Negligent discharge
 - Lethal hits
 - Non-lethal hits
 - Use of force decision
 - Level of force decision
- 3D Marksmanship Training feedback:
 - Aim trace analysis that begins 5 seconds before the shot breaks and continues through the recoil for another 2 seconds when the target is exposed
 - Real-time weapon point of aim
 - Point of impact
 - Direction of missed shot

- Negligent discharge
- Weapon cant angle (for applicable weapons)
- Weapon trigger squeeze (for applicable weapons)
- Weapon butt pressure (for applicable weapons)

FATS® 100P provides effective AAR tools for evaluation of trainee actions:

During After Action Review (AAR), the instructor and trainee can analyze the trainee's actions and discuss proper technique and procedure. Using the feedback, the instructor can identify the areas in which the trainee requires correction or practice and can develop a customized training plan specific for that trainee.

2.2 Training Modes

The FATS® 100P provides both 3D marksmanship and judgmental use of force training. The 3D Marksmanship training mode teaches basic to advanced weapon firing skills including weapon handling. Judgmental training takes the weapon skills learned in marksmanship training and prepares trainees to properly respond to close quarter engagements where it is important to quickly assess a situation and engage potential threats based on small nuances (facial expressions, voice, etc.).

2.2.1 Judgmental Training

Judgmental training provides training of close engagements where trainee interaction with the adversary is required (e.g. lethal / non-lethal actions) (Figure 2.2.1-1).

Teaches valuable skills needed for real world close quarter engagements:

Trainees are immersed in real-world situations via digitized video scenarios where they learn:

- Lethal / non-lethal use of force options
- Escalation/de-escalation of force
- Emphasis on verbal de-escalation
- Problem solving skills in close quarter situations

Judgmental training provides the following benefits:

Figure 2.2.1-1. Use of Force Scenarios for Judgmental Training (Typical)



High definition scenarios capture nuances in expressions, body language and verbal interaction that immerse the trainees in an environment where trainee interaction with the adversary is important.

- Standardizes use of force platform
- Reinforces escalation and de-escalation procedures
- Reinforces the need for using proper cover
- Reinforces the need to follow through until the threat ceases
- Increases teamwork communication
- Reduces trainee errors via training in a controlled simulation environment

The scenarios incorporate whole-task training that facilitates the transfer of skills learned during simulation into real-world situations. The scenarios accommodate many different situations and outcomes based on the trainee's actions and/or the instructor's selections.

Judgmental training forces the trainee to quickly assess the situation, verbally interact with a potential threat, and respond with the appropriate level of force. The scenarios provide the optimum venue for close quarter engagements where nuances in facial expressions, body movements and verbal interaction is important. Since the training is done in a simulated environment, the trainee can make mistakes and learn from them. Because the scenarios react to the trainee's response, the trainee sees what will happen when they make a particular decision. If the decision leads to a result outside training standards, the trainee can repeat the scenario to learn the best response for the situation. This builds cognitive skills in relation to the situation and results in better use of force decisions.

Provides high level of Instructor control during judgmental training:

The instructor has a high level of control over the scenarios during training. For example, the instructor can perform the following training tasks via the IOS (Figure 2.2.1-2):

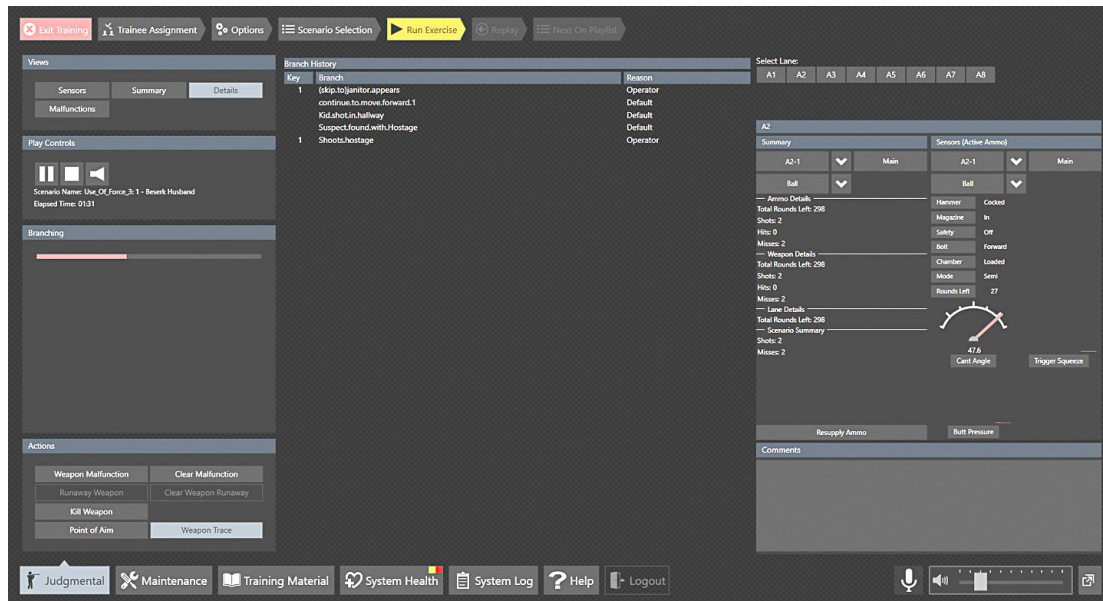
- Before and/or after training, select and display customer's own reference documents (PowerPoint, Word, Excel, PDF) including customer's use of force policy prior to the training exercise
- Create custom scenario playlists (as desired)
- Select the video scenario
- Set up scenario parameters
- Pre-select desired scenario branches (scenario outcomes) via the branch tree displayed on the IOS User Interface (default branch paths shown)
- Run the scenario
- Pause/Resume/Stop the scenario
- Jam individual weapons – based on instructor command, elapsed scenario time, or number of shots fired, requiring trainees to clear jammed weapon(s) based on weapon clearing procedures (requires purchase of MTSI's high fidelity tetherless BlueFire® weapon simulators)

Provides wide range of training feedback to the Instructor via the IOS during training:

In real-time during judgmental training, the instructor can monitor the trainee's actions. For example, while the trainee performs the scenario, the IOS displays the following information to the instructor:

- Current scenario branch list of next available branches (outcomes) from which the instructor can choose to alter the scenario outcome (i.e. escalate/de-escalate scenario outcomes)

Figure 2.2.1-2. New and Improved User Interface – Judgmental Training Example (Typical)



The user interface simplifies operation of the system and provides a wide range of tools that the instructor can use to monitor trainee performance. Diagrams above provide representative examples of some of the features of the user interface.

- Weapon aim trace during AAR
- Shot placement for up to six (6) weapons
- Color-coded shot feedback – misses, non-lethal, lethal, innocent bystander
- Reactionary scenario branches (outcomes)
- Shot effectiveness
- Non-lethal firearm effectiveness
- Weapon status
- Scenario results

Provides effective AAR tools for evaluation of trainee actions during judgmental training:

As with marksmanship training, the detailed feedback gathered by the FATS® 100P is key to effective judgmental training. Following completion of the scenario, the instructor can display and discuss the scenario results page with the trainees. The instructor can also replay sections of the scenario and review the actions taken by the trainee. This review builds the trainee's understanding of the best action for the situation. Repeated practice builds the trainee's optimal response to the situation and increases the trainee's safety and the successful resolution of the situation.

Provides library of video scenarios that supports training for many types of use of force engagements:

The FATS® 100P comes pre-loaded with 24 DVD scenario training programs consisting of over 250 video scenarios with over 1,250 branching options. The large library of video scenarios supports use of force engagements where it is important for the trainee to analyze a situation and potential threat and respond accordingly. For each segment of the scenario, the instructor is presented with a list of possible outcomes (i.e. branches) from which he can tailor the scenario based on training objectives or adjust to differing trainee responses (Figure 2.2.1-2). Instructors can escalate and de-escalate scenarios throughout training based on the trainee's interaction and verbal command of the situation.

Provides embedded authoring tools for user creation of new judgmental video scenarios:

The FATS® 100P includes an embedded authoring capability that allows the Instructor to create, edit, score, load and run customer videos locally filmed in familiar locations. This capability allows the user to continually update video scenarios as training needs evolve.

2.2.2 Marksmanship Training

The FATS® 100P 3D marksmanship training provides weapon training in a range environment that simulates real world marksmanship ranges (Figure 2.2.2-1). The primary function of marksmanship training is the development of weapon skills, proper weapon handling, and improved accuracy through advanced weapon and target feedback.

Teaches valuable weapon marksmanship skills so that the trainee can effectively handle and accurately fire their firearm when necessary:

Innovative 3D marksmanship graphics provide weapons training in a simulated range environment – from basic skills to advanced proficiency – all while preparing trainees to qualify on a live fire range using real weapons. Courses support basic and marksmanship training with the instructor selecting a pre-authored course or creating custom courses of fire to meet the current training needs.

The FATS® 100P marksmanship training engages the trainees in realistic practice of required weapon skills in a safe environment that allows repetitious and customized training. The trainees learn:

- Load/unload procedures
- Make Safe procedures
- Jam/unjam procedures
- Immediate Action Drills
- Pistol grip
- Aim
- Trigger squeeze

Once the trainees master the rudimentary skills, they can enhance these skills using advanced training techniques such as greater distance, moving targets and various environmental conditions.

Via the IOS, the Instructor can configure the number of firing lanes based on number of trainees and/or type of weapon and course:

Up to five (5) trainees can train simultaneously on the FATS® 100P (with support for up to six (6) weapons – multiple weapons per trainee are supported given fewer firing lanes). Depending upon the training intent and number of trainees, the screen can be configured by the instructor for 1, 2, 3, or 5

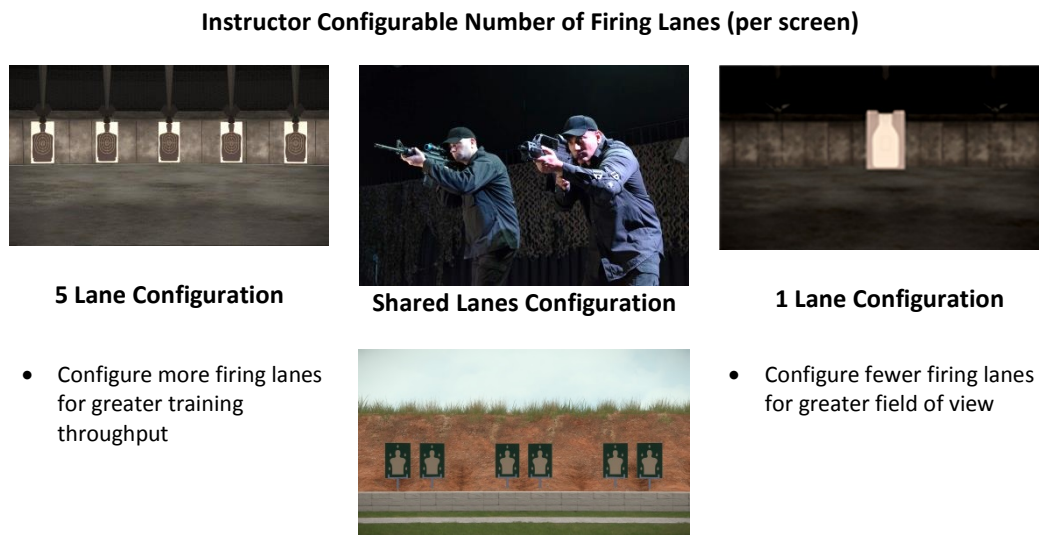
Figure 2.2.2-1. Marksmanship Training



Marksmanship training provides weapon training in a 3D range environment that allows trainees to shoot in a shared range environment or in individual lanes using different courses. Detailed data is collected that is analyzed to create a complete review of the trainee's performance.

firing lanes (Figure 2.2.2-2). For higher trainee throughput, a 5-lane configuration is typically used. Fewer lanes per screen can be configured to support courses that require a wider Field Of View (FOV) or need additional space for moving targets. The 1, 2, 3, and 5 lane configurations allow for individualized and customized training. Alternatively, the Shared Lanes configuration allows multiple trainees to fire on a single full-screen lane. The Shared Lanes configuration is best for team drills.

Figure 2.2.2-2. Marksmanship Training Configuration



Via the Instructor Operator Station (IOS) user interface, the instructor can easily configure the number of firing lanes appropriate to the number of trainees, types of weapons and types of courses to be trained. For example, where it is important to train a large number of new trainees, the system can be configured into 5-lanes per screen. Alternatively, when a novice shooter needs to learn weapon fundamentals, the system can be configured as a single lane.

Provides high level of Instructor system/weapons control for setting up and running marksmanship training:

A single instructor can easily set up and control the training exercise including the following capabilities:

- Select the range (photorealistic 3D terrains and targets – including paper targets)
- Set desired environmental conditions.
- Run the course - standard range configurations as well as forward moving eye point (shoot and move)
- Induce weapon malfunctions requiring the trainee(s) to perform immediate action drills

- Monitor Immediate Action Drills performed in response to instructor-initiated weapon malfunctions
- Issue verbal commands to the trainee(s)
- Monitor trainee performance for any or all firing lanes
- Monitor weapon sensor status and round count
- Initiate course replay for muzzle trace and shot placement
- Review diagnostics with the trainee
- Repeat course/practice or move to next practice

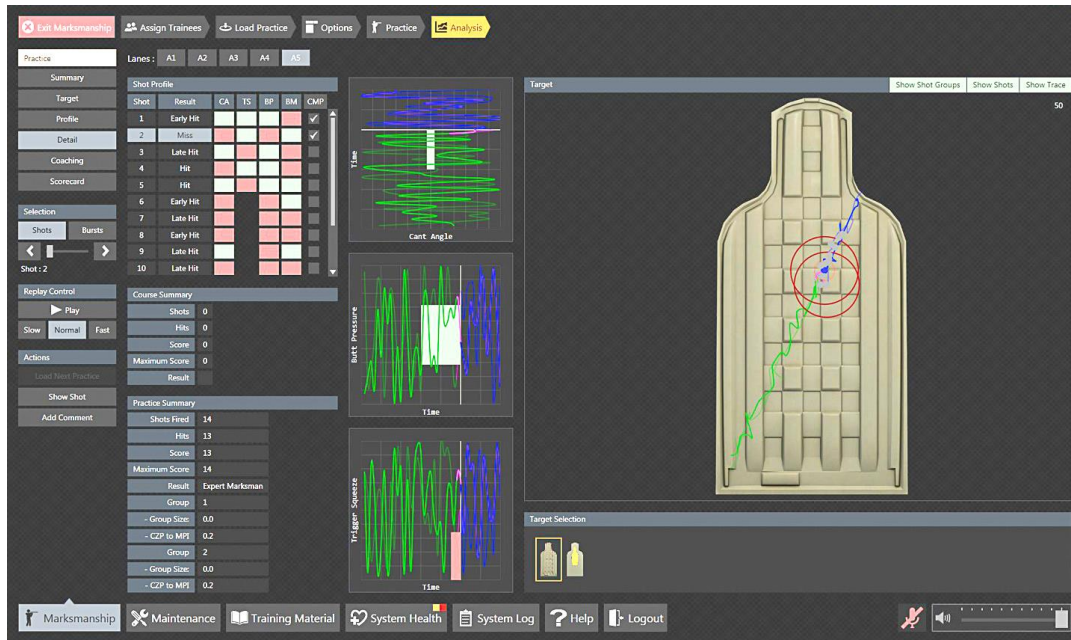
In addition to courses trained on typical firing ranges, the instructor can select more difficult and realistic courses. For example, the FATS® 100P offers various day and night exercises that are not available on a typical live range.

Provides wide range of training feedback to the Instructor via the IOS during marksmanship training:

The detailed feedback (Figure 2.2.2-3) provided by the FATS® 100P sets simulation training apart from live fire range training. The FATS® 100P system captures and analyzes the firing actions of each trainee including the following data:

- Aim trace analysis that begins 5 seconds before the shot breaks and goes through the recoil for another 2 seconds when the target is exposed
- Real-time weapon point of aim
- Point of impact
- Placement and direction of missed shot
- Negligent discharge
- Weapon cant angle sensor (on applicable weapons)
- Weapon trigger squeeze sensor (on applicable weapons)
- Weapon butt pressure sensor (on applicable weapons)
- Number of rounds fired
- Score by region
- Correct frame of target at time of shot impact
- Rounds left in smart BlueFire® magazines
- Custom magazine loads
- Safety (ON/OFF)
- Magazine (IN/OUT)
- Chamber (LOADED/UNLOADED)
- Slide bolt position
- Other weapon sensors (as applicable to the purchased weapon simulator)

Figure 2.2.2-3. New and Improved User Interface – Marksmanship Training Example (Typical)



The user interface simplifies operation of the system and provides a wide range of tools that the instructor can use to control the exercise and monitor trainee performance. Diagrams above provide representative examples of some of the features of the user interface.

Provides effective AAR tools for evaluation of trainee actions during marksmanship training:

Once the practice is complete, the instructor and the trainee can review the captured results during the AAR augmented by Meggitt's patent-pending Automatic Coaching. The Automatic Coaching function analyzes weapon sensor feedback and shot results data to highlight potentially poor shooting habits. Errors are displayed, with links to corrective videos and customer-integrated training manuals to demonstrate the proper firing techniques. Seeing the detailed results of their actions allows the trainees to see where a mistake was made, identify the mistake, and discuss the correct action. This feedback allows the instructor to identify the areas in which the trainee requires additional coaching and use embedded system tools to customize the training to meet each trainee's specific training needs.

Provides our commercial library of range courses to support basic through advanced marksmanship training:

The FATS® 100P includes MTSI's commercial courseware package, which includes marksmanship courses of fire applicable to various weapon types. The range courses support basic and advanced marksmanship training. The instructor can select a pre-authored course of fire and adjust the course parameters to meet the training intent. The marksmanship software supports display of courses,

processing and storage of course data, real-time instructor monitoring of course/weapon feedback data, display of course results, replay of shot placements, and storage of trainee results in the student database. In addition, the instructor can also set:

- State and local qualification courses
- Custom target behaviors
- Fall when hit targets
- Multiple exposure targets
- Timed target exposures
- Moving target/animation target
- Zero courses
- Grouping courses
- Target region score
- Course standards – Pass/Fail

Provides embedded authoring tools for user creation of new marksmanship range courses:

The FATS® 100P includes an embedded authoring capability for creation/modification of marksmanship courses. This allows the instructor to enhance current courses or create custom courses. Using the authoring capability, the instructor can select different range backgrounds and targets from embedded 3D ranges and target libraries. Given the ability for the instructor to enhance and create courses, the marksmanship training courseware can evolve meet both current and future training needs.

2.3 Portable System Components

2.3.1 Base System Components

The laptop computer-based FATS® 100P simulated training system (Figure 2.3-1) runs realistic scenarios for judgmental and 3D marksmanship training. The FATS® 100P includes all components necessary to support the following tasks:

- Hand carry to various sites in ruggedized cases
- Set up the system
- Run the training modes (conduct training)
- Review training results
- Create new courseware as training needs evolve

The FATS® 100P portable system includes advanced technologies that boost performance and allow the components to work together effortlessly. The system consists of the following major subsystems:

- System Packaging
- Instructor Operator Station (IOS)
- Display Subsystem
- Hit Detect Subsystem
- Audio Subsystem
- The system is designed for easy installation, training setup and management to allow training to start immediately using pre-loaded marksmanship and judgmental use of force training courseware. The modular and adaptable architecture of the FATS® 100P supports the integration of evolving simulation technologies. The FATS® 100P makes maximum use of commercial Off-the-Shelf (COTS) components such as the computers, projectors, cameras, etc. These components are selected for their reliability and robustness as well as their technical performance.

Packaging – provides high fidelity training system packaged in small portable cases to allow easy transport in trunk of a car:

The *patrol car portable* FATS® 100P is packaged in two compact, portable, rugged cases (Figure 2.3-1) that hold all the system components for easy transport and operation. The modular system is removed from the case and quickly set up and operated from the floor, tabletop or ceiling (via the optional Ceiling Mount Kit). During transport, loose system components are secured within the case and can be quickly removed and configured in preparation for training. Upon completion of training, the system can be easily stored while not in use. This product configuration is especially useful for customers who need to maintain a multi-use area that is shared between the training system and other functions.

Figure 2.3-1. FATS® 100P System (Typical)



FATS® 100P is a single screen, portable system that can be easily transported in a patrol car and set up and used in various locations as needed. This portability provides a lot of flexibility for our customers.

IOS Laptop Computer - provides Instructor control of training:

The FATS® 100P Instructor Operator Station (IOS) consists of a Laptop Computer that is the simulation brains of the system and provides real-time simulation processing and control of the training system. It is a Commercial Off-the-Shelf (COTS) computer that runs MTSI training software and Microsoft Windows® 10 operating system. The Instructor has full control of training via the IOS. The IOS will be located in the training room where the instructor can visually monitor training. Using the IOS, the Instructor can initialize/calibrate the system in preparation for training, register trainees, assign trainees to firing positions, set up the training exercise (select course of fire and course conditions), execute the course of fire, monitor trainee performance and feedback data, initiate weapon malfunctions, conduct after action reviews, and repeat any/all of these steps as applicable.

Display Subsystem – displays high definition scenarios/courses for immersion of trainees into scenario:

The FATS® 100P Display Subsystem consists of a 1080p projector and a true 16x9 screen. The projector accepts video signals from the IOS and generates the high definition, life-sized scenario/course image that is projected onto the large screen. The displayed scenarios effectively immerse the trainees into the training scenario. The projector resolution is 1920 x 1080 (1080P). The projector and the hit camera are integrated together and can be either floor or ceiling mounted (via the optional Ceiling Mount Kit).

The projection screen is sized for best viewing at a firing line distance of 20 feet but can operate at shorter distances. The ideal training area is 25' deep x 15' wide x 8' high, providing the optimal environment for viewing, instructor space and trainee movement while interacting with courseware

Hit Detect Subsystem – provides high accuracy detection of shots fired and feedback of aimpoint trace:

The FATS® 100P Hit Detect Camera identifies shots fired by the weapon simulators. The Hit Detect Camera is a digital camera and is an enhancement over previous analog hit cameras. The digital camera provides higher accuracy, higher frame rate capability, lower latency, progressive scan, a smaller footprint, built-in laser spot processing and network capability. The hit camera is packaged together with the projector.

Audio Subsystem – provides 360 degree scenario/shot sounds for immersion of trainees into scenario:

The FATS® 100P Audio Subsystem generates shot sounds and scenario ambient sounds (e.g. vehicles, personnel, and/or environment sounds). Shot sounds and scenario sounds are output from the laptop computer to the speakers. The laptop computer includes a 360 degree directional sound card for sound generation. The sound card can output multiple simultaneous sounds (e.g. instructor-injected sounds).

2.3.2 Optional Add-on Components

Optional Flashlight Kit – provides low light training using flashlight(s)

The optional Flashlight Kit (Figure 2.3.2-1) increases training value by simulating night training or training in dark areas where a flashlight is typically required. The flashlight allows any video scenario to become a “night scenario” without the time, labor and expense of re-filming the scenario. The officers gain experience by having to simultaneously manage a firearm with either a handheld flashlight or a weapon-mounted light. Multiple flashlights can be used concurrently when training in groups. The flashlight also operates in marksmanship training mode allowing the officers to train on a 3D simulated live fire range while using low light flashlight tactics.

The optional Flashlight Kit includes a Stinger flashlight with IR optical filter, flashlight camera and a video keyer that modulates the brightness of the displayed scenario based on the light pattern of the flashlight, including the transition from bright center spot to light fall off at edges of beam pattern. Additional handheld and weapon-mounted flashlights may be purchased, as there is no limit to the number of flashlights that can be used on the system simultaneously.

Figure 2.3.2-2. Optional Lookback Kit – for recording trainee actions (Typical)



The optional Lookback Kit records the trainee’s body movements and verbal commands during a video scenario for analysis of their reactions during AAR.

Figure 2.3.2-1. Optional Flashlight Kit - for low light training (Typical)



The optional Flashlight Kit supports low light or night training for both Judgmental and Marksmanship Training. The kit transforms existing daytime scenarios into low light scenarios for training with a flashlight.

Optional Lookback Kit – provides enhanced AAR via record trainee actions and playback:

The optional Lookback option (Figure 2.3.2-2) records the trainees’ body movements and verbal commands during the judgmental training scenario. During AAR the instructor and trainees can analyze the actions taken by the trainees to resolve the situation. The playback of scenario video and trainee video (lookback) are synchronized and can be displayed side-by-side, different sizes, and picture in picture synchronized with the replay of the video scenario. The analysis of the trainees’ actions reinforces correct actions and allows the officers to pinpoint mistakes. The optional Lookback Kit includes a lookback camera,

small tripod, microphone, audio amplifier and cables.

Optional Ceiling Mount Kit – allows projector to be ceiling mounted for fixed sites:

For customers who want to mount their projector on the ceiling, MTSI offers an optional Ceiling Mount Kit. Upon request, MTSI can provide projector ceiling mount interface requirements and guidelines.

2.4 Weapon Simulators

It is critical that the weapon simulators used in simulation training closely match the live weapons used in the real-world. MTSI pioneered the design and manufacture of the most realistic simulated weapons in the small arms simulator marketplace (i.e. 34 years of experience). MTSI's high fidelity weapon simulators maintain the form, fit and function of the associated live weapons, which helps ensure the weapon skills learned during simulation training will transfer to their live weapons. MTSI has developed over 230 types of simulated weapons and we have fielded over 52,000 simulated weapons. Due to the high number of rounds typically fired in a simulation environment, MTSI designs our high fidelity weapon simulators to be more durable than the corresponding live weapons. Components are selected based on extensive testing to determine failure points. Components that do not meet our stringent quality and performance requirements are improved to handle the higher number of fired rounds required of weapon simulators. Every type of weapon simulator undergoes extensive life cycle testing and rough handling tests to ensure robust design.

Another important feature for weapon simulators is accuracy. In real life, you expect your trainees to hit the target with the fewest number of rounds. Therefore, it is critical for the training system to be highly accurate to allow the instructor and trainee to accurately determine the outcome of each shot. To achieve this accuracy, MTSI has spent tens of thousands of hours in development to produce highly accurate simulated weapons and training systems.

2.4.1 Weapon Simulators to be provided for this contract

The following MTSI weapon simulator types and configurations will be provided for this contract:

- Glock, Model 17 with Night Sights/BlueFire®
- FATS® SRS® Carbine Rifle-BlueFire®-Burst-Removable Carrying Handle- Railed Handguard weapon
- Virtual TASER-X26P/BlueFire®

2.4.2 Various fidelities of weapon simulators supported by the FATS® 100P

To accommodate the various budget levels and training fidelity requirements of our different customers, MTSI offers weapon simulator configurations ranging from high fidelity tetherless BlueFire® weapon simulators to lower fidelity wireless laser inserts and SIRT pistols for use with the customer's service weapons. The entire spectrum of weapon configurations supported by the FATS® 100P are defined in subsections below although all of these are not offered in this proposal (reference Section 2.4.1 for the weapons simulator configurations offered for this proposal).

2.4.2.1 High Fidelity Weapons – FATS® Tetherless BlueFire® Pistol and Rifle Simulators

MTSI offers a high fidelity line of patented tetherless BlueFire® weapon simulators (Figure 2.4-1) for various models of service rifles and pistols. These BlueFire® weapon simulators use commercial wireless technology to communicate with the FATS® 100P. The BlueFire® weapon simulators are high fidelity smart weapon simulators that look and perform like their live counterpart. Our tetherless BlueFire® weapon simulators allow the trainee a broad range of motion since there are no external components.

They also provide simulation of magazine reloading as well as weapon recoil sufficient to disturb the sight picture requiring the trainee to reacquire the target.

Being smart weapon simulators that interact wirelessly with the FATS® 100P system. MTSI's BlueFire® weapon simulators contain sensors that record weapon data (e.g. aim point, weapon status, trigger pressure, cant), which are relayed back to the FATS® 100P system. This is important to note since most commercial tetherless weapon simulators are "dumb" weapons with only the ability to fire a laser at the screen but without providing weapon control via the IOS (e.g. weapon jams) and weapon feedback (displayed on the IOS). This data allows the instructor to monitor weapon handling nuances that would be hard to recognize during training, especially when overseeing multiple trainees simultaneously. The instructor has the ability to initiate weapon jams, which require the trainees to quickly deal with weapon malfunctions during training so that remedying weapon-related issues becomes automatic and easy to handle during a live engagement.

Listed below are additional weapon simulator characteristics that contribute to the high fidelity of MTSI weapon simulators:

- Simulated components typically integrated within the furniture of the weapon, thereby maintaining the form, fit and function of the weapon
- Weapon simulators rendered incapable of accepting live ammunition for safety purposes
- Class 1 eye-safe lasers used for determining aim point
- Weight and center of gravity specifications of the live weapon met within a 10% tolerance
- Sufficient recoil provided to disturb the trainee's sight picture, requiring the trainee to reacquire and realign the target prior to firing another shot
- Internal sensors integrated to provide feedback to the instructor for evaluation of weapon handling during training (sensors are weapon specific based on purchased weapon simulator type)

Figure 2.4-1. MTSI Tetherless BlueFire® Weapon Simulators (Typical)



MTSI's patented high fidelity tetherless BlueFire® weapon simulators provide the highest level of training realism for the trainees. BlueFire® weapon simulators communicate wirelessly with the FATS® 100P system via RF technology, allowing instructor control and monitoring of weapon functionality during training. MTSI manufactures tetherless BlueFire® weapon simulators for a number of different rifle and pistol service weapons.

Figure 2.4-2. Non-Lethal Weapon – Chemical Spray Simulators (Typical)



MTSI's line of non-lethal weapon simulators includes the tetherless BlueFire® Chemical Spray Simulator. The Instructor can adjust the chemical spray effectiveness which affects how many hits it takes for the threat personnel to react to being sprayed.

Figure 2.4-3. Non-Lethal Weapon – Taser X26P Simulators (Typical)



MTSI's line of non-lethal weapon simulators includes the tetherless BlueFire® Taser X26P Simulator. The Instructor can adjust the Taser effectiveness which affects how many hits it takes for the threat personnel to react.

- Weapon ballistics simulated for each weapon type
- Instructor-initiated weapon jams supported, requiring the trainee(s) to perform the correct immediate action drills during the simulated engagement

The proposed weapon simulators are assumed to be the same weapon model and variant of MTSI's current weapon simulator inventory (i.e. no development required). If different models and/or variants are desired than that which MTSI manufactures, additional development will be required and MTSI will be glad to provide a proposal for weapon development.

2.4.2.2 High Fidelity Weapons - Non-Lethal Weapon Simulators (Taser and Chemical Spray):

The FATS® 100P system supports training using non-lethal weapon simulators. The most popular of these, the Taser® X26P and the Chemical Spray simulators (if purchased).

Tetherless BlueFire® Chemical Spray Simulator:

MTSI's BlueFire® Chemical Spray Simulator (Figure 2.4-2) has the same appearance, feel and function as its live spray counterpart. The instructor can adjust the chemical spray effectiveness which affects how many hits it takes for the threat personnel to react to being sprayed. The chemical spray requires minimal maintenance and comes with a long-life battery for sustained, continual use in training scenarios.

Tetherless BlueFire® X26P Taser® Simulator:

In addition, MTSI's BlueFire® X26P Taser Simulator (Figure 2.4-3) has the same appearance, feel and function as its live counterpart. It provides accurate displays of impact locations on the training screen, while simulating the full functionality of the Taser. The instructor can adjust the Taser effectiveness which affects how many hits it takes for the threat personnel to

react. Built-in sensors determine actual Taser cant and trigger squeeze feedback. The Taser X26P Simulator includes actual Taser safety features such as Taser shutdown with safety actuation during simulated discharge, cartridge detection, and discharge sensing for more realistic training.

2.4.2.3 Lower Fidelity Weapon Alternatives – SIRT Pistol and Laser Inserts

MTSI recognizes that not all customers are able to currently afford MTSI's high fidelity tetherless BlueFire® weapon simulators that support a full range of training and weapon control and feedback. Therefore, we offer a couple of lower cost, lower fidelity weapon training alternatives including the SIRT Pistol and wireless laser inserts. These lower cost weapon alternatives allow customers on a budget to take advantage of the wide range of training capabilities offered by the FATS® 100P, albeit at a lower weapon fidelity level. This maintains an upgrade path for those customers who want to upgrade to MTSI's higher fidelity weapon simulators in the future as training needs evolve and additional funding is available.

SIRT Pistol Simulators:

The Shot Indicating Resetting Trigger (SIRT) Pistol (Figure 2.4-4) is another lower fidelity weapon simulator alternative that is supported by the FATS® 100P system. The simulated pistol is a non-gun, incapable of chambering or firing a live round. This tool allows instructors to test students on decision making and use of force application. The magazine is removable for training of reloads. The slide of the weapon is locked in place and does not move. These simulated pistols can be used with other lower fidelity weapon alternatives (e.g. wireless laser inserts) but are not compatible for simultaneous use with Meggitt's high fidelity BlueFire® weapon simulators.

Wireless Laser Inserts:

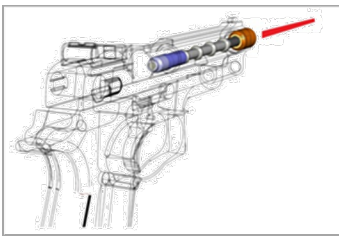
The MTSI FATS® 100P system also offers another lower fidelity weapon simulator alternative that allows customers to train on the FATS® 100P system using their own service weapons with a wireless laser insert (Figure 2.4-5). These wireless laser inserts convert service weapons into training simulators by the adoption of a drop-in laser kit. The laser inserts may be used simultaneously in conjunction with other lower fidelity weapon alternatives (SIRT pistol) but are not compatible for use simultaneously with MTSI's high fidelity tetherless BlueFire® weapon simulators. Replacement batteries for the laser inserts are readily available for customer purchase at most major electronic stores.

Figure 2.4-4. SIRT Pistol Simulator



The SIRT Pistol Simulator provides a lower cost, lower fidelity weapon simulator solution to allow training on the portable FATS® 100P system. While not as high fidelity as MTSI's tetherless BlueFire® weapon simulators, these training tools offer a lower cost training solution that takes advantage of MTSI's portable FATS® 100P training system.

Figure 2.4-5. Wireless Laser Inserted into Live Weapon (Typical)



Wireless laser inserts convert service weapons into training simulators using a drop-in laser kit. While not as high fidelity as MTSI's tetherless BlueFire® weapon simulators, these offer a lower cost training solution that takes advantage of MTSI's portable FATS® 100P training system.

As a safety feature, the Laser Insert, when properly inserted into the customer's weapon, prevents a live round from being loaded. In addition to preventing a live round from accidentally being used during simulator training exercises, the inserts have an orange marker to easily identify when the insert is in the weapon. Up to four (4) weapons with laser inserts can be used simultaneously on the system (e.g. two students using a handgun plus two other students using a rifle; two students each using a handgun and another using a rifle; or one student with the ability to transition between handgun and rifle).

2.4.3 Weapon Simulator Accessories

2.4.3.1 BlueFire® Fill Station and Accessories

When MTSI BlueFire® weapons are purchased, the following accessories are required:

- BlueFire® Fill Station
- Fill Station Magazine Adapters (one per weapon type)
- Compressed Air Tank and Yoke Valve Assembly
- High Pressure Air Compressor (Optional)

BlueFire® Fill Station – supports refill of BlueFire® weapon magazines:

The BlueFire® Fill Station Assembly supports refill of BlueFire® magazines with compressed air sufficient for simulation of a full magazine load (Figure 2.5-5). BlueFire® weapon magazines can be quickly recharged with compressed air in a matter of seconds. A minimum of one (1) BlueFire® Fill Station per system is required if BlueFire® weapon simulators are being used.

Figure 2.5-5. BlueFire® Fill Station (Typical)



The BlueFire® Fill Station refills the BlueFire® magazines with compressed air sufficient for simulation of a full magazine load. Drop-in BlueFire® Magazine Adapters are required (one per weapon type) to support refill of different weapon magazine types. One BlueFire® Fill Station Magazine Adapter is provided per purchased BlueFire® Fill Station – others are purchased separately for each additional weapon type.

Compressed Air Tank and Yoke Valve Assembly – supplies compressed air to BlueFire® Fill Station

Compressed air for the BlueFire® Fill Station is supplied by a scuba tank with yoke valve assembly. The customer is responsible for filling/refilling the compressed air tank. One (1) compressed air tank and yoke valve assembly is required per BlueFire® Fill Station.

BlueFire® Fill Station Magazine Adapters – provides physical interface for different magazine types

The BlueFire® Fill Station uses “drop-in” Magazine Adapters specific to weapon types (Figure 2.5-5). These adapters quickly drop into place to support charging of associated BlueFire® weapon simulator magazines. Swapping out the Fill Station magazine adapters to support different weapon types is very fast and easy (the existing small magazine adapter easily lifts out of the Fill Station and the new magazine adapter is dropped into place). A different magazine adapter is typically required for each weapon type. The BlueFire® Fill Station comes with one (1) Magazine Adapter (for one BlueFire® weapon type). If multiple BlueFire® weapon simulator “types” are purchased, additional magazine adapters will be required (one per additional BlueFire® weapon type purchased).

Optional Air Compressor – provides compressed air to the BlueFire® Fill Station:

For installations where training is conducted on a regular basis, the customer may choose to purchase an optional air compressor that supplies air to the BlueFire® Fill Station and eliminates the need for the

customer to refill compressed air tanks. This item is not priced here (pricing can be provided upon request).

2.4.3.2 BlueFire® Weapon Accessories

Other weapon accessories are available for purchase as defined in this section.

Optional BlueFire® Weapon Magazines – supports training with more than 2 magazines per weapon during a scenario:

Each BlueFire® weapon is typically provided with two (2) magazines, each of which acts as the reservoir for compressed air that generates weapon recoil and moves weapon parts (e.g. slide, bolt). Each magazine simulates a full magazine load for that specific weapon. If the customer typically trains with more than the two (2) magazines provided for each BlueFire® weapon simulator, additional BlueFire® Weapon Magazines can be optionally purchased.

3 Proposed Work Effort

3.1 Program Management

The MTSI Program Manager (PgM) will be responsible for all coordination with the customer as well as management of internal MTSI efforts. The MTSI Program Manager will coordinate the MTSI engineering, production, shipping, delivery, installation, training and support efforts for the proposed system. The MTSI PM will communicate with the customer via email and phone as needed to schedule events in which MTSI will participate.

3.2 System Production

The primary MTSI effort for this contract will be production of existing MTSI products including the FATS® 100P system and weapon simulators in the quantities defined in the Pricing Tables in Proposal Section 4. These are items that MTSI produces on a regular basis and therefore associated risk is minimal. MTSI will follow our internal production processes. MTSI is certified to ISO 9001:2008.

3.3 Installation

MTSI personnel will install the proposed systems at the customer site. The customer will be responsible for any/all facility modifications prior to the installation date. MTSI can provide the facility interface requirements for our system if requested. To support installation of the FATS® 100P system, Meggitt personnel will be provided with full access to the facility on the specified installation dates. Any delays in access to the facility and/or equipment will result in additional pricing on a Time and Material (T&M) basis using our commercial catalog daily rates. As part of system installation, Meggitt personnel will unpack the system, perform assembly and will perform a general check of the system to ensure that the system is running properly.

3.4 Training

Immediately following installation, training will commence. Training will be conducted in English. If the training in a different language is desired, the Customer, at its own expense, can provide a translator to support the training effort. Operator Training will address system operation for all training modes including Marksmanship and Judgmental Training, as well as creation/authoring of Lanes Courseware. To ensure that each trainee gets sufficient "hands on" training on the virtual training simulator during the course, MTSI restricts the number of trainees to five (5) per class.

Basic training provides instruction in the operation and basic maintenance of the FATS® 100P system. Trainees are instructed in the operation and maintenance skill necessary to:

- Set up the training system
- Operate the system in both training modes
- Perform basic troubleshooting of training system problems
- Conduct user-level maintenance

- Remove failed components for repair

For customers who desire additional training, MTSI can optionally provide a 5-Day Advanced Operator Training Course (pricing provided upon request).

3.5 Warranty plus Additional Support

MTSI is providing a **Three (3) Year warranty** that is included in the system price. The proposed system is designed such that level-one maintenance activities, as defined in the O&M Manual, are accomplished by the Site Operator. The Operator will be trained by Meggitt personnel to conduct preventive and corrective maintenance activities. Meggitt offers a 24 hour telephone hot line for telephone support. An MTSI senior repair technician will assist the Site Operator with troubleshooting, fault isolation and repair over the telephone. In addition, MTSI can optionally provide an extended warranty (pricing provided upon request).

4 Company Profile

Meggitt Training Systems, Inc. (MTSI) is a recognized leader in integrated live fire and virtual weapons training solutions. Since 1926, MTSI has improved training for militaries, defense and security forces, law enforcement agencies, training academies and commercial customers worldwide. Our mission is to provide intelligent, innovative and reliable training solutions that deliver excellence and exceptional value.

By selecting MTSI, customers retain a proven full-service training systems provider with a wide variety of experience and familiarity with both live fire range solutions and virtual training systems. MTSI has consistently provided innovative, reliable, high-quality products and services and excellent customer support. Our years of experience brings significant benefits in critically important areas such as technology, weapon development, courseware development, systemic improvements, problem resolution, risk reduction, and program management and responsiveness.

Figure 3-1. MTSI Headquarters



MTSI's 235,000 square foot facility is equipped and staffed to provide in-house design, development, manufacturing and support of our full line of firearms training systems.

MTSI Company Experience

- Over 34 years of experience in the Virtual Small Arms Simulation Training industry
- Fielded over 7,055 virtual training systems and over 52,000 weapon simulators worldwide
- In-house development and manufacturing of both live fire and virtual weapon training systems
- Performance, Quality and Reliability – MTSI is the Program of Record for 14 military contracts with sales to over 130 countries worldwide
- Many customers have been doing business with us for over 20 years due to the quality of our training systems and customer support

Current Company Information:

MTSI is headquartered in Suwanee, Georgia, U.S.A. in a 235,000 square foot facility that is equipped and staffed to provide in-house design, development, manufacturing and support of our full line of weapon training systems (Figure 3-1). Over 300 engineering, production, program and administrative professionals work at the Suwanee facility. An additional 50 professionals staff our offices in Australia, Canada, Singapore, the United Arab Emirates, and the United Kingdom. Many of MTSI's employees are former military officers, non-commissioned officers, and law enforcement officers with training development experience. These experienced individuals work with our engineers to ensure our training systems provide training that is applicable to real-world situations.

Innovative Training Solutions:

MTSI's systems and technology has set the standard for innovation in the small arms training industry for military, law enforcement and security customers. MTSI pioneered the small arms simulation industry in 1984 and has continually introduced new innovative training system technology throughout the 34+ following years. One innovation that is important to the FATS® 100P is our tetherless BlueFire® weapon simulators. FATS (MTSI) was the first company to introduce tetherless BlueFire® simulated weapons utilizing wireless technology to communicate with the training system. These BlueFire® weapons are the industry standard for high fidelity weapon simulators. Our BlueFire® weapon simulators are the most ballistically accurate, wireless, smart weapon simulators in the industry today.

Immersive Training Solutions:

MTSI's systems include high definition judgmental use of force scenarios that effectively immerse trainees into scenarios that simulate real-world engagements. This training pays lifesaving dividends by helping law enforcement and security personnel remain composed and responsive in the most stressful situations while effectively engaging potential threat(s) using the weapon handling and firing skills refined during marksmanship training. This attributable, measurable training provides definitive conditioning and readiness prior to facing hostile conditions.

Full Spectrum of Training Product Offerings – both simulation systems and live fire indoor/outdoor ranges and target systems:

MTSI is the only company that offers both live fire and virtual small arms training systems. With nearly 120 years combined experience for both virtual and live fire applications, MTSI has continually led the way in weapon training capabilities. Information regarding our live fire ranges/targetry can be provided upon request.

5 Pricing

| BASE QUOTATION | | | | | | |
|-------------------------|--------------------|--|-----|------|------------------|-------------------|
| GSA / OPEN MARKET (MKT) | PART NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE (USD) | TOTAL PRICE (USD) |
| GSA ITEMS | | | | | | |
| GSA | FATS-PORTABLE-UPXX | System Upgrade Package for Portable System (now includes HW & SW) Projector included. Upgrade includes all hardware & software required to provide the most current MTSI commercial product, features & functions. | 1 | EA | \$32,999.87 | \$32,999.87 |
| GSA | SA-17-BF-51-NS | Glock, Model 17 BlueFire® Weapon Simulator with Night Sights | 1 | EA | \$ 7,540.81 | \$ 7,540.81 |
| GSA | RF-M4-BF-BR-FT-RA | FATS® SRS® Carbine Rifle – BlueFire® – Burst-Integrated Carrying Handle – Standard Handguard Weapon Simulator | 1 | EA | \$ 9,976.17 | \$ 9,976.17 |
| GSA | SA-TASER-X26-BF-50 | Virtual TASER-X26P. FATS® BlueFire® weapon simulator uses Bluetooth technology to communicate with the system and provide sensor data feedback to control station. Simulation kit includes (1) X26P Blue Handle, (1) BlueFire® Smart Cartridge and charging cable and communication dongle. Taser now includes 1 spare Cartridge. If spare is not needed, discount of \$2050 offered to GSA Customers. | 1 | EA | \$ 6,650.78 | \$ 6,650.78 |
| GSA | SA-SPRAY-BF-51 | BlueFire® Chemical Spray Device Simulator | 1 | EA | \$ 2,347.33 | \$ 2,347.33 |
| GSA | BF-FS-03 | BlueFire® Fill Station w/Initial BlueFire® weapon Magazine Adapter for: (Glock 17) | 1 | EA | \$ 1,868.09 | \$ 1,868.09 |
| GSA | BF-FS-L-01-SYS | Compressed Air Bottle Assembly to be used with BlueFire® Fill Station. Includes Tank and Yoke | 1 | EA | \$ 422.52 | \$ 422.52 |

| BASE QUOTATION | | | | | | |
|------------------------------|-----------|--|-----|------|------------------|----------------------|
| GSA / OPEN MARKET (MKT) | PART NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE (USD) | TOTAL PRICE (USD) |
| | | Valve Assembly. | | | | |
| GSA | BF-FS-MAG | Fill Station Magazine Adapter for: M4 | 1 | EA | \$ 97.81 | \$ 97.81 |
| GSA | FRT | Shipping FOB Destination (Antioch, CA) as per INCOTERMS® 2000. | 1 | LOT | INCLUDED | INCLUDED |
| GSA | WRTY-3YR | 3 Year Warranty: Includes initial 1 Year Warranty + two (2) additional years at No Charge. | 1 | LOT | NO CHARGE | NO CHARGE |
| SUBTOTAL | | | | | | \$61,903.38 |
| TASER DISCOUNT | | | | | | (\$ 4,100.00) |
| NEW Subtotal | | | | | | \$57,803.38 |
| CA Sales Tax (9.25%) | | | | | | \$5,346.81 |
| TOTAL GSA PRICE (USD) | | | | | | \$63,150.19 |

| OPTIONAL ITEMS | | | | | | |
|----------------|---------------------|--|---|----|-------------|-------------|
| GSA | V-ACC-FLASH-100P | Flashlight Option with Cables - 100P system. Can convert any individual Marksmanship (Lanes) or Judgmental (Video) scenario from daylight to one requiring flashlight usage. Includes qty. 1 Streamlight Stinger flashlight. Option must be selected at time of system purchase. | 1 | EA | \$ 2,428.71 | \$ 2,428.71 |
| GSA | V-ACC-LOOKBACK-100P | Lookback Option - 100P system. Supports Picture-In-Picture replay in the Judgmental application. Includes lowlight camera, hardware and software. | 1 | EA | \$ 1,300.00 | \$ 1,300.00 |

SPECIAL NOTES

NOTE 1: Please reference [MTS20USL5324 Rev 1](#) on your Purchase Order to expedite order processing.

SPECIAL NOTES

- NOTE 2:** Orders may be faxed or emailed to: 678.288.1515 | MTSContracts@Meggitt.com, Attn: Contracts.
- NOTE 3:** All items listed above are covered by a **3 Year Warranty**.
- NOTE 4:** All items included herein are GSA or OPEN MARKET items as specified in the Pricing Table. MTSI assumes the buyer will be purchasing the items / services listed herein with GSA funds. If purchase will be made with non-GSA funds, pricing will be adjusted to commercial rates accordingly.
- NOTE 5:** Pricing Includes:
- Freight: Freight & Delivery shall be FOB Destination (Antioch, CA) in accordance with Incoterms® 2000
 - Installation & Training: 2 Days. Up to 5 Trainees per Simulator.
 - Warranty: **3 Year Warranty**
- NOTE 6:** Extended Warranty pricing is based on the items and quantities listed above in the base offer (options not included). If an extended warranty is needed and actual items or quantities purchased vary from those offered herein, revised extended warranty pricing will need to be requested and provided before it can be purchased. Non-MTSI products such as, but not limited to Dvorak Laser Inserts are not covered under the extended warranty pricing.
- NOTE 7:** MTSI assumes the buyer is NOT tax exempt; therefore sales tax has been included in the Base Quotation price. If the buyer is tax exempt, please provide a tax exemption certificate along with your purchase order and exclude the tax in the total purchase order price.
- NOTE 8:** Supplier (Meggitt) shall not be liable to Purchaser if and for so long as it is unable to deliver because Supplier's (Meggitt's) production is suspended, or it cannot obtain necessary materials, or it cannot make delivery arrangements, due to the COVID-19 pandemic.
- NOTE 9:** Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").
- The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that MTSI is the party experiencing the Excusable Delay, MTSI, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.
- SALES TAX:** If your organization is federal or state tax exempt, provide a copy of the tax exemption. MTSI is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result

SPECIAL NOTES

of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.

DELIVERY: Delivery on all items is 90 - 180 days after receipt and acceptance of order; receipt End User Certificate, and any required United States State Dept. or Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) licensing, whichever occurs last, unless otherwise noted.

- Delivery time frame is subject to availability of weapons from the manufacturer.
- Heavy Weapons: Delivery is 6 months ARO and subject to availability from the manufacturer.
- Virtual SA-TASER™-X26P-BF-50: Delivery subject to availability from the manufacturer

VALIDITY: Pricing and terms are a promotional offer and valid until **June 30, 2020**.

CONTRACTOR: **Meggitt Training Systems, Inc. (MTSI)**
296 Brogdon Road
Suwanee, GA USA 30024
Tel: 678-288-1090
Fax: 678-288-1515

PAYMENT TERMS: 100% NET 30 Days
Payment address:
Meggitt Training Systems, Inc.
P.O. BOX 100530
Atlanta, Ga. 30384-0530

TERMS AND CONDITIONS: GSA Terms and Conditions, under GSA Contract GS-00F-113DA, apply to all GSA Items quoted. The Meggitt Training Systems, Inc. (MTSI) Standard Terms & Conditions [MTSI-DOM-001-Rev5-03-26-2020] incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract\purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. MTSI shall provide the Terms & Conditions upon request.

PLEASE SUBMIT PURCHASE ORDERS TO:

EMAIL: MTSContracts@meggitt.com

FAX: 678.288.1515

MAIL: Attn: Contracts Dept.
Meggitt Training Systems, Inc. (MTSI)
296 Brogdon Road
Suwanee, GA USA 30024

GSA SCHEDULE: **GS-00F-113DA**

VENDOR INFO: **Meggitt Training Systems, Inc.**

PLEASE SUBMIT PURCHASE ORDERS TO:

Contract Administration Source: Director of Contracts
Business Size: Large
CAGE Code: 087W6
TIN: 58-2272995

For assistance regarding the proposal, equipment, services or any other technical related inquiries, please contact:

MTSI SALES POC

MTSI POC: **Juan Carlos Barillas**
Virtual Sales
Meggitt Training Systems, Inc.
470-266-8379
juan.barillas@meggitt.com

PREPARED BY: Melissa Boltz
Proposal Manager

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan A. Wolken, Project Manager *AW* *mmj*

APPROVED BY: Ron Bernal, City Manager *RB* *si*

SUBJECT: Purchase and Sale Agreement with Contra Costa County

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Purchase and Sales Agreement between the City of Antioch and Contra Costa County for the County owned 1.42-acre Fitzuren Road property identified as Assessor's Parcel Nos. 067-342-001, -002, and -013 (the "Property").

FISCAL IMPACT

This action will not have an impact on the City's General Fund. Funds needed for the closing of escrow are included in the current fiscal year City Manager's budget.

DISCUSSION

The City of Antioch ("City") and Contra Costa County ("County") have negotiated a Purchase and Sale agreement for the transfer of the County owned Fitzuren Road property identified as Assessor's Parcel Nos. 067-342-001, -002, and -013 ("Property") to the City for one dollar (\$1.00). The City desires to facilitate this transaction to provide a potential location for temporary housing to address homelessness.

The County acquired real property along Fitzuren Road, in Antioch, identified as Assessor's Parcel Nos. 067-342-001, -002, and -013, for drainage purposes in the City of Antioch. The County no longer requires the Property for County purposes.

The Property is not located in an area of statewide, regional, or area wide concern listed in Section 15206(b)(4) of the CEQA Guidelines. Therefore, this activity is exempt from CEQA under CEQA Guidelines Section 15312. Notice of intention to convey the Property to the City was published in the East Bay Times on May 5, 2020, pursuant to Government Code section 25365. The City did a Phase I Environmental Site Assessment on April 13, 2020. It did not identify any recognized environmental conditions on the subject property.

ATTACHMENTS

- A. Resolution
- B. Purchase and Sale Agreement
- C. Grant Deed with Property Map

ATTACHMENT "A"
RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND
SALES AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR THE
PURCHASE OF THE 1.42 ACRE PROPERTY ON FITZUREN ROAD
IDENTIFIED AS ASSESSOR'S PARCEL NOS. 067-342-001, -002, AND -013**

WHEREAS, the Contra Costa County ("County") owns an approximately 1.42-acre property on Fitzuren Road (APN 067-342-001, -002 & -013) ("Property");

WHEREAS, the County desires to sell the Property to the City for its purposes, which may include housing to address homelessness within the City; and

WHEREAS, the City recommends the purchase of the Property and joint escrow instructions with Contra Costa County in the amount of one dollar (\$1.00) in support housing to address homelessness.

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

1. The Purchase and Sale Agreement and Joint Escrow Instructions between the City and Contra Costa County for the sale of the Property in the amount of one dollar (\$1.00) is hereby approved in substantially the form in the Purchase and Sale Agreement incorporated herein by reference.
2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement and Joint Escrow Instructions, and all other documents necessary to complete the transaction, in accordance with the terms outlined in the purchase and sale agreement and joint escrow instructions, in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of May 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT 'B'

Parcel Number: 067-342-001, -002 & -013

Project Name: Fitzuren Road Excess Property Transfer

Address: Fitzuren Road

Project Number: 7579-6D8369

PURCHASE AND SALE AGREEMENT BETWEEN CONTRA COSTA COUNTY AND CITY OF ANTIOCH

This Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Contra Costa County, a political subdivision of the State of California (hereinafter "County") and the City of Antioch, a California municipal corporation (hereinafter "Grantee"). The County and the Grantee are sometimes referred to herein together as the "Parties" and each as a "Party."

RECITALS

- A. The County is the owner of approximately 1.423 acres of real property located in Contra Costa County, California, commonly identified as Assessor's Parcel Nos. 067-342-001, -002, and -013, and more particularly described in the Grant Deed attached hereto as Exhibit "A" ("Grant Deed") and incorporated herein by reference. The real property described in the Grant Deed, including any improvements located upon, in, over, under, and across the Property, if any, and the Drainage Facilities (defined in Recital B), together with the County's rights, if any, in and to (a) privileges, rights, easements, and appurtenances belonging to the real property, including, without limitation, minerals, oil, gas, and other hydrocarbon substances on and under the real property, (b) development rights, air rights, water, water rights, and water stock relating to the real property, and (c) any land lying in the bed of any street, alley, road, or avenue adjacent to, abutting, or exclusively used in connection with such real property, to the centerline thereof to the extent included in the legal description of such real property. All of the foregoing in this Recital A are collectively referred to herein as the "Property."
- B. The County acquired the Property for drainage purposes. Two complete 10-foot diameter drainage pipes were constructed across the Property, and a third 10-foot diameter drainage pipe was constructed and terminates on the Property (collectively, the "Drainage Facilities"). It is expected that the third pipe will be extended to cross the Property in the future.
- C. The County has determined that the Property is surplus and no longer necessary for County purposes. The Grantee desires to acquire the Property for its purposes, which may include housing to address homelessness within the City of Antioch. The Grantee is still evaluating possible uses for the Property.
- D. The County is authorized to enter into this Agreement pursuant to Government Code section 25365. The Grantee is authorized to enter into this Agreement pursuant to Government Code section 37350. This Agreement also is entered into pursuant to Section 16 of the "Stipulation for Judgment and Final Order of Condemnation" ("Stipulation") executed by the Parties and filed on August 30, 2019, in the case titled *Contra Costa County Flood Control and Water Conservation District, et al. v. Gary A. Eames, et al.*, Contra Costa County Superior Court Case No. C15-02052.

A G R E E M E N T

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** It is understood that this Agreement is subject to approval by the Parties' governing bodies. This Agreement will be submitted to the County first for approval, and thereafter to the Grantee. This Agreement is effective on the date the last of the Parties executes this Agreement following the approval of the Agreement by the governing bodies of both Parties ("Effective Date").
2. **Conveyance.** Subject to the terms and conditions in this Agreement, the County shall convey, and the Grantee shall accept, fee title to the Property, which will be conveyed to the Grantee by the Grant Deed. The County will pay any ad valorem real property taxes and assessments, and any penalties and costs thereon, remaining unpaid as of the date title to the Property vests in the Grantee.
3. **Delivery and Recording of the Grant Deed.** Within five business days after the Effective Date, the County shall deliver to the Grantee an executed Grant Deed, in recordable form and substantially in the form attached hereto as Exhibit A, conveying the Property to the Grantee in fee. Within five days after the Grantee receives the executed Grant Deed from the County, the Grantee shall do both of the following: (a) cause the Grant Deed to be recorded, together with Grantee's certificate or resolution of acceptance, in the Official Records of the Contra Costa County Clerk-Recorder, and (b) deliver a copy of the recorded Grant Deed and the recorded certificate or resolution of acceptance to the County.
4. **County's Representations and Warranties.** The County represents that it holds fee title to the Property as of the Effective Date. The County represents and warrants that, as of the Effective Date, this Agreement constitutes an obligation of the County.
5. **Grantee's Obligations; "As Is" Condition; Releases; Indemnification.**
 - 5.1 **Grantee's Obligations.** Effective upon the recording the Grant Deed, the Grantee shall be solely responsible for the use, operation, maintenance, repair, replacement, and improvement of the Property, the Drainage Facilities, and all other facilities upon, in, over, under, and across the Property. Upon the recording of the Grant Deed, the County and the Contra Costa County Flood Control and Water Conservation District ("District") shall have no further obligation related to the use, operation, maintenance, repair, replacement, and improvement of the Property, the Drainage Facilities, or any other facilities upon, in, over, under, and across the Property. Upon the recording of the Grant Deed, the District shall have no further obligation to the Grantee under Section 16 of the Stipulation.
 - 5.2 **As-Is Condition; Release.** Effective upon the recording of the Grant Deed, the Grantee accepts the Property in its "as-is" condition, subject to all liens, licenses, leases, easements, and other encumbrances, whether or not of record. Neither the County, nor its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns (collectively, "County Parties") has made any representation to the Grantee concerning any of the following (collectively "Subjects of Release"): (a) any matter related

to the Property, including but not limited to, the condition of the soil, geology, or seismic conditions of the Property; (b) the presence of known or unknown faults, on, in, or under the Property;; (c) the environmental condition of the Property; (d) the suitability of the Property for Grantee's use; (e) the presence of hazardous materials upon, in, under, around, or adjacent to the Property or neighboring properties; (f) the conformance of the Property with the codes or permit regulations of the city or County within which the Property is located; (g) the condition of title to the Property or existence or extent of any liens, licenses, leases, easements, and other encumbrances on the Property, whether or not of record; and (h) the use, operation, maintenance, repair, replacement, and improvement of the Property, the Drainage Facilities, and any other facilities upon, in, over, under, and across the Property. As used in this Agreement, "hazardous materials" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable California environmental laws. The Grantee relies solely on the Grantee's own judgment, experience, and investigations as to the present and future condition of the Property or its suitability for the Grantee's intended uses; and the Grantee is not relying on any disclosure or representation from the County, excepting only the County's express representations in Section 4. Effective upon the recording of the Grant Deed, the Grantee hereby releases and discharges the County Parties from any and all claims, demands, causes of action, obligations, damages, liabilities, penalties, fines, costs, and expenses (collectively, "Liabilities") that the Grantee now has or could assert in any manner related to or arising from the Subjects of Release. As to the Subjects of Release, the Grantee knowingly waives the right to make any claim against the County Parties for such damages, and the Grantee expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

- 5.3 Indemnification. Effective on the recording of the Grant Deed and continuing thereafter, the Grantee shall indemnify, defend, and hold harmless the County Parties from and against all Liabilities that arise from or are connected with any of the following: (a) the acquisition, occupancy, use, development, maintenance, repair, improvement, or disposition of the Property by the Grantee, its officers, employees, contractors, agents, invitees, lessees, or licensees; (b) any of the Subjects of Release, regardless of when those Liabilities arise; or (c) the Grantee's compliance with applicable laws and regulations that the Grantee must satisfy in connection with the acquisition, occupancy, use, development, maintenance, repair, improvement, or disposition of the Property, the Drainage Facilities, or any other facilities upon, in, over, under, and across the Property. The Grantee will make good to and reimburse the County for any expenditures, including reasonable attorney's fees, that the County may make by reason of such matters and, if requested by the County, will defend any such suits at the Grantee's sole expense. However, notwithstanding the foregoing, the Grantee is under no obligation to indemnify the County Parties from any

Liabilities that arise from the sole negligence or sole willful misconduct of any of the County Parties.

6. **Survival.** All of the terms, provisions, representations, warranties and covenants of the Parties under this Agreement, including but not limited to Sections 5.1, 5.2, and 5.3, shall survive the assignment, expiration or termination of this Agreement and shall not merge into the Grant Deed or other documents following the delivery and recordation of said deed or other documents.
7. **Possession of the Property.** Possession of the Property shall be delivered to the Grantee upon the recording of the Grant Deed, which shall cause title to vest in the Grantee.
8. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing and delivered in person, by First Class U.S. Mail with postage prepaid, or by an overnight carrier with delivery fees prepaid and timely deposited for next business day delivery. The place for delivery of all notices given under this Agreement shall be as follows:

Grantee: City of Antioch
Attn: City Manager
P.O. Box 5007
Antioch, CA 94531
Phone: 925-779-7011
Email: rbernal@ci.antioch.ca.us

Copy to: City of Antioch
Attn: City Attorney
P.O. Box 5007
Phone: 925-779-7015
Email: tsmith@ci.antioch.ca.us

County: Contra Costa County Public Works Department
Real Estate Division
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2000
Email: Jessica.dillingham@pw.cccounty.us

Copy to: Contra Costa County Counsel's Office
Attn: Stephen M. Siptroth
651 Pine Street, 9th Floor
Martinez, CA 94553
925-335-1817
Email: Stephen.Siptroth@cc.cccounty.us

or to such other addresses as a Party may designate by written notice to the other Party. A notice (including requests, demands, approvals or other communications) will be deemed given (a) on

the day of delivery if delivered in person, (b) five days after the postmark date if delivered by First Class U.S. Mail with postage prepaid, or (c) the next business day if delivered by an overnight carrier with delivery fees prepaid and timely deposited for next business day delivery. A courtesy copy of any notice may be sent by email to the email addresses listed above, but that courtesy copy does not substitute for delivery using one of the approved methods of delivery listed above.

9. **Entire Agreement.** This Agreement, including the attached Grant Deed, contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter of this Agreement, including any agreements contained in Section 16 of the Stipulation.
10. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The Parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are hereby incorporated in this Agreement, and they shall be enforceable as a part hereof.
11. **No Third-Party Beneficiaries.** The District is a third-party beneficiary of this Agreement under Section 5.1 only for the purposes of asserting that the District has satisfied its obligations under Section 16 of the Stipulation. Otherwise, nothing in this Agreement is intended to confer any benefits on, or impose any obligations on, on any person or entity other than the Parties hereto.
13. **Further Assurances.** Whenever requested to do so by the other Party, each Party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
14. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party
15. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
16. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.

(REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

CONTRA COSTA COUNTY, a political subdivision of the State of California

CITY OF ANTIOCH, a California municipal corporation

By _____
Brian M. Balbas
Public Works Director

By _____
Ron Bernal
City Manager

Date of Board Approval: _____

Date of Council Approval: _____

RECOMMENDED FOR APPROVAL:

Attest:

By _____
Jessica Dillingham
Principal Real Property Agent

By _____
Arne Simonsen
City Clerk

Approved as to form:
Sharon L. Anderson, County Counsel

Approved as to form:

By _____
Stephen M. Siptroth
Deputy County Counsel

By _____
Thomas Lloyd Smith
City Attorney

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A – Grant Deed with Legal Description

(FORM APPROVED BY COUNTY COUNSEL 6/99)

SMS
H:\Client Matters\CCFCWCD\A021020 (Fitzuren Parcels - PSA with Antioch).doc

ATTACHMENT "C"

Recorded at the request of:

Return to:
City of Antioch
Attn: City Manager
P.O. Box 5007
Antioch, CA 94531

Assessor's Parcel Nos.: 067-342-001, -002, & -013

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

Grants 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, together with the County's rights, if any, in and to (a) privileges, rights, easements, and appurtenances belonging to the real property, including, without limitation, minerals, oil, gas, and other hydrocarbon substances on and under the real property, (b) development rights, air rights, water, water rights, and water stock relating to the real property, and (c) any land lying in the bed of any street, alley, road, or avenue adjacent to, abutting, or exclusively used in connection with such real property, to the centerline thereof to the extent included in the legal description of such real property.

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
CONTRA COSTA COUNTY;

Dated _____ By _____
Candace Andersen
Chair, Board of Supervisors

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, _____ Clerk of the Board of Supervisors, Contra Costa County, 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: _____
Deputy Clerk

EXHIBIT "A"

A parcel of land located in the City of Antioch, County of Contra Costa, State of California, being portions of Parcel 1 and Parcel 2 as described in the Individual Grant Deed from Gerald J. Jeffry and Sheila C. Jeffery, his wife, to Contra Costa County, a political subdivision of the State of California, dated May 18, 1978, recorded on June 19, 1978 as Recorder's Document No. 78-82495 in Book 8885 at Page 580 Official Records in the office of the Contra Costa County Recorder and a portion of that parcel described in the Grant Deed from Bruce D. Davis and Eileen D. Davis to Contra Costa County, a political subdivision of the State of California, dated June 12, 1984, recorded on June 29, 1984 as Recorder's Document No. 84-90706 in Book 11859 of Official Records at Page 412 in the office of said Contra Costa County Recorder, more particularly described as follows:

FCPID 5240

Beginning at the southwest corner of said parcel described in the Document No. 84-90706;

1. Thence North $00^{\circ}53'14''$ East, along the westerly line of said parcel described in Document No. 84-90706, for a distance of 177.83 feet to a point on the southerly Right of Way line of California State Route 4;
2. Thence, along said southerly Right of Way line, South $76^{\circ}17'13''$ East for a distance of 182.12 feet;
3. Thence South $78^{\circ}15'12''$ East for a distance of 69.34 feet;
4. Thence South $68^{\circ}39'42''$ East for a distance of 30.01 feet;
5. Thence South $78^{\circ}15'12''$ East for a distance of 101.26 feet;
6. Thence South $82^{\circ}04'03''$ East for a distance of 31.93 feet to a point on the north line of said Parcel 2;
7. Thence South $65^{\circ}33'03''$ East, continuing along said southerly Right of Way line and also said north line of Parcel 2, for a distance of 152.27 feet to the northeast corner of said Parcel 2;
8. Thence leaving said southerly Right of Way line, South $00^{\circ}53'14''$ West, along the easterly line of Parcel 2, a distance of 29.99 feet to a point on the north Right of Way line of Fitzuren Road, said point being the southeast corner of said Parcel 2;

9. Thence North 89°06'46" West along said north Right of Way line of Fitzuren Road, said line also being the south lines of said Parcels 1 and 2, and also the south line of that parcel described in Document No. 84-90706, for a distance of 544.50 feet, more or less, to the TRUE POINT OF BEGINNING.

Excepting Therefrom:

Any and all abutter's rights, including access to and from any portion of the Right of Way of California State Route 4, to and from any portion of the above described parcel, along and across all boundary lines of the above described parcel abutting said Right of Way of SR-4.

Also Excepting Therefrom:

Rights reserved in the deed from Gulf Oil Corporation, recorded October 28, 1968, Book 5739, Official Records, Page 282 as follows:

"All oil, petroleum, natural gas, mineral rights and other hydrocarbon substances lying below a depth of 500 vertical feet from the surface of said land for the purpose of exploration for, extracting, mining, boring, removing or marketing said substances."

Containing 61,996 square feet (1.423 acres), more or less.

Exhibit "B", a plat (CCCFC & WCD drawing FA-20,149), is attached hereto and by this reference made a part hereof.

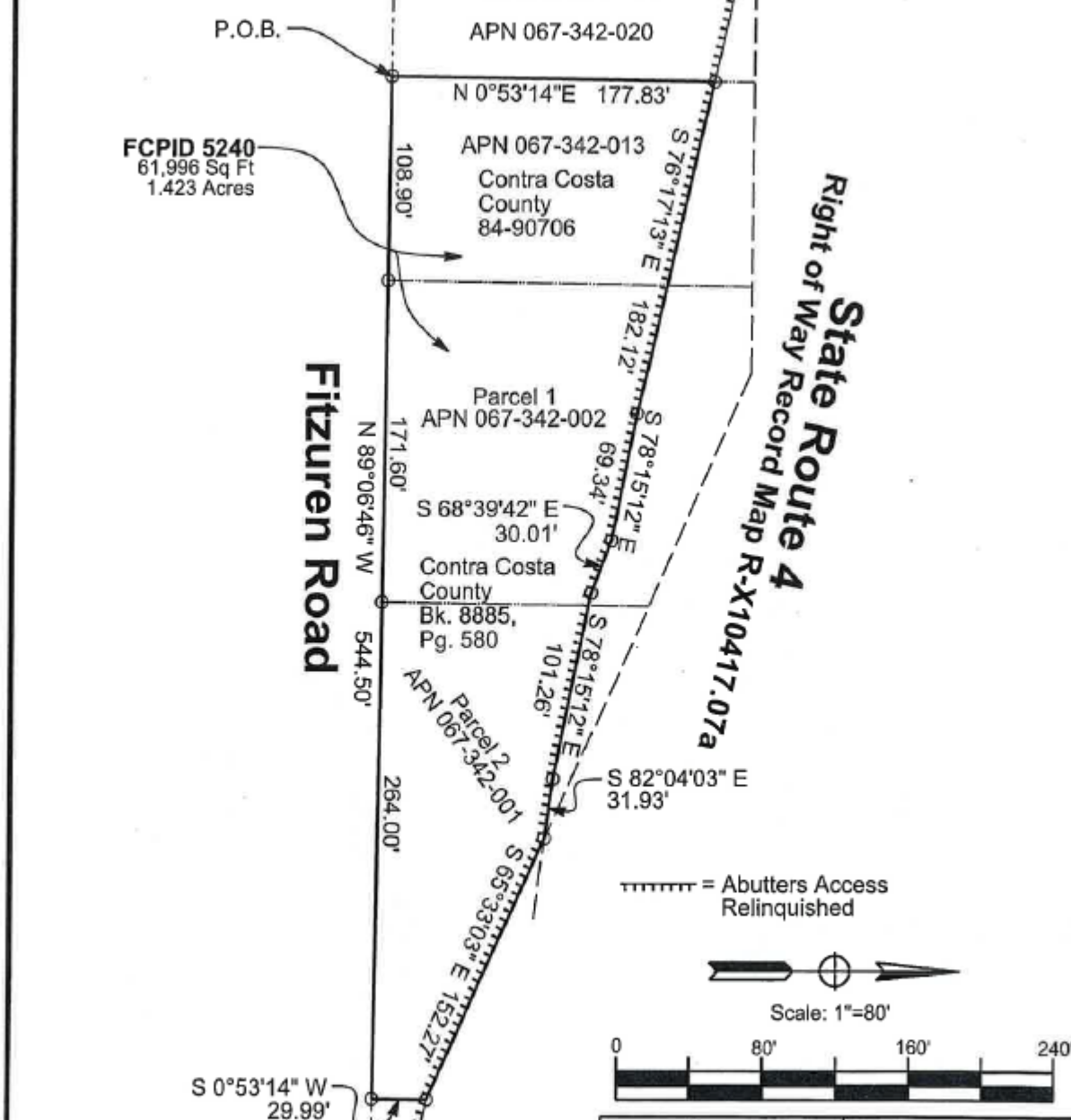
This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein
Licensed Land Surveyor
Contra Costa County Public Works



Date: 2/11/2020

EXHIBIT "B"
Plat to Accompany
EXHIBIT "A"



----- = Abutters Access Relinquished

Scale: 1"=80'


Page 1 of 1 CAD FILE: Antioch Storm Drain Excess Parcels

Contra Costa County 255 Glacier Drive
 Martinez, CA 94553
Public Works
Department

Instr _____
 Recorded _____ Series # _____


| | | | |
|------------|--------|-------------|------------|
| SCALE | 1"=80' | DATE | 02/11/2020 |
| DRAWN BY | BJD | DRAWING NO. | FA-20,149 |
| CHECKED BY | JAS | | |



| | | |
|--|---|---------------------------------|
| Instr _____ Recorded _____ Series # _____ |  Contra Costa County 255 Glacier Drive Martinez, CA 94553 Public Works Department | SCALE 1"=80' DATE 02/11/2020 |
| | DRAWN BY BJD | DRAWING NO. |
| | CHECKED BY JAS | FA-20,149 |

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: James D. Davis, City Treasurer 
SUBJECT: Treasurer's Report – February 2020

RECOMMENDED ACTION

It is recommended that the City Council receive and file the February 2020 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

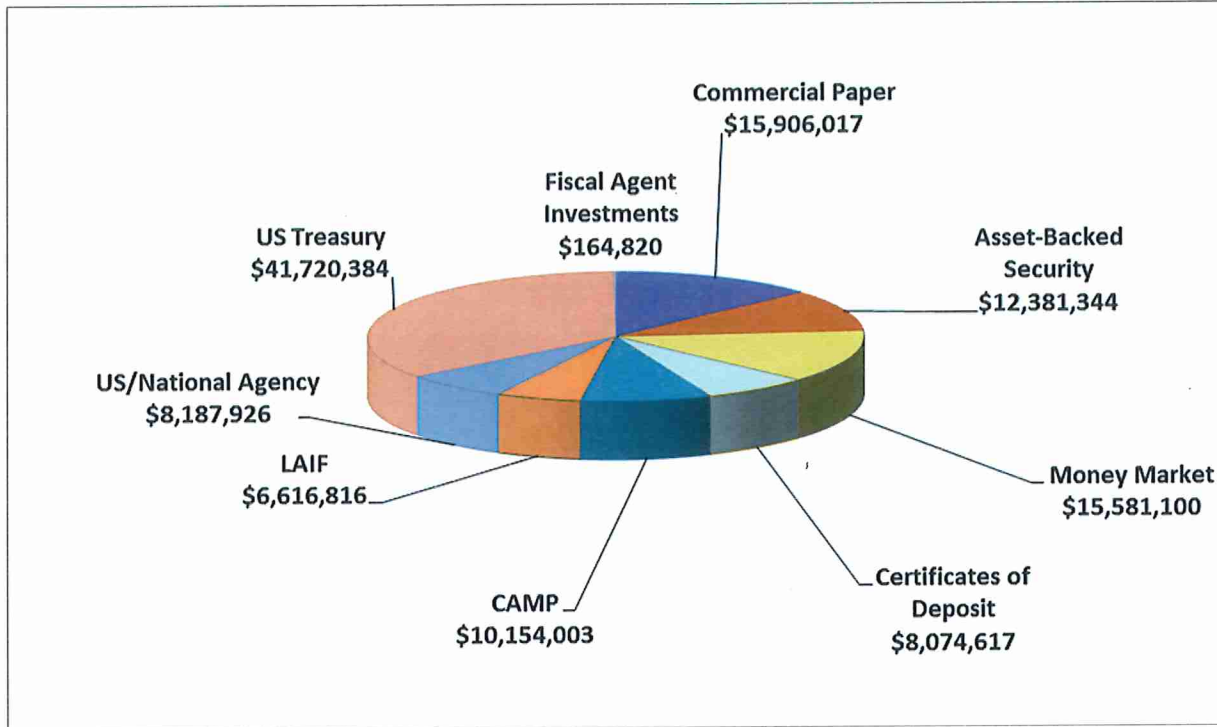
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided to comply with both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

ATTACHMENT

A. Treasurer's Report

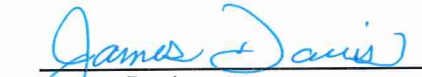
CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

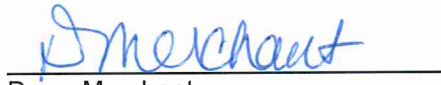
February 29, 2020



Total of City and Fiscal Agent Investments = \$118,787,027

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


James Davis
Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

| | <u>Amount</u> |
|--|------------------|
| Antioch Public Financing Authority 2015 Bonds | 288 |
| Antioch Development Agency 2009 Tax Allocation Bonds | 164,531 |
| | <u>\$164,820</u> |



Account Statement - Transaction Summary

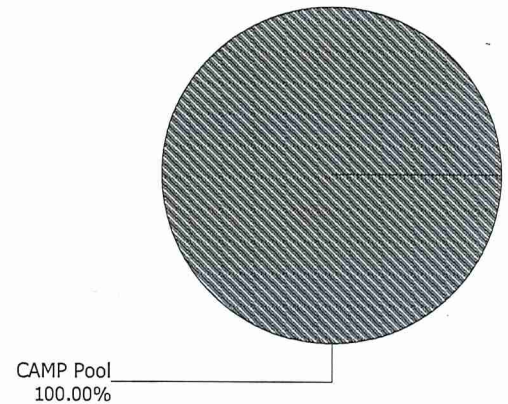
For the Month Ending February 29, 2020

City of Antioch - City of Antioch - 6090-001

| CAMP Pool | |
|-----------------------------|------------------------|
| Opening Market Value | 10,139,969.91 |
| Purchases | 14,032.61 |
| Redemptions | 0.00 |
| Unsettled Trades | 0.00 |
| Change in Value | 0.00 |
| Closing Market Value | \$10,154,002.52 |
| Cash Dividends and Income | 14,032.61 |

| Asset Summary | February 29, 2020 | January 31, 2020 |
|---------------|------------------------|------------------------|
| CAMP Pool | 10,154,002.52 | 10,139,969.91 |
| Total | \$10,154,002.52 | \$10,139,969.91 |

| Asset Allocation |
|-------------------|
| CAMP Pool 100.00% |





Account Statement

For the Month Ending **February 29, 2020**

City of Antioch - City of Antioch - 6090-001

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------------|-----------------|---|---------------------|------------------------------|----------------------|
| CAMP Pool | | | | | |
| Opening Balance | | | | | 10,139,969.91 |
| 02/28/20 | 03/02/20 | Accrual Income Div Reinvestment - Distributions | 1.00 | 14,032.61 | 10,154,002.52 |
| Closing Balance | | | | | 10,154,002.52 |

| | Month of February | Fiscal YTD July-February |
|-----------------------------------|----------------------|--------------------------|
| Opening Balance | 10,139,969.91 | 10,017,658.40 |
| Purchases | 14,032.61 | 136,344.12 |
| Redemptions (Excl. Checks) | 0.00 | 0.00 |
| Check Disbursements | 0.00 | 0.00 |
| Closing Balance | 10,154,002.52 | 10,154,002.52 |
| Cash Dividends and Income | 14,032.61 | 136,344.12 |

| | |
|-----------------------------------|---------------|
| Closing Balance | 10,154,002.52 |
| Average Monthly Balance | 10,140,937.68 |
| Monthly Distribution Yield | 1.75% |



Managed Account Summary Statement

For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

| | |
|-----------------------------|------------------------|
| Opening Market Value | \$87,208,008.99 |
| Maturities/Calls | (108,675.84) |
| Principal Dispositions | (2,488,867.95) |
| Principal Acquisitions | 2,854,066.11 |
| Unsettled Trades | 0.00 |
| Change in Current Value | 486,775.80 |
| Closing Market Value | \$87,951,307.11 |

Cash Transactions Summary - Managed Account

| | |
|---------------------------------|----------------|
| Maturities/Calls | 0.00 |
| Sale Proceeds | 2,911,392.49 |
| Coupon/Interest/Dividend Income | 200,871.25 |
| Principal Payments | 108,675.84 |
| Security Purchases | (3,357,416.38) |
| Net Cash Contribution | 136,476.80 |
| Reconciling Transactions | 0.00 |

Earnings Reconciliation (Cash Basis) - Managed Account

| | |
|---|---------------------|
| Interest/Dividends/Coupons Received | 219,279.58 |
| Less Purchased Interest Related to Interest/Coupons | (3,693.02) |
| Plus Net Realized Gains/Losses | 33,292.12 |
| Total Cash Basis Earnings | \$248,878.68 |

Cash Balance

| | |
|-----------------------------|---------------|
| Closing Cash Balance | \$0.00 |
|-----------------------------|---------------|

Earnings Reconciliation (Accrual Basis)

| | Total |
|--|---------------------|
| Ending Amortized Value of Securities | 86,270,289.49 |
| Ending Accrued Interest | 392,279.89 |
| Plus Proceeds from Sales | 2,505,933.13 |
| Plus Proceeds of Maturities/Calls/Principal Payments | 108,675.84 |
| Plus Coupons/Dividends Received | 200,871.25 |
| Less Cost of New Purchases | (2,857,759.13) |
| Less Beginning Amortized Value of Securities | (85,980,984.31) |
| Less Beginning Accrued Interest | (444,761.55) |
| Total Accrual Basis Earnings | \$194,544.61 |



Portfolio Summary and Statistics

For the Month Ending February 29, 2020

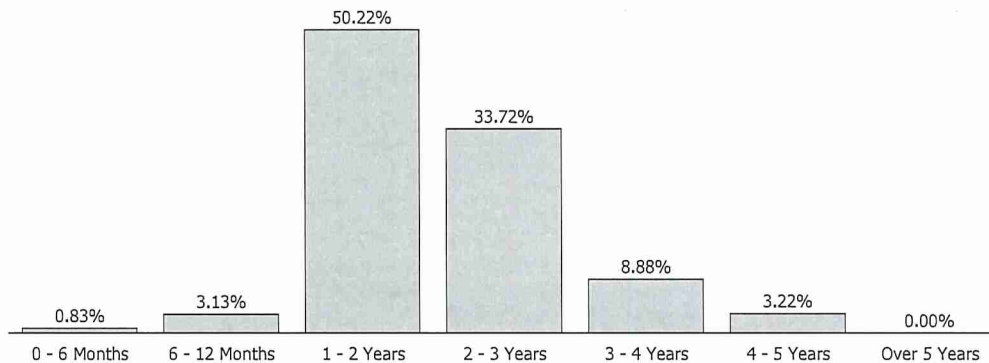
CITY OF ANTIOCH, CA - 04380500

Account Summary

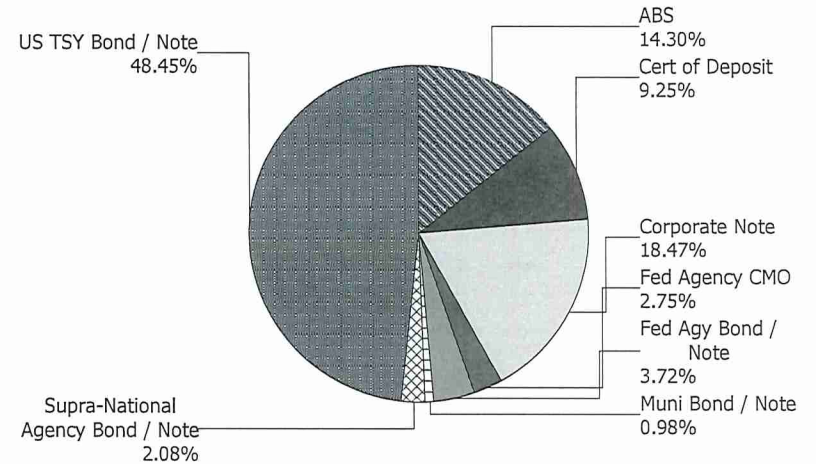
| Description | Par Value | Market Value | Percent |
|---|----------------------|----------------------|----------------|
| U.S. Treasury Bond / Note | 41,850,000.00 | 42,605,434.00 | 48.45 |
| Supra-National Agency Bond / Note | 1,790,000.00 | 1,825,202.98 | 2.08 |
| Municipal Bond / Note | 845,000.00 | 859,373.45 | 0.98 |
| Federal Agency Collateralized Mortgage Obligation | 2,367,155.93 | 2,423,003.39 | 2.75 |
| Federal Agency Bond / Note | 3,175,000.00 | 3,274,293.00 | 3.72 |
| Corporate Note | 15,900,000.00 | 16,246,259.70 | 18.47 |
| Certificate of Deposit | 8,075,000.00 | 8,139,140.86 | 9.25 |
| Asset-Backed Security | 12,382,567.37 | 12,578,599.73 | 14.30 |
| Managed Account Sub-Total | 86,384,723.30 | 87,951,307.11 | 100.00% |
| Accrued Interest | | 392,279.89 | |
| Total Portfolio | 86,384,723.30 | 88,343,587.00 | |

Unsettled Trades **0.00** **0.00**

Maturity Distribution



Sector Allocation



Characteristics

| | |
|-----------------------------------|-------|
| Yield to Maturity at Cost | 2.40% |
| Yield to Maturity at Market | 1.23% |
| Duration to Worst | 1.78 |
| Weighted Average Days to Maturity | 767 |



Managed Account Issuer Summary

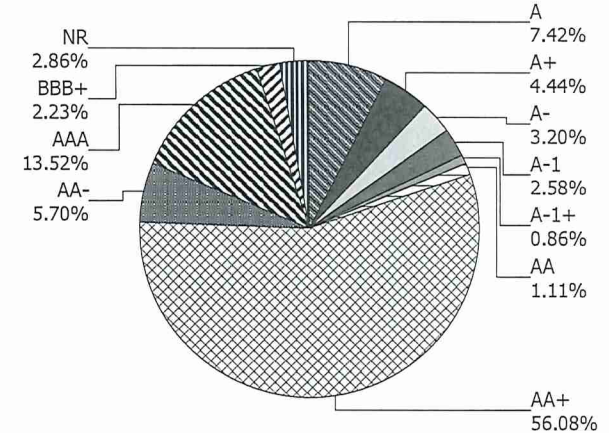
For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

| Issuer | Market Value of Holdings | Percent |
|----------------------------------|--------------------------|---------|
| 3M COMPANY | 436,094.55 | 0.50 |
| ADOBE INC | 329,545.13 | 0.37 |
| ALLY AUTO RECEIVABLES TRUST | 320,738.80 | 0.36 |
| AMERICAN EXPRESS CO | 455,832.00 | 0.52 |
| AMERICAN HONDA FINANCE | 818,557.90 | 0.93 |
| APPLE INC | 639,756.53 | 0.73 |
| BANK OF AMERICA CO | 728,299.48 | 0.83 |
| BANK OF MONTREAL | 730,198.25 | 0.83 |
| BB&T CORPORATION | 828,232.00 | 0.94 |
| BOEING COMPANY | 434,605.33 | 0.49 |
| BURLINGTON NORTHERN SANTA FE | 293,038.14 | 0.33 |
| CALIFORNIA ST | 859,373.45 | 0.98 |
| CAPITAL ONE FINANCIAL CORP | 809,642.40 | 0.92 |
| CAPITAL ONE PRIME AUTO REC TRUST | 234,322.39 | 0.27 |
| CARMAX AUTO OWNER TRUST | 1,157,599.35 | 1.32 |
| CATERPILLAR INC | 891,810.87 | 1.01 |
| CHARLES SCHWAB | 357,504.35 | 0.41 |
| CHEVRON CORPORATION | 447,057.08 | 0.51 |
| CITIGROUP INC | 357,357.35 | 0.41 |
| CREDIT AGRICOLE SA | 785,296.65 | 0.89 |
| DEERE & COMPANY | 284,041.73 | 0.32 |
| DISCOVER FINANCIAL SERVICES | 335,986.43 | 0.38 |
| DNB ASA | 881,099.63 | 1.00 |
| EXXON MOBIL CORP | 383,713.13 | 0.44 |
| FANNIE MAE | 2,512,081.02 | 2.87 |
| FEDERAL HOME LOAN BANKS | 1,625,689.80 | 1.86 |
| FIFTH THIRD AUTO TRUST | 289,196.85 | 0.33 |
| FORD CREDIT AUTO LEASE TRUST | 648,380.35 | 0.74 |
| FORD CREDIT AUTO OWNER TRUST | 643,429.90 | 0.73 |
| FREDDIE MAC | 1,559,525.57 | 1.77 |
| GM FINANCIAL AUTO LEASING TRUST | 476,795.19 | 0.54 |
| GM FINANCIAL SECURITIZED TERM | 909,988.35 | 1.03 |

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Issuer | Market Value of Holdings | Percent |
|--|-------------------------------------|----------------|
| GOLDMAN SACHS GROUP INC | 405,856.80 | 0.46 |
| HARLEY-DAVIDSON MOTORCYCLE TRUST | 606,398.18 | 0.69 |
| HERSHEY COMPANY | 285,829.60 | 0.32 |
| HOME DEPOT INC | 234,084.15 | 0.27 |
| HONDA AUTO RECEIVABLES | 1,068,858.95 | 1.22 |
| HONEYWELL INTERNATIONAL | 168,696.83 | 0.19 |
| HYUNDAI AUTO RECEIVABLES | 767,616.20 | 0.87 |
| IBM CORP | 329,344.93 | 0.37 |
| INTERNATIONAL FINANCE CORPORATION | 736,312.90 | 0.84 |
| INTL BANK OF RECONSTRUCTION AND DEV | 1,088,890.08 | 1.24 |
| JP MORGAN CHASE & CO | 826,284.00 | 0.94 |
| MERCEDES-BENZ AUTO LEASE TRUST | 766,548.69 | 0.87 |
| MITSUBISHI UFJ FINANCIAL GROUP INC | 784,582.88 | 0.89 |
| MORGAN STANLEY | 738,660.90 | 0.84 |
| NATIONAL RURAL UTILITIES CO FINANCE CORP | 482,133.30 | 0.55 |
| NISSAN AUTO LEASE TRUST | 298,447.64 | 0.34 |
| NISSAN AUTO RECEIVABLES | 1,319,388.70 | 1.50 |
| NORDEA BANK AB | 801,671.20 | 0.91 |
| PACCAR FINANCIAL CORP | 588,952.66 | 0.67 |
| PFIZER INC | 698,685.38 | 0.79 |
| ROYAL BANK OF CANADA | 967,999.65 | 1.10 |
| SKANDINAVISKA ENSKILDA BANKEN AB | 801,865.60 | 0.91 |
| SOCIETE GENERALE | 874,501.25 | 0.99 |
| SUMITOMO MITSUI FINANCIAL GROUP INC | 758,462.25 | 0.86 |
| SWEDBANK AB | 753,463.50 | 0.86 |
| THE BANK OF NEW YORK MELLON CORPORATION | 809,206.10 | 0.92 |
| THE WALT DISNEY CORPORATION | 217,183.97 | 0.25 |
| TOYOTA MOTOR CORP | 1,127,534.37 | 1.28 |
| UNILEVER PLC | 583,090.83 | 0.66 |
| UNITED PARCEL SERVICE INC | 442,831.40 | 0.50 |
| UNITED STATES TREASURY | 42,605,434.00 | 48.45 |
| US BANCORP | 417,555.41 | 0.47 |
| VERIZON OWNER TRUST | 780,888.29 | 0.89 |



Managed Account Issuer Summary

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Issuer | Market Value of Holdings | Percent |
|-----------------------------|-------------------------------------|----------------|
| VOLKSWAGEN AUTO LEASE TURST | 222,339.68 | 0.25 |
| VOLKSWAGEN OF AMERICA | 594,845.61 | 0.68 |
| WAL-MART STORES INC | 532,071.28 | 0.60 |
| Total | \$87,951,307.11 | 100.00% |



Managed Account Detail of Securities Held

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|--------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY NOTES DTD 06/02/2014 2.000% 05/31/2021 | 912828WN6 | 2,900,000.00 | AA+ | Aaa | 06/04/18 | 06/06/18 | 2,848,457.03 | 2.62 | 14,579.23 | 2,877,957.45 | 2,934,437.50 |
| UNITED STATES TREASURY NOTES DTD 05/31/2019 2.125% 05/31/2021 | 9128286V7 | 3,000,000.00 | AA+ | Aaa | 09/17/19 | 09/18/19 | 3,015,351.56 | 1.82 | 16,024.59 | 3,011,345.52 | 3,040,312.50 |
| US TREASURY NOTES DTD 06/30/2014 2.125% 06/30/2021 | 912828WR7 | 1,300,000.00 | AA+ | Aaa | 07/03/18 | 07/06/18 | 1,280,093.75 | 2.66 | 4,629.46 | 1,290,922.45 | 1,318,890.56 |
| US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 550,000.00 | AA+ | Aaa | 10/02/18 | 10/04/18 | 547,916.02 | 2.89 | 623.28 | 548,922.95 | 564,007.84 |
| US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 725,000.00 | AA+ | Aaa | 09/12/18 | 09/14/18 | 723,838.87 | 2.81 | 821.60 | 724,412.74 | 743,464.88 |
| US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 2,550,000.00 | AA+ | Aaa | 09/05/18 | 09/07/18 | 2,552,091.80 | 2.72 | 2,889.77 | 2,551,072.48 | 2,614,945.44 |
| US TREASURY NOTES DTD 10/31/2014 2.000% 10/31/2021 | 912828F96 | 1,600,000.00 | AA+ | Aaa | 11/02/18 | 11/02/18 | 1,556,375.00 | 2.96 | 10,725.27 | 1,575,285.68 | 1,627,249.92 |
| US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021 | 912828T67 | 2,125,000.00 | AA+ | Aaa | 11/08/19 | 11/12/19 | 2,107,070.31 | 1.69 | 8,902.82 | 2,109,791.95 | 2,135,293.08 |
| US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021 | 912828T67 | 3,000,000.00 | AA+ | Aaa | 09/17/19 | 09/18/19 | 2,968,593.75 | 1.76 | 12,568.68 | 2,975,221.41 | 3,014,531.40 |
| US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022 | 9128285V8 | 2,300,000.00 | AA+ | Aaa | 01/29/19 | 01/31/19 | 2,296,675.78 | 2.55 | 7,266.48 | 2,297,874.13 | 2,366,484.26 |
| US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022 | 912828V72 | 3,425,000.00 | AA+ | Aaa | 01/07/19 | 01/09/19 | 3,362,654.30 | 2.50 | 5,292.75 | 3,385,397.82 | 3,486,543.14 |
| US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022 | 9128286C9 | 2,800,000.00 | AA+ | Aaa | 03/01/19 | 03/05/19 | 2,796,937.50 | 2.54 | 2,884.62 | 2,797,954.88 | 2,885,312.64 |
| UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022 | 9128286M7 | 1,050,000.00 | AA+ | Aaa | 05/01/19 | 05/03/19 | 1,050,738.28 | 2.23 | 8,907.79 | 1,050,540.07 | 1,079,531.25 |
| US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022 | 9128282P4 | 800,000.00 | AA+ | Aaa | 07/01/19 | 07/03/19 | 802,718.75 | 1.76 | 1,236.26 | 802,151.29 | 818,750.00 |



Managed Account Detail of Securities Held

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022 | 9128282P4 | 3,375,000.00 | AA+ | Aaa | 06/03/19 | 06/05/19 | 3,377,768.55 | 1.85 | 5,215.49 | 3,377,159.70 | 3,454,101.56 |
| US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022 | 9128282S8 | 1,350,000.00 | AA+ | Aaa | 08/02/19 | 08/05/19 | 1,347,310.55 | 1.69 | 59.61 | 1,347,806.83 | 1,374,468.75 |
| US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022 | 9128282S8 | 1,700,000.00 | AA+ | Aaa | 10/03/19 | 10/04/19 | 1,713,945.31 | 1.34 | 75.07 | 1,712,019.99 | 1,730,812.50 |
| UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022 | 912828YK0 | 450,000.00 | AA+ | Aaa | 12/20/19 | 12/20/19 | 446,343.75 | 1.67 | 2,332.99 | 446,595.19 | 455,695.29 |
| UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022 | 912828YK0 | 1,000,000.00 | AA+ | Aaa | 10/31/19 | 11/04/19 | 996,289.06 | 1.50 | 5,184.43 | 996,689.24 | 1,012,656.20 |
| UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022 | 912828YK0 | 3,150,000.00 | AA+ | Aaa | 12/02/19 | 12/04/19 | 3,127,851.56 | 1.63 | 16,330.94 | 3,129,683.98 | 3,189,867.03 |
| UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023 | 912828Z29 | 1,200,000.00 | AA+ | Aaa | 02/03/20 | 02/05/20 | 1,205,906.25 | 1.33 | 2,274.73 | 1,205,771.05 | 1,220,812.56 |
| US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023 | 912828P38 | 1,500,000.00 | AA+ | Aaa | 01/02/20 | 01/06/20 | 1,506,093.75 | 1.61 | 2,163.46 | 1,505,807.42 | 1,537,265.70 |
| Security Type Sub-Total | | 41,850,000.00 | | | | | 41,631,021.48 | 2.11 | 130,989.32 | 41,720,384.22 | 42,605,434.00 |
| Supra-National Agency Bond / Note | | | | | | | | | | | |
| INTERNATIONAL FINANCE CORPORATION NOTE DTD 03/16/2018 2.635% 03/09/2021 | 45950VLQ7 | 725,000.00 | AAA | Aaa | 03/09/18 | 03/16/18 | 724,456.25 | 2.66 | 9,127.35 | 724,807.87 | 736,312.90 |
| INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021 | 459058GH0 | 1,065,000.00 | AAA | Aaa | 07/18/18 | 07/25/18 | 1,062,507.90 | 2.83 | 3,091.46 | 1,063,813.31 | 1,088,890.08 |
| Security Type Sub-Total | | 1,790,000.00 | | | | | 1,786,964.15 | 2.76 | 12,218.81 | 1,788,621.18 | 1,825,202.98 |
| Municipal Bond / Note | | | | | | | | | | | |



Managed Account Detail of Securities Held

For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|-------------------|---------------|-------------------|---------------|----------------|-------------------|----------------|---------------------|-------------------|-------------------|
| Municipal Bond / Note | | | | | | | | | | | |
| CA ST TXBL GO BONDS DTD 04/25/2018 2.800% 04/01/2021 | 13063DGA0 | 845,000.00 | AA- | Aa2 | 04/18/18 | 04/25/18 | 845,033.80 | 2.80 | 9,858.33 | 845,009.24 | 859,373.45 |
| Security Type Sub-Total | | 845,000.00 | | | | | 845,033.80 | 2.80 | 9,858.33 | 845,009.24 | 859,373.45 |

| | | | | | | | | | | | |
|--|-----------|---------------------|-----|-----|----------|----------|---------------------|-------------|-----------------|---------------------|---------------------|
| Federal Agency Collateralized Mortgage Obligation | | | | | | | | | | | |
| FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021 | 3136B1XP4 | 314,785.01 | AA+ | Aaa | 04/11/18 | 04/30/18 | 321,046.39 | 2.27 | 933.86 | 317,510.83 | 317,560.01 |
| FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/25/2022 | 3137BLUR7 | 375,000.00 | AA+ | Aaa | 03/13/19 | 03/18/19 | 374,533.45 | 2.68 | 848.75 | 374,533.45 | 385,094.09 |
| FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/25/2022 | 3137AVXN2 | 360,000.00 | AA+ | Aaa | 06/12/19 | 06/17/19 | 361,321.88 | 2.03 | 706.50 | 360,936.36 | 368,664.52 |
| FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/25/2022 | 3137B1BS0 | 375,000.00 | AA+ | Aaa | 08/13/19 | 08/16/19 | 381,210.94 | 1.43 | 784.38 | 380,200.09 | 386,308.43 |
| FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGO4 | 229,171.50 | AA+ | Aaa | 09/11/19 | 09/16/19 | 230,599.47 | 1.82 | 435.43 | 230,382.03 | 234,836.15 |
| FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGO4 | 303,577.84 | AA+ | Aaa | 09/04/19 | 09/09/19 | 307,555.02 | 1.42 | 576.80 | 306,965.35 | 311,081.66 |
| FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023 | 3137FKK39 | 232,379.72 | AA+ | Aaa | 12/07/18 | 12/17/18 | 232,379.02 | 3.11 | 620.26 | 232,379.02 | 238,233.37 |
| FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024 | 3137FQ3V3 | 177,241.86 | AA+ | Aaa | 11/20/19 | 11/26/19 | 177,237.61 | 2.03 | 308.99 | 177,237.61 | 181,225.16 |
| Security Type Sub-Total | | 2,367,155.93 | | | | | 2,385,883.78 | 2.08 | 5,214.97 | 2,380,144.74 | 2,423,003.39 |

| | | | | | | | | | | | |
|---|-----------|--------------|-----|-----|----------|----------|--------------|------|-----------|--------------|--------------|
| Federal Agency Bond / Note | | | | | | | | | | | |
| FEDERAL HOME LOAN BANKS NOTES DTD 10/12/2018 3.000% 10/12/2021 | 3130AF5B9 | 1,575,000.00 | AA+ | Aaa | 11/02/18 | 11/02/18 | 1,573,866.00 | 3.03 | 18,243.75 | 1,574,376.06 | 1,625,689.80 |
| FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022 | 3135G0U92 | 800,000.00 | AA+ | Aaa | 01/09/19 | 01/11/19 | 799,424.00 | 2.65 | 2,916.67 | 799,637.46 | 824,301.60 |



Managed Account Detail of Securities Held

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|---------------------|---------------|-------------------|---------------|----------------|---------------------|----------------|---------------------|---------------------|---------------------|
| Federal Agency Bond / Note | | | | | | | | | | | |
| FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022 | 3135G0U92 | 800,000.00 | AA+ | Aaa | 01/29/19 | 01/31/19 | 800,208.00 | 2.62 | 2,916.67 | 800,137.58 | 824,301.60 |
| Security Type Sub-Total | | 3,175,000.00 | | | | | 3,173,498.00 | 2.83 | 24,077.09 | 3,174,151.10 | 3,274,293.00 |
| Corporate Note | | | | | | | | | | | |
| AMERICAN EXPRESS CO CORP NOTES DTD 02/22/2019 3.000% 02/22/2021 | 025816CB3 | 450,000.00 | BBB+ | A3 | 02/19/19 | 02/22/19 | 449,550.00 | 3.05 | 337.50 | 449,777.26 | 455,832.00 |
| NATIONAL RURAL UTIL COOP NOTE DTD 02/26/2018 2.900% 03/15/2021 | 63743HER9 | 300,000.00 | A | A2 | 02/21/18 | 02/26/18 | 299,667.00 | 2.94 | 4,011.67 | 299,882.32 | 305,239.80 |
| UNILEVER CAPITAL CORP NOTES DTD 03/22/2018 2.750% 03/22/2021 | 904764AZ0 | 575,000.00 | A+ | A1 | 03/19/18 | 03/22/18 | 572,061.75 | 2.93 | 6,983.85 | 573,934.44 | 583,090.83 |
| UNITED PARCEL SERVICE CORPORATE BOND DTD 11/14/2017 2.050% 04/01/2021 | 911312BP0 | 440,000.00 | A | A2 | 11/09/17 | 11/14/17 | 439,304.80 | 2.10 | 3,758.33 | 439,770.53 | 442,831.40 |
| TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021 | 89236TEU5 | 440,000.00 | AA- | Aa3 | 04/10/18 | 04/13/18 | 439,824.00 | 2.96 | 4,975.67 | 439,932.71 | 447,522.68 |
| BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 02/19/2016 2.500% 04/15/2021 | 06406FAA1 | 175,000.00 | A | A1 | 02/16/18 | 02/21/18 | 172,726.75 | 2.93 | 1,652.78 | 174,167.83 | 176,962.80 |
| MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021 | 61746BEA0 | 350,000.00 | BBB+ | A3 | 02/13/18 | 02/15/18 | 344,120.00 | 3.06 | 3,159.72 | 347,835.07 | 353,475.15 |
| HERSHEY COMPANY CORP NOTES DTD 05/10/2018 3.100% 05/15/2021 | 427866BA5 | 280,000.00 | A | A1 | 05/03/18 | 05/10/18 | 279,806.80 | 3.12 | 2,555.78 | 279,920.24 | 285,829.60 |
| CHARLES SCHWAB CORP NOTES DTD 05/22/2018 3.250% 05/21/2021 | 808513AW5 | 350,000.00 | A | A2 | 05/17/18 | 05/22/18 | 349,989.50 | 3.25 | 3,159.72 | 349,995.50 | 357,504.35 |
| WAL-MART STORES INC CORP NOTES DTD 06/27/2018 3.125% 06/23/2021 | 931142EJ8 | 520,000.00 | AA | Aa2 | 06/20/18 | 06/27/18 | 519,974.00 | 3.13 | 3,069.44 | 519,987.70 | 532,071.28 |
| BOEING CO DTD 07/31/2019 2.300% 08/01/2021 | 097023CL7 | 130,000.00 | A- | Baa1 | 07/29/19 | 07/31/19 | 129,994.80 | 2.30 | 249.17 | 129,996.33 | 131,320.93 |



Managed Account Detail of Securities Held

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|------------|------------|----------------|------------|-------------|---------------|-------------|------------------|----------------|--------------|
| Corporate Note | | | | | | | | | | | |
| CATERPILLAR FINANCIAL SERVICES CORP CORP DTD 09/07/2018 3.150% 09/07/2021 | 1491302N8 | 205,000.00 | A | A3 | 09/04/18 | 09/07/18 | 204,842.15 | 3.18 | 3,121.13 | 204,918.34 | 210,558.78 |
| 3M COMPANY DTD 09/14/2018 3.000% 09/14/2021 | 88579YBA8 | 175,000.00 | A+ | A1 | 09/11/18 | 09/14/18 | 174,641.25 | 3.07 | 2,435.42 | 174,812.24 | 179,286.80 |
| BURLINGTN NORTH SANTA FE CORP NOTES DTD 08/22/2011 3.450% 09/15/2021 | 12189LAF8 | 285,000.00 | A+ | A3 | 08/09/19 | 08/13/19 | 292,105.05 | 2.22 | 4,533.88 | 290,268.27 | 293,038.14 |
| PFIZER INC CORP NOTE DTD 09/07/2018 3.000% 09/15/2021 | 717081EM1 | 450,000.00 | AA- | A1 | 09/04/18 | 09/07/18 | 449,392.50 | 3.05 | 6,225.00 | 449,682.66 | 461,501.10 |
| BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021 | 06051GGS2 | 275,000.00 | A- | A2 | 09/22/17 | 09/26/17 | 274,560.00 | 2.37 | 2,667.50 | 274,821.31 | 276,251.53 |
| BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021 | 06051GGS2 | 450,000.00 | A- | A2 | 09/13/17 | 09/18/17 | 450,000.00 | 2.33 | 4,365.00 | 450,000.00 | 452,047.95 |
| BOEING COMPANY NOTE DTD 10/31/2014 2.350% 10/30/2021 | 097023BG9 | 300,000.00 | A- | Baa1 | 05/21/19 | 05/23/19 | 296,922.00 | 2.79 | 2,369.58 | 297,878.14 | 303,284.40 |
| CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021 | 172967LC3 | 350,000.00 | BBB+ | A3 | 01/15/19 | 01/17/19 | 343,633.50 | 3.57 | 2,340.14 | 346,034.42 | 357,357.35 |
| AMERICAN HONDA FINANCE CORP NOTES DTD 10/10/2018 3.375% 12/10/2021 | 02665WCP4 | 250,000.00 | A | A2 | 10/03/18 | 10/10/18 | 249,880.00 | 3.39 | 1,898.44 | 249,926.72 | 258,546.25 |
| TOYOTA MOTOR CREDIT CORP BONDS DTD 01/09/2017 2.600% 01/11/2022 | 89236TDP7 | 345,000.00 | AA- | Aa3 | 12/28/18 | 12/31/18 | 339,172.95 | 3.19 | 1,245.83 | 341,355.06 | 352,823.91 |
| NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022 | 63743HET5 | 175,000.00 | A | A2 | 01/22/20 | 02/05/20 | 174,846.00 | 1.80 | 221.18 | 174,851.54 | 176,893.50 |
| PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022 | 69371RP75 | 170,000.00 | A+ | A1 | 02/22/19 | 03/01/19 | 169,850.40 | 2.88 | 2,422.50 | 169,898.85 | 175,742.26 |
| HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022 | 437076BV3 | 225,000.00 | A | A2 | 11/27/18 | 12/06/18 | 224,383.50 | 3.34 | 3,656.25 | 224,606.50 | 234,084.15 |
| 3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022 | 88579YBF7 | 250,000.00 | A+ | A1 | 02/12/19 | 02/22/19 | 249,882.50 | 2.77 | 3,437.50 | 249,920.48 | 256,807.75 |



Managed Account Detail of Securities Held

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Corporate Note | | | | | | | | | | | |
| EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022 | 30231GAJ1 | 375,000.00 | AA+ | Aaa | 11/26/18 | 11/28/18 | 363,615.00 | 3.38 | 4,369.53 | 367,852.08 | 383,713.13 |
| PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022 | 717081ER0 | 230,000.00 | AA- | A1 | 03/04/19 | 03/11/19 | 229,986.20 | 2.80 | 3,041.11 | 229,990.55 | 237,184.28 |
| US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022 | 91159HHC7 | 105,000.00 | A+ | A1 | 07/24/19 | 07/26/19 | 107,086.35 | 2.22 | 1,452.50 | 106,610.05 | 108,255.11 |
| US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022 | 91159HHC7 | 300,000.00 | A+ | A1 | 07/24/19 | 07/26/19 | 305,925.00 | 2.22 | 4,150.00 | 304,572.45 | 309,300.30 |
| JOHN DEERE CAPITAL CORP DTD 03/07/2019 2.950% 04/01/2022 | 24422EUT4 | 275,000.00 | A | A2 | 03/04/19 | 03/07/19 | 274,868.00 | 2.97 | 3,380.21 | 274,906.69 | 284,041.73 |
| GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022 | 38141GWC4 | 400,000.00 | BBB+ | A3 | 02/13/19 | 02/15/19 | 395,608.00 | 3.36 | 4,166.67 | 397,000.93 | 405,856.80 |
| PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022 | 69371RP83 | 400,000.00 | A+ | A1 | 05/03/19 | 05/10/19 | 399,784.00 | 2.67 | 3,268.33 | 399,840.58 | 413,210.40 |
| APPLE INC CORP NOTES DTD 05/13/2015 2.700% 05/13/2022 | 037833BF6 | 400,000.00 | AA+ | Aa1 | 06/12/19 | 06/14/19 | 405,032.00 | 2.25 | 3,240.00 | 403,831.51 | 411,852.00 |
| MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022 | 61744YAH1 | 375,000.00 | BBB+ | A3 | 04/05/19 | 04/09/19 | 372,513.75 | 2.97 | 2,921.88 | 373,210.78 | 385,185.75 |
| BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022 | 05531FBG7 | 800,000.00 | A- | A3 | 03/11/19 | 03/18/19 | 799,976.00 | 3.05 | 4,812.22 | 799,983.04 | 828,232.00 |
| AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022 | 02665WCY5 | 550,000.00 | A | A2 | 06/24/19 | 06/27/19 | 549,494.00 | 2.23 | 2,151.11 | 549,605.50 | 560,011.65 |
| IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022 | 459200HG9 | 325,000.00 | A | A2 | 10/30/19 | 11/01/19 | 323,966.50 | 1.99 | 507.81 | 324,092.25 | 329,344.93 |
| HONEYWELL INTERNATIONAL CORPORATE NOTE DTD 08/08/2019 2.150% 08/08/2022 | 438516BT2 | 165,000.00 | A | A2 | 07/30/19 | 08/08/19 | 164,833.35 | 2.19 | 226.65 | 164,863.87 | 168,696.83 |



Managed Account Detail of Securities Held

For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|--------------|----------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|----------------------|
| Corporate Note | | | | | | | | | | | |
| BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022 | 06406RAK3 | 175,000.00 | A | A1 | 09/03/19 | 09/05/19 | 175,483.00 | 1.85 | 75.83 | 175,405.61 | 177,312.10 |
| BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022 | 06406RAK3 | 250,000.00 | A | A1 | 08/20/19 | 08/23/19 | 249,920.00 | 1.96 | 108.33 | 249,933.60 | 253,303.00 |
| WALT DISNEY COMPANY/THE DTD 09/06/2019 1.650% 09/01/2022 | 254687FJ0 | 215,000.00 | A | A2 | 09/03/19 | 09/06/19 | 214,533.45 | 1.72 | 1,724.48 | 214,607.61 | 217,183.97 |
| CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022 | 14913O3A5 | 420,000.00 | A | A3 | 09/03/19 | 09/06/19 | 419,416.20 | 1.95 | 3,879.17 | 419,508.52 | 426,521.34 |
| APPLE INC DTD 09/11/2019 1.700% 09/11/2022 | 037833DL1 | 225,000.00 | AA+ | Aa1 | 09/04/19 | 09/11/19 | 224,961.75 | 1.71 | 1,806.25 | 224,967.64 | 227,904.53 |
| CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022 | 14913O3C1 | 250,000.00 | A | A3 | 01/09/20 | 01/13/20 | 249,885.00 | 1.97 | 650.00 | 249,889.40 | 254,730.75 |
| BANK OF NY MELLON CORP DTD 01/28/2020 1.850% 01/27/2023 | 06406RAM9 | 200,000.00 | A | A1 | 01/21/20 | 01/28/20 | 199,860.00 | 1.87 | 339.17 | 199,864.18 | 201,628.20 |
| ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023 | 00724PAA7 | 100,000.00 | A | A2 | 01/22/20 | 02/03/20 | 99,863.00 | 1.75 | 132.22 | 99,866.48 | 101,398.50 |
| ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023 | 00724PAA7 | 225,000.00 | A | A2 | 01/23/20 | 02/03/20 | 224,948.25 | 1.71 | 297.50 | 224,949.56 | 228,146.63 |
| JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023 | 46647PBB1 | 800,000.00 | A- | A2 | 03/15/19 | 03/22/19 | 800,000.00 | 3.21 | 10,690.00 | 800,000.00 | 826,284.00 |
| CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023 | 166764AH3 | 425,000.00 | AA | Aa2 | 02/25/20 | 02/27/20 | 446,560.25 | 1.62 | 2,523.99 | 446,490.12 | 447,057.08 |
| Security Type Sub-Total | | 15,900,000.00 | | | | | 15,889,250.25 | 2.68 | 134,767.94 | 15,906,017.46 | 16,246,259.70 |
| Certificate of Deposit | | | | | | | | | | | |
| BANK OF MONTREAL CHICAGO CERT DEPOS DTD 08/03/2018 3.190% 08/03/2020 | 06370REU9 | 725,000.00 | A-1 | P-1 | 08/01/18 | 08/03/18 | 725,000.00 | 3.23 | 13,426.80 | 725,000.00 | 730,198.25 |



Managed Account Detail of Securities Held

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|---------------------|------------|----------------|------------|-------------|---------------------|-------------|------------------|---------------------|---------------------|
| Certificate of Deposit | | | | | | | | | | | |
| SUMITOMO MITSUI BANK NY CERT DEPOS DTD 10/18/2018 3.390% 10/16/2020 | 86565BPC9 | 750,000.00 | A-1 | P-1 | 10/16/18 | 10/18/18 | 748,980.00 | 3.46 | 9,675.63 | 749,617.22 | 758,462.25 |
| SWEDBANK (NEW YORK) CERT DEPOS DTD 11/17/2017 2.270% 11/16/2020 | 87019U6D6 | 750,000.00 | A-1+ | P-1 | 11/16/17 | 11/17/17 | 750,000.00 | 2.30 | 4,918.33 | 750,000.00 | 753,463.50 |
| MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021 | 55379WZT6 | 775,000.00 | A-1 | P-1 | 02/27/19 | 02/28/19 | 775,000.00 | 2.99 | 255.75 | 775,000.00 | 784,582.88 |
| CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021 | 22535CDU2 | 775,000.00 | A+ | Aa3 | 04/03/19 | 04/04/19 | 775,000.00 | 2.85 | 20,226.64 | 775,000.00 | 785,296.65 |
| ROYAL BANK OF CANADA NY CD DTD 06/08/2018 3.240% 06/07/2021 | 78012UEE1 | 950,000.00 | AA- | Aa2 | 06/07/18 | 06/08/18 | 950,000.00 | 3.24 | 7,182.00 | 950,000.00 | 967,999.65 |
| SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022 | 83369XDL9 | 875,000.00 | A | A1 | 02/14/20 | 02/19/20 | 875,000.00 | 1.80 | 525.00 | 875,000.00 | 874,501.25 |
| NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022 | 65558TLL7 | 800,000.00 | AA- | Aa3 | 08/27/19 | 08/29/19 | 800,000.00 | 1.87 | 164.44 | 800,000.00 | 801,671.20 |
| SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022 | 83050PDR7 | 800,000.00 | A+ | Aa2 | 08/29/19 | 09/03/19 | 800,000.00 | 1.88 | 165.33 | 800,000.00 | 801,865.60 |
| DNB BANK ASA/NY LT CD DTD 12/04/2019 2.040% 12/02/2022 | 23341VZT1 | 875,000.00 | AA- | Aa2 | 12/04/19 | 12/06/19 | 875,000.00 | 2.04 | 4,313.75 | 875,000.00 | 881,099.63 |
| Security Type Sub-Total | | 8,075,000.00 | | | | | 8,073,980.00 | 2.56 | 60,853.67 | 8,074,617.22 | 8,139,140.86 |

| | | | | | | | | | | | |
|--|-----------|------------|-----|-----|----------|----------|------------|------|----------|------------|------------|
| Asset-Backed Security | | | | | | | | | | | |
| GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021 | 36256GAD1 | 202,341.23 | AAA | Aaa | 09/18/18 | 09/26/18 | 202,325.24 | 3.19 | 196.61 | 202,333.31 | 203,365.54 |
| ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021 | 02007EAE8 | 35,226.14 | AAA | Aaa | 05/16/17 | 05/24/17 | 35,222.46 | 1.96 | 27.24 | 35,224.96 | 35,234.14 |
| MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021 | 58769LAC6 | 760,000.00 | AAA | NR | 11/15/18 | 11/20/18 | 759,982.98 | 3.51 | 1,084.27 | 759,982.98 | 766,548.69 |
| FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021 | 34531LAD2 | 315,000.00 | NR | Aaa | 09/18/18 | 09/21/18 | 314,973.38 | 3.41 | 446.60 | 314,984.89 | 317,449.72 |



Managed Account Detail of Securities Held

For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | |
| GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021 | 36256UAD0 | 270,000.00 | AAA | Aaa | 02/13/19 | 02/21/19 | 269,957.61 | 2.99 | 245.85 | 269,972.41 | 273,429.65 |
| FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022 | 34532FAD4 | 330,000.00 | AAA | Aaa | 02/20/19 | 02/25/19 | 329,974.19 | 2.90 | 425.33 | 329,982.47 | 330,930.63 |
| HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022 | 44891KAD7 | 120,000.00 | AAA | Aaa | 04/10/18 | 04/18/18 | 119,981.93 | 2.80 | 148.80 | 119,989.65 | 120,910.49 |
| NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022 | 65478LAD1 | 295,000.00 | AAA | Aaa | 07/16/19 | 07/24/19 | 294,983.24 | 2.27 | 297.62 | 294,986.50 | 298,447.64 |
| VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022 | 92867XAD8 | 220,000.00 | AAA | NR | 10/01/19 | 10/04/19 | 219,996.52 | 1.99 | 133.77 | 219,997.07 | 222,339.68 |
| HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022 | 44933AAC1 | 300,000.00 | AAA | Aaa | 12/04/18 | 12/12/18 | 299,996.40 | 3.48 | 426.67 | 299,997.53 | 305,414.61 |
| HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023 | 43815AAC6 | 740,000.00 | AAA | Aaa | 11/20/18 | 11/28/18 | 739,889.37 | 3.17 | 1,039.29 | 739,921.69 | 755,119.16 |
| TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023 | 89231PAD0 | 320,000.00 | AAA | Aaa | 10/31/18 | 11/07/18 | 319,930.78 | 3.19 | 452.27 | 319,951.35 | 327,187.78 |
| HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 120,000.00 | AAA | NR | 02/19/19 | 02/27/19 | 119,996.78 | 2.83 | 122.63 | 119,997.60 | 122,510.51 |
| VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023 | 92869BAD4 | 585,000.00 | AAA | Aaa | 11/15/18 | 11/21/18 | 584,975.43 | 3.25 | 580.94 | 584,982.33 | 594,845.61 |
| HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 335,000.00 | AAA | NR | 04/03/19 | 04/10/19 | 334,955.91 | 2.67 | 396.04 | 334,965.19 | 341,291.10 |
| CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023 | 14313FAD1 | 340,000.00 | AAA | NR | 07/18/18 | 07/25/18 | 339,953.66 | 3.36 | 472.98 | 339,968.31 | 346,626.53 |
| NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023 | 65478NAD7 | 775,000.00 | AAA | Aaa | 12/04/18 | 12/12/18 | 774,851.51 | 3.53 | 1,109.11 | 774,890.59 | 792,892.66 |
| HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023 | 43815NAC8 | 190,000.00 | AAA | Aaa | 08/20/19 | 08/27/19 | 189,998.42 | 1.78 | 150.31 | 189,998.65 | 191,229.28 |



Managed Account Detail of Securities Held

For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | |
| ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 280,000.00 | NR | Aaa | 02/05/19 | 02/13/19 | 279,966.18 | 3.13 | 362.13 | 279,973.71 | 285,504.66 |
| CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023 | 14315EAC4 | 285,000.00 | AAA | NR | 10/17/18 | 10/24/18 | 284,997.38 | 3.36 | 425.60 | 284,998.24 | 291,663.90 |
| FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023 | 34533FAD3 | 630,000.00 | NR | Aaa | 03/19/19 | 03/22/19 | 629,893.97 | 2.79 | 778.40 | 629,915.37 | 643,429.90 |
| NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 515,000.00 | NR | Aaa | 02/05/19 | 02/13/19 | 514,921.98 | 2.91 | 663.78 | 514,939.03 | 526,496.04 |
| COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 230,000.00 | AAA | Aaa | 05/21/19 | 05/30/19 | 229,953.40 | 2.52 | 256.58 | 229,960.77 | 234,322.39 |
| GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023 | 36256XAD4 | 445,000.00 | AAA | Aaa | 01/08/19 | 01/16/19 | 444,950.74 | 2.97 | 550.69 | 444,961.80 | 453,072.79 |
| FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023 | 31680YAD9 | 285,000.00 | AAA | Aaa | 04/30/19 | 05/08/19 | 284,937.36 | 2.72 | 334.40 | 284,948.35 | 289,196.85 |
| HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024 | 41284WAC4 | 400,000.00 | NR | Aaa | 06/19/19 | 06/26/19 | 399,969.04 | 2.95 | 416.00 | 399,973.42 | 403,710.96 |
| GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024 | 36257FAD2 | 450,000.00 | AAA | Aaa | 04/09/19 | 04/17/19 | 449,963.37 | 3.13 | 496.88 | 449,969.77 | 456,915.56 |
| CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024 | 14316LAC7 | 265,000.00 | AAA | NR | 04/09/19 | 04/17/19 | 264,972.92 | 2.90 | 315.64 | 264,977.57 | 270,848.39 |
| VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024 | 92348AAA3 | 555,000.00 | AAA | NR | 10/01/19 | 10/08/19 | 554,957.21 | 1.94 | 328.99 | 554,961.27 | 563,270.11 |
| VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/20/2024 | 92348TAA2 | 215,000.00 | AAA | Aaa | 01/21/20 | 01/29/20 | 214,974.82 | 1.86 | 353.56 | 214,975.53 | 217,618.18 |
| COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024 | 14041NFU0 | 800,000.00 | AAA | NR | 08/28/19 | 09/05/19 | 799,798.56 | 1.73 | 611.56 | 799,819.01 | 809,642.40 |
| HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024 | 41284UAD6 | 200,000.00 | AAA | Aaa | 01/21/20 | 01/29/20 | 199,956.38 | 2.36 | 166.22 | 199,956.90 | 202,687.22 |



Managed Account Detail of Securities Held

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|------------------------|------------|----------------|------------|-------------|------------------------|--------------|---------------------|------------------------|------------------------|
| Asset-Backed Security | | | | | | | | | | | |
| DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024 | 254683CM5 | 330,000.00 | NR | Aaa | 10/24/19 | 10/31/19 | 329,929.12 | 1.90 | 277.20 | 329,933.27 | 335,986.43 |
| CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/15/2024 | 14315XAC2 | 245,000.00 | AAA | NR | 01/14/20 | 01/22/20 | 244,951.93 | 1.90 | 205.80 | 244,952.84 | 248,460.53 |
| Security Type Sub-Total | | 12,382,567.37 | | | | | 12,381,040.17 | 2.83 | 14,299.76 | 12,381,344.33 | 12,578,599.73 |
| Managed Account Sub-Total | | 86,384,723.30 | | | | | 86,166,671.63 | 2.40 | 392,279.89 | 86,270,289.49 | 87,951,307.11 |
| Securities Sub-Total | | \$86,384,723.30 | | | | | \$86,166,671.63 | 2.40% | \$392,279.89 | \$86,270,289.49 | \$87,951,307.11 |
| Accrued Interest | | | | | | | | | | | \$392,279.89 |
| Total Investments | | | | | | | | | | | \$88,343,587.00 |



Managed Account Security Transactions & Interest

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|----------|---|-----------|---------------------|-----------------------|-------------------|-----------------------|-------------------|-------------------------|-------------|
| BUY | | | | | | | | | | | |
| | 01/22/20 | 02/03/20 | ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023 | 00724PAA7 | 100,000.00 | (99,863.00) | 0.00 | (99,863.00) | | | |
| | 01/22/20 | 02/05/20 | NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022 | 63743HET5 | 175,000.00 | (174,846.00) | 0.00 | (174,846.00) | | | |
| | 01/23/20 | 02/03/20 | ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023 | 00724PAA7 | 225,000.00 | (224,948.25) | 0.00 | (224,948.25) | | | |
| | 02/03/20 | 02/05/20 | UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023 | 912828Z29 | 1,525,000.00 | (1,532,505.86) | (1,319.71) | (1,533,825.57) | | | |
| | 02/14/20 | 02/19/20 | SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022 | 83369XDL9 | 875,000.00 | (875,000.00) | 0.00 | (875,000.00) | | | |
| | 02/25/20 | 02/27/20 | CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023 | 166764AH3 | 425,000.00 | (446,560.25) | (2,373.31) | (448,933.56) | | | |
| Transaction Type Sub-Total | | | | | 3,325,000.00 | (3,353,723.36) | (3,693.02) | (3,357,416.38) | | | |

| | | | | | | | | | | | |
|-----------------|----------|----------|--|-----------|------------|------|----------|----------|--|--|--|
| INTEREST | | | | | | | | | | | |
| | 02/01/20 | 02/01/20 | BOEING CO DTD 07/31/2019 2.300% 08/01/2021 | 097023CL7 | 130,000.00 | 0.00 | 1,503.31 | 1,503.31 | | | |
| | 02/01/20 | 02/01/20 | IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022 | 459200HG9 | 325,000.00 | 0.00 | 3,046.88 | 3,046.88 | | | |
| | 02/01/20 | 02/25/20 | FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021 | 3136B1XP4 | 317,460.15 | 0.00 | 943.71 | 943.71 | | | |
| | 02/01/20 | 02/25/20 | FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023 | 3137FKK39 | 232,763.11 | 0.00 | 621.28 | 621.28 | | | |
| | 02/01/20 | 02/25/20 | FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGO4 | 243,594.27 | 0.00 | 533.27 | 533.27 | | | |
| | 02/01/20 | 02/25/20 | FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGO4 | 322,683.32 | 0.00 | 706.41 | 706.41 | | | |
| | 02/01/20 | 02/25/20 | FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024 | 3137FQ3V3 | 221,235.79 | 0.00 | 780.63 | 780.63 | | | |
| | 02/01/20 | 02/25/20 | FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/25/2022 | 3137B1BS0 | 375,000.00 | 0.00 | 784.38 | 784.38 | | | |
| | 02/01/20 | 02/25/20 | FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/25/2022 | 3137BLUR7 | 375,000.00 | 0.00 | 848.75 | 848.75 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|----------|---|-----------|--------------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| INTEREST | | | | | | | | | | | |
| | 02/01/20 | 02/25/20 | FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/25/2022 | 3137AVXN2 | 360,000.00 | 0.00 | 706.50 | 706.50 | | | |
| | 02/08/20 | 02/08/20 | HONEYWELL INTERNATIONAL CORPORATE NOTE DTD 08/08/2019 2.150% 08/08/2022 | 438516BT2 | 165,000.00 | 0.00 | 1,773.75 | 1,773.75 | | | |
| | 02/15/20 | 02/15/20 | COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 230,000.00 | 0.00 | 481.08 | 481.08 | | | |
| | 02/15/20 | 02/15/20 | ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021 | 02007EAE8 | 43,692.72 | 0.00 | 63.35 | 63.35 | | | |
| | 02/15/20 | 02/15/20 | US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 550,000.00 | 0.00 | 7,562.50 | 7,562.50 | | | |
| | 02/15/20 | 02/15/20 | HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022 | 44933AAC1 | 300,000.00 | 0.00 | 800.00 | 800.00 | | | |
| | 02/15/20 | 02/15/20 | NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022 | 65478LAD1 | 295,000.00 | 0.00 | 558.04 | 558.04 | | | |
| | 02/15/20 | 02/15/20 | HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023 | 43815AAC6 | 740,000.00 | 0.00 | 1,948.67 | 1,948.67 | | | |
| | 02/15/20 | 02/15/20 | CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/15/2024 | 14315XAC2 | 245,000.00 | 0.00 | 295.84 | 295.84 | | | |
| | 02/15/20 | 02/15/20 | US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 2,550,000.00 | 0.00 | 35,062.50 | 35,062.50 | | | |
| | 02/15/20 | 02/15/20 | MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021 | 58769LAC6 | 760,000.00 | 0.00 | 2,033.00 | 2,033.00 | | | |
| | 02/15/20 | 02/15/20 | TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023 | 89231PAD0 | 320,000.00 | 0.00 | 848.00 | 848.00 | | | |
| | 02/15/20 | 02/15/20 | CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023 | 14313FAD1 | 340,000.00 | 0.00 | 886.83 | 886.83 | | | |
| | 02/15/20 | 02/15/20 | HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022 | 44891KAD7 | 120,000.00 | 0.00 | 279.00 | 279.00 | | | |
| | 02/15/20 | 02/15/20 | FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022 | 34532FAD4 | 330,000.00 | 0.00 | 797.50 | 797.50 | | | |
| | 02/15/20 | 02/15/20 | US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 725,000.00 | 0.00 | 9,968.75 | 9,968.75 | | | |



Managed Account Security Transactions & Interest

For the Month Ending February 29, 2020

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|--|-----------|--------------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 02/15/20 | 02/15/20 | CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024 | 14316LAC7 | 265,000.00 | 0.00 | 591.83 | 591.83 | | | |
| 02/15/20 | 02/15/20 | DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024 | 254683CM5 | 330,000.00 | 0.00 | 519.75 | 519.75 | | | |
| 02/15/20 | 02/15/20 | COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024 | 14041NFU0 | 800,000.00 | 0.00 | 1,146.67 | 1,146.67 | | | |
| 02/15/20 | 02/15/20 | HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023 | 43815NAC8 | 190,000.00 | 0.00 | 281.83 | 281.83 | | | |
| 02/15/20 | 02/15/20 | HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024 | 41284WAC4 | 400,000.00 | 0.00 | 780.00 | 780.00 | | | |
| 02/15/20 | 02/15/20 | ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 280,000.00 | 0.00 | 679.00 | 679.00 | | | |
| 02/15/20 | 02/15/20 | FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023 | 31680YAD9 | 285,000.00 | 0.00 | 627.00 | 627.00 | | | |
| 02/15/20 | 02/15/20 | HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 335,000.00 | 0.00 | 742.58 | 742.58 | | | |
| 02/15/20 | 02/15/20 | NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 515,000.00 | 0.00 | 1,244.58 | 1,244.58 | | | |
| 02/15/20 | 02/15/20 | FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023 | 34533FAD3 | 630,000.00 | 0.00 | 1,459.50 | 1,459.50 | | | |
| 02/15/20 | 02/15/20 | NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023 | 65478NAD7 | 775,000.00 | 0.00 | 2,079.58 | 2,079.58 | | | |
| 02/15/20 | 02/15/20 | CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023 | 14315EAC4 | 285,000.00 | 0.00 | 798.00 | 798.00 | | | |
| 02/15/20 | 02/15/20 | US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022 | 9128286C9 | 2,800,000.00 | 0.00 | 35,000.00 | 35,000.00 | | | |
| 02/15/20 | 02/15/20 | HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024 | 41284UAD6 | 200,000.00 | 0.00 | 166.22 | 166.22 | | | |
| 02/15/20 | 02/15/20 | FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021 | 34531LAD2 | 315,000.00 | 0.00 | 837.38 | 837.38 | | | |
| 02/16/20 | 02/16/20 | GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024 | 36257FAD2 | 450,000.00 | 0.00 | 993.75 | 993.75 | | | |
| 02/16/20 | 02/16/20 | GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023 | 36256XAD4 | 445,000.00 | 0.00 | 1,101.38 | 1,101.38 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|----------|--|-----------|----------------------|--------------------|-------------------|-------------------|-------------------|-------------------------|-------------|
| INTEREST | | | | | | | | | | | |
| | 02/18/20 | 02/18/20 | HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 120,000.00 | 0.00 | 283.00 | 283.00 | | | |
| | 02/20/20 | 02/20/20 | GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021 | 36256GAD1 | 221,969.78 | 0.00 | 588.22 | 588.22 | | | |
| | 02/20/20 | 02/20/20 | VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023 | 92869BAD4 | 585,000.00 | 0.00 | 1,584.38 | 1,584.38 | | | |
| | 02/20/20 | 02/20/20 | GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021 | 36256UAD0 | 270,000.00 | 0.00 | 670.50 | 670.50 | | | |
| | 02/20/20 | 02/20/20 | VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022 | 92867XAD8 | 220,000.00 | 0.00 | 364.83 | 364.83 | | | |
| | 02/20/20 | 02/20/20 | VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024 | 92348AAA3 | 555,000.00 | 0.00 | 897.25 | 897.25 | | | |
| | 02/22/20 | 02/22/20 | AMERICAN EXPRESS CO CORP NOTES DTD 02/22/2019 3.000% 02/22/2021 | 025816CB3 | 450,000.00 | 0.00 | 6,750.00 | 6,750.00 | | | |
| | 02/23/20 | 02/23/20 | BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022 | 06406RAK3 | 175,000.00 | 0.00 | 1,706.25 | 1,706.25 | | | |
| | 02/23/20 | 02/23/20 | BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022 | 06406RAK3 | 250,000.00 | 0.00 | 2,437.50 | 2,437.50 | | | |
| | 02/26/20 | 02/26/20 | SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022 | 83050PDR7 | 800,000.00 | 0.00 | 7,274.67 | 7,274.67 | | | |
| | 02/26/20 | 02/26/20 | NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022 | 65558TLL7 | 800,000.00 | 0.00 | 7,441.11 | 7,441.11 | | | |
| | 02/26/20 | 02/26/20 | MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021 | 55379WZT6 | 775,000.00 | 0.00 | 23,209.31 | 23,209.31 | | | |
| | 02/29/20 | 02/29/20 | US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022 | 9128282S8 | 1,350,000.00 | 0.00 | 10,968.75 | 10,968.75 | | | |
| | 02/29/20 | 02/29/20 | US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022 | 9128282S8 | 1,700,000.00 | 0.00 | 13,812.50 | 13,812.50 | | | |
| Transaction Type Sub-Total | | | | | 28,188,399.14 | 0.00 | 200,871.25 | 200,871.25 | | | |

PAYDOWNS



Managed Account Security Transactions & Interest

For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|----------|---|-----------|-------------------|--------------------|------------------|-------------------|-------------------|-------------------------|-------------|
| PAYDOWNS | | | | | | | | | | | |
| | 02/01/20 | 02/25/20 | FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021 | 3136B1XP4 | 2,675.14 | 2,675.14 | 0.00 | 2,675.14 | (53.21) | 0.00 | |
| | 02/01/20 | 02/25/20 | FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGQ4 | 14,422.77 | 14,422.77 | 0.00 | 14,422.77 | (89.87) | 0.00 | |
| | 02/01/20 | 02/25/20 | FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023 | 3137FKK39 | 383.39 | 383.39 | 0.00 | 383.39 | 0.00 | 0.00 | |
| | 02/01/20 | 02/25/20 | FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024 | 3137FQ3V3 | 43,993.93 | 43,993.93 | 0.00 | 43,993.93 | 1.06 | 0.00 | |
| | 02/01/20 | 02/25/20 | FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGQ4 | 19,105.48 | 19,105.48 | 0.00 | 19,105.48 | (250.30) | 0.00 | |
| | 02/15/20 | 02/15/20 | ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021 | 02007EAE8 | 8,466.58 | 8,466.58 | 0.00 | 8,466.58 | 0.88 | 0.00 | |
| | 02/20/20 | 02/20/20 | GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021 | 36256GAD1 | 19,628.55 | 19,628.55 | 0.00 | 19,628.55 | 1.55 | 0.00 | |
| Transaction Type Sub-Total | | | | | 108,675.84 | 108,675.84 | 0.00 | 108,675.84 | (389.89) | 0.00 | |
| SELL | | | | | | | | | | | |
| | 01/22/20 | 02/05/20 | US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022 | 912828V72 | 175,000.00 | 176,127.93 | 45.07 | 176,173.00 | 4,313.48 | 3,222.47 | FIFO |
| | 01/23/20 | 02/03/20 | US TREASURY NOTES DTD 05/15/2018 2.625% 05/15/2021 | 9128284P2 | 225,000.00 | 227,988.28 | 1,298.08 | 229,286.36 | 2,118.16 | 2,486.57 | FIFO |
| | 02/03/20 | 02/05/20 | INTER-AMERICAN DEVELOPMENT BANK NOTE DTD 04/19/2018 2.625% 04/19/2021 | 4581X0DB1 | 845,000.00 | 856,399.05 | 6,531.15 | 862,930.20 | 13,258.05 | 12,163.62 | FIFO |
| | 02/03/20 | 02/05/20 | US TREASURY NOTES DTD 05/15/2018 2.625% 05/15/2021 | 9128284P2 | 650,000.00 | 659,496.09 | 3,843.75 | 663,339.84 | 6,982.42 | 8,052.84 | FIFO |
| | 02/14/20 | 02/19/20 | AMERICAN EXPRESS CO CORP (CALLABLE) NOTE DTD 10/30/2017 2.200% 10/30/2020 | 025816BP3 | 325,000.00 | 325,890.50 | 2,164.86 | 328,055.36 | 1,313.00 | 991.14 | FIFO |
| | 02/14/20 | 02/19/20 | JOHN DEERE CAPITAL CORP NOTES DTD 03/13/2018 2.875% 03/12/2021 | 24422EUD9 | 315,000.00 | 318,997.35 | 3,949.53 | 322,946.88 | 4,211.55 | 4,075.54 | FIFO |
| | 02/25/20 | 02/27/20 | UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023 | 912828Z29 | 325,000.00 | 328,084.96 | 575.89 | 328,660.85 | 1,485.35 | 1,517.57 | FIFO |



Managed Account Security Transactions & Interest


For the Month Ending **February 29, 2020**

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L | Realized G/L | Sale Method |
|------------------------------------|--------|----------------------|-------|---------------------|-----------------------|---------------------|-----------------------|--------------------|--------------------|-------------|
| Trade | Settle | | | | | | | Cost | Amort Cost | |
| Transaction Type Sub-Total | | | | 2,860,000.00 | 2,892,984.16 | 18,408.33 | 2,911,392.49 | 33,682.01 | 32,509.75 | |
| Managed Account Sub-Total | | | | | (352,063.36) | 215,586.56 | (136,476.80) | 33,292.12 | 32,509.75 | |
| Total Security Transactions | | | | | (\$352,063.36) | \$215,586.56 | (\$136,476.80) | \$33,292.12 | \$32,509.75 | |

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: James D. Davis, City Treasurer 
SUBJECT: Treasurer's Report – March 2020

RECOMMENDED ACTION

It is recommended that the City Council receive and file the March 2020 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

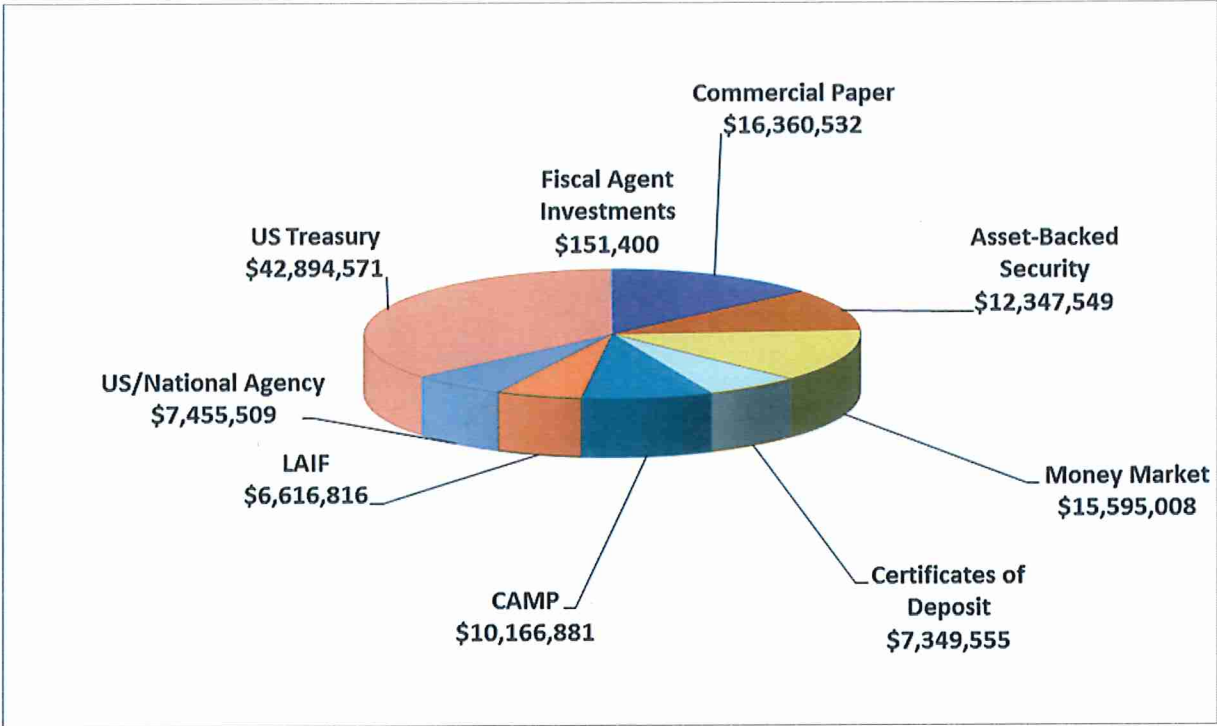
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided to comply with both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

ATTACHMENT

A. Treasurer's Report

CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS


March 31,2020



Total of City and Fiscal Agent Investments = \$118,937,821

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


James Davis
Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

| | <u>Amount</u> |
|--|-------------------------|
| Antioch Public Financing Authority 2015 Bonds | 288 |
| Antioch Development Agency 2009 Tax Allocation Bonds | 151,112 |
| | <u><u>\$151,400</u></u> |



Account Statement - Transaction Summary

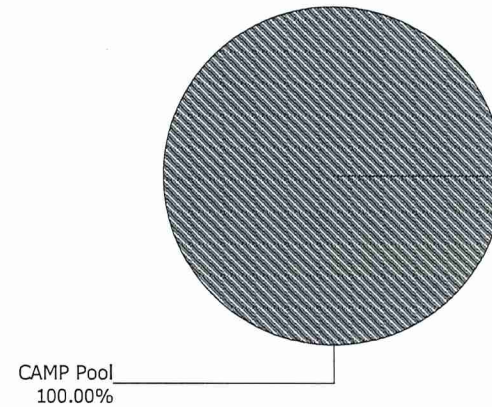
For the Month Ending **March 31, 2020**

City of Antioch - City of Antioch - 6090-001

| CAMP Pool | |
|-----------------------------|------------------------|
| Opening Market Value | 10,154,002.52 |
| Purchases | 12,878.56 |
| Redemptions | 0.00 |
| Unsettled Trades | 0.00 |
| Change in Value | 0.00 |
| Closing Market Value | \$10,166,881.08 |
| Cash Dividends and Income | 12,878.56 |

| Asset Summary | March 31, 2020 | February 29, 2020 |
|----------------------|------------------------|--------------------------|
| CAMP Pool | 10,166,881.08 | 10,154,002.52 |
| Total | \$10,166,881.08 | \$10,154,002.52 |

| Asset Allocation | |
|-------------------------|---------|
| CAMP Pool | 100.00% |





Account Statement

For the Month Ending **March 31, 2020**

City of Antioch - City of Antioch - 6090-001

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------------|-----------------|---|---------------------|------------------------------|----------------------|
| CAMP Pool | | | | | |
| Opening Balance | | | | | 10,154,002.52 |
| 03/31/20 | 04/01/20 | Accrual Income Div Reinvestment - Distributions | 1.00 | 12,878.56 | 10,166,881.08 |
| Closing Balance | | | | | 10,166,881.08 |

| | Month of March | Fiscal YTD July-March |
|----------------------------|----------------------|-----------------------|
| Opening Balance | 10,154,002.52 | 10,017,658.40 |
| Purchases | 12,878.56 | 149,222.68 |
| Redemptions (Excl. Checks) | 0.00 | 0.00 |
| Check Disbursements | 0.00 | 0.00 |
| Closing Balance | 10,166,881.08 | 10,166,881.08 |
| Cash Dividends and Income | 12,878.56 | 149,222.68 |

| | |
|-----------------------------------|---------------|
| Closing Balance | 10,166,881.08 |
| Average Monthly Balance | 10,154,417.96 |
| Monthly Distribution Yield | 1.50% |



Managed Account Summary Statement

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

| | |
|-----------------------------|------------------------|
| Opening Market Value | \$87,951,307.11 |
| Maturities/Calls | (40,956.08) |
| Principal Dispositions | (5,958,339.82) |
| Principal Acquisitions | 6,050,423.47 |
| Unsettled Trades | 0.00 |
| Change in Current Value | 116,186.05 |
| Closing Market Value | \$88,118,620.73 |

Cash Transactions Summary - Managed Account

| | |
|---------------------------------|----------------|
| Maturities/Calls | 0.00 |
| Sale Proceeds | 6,005,329.92 |
| Coupon/Interest/Dividend Income | 94,098.19 |
| Principal Payments | 40,956.08 |
| Security Purchases | (6,057,964.56) |
| Net Cash Contribution | (82,419.63) |
| Reconciling Transactions | 0.00 |

Earnings Reconciliation (Cash Basis) - Managed Account

| | |
|---|---------------------|
| Interest/Dividends/Coupons Received | 141,088.29 |
| Less Purchased Interest Related to Interest/Coupons | (7,541.09) |
| Plus Net Realized Gains/Losses | 93,747.02 |
| Total Cash Basis Earnings | \$227,294.22 |

Cash Balance

Closing Cash Balance **\$0.00**

Earnings Reconciliation (Accrual Basis)

| | Total |
|--|---------------------|
| Ending Amortized Value of Securities | 86,407,715.66 |
| Ending Accrued Interest | 419,671.03 |
| Plus Proceeds from Sales | 6,005,329.92 |
| Plus Proceeds of Maturities/Calls/Principal Payments | 40,956.08 |
| Plus Coupons/Dividends Received | 94,098.19 |
| Less Cost of New Purchases | (6,057,964.56) |
| Less Beginning Amortized Value of Securities | (86,270,289.49) |
| Less Beginning Accrued Interest | (392,291.03) |
| Total Accrual Basis Earnings | \$247,225.80 |



Portfolio Summary and Statistics

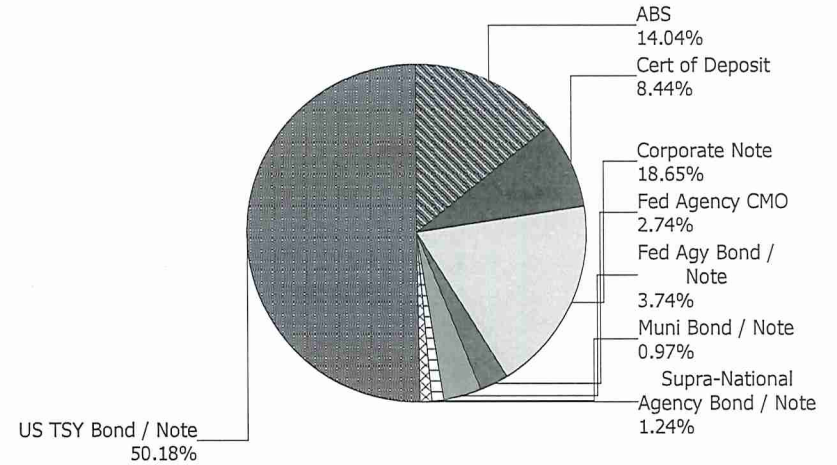
For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Account Summary

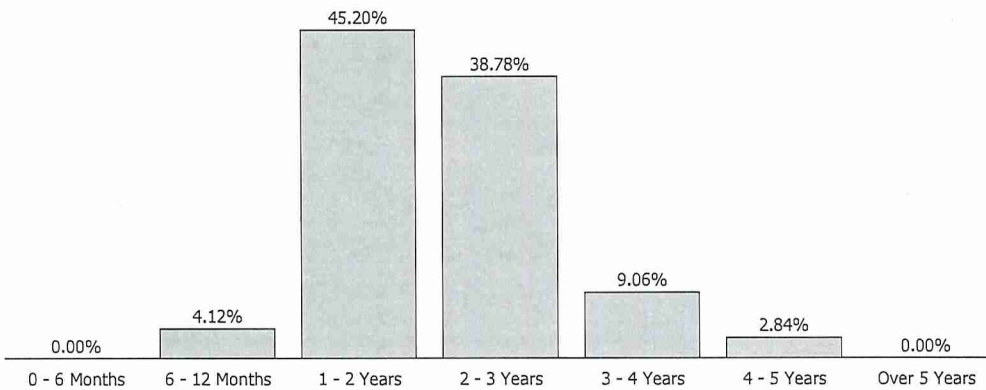
| Description | Par Value | Market Value | Percent |
|---|----------------------|----------------------|----------------|
| U.S. Treasury Bond / Note | 42,925,000.00 | 44,216,441.80 | 50.18 |
| Supra-National Agency Bond / Note | 1,065,000.00 | 1,096,041.56 | 1.24 |
| Municipal Bond / Note | 845,000.00 | 856,576.50 | 0.97 |
| Federal Agency Collateralized Mortgage Obligation | 2,360,024.49 | 2,410,209.47 | 2.74 |
| Federal Agency Bond / Note | 3,175,000.00 | 3,296,803.53 | 3.74 |
| Corporate Note | 16,325,000.00 | 16,434,068.03 | 18.65 |
| Certificate of Deposit | 7,350,000.00 | 7,435,017.08 | 8.44 |
| Asset-Backed Security | 12,348,742.73 | 12,373,462.76 | 14.04 |
| Managed Account Sub-Total | 86,393,767.22 | 88,118,620.73 | 100.00% |
| Accrued Interest | | 419,671.03 | |
| Total Portfolio | 86,393,767.22 | 88,538,291.76 | |

Sector Allocation



Unsettled Trades **0.00** **0.00**

Maturity Distribution



Characteristics

| | |
|-----------------------------------|-------|
| Yield to Maturity at Cost | 2.30% |
| Yield to Maturity at Market | 1.13% |
| Duration to Worst | 1.83 |
| Weighted Average Days to Maturity | 782 |



Managed Account Issuer Summary

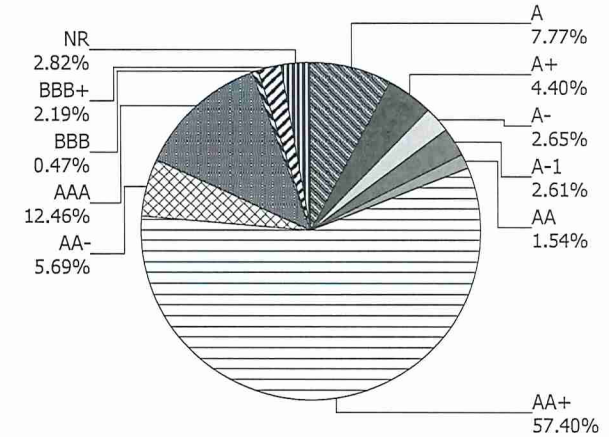
For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

| Issuer | Market Value of Holdings | Percent |
|----------------------------------|--------------------------|---------|
| 3M COMPANY | 432,440.10 | 0.49 |
| ADOBE INC | 328,776.83 | 0.37 |
| ALLY AUTO RECEIVABLES TRUST | 310,391.19 | 0.35 |
| AMERICAN EXPRESS CO | 448,783.65 | 0.51 |
| AMERICAN HONDA FINANCE | 791,538.75 | 0.90 |
| APPLE INC | 646,641.33 | 0.73 |
| BANK OF AMERICA CO | 717,235.25 | 0.81 |
| BB&T CORPORATION | 805,667.20 | 0.91 |
| BOEING COMPANY | 412,629.08 | 0.47 |
| BURLINGTON NORTHERN SANTA FE | 289,561.43 | 0.33 |
| CALIFORNIA ST | 856,576.50 | 0.97 |
| CAPITAL ONE FINANCIAL CORP | 791,687.20 | 0.90 |
| CAPITAL ONE PRIME AUTO REC TRUST | 228,804.48 | 0.26 |
| CARMAX AUTO OWNER TRUST | 1,143,407.48 | 1.30 |
| CATERPILLAR INC | 871,357.74 | 0.99 |
| CHARLES SCHWAB | 350,883.40 | 0.40 |
| CHEVRON CORPORATION | 443,461.58 | 0.50 |
| CITIGROUP INC | 353,034.85 | 0.40 |
| CREDIT AGRICOLE SA | 787,064.43 | 0.89 |
| DEERE & COMPANY | 276,639.28 | 0.31 |
| DISCOVER FINANCIAL SERVICES | 331,391.45 | 0.38 |
| DNB ASA | 895,217.75 | 1.02 |
| EXXON MOBIL CORP | 378,245.63 | 0.43 |
| FANNIE MAE | 2,517,116.47 | 2.87 |
| FEDERAL HOME LOAN BANKS | 1,635,761.93 | 1.87 |
| FIFTH THIRD AUTO TRUST | 281,508.41 | 0.32 |
| FORD CREDIT AUTO LEASE TRUST | 643,183.95 | 0.73 |
| FORD CREDIT AUTO OWNER TRUST | 631,823.28 | 0.72 |
| FREDDIE MAC | 1,554,134.60 | 1.76 |
| GM FINANCIAL AUTO LEASING TRUST | 450,729.30 | 0.51 |
| GM FINANCIAL SECURITIZED TERM | 901,778.86 | 1.02 |
| GOLDMAN SACHS GROUP INC | 400,992.00 | 0.46 |

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Issuer | Market Value of Holdings | Percent |
|--|-------------------------------------|----------------|
| HARLEY-DAVIDSON MOTORCYCLE TRUST | 610,472.62 | 0.69 |
| HERSHEY COMPANY | 281,275.96 | 0.32 |
| HOME DEPOT INC | 232,438.73 | 0.26 |
| HONDA AUTO RECEIVABLES | 1,051,477.47 | 1.19 |
| HONEYWELL INTERNATIONAL | 166,403.16 | 0.19 |
| HYUNDAI AUTO RECEIVABLES | 745,781.67 | 0.85 |
| IBM CORP | 327,759.58 | 0.37 |
| INTL BANK OF RECONSTRUCTION AND DEV | 1,096,041.56 | 1.24 |
| JP MORGAN CHASE & CO | 812,664.80 | 0.92 |
| MERCEDES-BENZ AUTO LEASE TRUST | 760,439.96 | 0.86 |
| MITSUBISHI UFJ FINANCIAL GROUP INC | 788,246.30 | 0.89 |
| MORGAN STANLEY | 730,078.30 | 0.83 |
| NATIONAL RURAL UTILITIES CO FINANCE CORP | 475,782.53 | 0.54 |
| NISSAN AUTO LEASE TRUST | 295,486.90 | 0.34 |
| NISSAN AUTO RECEIVABLES | 1,305,007.95 | 1.48 |
| NORDEA BANK AB | 812,810.40 | 0.92 |
| PACCAR FINANCIAL CORP | 558,524.97 | 0.63 |
| PFIZER INC | 692,554.44 | 0.79 |
| PNC FINANCIAL SERVICES GROUP | 433,246.28 | 0.49 |
| ROYAL BANK OF CANADA | 973,228.45 | 1.10 |
| SKANDINAVISKA ENSKILDA BANKEN AB | 813,000.00 | 0.92 |
| SOCIETE GENERALE | 850,605.00 | 0.97 |
| SUMITOMO MITSUI FINANCIAL GROUP INC | 759,705.00 | 0.86 |
| SWEDBANK AB | 755,139.75 | 0.86 |
| THE BANK OF NEW YORK MELLON CORPORATION | 805,530.41 | 0.91 |
| THE WALT DISNEY CORPORATION | 216,068.77 | 0.25 |
| TOYOTA MOTOR CORP | 1,112,309.94 | 1.26 |
| UNILEVER PLC | 582,065.03 | 0.66 |
| UNITED PARCEL SERVICE INC | 439,370.80 | 0.50 |
| UNITED STATES TREASURY | 44,216,441.80 | 50.19 |
| US BANCORP | 414,136.40 | 0.47 |
| VERIZON OWNER TRUST | 752,209.02 | 0.85 |
| VOLKSWAGEN AUTO LEASE TURST | 222,072.88 | 0.25 |



Managed Account Issuer Summary

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Issuer | Market Value of Holdings | Percent |
|-----------------------|-------------------------------------|----------------|
| VOLKSWAGEN OF AMERICA | 590,814.32 | 0.67 |
| WAL-MART STORES INC | 530,964.20 | 0.60 |
| Total | \$88,118,620.73 | 100.00% |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|--------------|------------|----------------|------------|-------------|---------------|-------------|------------------|----------------|--------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY NOTES DTD 06/02/2014 2.000% 05/31/2021 | 912828WN6 | 1,475,000.00 | AA+ | Aaa | 06/04/18 | 06/06/18 | 1,448,784.18 | 2.62 | 9,913.93 | 1,464,537.35 | 1,505,652.27 |
| US TREASURY NOTES DTD 06/30/2014 2.125% 06/30/2021 | 912828WR7 | 1,300,000.00 | AA+ | Aaa | 07/03/18 | 07/06/18 | 1,280,093.75 | 2.66 | 6,982.14 | 1,291,494.06 | 1,330,265.56 |
| US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 550,000.00 | AA+ | Aaa | 10/02/18 | 10/04/18 | 547,916.02 | 2.89 | 1,911.40 | 548,984.90 | 568,562.50 |
| US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 725,000.00 | AA+ | Aaa | 09/12/18 | 09/14/18 | 723,838.87 | 2.81 | 2,519.57 | 724,446.54 | 749,468.75 |
| US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021 | 9128284W7 | 2,550,000.00 | AA+ | Aaa | 09/05/18 | 09/07/18 | 2,552,091.80 | 2.72 | 8,861.95 | 2,551,010.72 | 2,636,062.50 |
| US TREASURY NOTES DTD 10/31/2014 2.000% 10/31/2021 | 912828F96 | 1,600,000.00 | AA+ | Aaa | 11/02/18 | 11/02/18 | 1,556,375.00 | 2.96 | 13,450.55 | 1,576,516.80 | 1,641,750.08 |
| US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021 | 912828T67 | 2,125,000.00 | AA+ | Aaa | 11/08/19 | 11/12/19 | 2,107,070.31 | 1.69 | 11,165.01 | 2,110,558.97 | 2,156,210.94 |
| US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021 | 912828T67 | 3,000,000.00 | AA+ | Aaa | 09/17/19 | 09/18/19 | 2,968,593.75 | 1.76 | 15,762.36 | 2,976,469.11 | 3,044,062.50 |
| US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022 | 9128285V8 | 2,300,000.00 | AA+ | Aaa | 01/29/19 | 01/31/19 | 2,296,675.78 | 2.55 | 12,163.46 | 2,297,968.80 | 2,390,562.50 |
| US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022 | 912828V72 | 3,425,000.00 | AA+ | Aaa | 01/07/19 | 01/09/19 | 3,362,654.30 | 2.50 | 10,761.93 | 3,387,122.69 | 3,522,398.44 |
| US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022 | 9128286C9 | 2,800,000.00 | AA+ | Aaa | 03/01/19 | 03/05/19 | 2,796,937.50 | 2.54 | 8,846.15 | 2,798,042.10 | 2,914,625.00 |
| UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022 | 9128286M7 | 1,050,000.00 | AA+ | Aaa | 05/01/19 | 05/03/19 | 1,050,738.28 | 2.23 | 10,908.81 | 1,050,519.08 | 1,091,015.63 |
| US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022 | 9128282P4 | 800,000.00 | AA+ | Aaa | 07/01/19 | 07/03/19 | 802,718.75 | 1.76 | 2,513.74 | 802,076.87 | 829,000.00 |
| US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022 | 9128282P4 | 3,375,000.00 | AA+ | Aaa | 06/03/19 | 06/05/19 | 3,377,768.55 | 1.85 | 10,604.82 | 3,377,085.04 | 3,497,343.75 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022 | 9128282S8 | 1,350,000.00 | AA+ | Aaa | 08/02/19 | 08/05/19 | 1,347,310.55 | 1.69 | 1,907.61 | 1,347,879.57 | 1,391,976.63 |
| US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022 | 9128282S8 | 1,700,000.00 | AA+ | Aaa | 10/03/19 | 10/04/19 | 1,713,945.31 | 1.34 | 2,402.17 | 1,711,619.91 | 1,752,859.46 |
| UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022 | 912828YK0 | 450,000.00 | AA+ | Aaa | 12/20/19 | 12/20/19 | 446,343.75 | 1.67 | 2,857.07 | 446,703.44 | 462,023.46 |
| UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022 | 912828YK0 | 1,000,000.00 | AA+ | Aaa | 10/31/19 | 11/04/19 | 996,289.06 | 1.50 | 6,349.04 | 996,794.38 | 1,026,718.80 |
| UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022 | 912828YK0 | 3,150,000.00 | AA+ | Aaa | 12/02/19 | 12/04/19 | 3,127,851.56 | 1.63 | 19,999.49 | 3,130,329.51 | 3,234,164.22 |
| UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023 | 912828Z29 | 1,200,000.00 | AA+ | Aaa | 02/03/20 | 02/05/20 | 1,205,906.25 | 1.33 | 3,807.69 | 1,205,603.41 | 1,240,312.56 |
| US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023 | 912828P38 | 1,500,000.00 | AA+ | Aaa | 01/02/20 | 01/06/20 | 1,506,093.75 | 1.61 | 4,399.04 | 1,505,641.38 | 1,559,531.25 |
| UNITED STATES TREASURY NOTES DTD 02/18/2020 1.375% 02/15/2023 | 912828Z86 | 5,500,000.00 | AA+ | Aaa | 03/02/20 | 03/04/20 | 5,595,605.47 | 0.78 | 6,576.09 | 5,593,166.15 | 5,671,875.00 |
| Security Type Sub-Total | | 42,925,000.00 | | | | | 42,811,602.54 | 1.94 | 174,664.02 | 42,894,570.78 | 44,216,441.80 |
| Supra-National Agency Bond / Note | | | | | | | | | | | |
| INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021 | 459058GH0 | 1,065,000.00 | AAA | Aaa | 07/18/18 | 07/25/18 | 1,062,507.90 | 2.83 | 5,532.08 | 1,063,883.17 | 1,096,041.56 |
| Security Type Sub-Total | | 1,065,000.00 | | | | | 1,062,507.90 | 2.83 | 5,532.08 | 1,063,883.17 | 1,096,041.56 |
| Municipal Bond / Note | | | | | | | | | | | |
| CA ST TXBL GO BONDS DTD 04/25/2018 2.800% 04/01/2021 | 13063DGA0 | 845,000.00 | AA- | Aa2 | 04/18/18 | 04/25/18 | 845,033.80 | 2.80 | 11,830.00 | 845,008.54 | 856,576.50 |
| Security Type Sub-Total | | 845,000.00 | | | | | 845,033.80 | 2.80 | 11,830.00 | 845,008.54 | 856,576.50 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------------------------------|--------------|---------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Federal Agency Collateralized Mortgage Obligation | | | | | | | | | | | | |
| FNA 2018-M5 A2 | DTD 04/01/2018 3.560% 09/25/2021 | 3136B1XP4 | 309,592.78 | AA+ | Aaa | 04/11/18 | 04/30/18 | 315,750.88 | 2.27 | 918.46 | 312,108.37 | 311,674.32 |
| FHLMC MULTIFAMILY STRUCTURED P | DTD 11/01/2015 2.716% 06/25/2022 | 3137BLUR7 | 375,000.00 | AA+ | Aaa | 03/13/19 | 03/18/19 | 374,533.45 | 2.68 | 848.75 | 374,533.45 | 381,804.72 |
| FHLMC MULTIFAMILY STRUCTURED P | DTD 12/01/2012 2.355% 07/25/2022 | 3137AVXN2 | 360,000.00 | AA+ | Aaa | 06/12/19 | 06/17/19 | 361,321.88 | 2.03 | 706.50 | 360,887.67 | 367,138.63 |
| FHLMC MULTIFAMILY STRUCTURED P | DTD 05/01/2013 2.510% 11/25/2022 | 3137B1BS0 | 375,000.00 | AA+ | Aaa | 08/13/19 | 08/16/19 | 381,210.94 | 1.43 | 784.38 | 380,031.99 | 385,024.35 |
| FNA 2013-M7 A2 | DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGO4 | 228,672.69 | AA+ | Aaa | 09/11/19 | 09/16/19 | 230,097.55 | 1.82 | 434.48 | 229,837.20 | 234,183.47 |
| FNA 2013-M7 A2 | DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGO4 | 302,917.08 | AA+ | Aaa | 09/04/19 | 09/09/19 | 306,885.60 | 1.42 | 575.54 | 306,189.67 | 310,217.08 |
| FHMS KP05 A | DTD 12/01/2018 3.203% 07/01/2023 | 3137FKK39 | 231,960.83 | AA+ | Aaa | 12/07/18 | 12/17/18 | 231,960.13 | 3.11 | 619.14 | 231,960.13 | 239,360.38 |
| FHMS KJ27 A1 | DTD 11/01/2019 2.092% 07/25/2024 | 3137FO3V3 | 176,881.11 | AA+ | Aaa | 11/20/19 | 11/26/19 | 176,876.87 | 2.03 | 308.36 | 176,876.86 | 180,806.52 |
| Security Type Sub-Total | | | 2,360,024.49 | | | | | 2,378,637.30 | 2.08 | 5,195.61 | 2,372,425.34 | 2,410,209.47 |
| Federal Agency Bond / Note | | | | | | | | | | | | |
| FEDERAL HOME LOAN BANKS NOTES | DTD 10/12/2018 3.000% 10/12/2021 | 3130AF5B9 | 1,575,000.00 | AA+ | Aaa | 11/02/18 | 11/02/18 | 1,573,866.00 | 3.03 | 22,181.25 | 1,574,407.39 | 1,635,761.93 |
| FANNIE MAE NOTES | DTD 01/11/2019 2.625% 01/11/2022 | 3135G0U92 | 800,000.00 | AA+ | Aaa | 01/09/19 | 01/11/19 | 799,424.00 | 2.65 | 4,666.67 | 799,653.34 | 830,520.80 |
| FANNIE MAE NOTES | DTD 01/11/2019 2.625% 01/11/2022 | 3135G0U92 | 800,000.00 | AA+ | Aaa | 01/29/19 | 01/31/19 | 800,208.00 | 2.62 | 4,666.67 | 800,131.54 | 830,520.80 |
| Security Type Sub-Total | | | 3,175,000.00 | | | | | 3,173,498.00 | 2.83 | 31,514.59 | 3,174,192.27 | 3,296,803.53 |
| Corporate Note | | | | | | | | | | | | |



Managed Account Detail of Securities Held

For the Month Ending March 31, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Corporate Note | | | | | | | | | | | |
| AMERICAN EXPRESS CO CORP NOTES DTD 02/22/2019 3.000% 02/22/2021 | 025816CB3 | 450,000.00 | BBB+ | A3 | 02/19/19 | 02/22/19 | 449,550.00 | 3.05 | 1,462.50 | 449,796.15 | 448,783.65 |
| NATIONAL RURAL UTIL COOP NOTE DTD 02/26/2018 2.900% 03/15/2021 | 63743HER9 | 300,000.00 | A | A2 | 02/21/18 | 02/26/18 | 299,667.00 | 2.94 | 386.67 | 299,891.63 | 300,385.80 |
| UNILEVER CAPITAL CORP NOTES DTD 03/22/2018 2.750% 03/22/2021 | 904764AZ0 | 575,000.00 | A+ | A1 | 03/19/18 | 03/22/18 | 572,061.75 | 2.93 | 395.31 | 574,016.99 | 582,065.03 |
| UNITED PARCEL SERVICE CORPORATE BOND DTD 11/14/2017 2.050% 04/01/2021 | 911312BP0 | 440,000.00 | A | A2 | 11/09/17 | 11/14/17 | 439,304.80 | 2.10 | 4,510.00 | 439,787.93 | 439,370.80 |
| TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021 | 89236TEU5 | 440,000.00 | AA- | A1 | 04/10/18 | 04/13/18 | 439,824.00 | 2.96 | 6,057.33 | 439,937.63 | 441,527.24 |
| BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 02/19/2016 2.500% 04/15/2021 | 06406FAA1 | 175,000.00 | A | A1 | 02/16/18 | 02/21/18 | 172,726.75 | 2.93 | 2,017.36 | 174,228.43 | 175,880.78 |
| MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021 | 61746BEA0 | 350,000.00 | BBB+ | A3 | 02/13/18 | 02/15/18 | 344,120.00 | 3.06 | 3,888.89 | 347,990.34 | 350,876.05 |
| HERSHEY COMPANY CORP NOTES DTD 05/10/2018 3.100% 05/15/2021 | 427866BA5 | 280,000.00 | A | A1 | 05/03/18 | 05/10/18 | 279,806.80 | 3.12 | 3,279.11 | 279,925.64 | 281,275.96 |
| CHARLES SCHWAB CORP NOTES DTD 05/22/2018 3.250% 05/21/2021 | 808513AW5 | 350,000.00 | A | A2 | 05/17/18 | 05/22/18 | 349,989.50 | 3.25 | 4,107.64 | 349,995.80 | 350,883.40 |
| WAL-MART STORES INC CORP NOTES DTD 06/27/2018 3.125% 06/23/2021 | 931142EJ8 | 520,000.00 | AA | Aa2 | 06/20/18 | 06/27/18 | 519,974.00 | 3.13 | 4,423.61 | 519,988.47 | 530,964.20 |
| BOEING CO DTD 07/31/2019 2.300% 08/01/2021 | 097023CL7 | 130,000.00 | BBB | Baa1 | 07/29/19 | 07/31/19 | 129,994.80 | 2.30 | 498.33 | 129,996.54 | 125,747.18 |
| CATERPILLAR FINANCIAL SERVICES CORP CORP DTD 09/07/2018 3.150% 09/07/2021 | 14913Q2N8 | 205,000.00 | A | A3 | 09/04/18 | 09/07/18 | 204,842.15 | 3.18 | 430.50 | 204,922.74 | 208,696.56 |
| 3M COMPANY DTD 09/14/2018 3.000% 09/14/2021 | 88579YBA8 | 175,000.00 | A+ | A1 | 09/11/18 | 09/14/18 | 174,641.25 | 3.07 | 247.92 | 174,822.21 | 179,023.60 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Corporate Note | | | | | | | | | | | |
| BURLINGTN NORTH SANTA FE CORP NOTES DTD 08/22/2011 3.450% 09/15/2021 | 12189LAF8 | 285,000.00 | A+ | A3 | 08/09/19 | 08/13/19 | 292,105.05 | 2.22 | 437.00 | 289,987.42 | 289,561.43 |
| PFIZER INC CORP NOTE DTD 09/07/2018 3.000% 09/15/2021 | 717081EM1 | 450,000.00 | AA- | A1 | 09/04/18 | 09/07/18 | 449,392.50 | 3.05 | 600.00 | 449,699.48 | 457,156.80 |
| BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021 | 06051GGS2 | 275,000.00 | A- | A2 | 09/22/17 | 09/26/17 | 274,560.00 | 2.37 | 3,201.00 | 274,830.51 | 272,054.75 |
| BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021 | 06051GGS2 | 450,000.00 | A- | A2 | 09/13/17 | 09/18/17 | 450,000.00 | 2.33 | 5,238.00 | 450,000.00 | 445,180.50 |
| BOEING COMPANY NOTE DTD 10/31/2014 2.350% 10/30/2021 | 097023BG9 | 300,000.00 | BBB | Baa1 | 05/21/19 | 05/23/19 | 296,922.00 | 2.79 | 2,957.08 | 297,981.78 | 286,881.90 |
| CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021 | 172967LC3 | 350,000.00 | BBB+ | A3 | 01/15/19 | 01/17/19 | 343,633.50 | 3.57 | 3,185.97 | 346,215.64 | 353,034.85 |
| AMERICAN HONDA FINANCE CORP NOTES DTD 10/10/2018 3.375% 12/10/2021 | 02665WCP4 | 250,000.00 | A | A3 | 10/03/18 | 10/10/18 | 249,880.00 | 3.39 | 2,601.56 | 249,930.06 | 251,851.25 |
| TOYOTA MOTOR CREDIT CORP BONDS DTD 01/09/2017 2.600% 01/11/2022 | 89236TDP7 | 345,000.00 | AA- | A1 | 12/28/18 | 12/31/18 | 339,172.95 | 3.19 | 1,993.33 | 341,514.13 | 345,788.33 |
| NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022 | 63743HET5 | 175,000.00 | A | A2 | 01/22/20 | 02/05/20 | 174,846.00 | 1.80 | 476.39 | 174,857.93 | 175,396.73 |
| PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022 | 69371RP75 | 170,000.00 | A+ | A1 | 02/22/19 | 03/01/19 | 169,850.40 | 2.88 | 403.75 | 169,902.97 | 167,178.17 |
| HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022 | 437076BV3 | 225,000.00 | A | A2 | 11/27/18 | 12/06/18 | 224,383.50 | 3.34 | 609.38 | 224,622.49 | 232,438.73 |
| 3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022 | 88579YBF7 | 250,000.00 | A+ | A1 | 02/12/19 | 02/22/19 | 249,882.50 | 2.77 | 572.92 | 249,923.72 | 253,416.50 |
| EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022 | 30231GAJ1 | 375,000.00 | AA | Aaa | 11/26/18 | 11/28/18 | 363,615.00 | 3.38 | 624.22 | 368,139.74 | 378,245.63 |
| PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022 | 717081ER0 | 230,000.00 | AA- | A1 | 03/04/19 | 03/11/19 | 229,986.20 | 2.80 | 357.78 | 229,990.93 | 235,397.64 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Corporate Note | | | | | | | | | | | |
| US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022 | 91159HHC7 | 105,000.00 | A+ | A1 | 07/24/19 | 07/26/19 | 107,086.35 | 2.22 | 140.00 | 106,542.85 | 107,368.70 |
| US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022 | 91159HHC7 | 300,000.00 | A+ | A1 | 07/24/19 | 07/26/19 | 305,925.00 | 2.22 | 400.00 | 304,381.63 | 306,767.70 |
| JOHN DEERE CAPITAL CORP DTD 03/07/2019 2.950% 04/01/2022 | 24422EUT4 | 275,000.00 | A | A2 | 03/04/19 | 03/07/19 | 274,868.00 | 2.97 | 4,056.25 | 274,910.29 | 276,639.28 |
| GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022 | 38141GWC4 | 400,000.00 | BBB+ | A3 | 02/13/19 | 02/15/19 | 395,608.00 | 3.36 | 5,166.67 | 397,112.59 | 400,992.00 |
| PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022 | 69371RP83 | 400,000.00 | A+ | A1 | 05/03/19 | 05/10/19 | 399,784.00 | 2.67 | 4,151.67 | 399,846.46 | 391,346.80 |
| APPLE INC CORP NOTES DTD 05/13/2015 2.700% 05/13/2022 | 037833BF6 | 400,000.00 | AA+ | Aa1 | 06/12/19 | 06/14/19 | 405,032.00 | 2.25 | 4,140.00 | 403,690.03 | 417,408.40 |
| MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022 | 61744YAH1 | 375,000.00 | BBB+ | A3 | 04/05/19 | 04/09/19 | 372,513.75 | 2.97 | 3,781.25 | 373,275.83 | 379,202.25 |
| BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022 | 05531FBG7 | 800,000.00 | A- | A3 | 03/11/19 | 03/18/19 | 799,976.00 | 3.05 | 6,845.56 | 799,983.66 | 805,667.20 |
| AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022 | 02665WCY5 | 550,000.00 | A | A3 | 06/24/19 | 06/27/19 | 549,494.00 | 2.23 | 3,159.44 | 549,619.32 | 539,687.50 |
| IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022 | 459200HG9 | 325,000.00 | A | A2 | 10/30/19 | 11/01/19 | 323,966.50 | 1.99 | 1,015.63 | 324,122.91 | 327,759.58 |
| HONEYWELL INTERNATIONAL CORPORATE NOTE DTD 08/08/2019 2.150% 08/08/2022 | 438516BT2 | 165,000.00 | A | A2 | 07/30/19 | 08/08/19 | 164,833.35 | 2.19 | 522.27 | 164,868.42 | 166,403.16 |
| BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022 | 06406RAK3 | 175,000.00 | A | A1 | 09/03/19 | 09/05/19 | 175,483.00 | 1.85 | 360.21 | 175,392.22 | 176,510.78 |
| BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022 | 06406RAK3 | 250,000.00 | A | A1 | 08/20/19 | 08/23/19 | 249,920.00 | 1.96 | 514.58 | 249,935.79 | 252,158.25 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|--------------|----------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|----------------------|
| Corporate Note | | | | | | | | | | | |
| WALT DISNEY COMPANY/THE DTD 09/06/2019 1.650% 09/01/2022 | 254687FJ0 | 215,000.00 | A | A2 | 09/03/19 | 09/06/19 | 214,533.45 | 1.72 | 295.63 | 214,620.46 | 216,068.77 |
| CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022 | 1491303A5 | 420,000.00 | A | A3 | 09/03/19 | 09/06/19 | 419,416.20 | 1.95 | 554.17 | 419,524.48 | 413,880.18 |
| APPLE INC DTD 09/11/2019 1.700% 09/11/2022 | 037833DL1 | 225,000.00 | AA+ | Aa1 | 09/04/19 | 09/11/19 | 224,961.75 | 1.71 | 212.50 | 224,968.69 | 229,232.93 |
| CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022 | 1491303C1 | 250,000.00 | A | A3 | 01/09/20 | 01/13/20 | 249,885.00 | 1.97 | 1,056.25 | 249,892.16 | 248,781.00 |
| BANK OF NY MELLON CORP DTD 01/28/2020 1.850% 01/27/2023 | 06406RAM9 | 200,000.00 | A | A1 | 01/21/20 | 01/28/20 | 199,860.00 | 1.87 | 647.50 | 199,867.97 | 200,980.60 |
| ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023 | 00724PAA7 | 100,000.00 | A | A2 | 01/22/20 | 02/03/20 | 99,863.00 | 1.75 | 273.89 | 99,870.20 | 101,162.10 |
| ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023 | 00724PAA7 | 225,000.00 | A | A2 | 01/23/20 | 02/03/20 | 224,948.25 | 1.71 | 616.25 | 224,950.95 | 227,614.73 |
| JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023 | 46647PBB1 | 800,000.00 | A- | A2 | 03/15/19 | 03/22/19 | 800,000.00 | 3.21 | 12,828.00 | 800,000.00 | 812,664.80 |
| PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023 | 69353RFL7 | 425,000.00 | A | A2 | 03/06/20 | 03/10/20 | 454,818.00 | 1.28 | 4,669.10 | 454,293.44 | 433,246.28 |
| CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023 | 166764AH3 | 425,000.00 | AA | Aa2 | 02/25/20 | 02/27/20 | 446,560.25 | 1.62 | 3,654.14 | 445,964.17 | 443,461.58 |
| Security Type Sub-Total | | 16,325,000.00 | | | | | 16,344,068.25 | 2.65 | 114,024.51 | 16,360,531.82 | 16,434,068.03 |
| Certificate of Deposit | | | | | | | | | | | |
| SUMITOMO MITSUI BANK NY CERT DEPOS DTD 10/18/2018 3.390% 10/16/2020 | 86565BPC9 | 750,000.00 | A-1 | P-1 | 10/16/18 | 10/18/18 | 748,980.00 | 3.46 | 11,865.00 | 749,555.00 | 759,705.00 |
| SWEDBANK (NEW YORK) CERT DEPOS DTD 11/17/2017 2.270% 11/16/2020 | 87019U6D6 | 750,000.00 | A-1 | P-1 | 11/16/17 | 11/17/17 | 750,000.00 | 2.30 | 6,384.38 | 750,000.00 | 755,139.75 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|--------------|---------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Certificate of Deposit | | | | | | | | | | | |
| MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021 | 55379WZT6 | 775,000.00 | A-1 | P-1 | 02/27/19 | 02/28/19 | 775,000.00 | 2.99 | 2,237.81 | 775,000.00 | 788,246.30 |
| CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021 | 22535CDU2 | 775,000.00 | A+ | Aa3 | 04/03/19 | 04/04/19 | 775,000.00 | 2.85 | 22,115.27 | 775,000.00 | 787,064.43 |
| ROYAL BANK OF CANADA NY CD DTD 06/08/2018 3.240% 06/07/2021 | 78012UEE1 | 950,000.00 | AA- | Aa2 | 06/07/18 | 06/08/18 | 950,000.00 | 3.24 | 9,747.00 | 950,000.00 | 973,228.45 |
| SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022 | 83369XDL9 | 875,000.00 | A | A1 | 02/14/20 | 02/19/20 | 875,000.00 | 1.80 | 1,837.50 | 875,000.00 | 850,605.00 |
| NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022 | 65558TLL7 | 800,000.00 | AA- | Aa3 | 08/27/19 | 08/29/19 | 800,000.00 | 1.87 | 1,438.89 | 800,000.00 | 812,810.40 |
| SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022 | 83050PDR7 | 800,000.00 | A+ | Aa2 | 08/29/19 | 09/03/19 | 800,000.00 | 1.88 | 1,446.67 | 800,000.00 | 813,000.00 |
| DNB BANK ASA/NY LT CD DTD 12/04/2019 2.040% 12/02/2022 | 23341VZT1 | 875,000.00 | AA- | Aa2 | 12/04/19 | 12/06/19 | 875,000.00 | 2.04 | 5,801.25 | 875,000.00 | 895,217.75 |
| Security Type Sub-Total | | 7,350,000.00 | | | | | 7,348,980.00 | 2.49 | 62,873.77 | 7,349,555.00 | 7,435,017.08 |
| Asset-Backed Security | | | | | | | | | | | |
| GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021 | 36256GAD1 | 176,926.12 | AAA | Aaa | 09/18/18 | 09/26/18 | 176,912.14 | 3.19 | 171.91 | 176,919.61 | 177,002.92 |
| ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021 | 02007EAE8 | 26,988.31 | AAA | Aaa | 05/16/17 | 05/24/17 | 26,985.49 | 1.96 | 20.87 | 26,987.46 | 26,955.42 |
| MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021 | 58769LAC6 | 760,000.00 | AAA | NR | 11/15/18 | 11/20/18 | 759,982.98 | 3.51 | 1,084.27 | 759,982.98 | 760,439.96 |
| FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021 | 34531LAD2 | 315,000.00 | NR | Aaa | 09/18/18 | 09/21/18 | 314,973.38 | 3.41 | 446.60 | 314,985.55 | 315,149.03 |
| GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021 | 36256UAD0 | 270,000.00 | AAA | Aaa | 02/13/19 | 02/21/19 | 269,957.61 | 2.99 | 245.85 | 269,973.62 | 273,726.38 |
| FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022 | 34532FAD4 | 330,000.00 | AAA | NR | 02/20/19 | 02/25/19 | 329,974.19 | 2.90 | 425.33 | 329,983.10 | 328,034.92 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Asset-Backed Security | | | | | | | | | | | |
| HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022 | 44891KAD7 | 119,828.30 | AAA | Aaa | 04/10/18 | 04/18/18 | 119,810.26 | 2.80 | 148.59 | 119,818.31 | 118,994.15 |
| NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022 | 65478LAD1 | 295,000.00 | AAA | Aaa | 07/16/19 | 07/24/19 | 294,983.24 | 2.27 | 297.62 | 294,986.95 | 295,486.90 |
| VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022 | 92867XAD8 | 220,000.00 | AAA | NR | 10/01/19 | 10/04/19 | 219,996.52 | 1.99 | 133.77 | 219,997.15 | 222,072.88 |
| HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022 | 44933AAC1 | 300,000.00 | AAA | Aaa | 12/04/18 | 12/12/18 | 299,996.40 | 3.48 | 426.67 | 299,997.60 | 294,324.54 |
| HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023 | 43815AAC6 | 740,000.00 | AAA | Aaa | 11/20/18 | 11/28/18 | 739,889.37 | 3.17 | 1,039.29 | 739,923.87 | 743,826.61 |
| TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023 | 89231PAD0 | 320,000.00 | AAA | Aaa | 10/31/18 | 11/07/18 | 319,930.78 | 3.19 | 452.27 | 319,952.63 | 324,994.37 |
| HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 120,000.00 | AAA | NR | 02/19/19 | 02/27/19 | 119,996.78 | 2.83 | 122.63 | 119,997.66 | 118,462.48 |
| VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023 | 92869BAD4 | 585,000.00 | AAA | Aaa | 11/15/18 | 11/21/18 | 584,975.43 | 3.25 | 580.94 | 584,982.78 | 590,814.32 |
| HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 335,000.00 | AAA | NR | 04/03/19 | 04/10/19 | 334,955.91 | 2.67 | 396.04 | 334,966.04 | 332,462.98 |
| CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023 | 14313FAD1 | 340,000.00 | AAA | NR | 07/18/18 | 07/25/18 | 339,953.66 | 3.36 | 472.98 | 339,969.08 | 343,201.34 |
| NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023 | 65478NAD7 | 775,000.00 | AAA | Aaa | 12/04/18 | 12/12/18 | 774,851.51 | 3.53 | 1,109.11 | 774,893.24 | 785,440.72 |
| HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023 | 43815NAC8 | 190,000.00 | AAA | Aaa | 08/20/19 | 08/27/19 | 189,998.42 | 1.78 | 150.31 | 189,998.69 | 189,188.38 |
| ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 280,000.00 | NR | Aaa | 02/05/19 | 02/13/19 | 279,966.18 | 3.13 | 362.13 | 279,974.31 | 283,435.77 |
| CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023 | 14315EAC4 | 285,000.00 | AAA | NR | 10/17/18 | 10/24/18 | 284,997.38 | 3.36 | 425.60 | 284,998.28 | 289,605.94 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | |
| FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023 | 34533FAD3 | 630,000.00 | NR | Aaa | 03/19/19 | 03/22/19 | 629,893.97 | 2.79 | 778.40 | 629,917.29 | 631,823.28 |
| NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 515,000.00 | NR | Aaa | 02/05/19 | 02/13/19 | 514,921.98 | 2.91 | 663.78 | 514,940.37 | 519,567.23 |
| COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 230,000.00 | AAA | Aaa | 05/21/19 | 05/30/19 | 229,953.40 | 2.52 | 256.58 | 229,961.62 | 228,804.48 |
| GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023 | 36256XAD4 | 445,000.00 | AAA | Aaa | 01/08/19 | 01/16/19 | 444,950.74 | 2.97 | 550.69 | 444,962.62 | 448,170.40 |
| FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023 | 31680YAD9 | 285,000.00 | AAA | Aaa | 04/30/19 | 05/08/19 | 284,937.36 | 2.72 | 334.40 | 284,949.44 | 281,508.41 |
| HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024 | 41284WAC4 | 400,000.00 | NR | Aaa | 06/19/19 | 06/26/19 | 399,969.04 | 2.95 | 416.00 | 399,973.96 | 405,827.64 |
| GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024 | 36257FAD2 | 450,000.00 | AAA | Aaa | 04/09/19 | 04/17/19 | 449,963.37 | 3.13 | 496.88 | 449,970.38 | 453,608.46 |
| CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024 | 14316LAC7 | 265,000.00 | AAA | NR | 04/09/19 | 04/17/19 | 264,972.92 | 2.90 | 315.64 | 264,978.02 | 266,962.99 |
| VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024 | 92348AAA3 | 555,000.00 | AAA | NR | 10/01/19 | 10/08/19 | 554,957.21 | 1.94 | 328.99 | 554,962.02 | 549,261.30 |
| VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/20/2024 | 92348TAA2 | 215,000.00 | AAA | Aaa | 01/21/20 | 01/29/20 | 214,974.82 | 1.86 | 121.53 | 214,976.11 | 202,947.72 |
| COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024 | 14041NFU0 | 800,000.00 | AAA | NR | 08/28/19 | 09/05/19 | 799,798.56 | 1.73 | 611.56 | 799,822.29 | 791,687.20 |
| HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024 | 41284UAD6 | 200,000.00 | AAA | Aaa | 01/21/20 | 01/29/20 | 199,956.38 | 2.36 | 166.22 | 199,957.65 | 204,644.98 |
| DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024 | 254683CM5 | 330,000.00 | NR | Aaa | 10/24/19 | 10/31/19 | 329,929.12 | 1.90 | 277.20 | 329,934.43 | 331,391.45 |
| CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/15/2024 | 14315XAC2 | 245,000.00 | AAA | NR | 01/14/20 | 01/22/20 | 244,951.93 | 1.90 | 205.80 | 244,953.63 | 243,637.21 |



Managed Account Detail of Securities Held

For the Month Ending **March 31, 2020**

| CITY OF ANTIOCH, CA - 04380500 | | | | | | | | | | |
|--------------------------------|-------|-----------------|---------|--------|--------|-----------------|---------|--------------|-----------------|-----------------|
| Security Type/Description | | S&P | Moody's | Trade | Settle | Original | YTM | Accrued | Amortized | Market |
| Dated Date/Coupon/Maturity | CUSIP | Par | Rating | Rating | Date | Cost | at Cost | Interest | Cost | Value |
| Security Type Sub-Total | | 12,348,742.73 | | | | 12,347,218.43 | 2.83 | 14,036.45 | 12,347,548.74 | 12,373,462.76 |
| Managed Account Sub-Total | | 86,393,767.22 | | | | 86,311,546.22 | 2.30 | 419,671.03 | 86,407,715.66 | 88,118,620.73 |
| Securities Sub-Total | | \$86,393,767.22 | | | | \$86,311,546.22 | 2.30% | \$419,671.03 | \$86,407,715.66 | \$88,118,620.73 |
| Accrued Interest | | | | | | | | | | \$419,671.03 |
| Total Investments | | | | | | | | | | \$88,538,291.76 |



Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|----------|---|-----------|---------------------|-----------------------|-------------------|-----------------------|-------------------|-------------------------|-------------|
| BUY | | | | | | | | | | | |
| | 03/02/20 | 03/04/20 | UNITED STATES TREASURY NOTES DTD 02/18/2020 1.375% 02/15/2023 | 912828Z86 | 5,500,000.00 | (5,595,605.47) | (3,739.70) | (5,599,345.17) | | | |
| | 03/06/20 | 03/10/20 | PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023 | 69353RFL7 | 425,000.00 | (454,818.00) | (3,801.39) | (458,619.39) | | | |
| Transaction Type Sub-Total | | | | | 5,925,000.00 | (6,050,423.47) | (7,541.09) | (6,057,964.56) | | | |
| INTEREST | | | | | | | | | | | |
| | 03/01/20 | 03/01/20 | 3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022 | 88579YBF7 | 250,000.00 | 0.00 | 3,437.50 | 3,437.50 | | | |
| | 03/01/20 | 03/01/20 | WALT DISNEY COMPANY/THE DTD 09/06/2019 1.650% 09/01/2022 | 254687FJ0 | 215,000.00 | 0.00 | 1,724.48 | 1,724.48 | | | |
| | 03/01/20 | 03/01/20 | PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022 | 69371RP75 | 170,000.00 | 0.00 | 2,422.50 | 2,422.50 | | | |
| | 03/01/20 | 03/01/20 | HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022 | 437076BV3 | 225,000.00 | 0.00 | 3,656.25 | 3,656.25 | | | |
| | 03/01/20 | 03/25/20 | FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/25/2022 | 3137B1BS0 | 375,000.00 | 0.00 | 784.38 | 784.38 | | | |
| | 03/01/20 | 03/25/20 | FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/25/2022 | 3137AVXN2 | 360,000.00 | 0.00 | 706.50 | 706.50 | | | |
| | 03/01/20 | 03/25/20 | FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024 | 3137FQ3V3 | 177,241.86 | 0.00 | 308.99 | 308.99 | | | |
| | 03/01/20 | 03/25/20 | FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023 | 3137FKK39 | 232,379.72 | 0.00 | 620.26 | 620.26 | | | |
| | 03/01/20 | 03/25/20 | FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGQ4 | 229,171.50 | 0.00 | 435.43 | 435.43 | | | |
| | 03/01/20 | 03/25/20 | FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGQ4 | 303,577.84 | 0.00 | 576.80 | 576.80 | | | |
| | 03/01/20 | 03/25/20 | FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/25/2022 | 3137BLUR7 | 375,000.00 | 0.00 | 848.75 | 848.75 | | | |
| | 03/01/20 | 03/25/20 | FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021 | 3136B1XP4 | 314,785.01 | 0.00 | 945.00 | 945.00 | | | |
| | 03/06/20 | 03/06/20 | CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022 | 14913O3A5 | 420,000.00 | 0.00 | 3,990.00 | 3,990.00 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|----------|---|-----------|------------|--------------------|------------------|----------|-------------------|-------------------------|-------------|
| INTEREST | | | | | | | | | | | |
| | 03/06/20 | 03/06/20 | EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022 | 30231GAJ1 | 375,000.00 | 0.00 | 4,494.38 | 4,494.38 | | | |
| | 03/07/20 | 03/07/20 | CATERPILLAR FINANCIAL SERVICES CORP CORP DTD 09/07/2018 3.150% 09/07/2021 | 14913Q2N8 | 205,000.00 | 0.00 | 3,228.75 | 3,228.75 | | | |
| | 03/11/20 | 03/11/20 | PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022 | 717081ER0 | 230,000.00 | 0.00 | 3,220.00 | 3,220.00 | | | |
| | 03/11/20 | 03/11/20 | APPLE INC DTD 09/11/2019 1.700% 09/11/2022 | 037833DL1 | 225,000.00 | 0.00 | 1,912.50 | 1,912.50 | | | |
| | 03/14/20 | 03/14/20 | 3M COMPANY DTD 09/14/2018 3.000% 09/14/2021 | 88579YBA8 | 175,000.00 | 0.00 | 2,625.00 | 2,625.00 | | | |
| | 03/15/20 | 03/15/20 | FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023 | 34533FAD3 | 630,000.00 | 0.00 | 1,459.50 | 1,459.50 | | | |
| | 03/15/20 | 03/15/20 | COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024 | 14041NFU0 | 800,000.00 | 0.00 | 1,146.67 | 1,146.67 | | | |
| | 03/15/20 | 03/15/20 | TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023 | 89231PAD0 | 320,000.00 | 0.00 | 848.00 | 848.00 | | | |
| | 03/15/20 | 03/15/20 | ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021 | 02007EAE8 | 35,226.14 | 0.00 | 51.08 | 51.08 | | | |
| | 03/15/20 | 03/15/20 | COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 230,000.00 | 0.00 | 481.08 | 481.08 | | | |
| | 03/15/20 | 03/15/20 | CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023 | 14313FAD1 | 340,000.00 | 0.00 | 886.83 | 886.83 | | | |
| | 03/15/20 | 03/15/20 | HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022 | 44933AAC1 | 300,000.00 | 0.00 | 800.00 | 800.00 | | | |
| | 03/15/20 | 03/15/20 | ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023 | 02004WAC5 | 280,000.00 | 0.00 | 679.00 | 679.00 | | | |
| | 03/15/20 | 03/15/20 | CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024 | 14316LAC7 | 265,000.00 | 0.00 | 591.83 | 591.83 | | | |
| | 03/15/20 | 03/15/20 | NATIONAL RURAL UTIL COOP NOTE DTD 02/26/2018 2.900% 03/15/2021 | 63743HER9 | 300,000.00 | 0.00 | 4,350.00 | 4,350.00 | | | |
| | 03/15/20 | 03/15/20 | US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022 | 91159HHC7 | 300,000.00 | 0.00 | 4,500.00 | 4,500.00 | | | |



Managed Account Security Transactions & Interest

For the Month Ending March 31, 2020

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|----------|--|-----------|------------|--------------------|------------------|----------|-------------------|-------------------------|-------------|
| INTEREST | | | | | | | | | | | |
| | 03/15/20 | 03/15/20 | PFIZER INC CORP NOTE DTD 09/07/2018 3.000% 09/15/2021 | 717081EM1 | 450,000.00 | 0.00 | 6,750.00 | 6,750.00 | | | |
| | 03/15/20 | 03/15/20 | NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023 | 65478NAD7 | 775,000.00 | 0.00 | 2,079.58 | 2,079.58 | | | |
| | 03/15/20 | 03/15/20 | CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/15/2024 | 14315XAC2 | 245,000.00 | 0.00 | 385.88 | 385.88 | | | |
| | 03/15/20 | 03/15/20 | HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023 | 43815NAC8 | 190,000.00 | 0.00 | 281.83 | 281.83 | | | |
| | 03/15/20 | 03/15/20 | DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024 | 254683CM5 | 330,000.00 | 0.00 | 519.75 | 519.75 | | | |
| | 03/15/20 | 03/15/20 | MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021 | 58769LAC6 | 760,000.00 | 0.00 | 2,033.00 | 2,033.00 | | | |
| | 03/15/20 | 03/15/20 | HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023 | 43815AAC6 | 740,000.00 | 0.00 | 1,948.67 | 1,948.67 | | | |
| | 03/15/20 | 03/15/20 | FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023 | 31680YAD9 | 285,000.00 | 0.00 | 627.00 | 627.00 | | | |
| | 03/15/20 | 03/15/20 | NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023 | 65479KAD2 | 515,000.00 | 0.00 | 1,244.58 | 1,244.58 | | | |
| | 03/15/20 | 03/15/20 | HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024 | 41284WAC4 | 400,000.00 | 0.00 | 780.00 | 780.00 | | | |
| | 03/15/20 | 03/15/20 | FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022 | 34532FAD4 | 330,000.00 | 0.00 | 797.50 | 797.50 | | | |
| | 03/15/20 | 03/15/20 | HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 335,000.00 | 0.00 | 742.58 | 742.58 | | | |
| | 03/15/20 | 03/15/20 | US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022 | 91159HHC7 | 105,000.00 | 0.00 | 1,575.00 | 1,575.00 | | | |
| | 03/15/20 | 03/15/20 | BURLINGTN NORTH SANTA FE CORP NOTES DTD 08/22/2011 3.450% 09/15/2021 | 12189LAF8 | 285,000.00 | 0.00 | 4,916.25 | 4,916.25 | | | |
| | 03/15/20 | 03/15/20 | FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021 | 34531LAD2 | 315,000.00 | 0.00 | 837.38 | 837.38 | | | |
| | 03/15/20 | 03/15/20 | HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024 | 41284UAD6 | 200,000.00 | 0.00 | 311.67 | 311.67 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|----------|---|-----------|----------------------|--------------------|------------------|------------------|-------------------|-------------------------|-------------|
| INTEREST | | | | | | | | | | | |
| | 03/15/20 | 03/15/20 | NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022 | 65478LAD1 | 295,000.00 | 0.00 | 558.04 | 558.04 | | | |
| | 03/15/20 | 03/15/20 | CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023 | 14315EAC4 | 285,000.00 | 0.00 | 798.00 | 798.00 | | | |
| | 03/15/20 | 03/15/20 | HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022 | 44891KAD7 | 120,000.00 | 0.00 | 279.00 | 279.00 | | | |
| | 03/16/20 | 03/16/20 | GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023 | 36256XAD4 | 445,000.00 | 0.00 | 1,101.38 | 1,101.38 | | | |
| | 03/16/20 | 03/16/20 | GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024 | 36257FAD2 | 450,000.00 | 0.00 | 993.75 | 993.75 | | | |
| | 03/18/20 | 03/18/20 | HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 120,000.00 | 0.00 | 283.00 | 283.00 | | | |
| | 03/20/20 | 03/20/20 | VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/20/2024 | 92348TAA2 | 215,000.00 | 0.00 | 563.48 | 563.48 | | | |
| | 03/20/20 | 03/20/20 | VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023 | 92869BAD4 | 585,000.00 | 0.00 | 1,584.38 | 1,584.38 | | | |
| | 03/20/20 | 03/20/20 | VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024 | 92348AAA3 | 555,000.00 | 0.00 | 897.25 | 897.25 | | | |
| | 03/20/20 | 03/20/20 | GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021 | 36256GAD1 | 202,341.23 | 0.00 | 536.20 | 536.20 | | | |
| | 03/20/20 | 03/20/20 | VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022 | 92867XAD8 | 220,000.00 | 0.00 | 364.83 | 364.83 | | | |
| | 03/20/20 | 03/20/20 | GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021 | 36256UAD0 | 270,000.00 | 0.00 | 670.50 | 670.50 | | | |
| | 03/22/20 | 03/22/20 | UNILEVER CAPITAL CORP NOTES DTD 03/22/2018 2.750% 03/22/2021 | 904764AZ0 | 575,000.00 | 0.00 | 7,906.25 | 7,906.25 | | | |
| Transaction Type Sub-Total | | | | | 19,254,723.30 | 0.00 | 94,098.19 | 94,098.19 | | | |
| PAYDOWNS | | | | | | | | | | | |
| | 03/01/20 | 03/25/20 | FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGO4 | 660.76 | 660.76 | 0.00 | 660.76 | (8.66) | 0.00 | |
| | 03/01/20 | 03/25/20 | FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022 | 3136AEGO4 | 498.81 | 498.81 | 0.00 | 498.81 | (3.11) | 0.00 | |



Managed Account Security Transactions & Interest

For the Month Ending **March 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------------------------|----------|----------|--|-----------|---------------------|----------------------|---------------------|---------------------|--------------------|-------------------------|-------------|
| PAYDOWNS | | | | | | | | | | | |
| | 03/01/20 | 03/25/20 | FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024 | 3137FO3V3 | 360.75 | 360.75 | 0.00 | 360.75 | 0.01 | 0.00 | |
| | 03/01/20 | 03/25/20 | FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023 | 3137FKK39 | 418.89 | 418.89 | 0.00 | 418.89 | 0.00 | 0.00 | |
| | 03/01/20 | 03/25/20 | FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021 | 3136B1XP4 | 5,192.23 | 5,192.23 | 0.00 | 5,192.23 | (103.28) | 0.00 | |
| | 03/15/20 | 03/15/20 | ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021 | 02007EAE8 | 8,237.83 | 8,237.83 | 0.00 | 8,237.83 | 0.86 | 0.00 | |
| | 03/15/20 | 03/15/20 | HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022 | 44891KAD7 | 171.70 | 171.70 | 0.00 | 171.70 | 0.03 | 0.00 | |
| | 03/20/20 | 03/20/20 | GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021 | 36256GAD1 | 25,415.11 | 25,415.11 | 0.00 | 25,415.11 | 2.01 | 0.00 | |
| Transaction Type Sub-Total | | | | | 40,956.08 | 40,956.08 | 0.00 | 40,956.08 | (112.14) | 0.00 | |
| SELL | | | | | | | | | | | |
| | 03/02/20 | 03/04/20 | US TREASURY NOTES DTD 06/02/2014 2.000% 05/31/2021 | 912828WN6 | 1,000,000.00 | 1,013,710.94 | 5,191.26 | 1,018,902.20 | 31,484.38 | 21,262.70 | FIFO |
| | 03/02/20 | 03/04/20 | BANK OF MONTREAL CHICAGO CERT DEPOS DTD 08/03/2018 3.190% 08/03/2020 | 06370REU9 | 725,000.00 | 731,148.68 | 13,619.53 | 744,768.21 | 6,148.68 | 6,148.68 | FIFO |
| | 03/02/20 | 03/04/20 | UNITED STATES TREASURY NOTES DTD 05/31/2019 2.125% 05/31/2021 | 9128286V7 | 3,000,000.00 | 3,045,000.00 | 16,547.13 | 3,061,547.13 | 29,648.44 | 33,728.16 | FIFO |
| | 03/02/20 | 03/04/20 | INTERNATIONAL FINANCE CORPORATION NOTE DTD 03/16/2018 2.635% 03/09/2021 | 45950VLO7 | 725,000.00 | 736,092.50 | 9,286.55 | 745,379.05 | 11,636.25 | 11,283.10 | FIFO |
| | 03/06/20 | 03/10/20 | US TREASURY NOTES DTD 06/02/2014 2.000% 05/31/2021 | 912828WN6 | 425,000.00 | 432,387.70 | 2,345.63 | 434,733.33 | 14,941.41 | 10,555.45 | FIFO |
| Transaction Type Sub-Total | | | | | 5,875,000.00 | 5,958,339.82 | 46,990.10 | 6,005,329.92 | 93,859.16 | 82,978.09 | |
| Managed Account Sub-Total | | | | | | (51,127.57) | 133,547.20 | 82,419.63 | 93,747.02 | 82,978.09 | |
| Total Security Transactions | | | | | | (\$51,127.57) | \$133,547.20 | \$82,419.63 | \$93,747.02 | \$82,978.09 | |



STAFF REPORT TO THE CITY COUNCIL AND HOUSING SUCCESSOR

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: Public Hearing to review FY 2020-25 Contra Costa Consortium Consolidated Plan, and 2020-21 Action Plan for expending federal CDBG and CDBG-CV, and local Housing Successor funding

RECOMMENDED ACTION

- 1) It is recommended that the City Council hear final public comment and adopt the resolution approving the Contra Costa Consortium 2020-2025 Consolidated Plan and the draft fiscal year (FY) 2020-21 Action Plan for federal CDBG and CDBG-CV funds and authorizing the City Manager or designee to make the necessary FY2020-21 budget adjustments for the approved funding in the Action Plan.
- 2) It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG subcommittee and adopt the Resolution approving Housing Successor funding for homeless services outlined in the 2020-21 Annual Action Plan and authorizing the City Manager or designee to make the necessary FY2020-21 budget adjustments for the approved funding in the Action Plan.

FISCAL IMPACT

Action #1: The recommended action has no immediate fiscal impact; however, it will guide the funding decisions of approximately \$6,000,000 in future CDBG and other funding over the 2020-25 Consolidated Plan period, and commits a total of \$1,404,946 in CDBG and CDBG-CV (Corona Virus CARES funding) for FY 2020-21 to address identified high priority needs of the City in general public services, homeless services, housing and prevention, senior and youth services, economic development, infrastructure, housing, and CDBG administration.

Action #2: The recommended action has no impact to the General Fund but commits a total of \$1,520,000 in Housing Successor Low Income Housing funds for FY 2020-21 to address identified high priority housing and homeless needs of the City.

Background

Consolidated Plan

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

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

To prepare the 2020-25 Consolidated Plan, the Consortium jurisdictions collaborated with the Contra Costa, Pittsburg and Richmond Housing Authorities to first develop a comprehensive new Analysis of Impediments to Fair Housing Choice (AI). The data on housing and opportunity helps to guide the Consolidated Plan. The AI was adopted by the Antioch City Council on October 22, 2019.

The Consortium then worked together to conduct extensive public outreach during 2019 to best understand the needs of Consortium member communities from the standpoint of the leaders of the nonprofits serving Contra Costa County, the clients being served, and the general public. Four community meetings were held throughout the County, including one in Antioch. Recognizing that not all can attend public hearings and that they can be limited in scope, an online survey was developed to describe the level of needs in the community, the priority of the needs and what can be done to meet the identified needs. The Consortium widely distributed a comprehensive survey in English and Spanish (hard copies and online survey) to the public, agencies, and clients. The survey was open from March 25 to June 30, 2019. Over 1,400 responses countywide were submitted, and 347 (25%) were from Antioch residents. Antioch responses were racially and ethnically proportional to the population. The Consortium also conducted seven (7) focus groups with nonprofit leaders on the needs of seniors and persons with disabilities, youth, families and general needs, economic development, affordable housing, and the needs of persons who are homeless.

All of this feedback was coupled with statistical data from the Census, American Community Survey, and other local surveys and data to develop a comprehensive Needs Analysis. The Needs Analysis for the categories of Public Services, Economic Development and Infrastructure was presented to Council on September 24, 2019, and the Analysis for Homelessness and Affordable Housing was presented on 10/22/2019.

At both meetings, resident and Council feedback was solicited and obtained to further refine the plan.

Because the funding is limited and cannot possibly meet all community need, the needs are prioritized so that the funding addresses only the highest priority needs. Council adopted the priority need listing on February 25, 2020, at which further opportunity for public comment was provided. Adopted priority goal major categories were Affordable Housing (Increasing Supply for Lower Income and Special Needs and Maintain/Preserve Supply), Homeless (Permanent Housing and Prevention), and Non-Homeless Community Development (Public Services, Economic Development, Infrastructure and Administration).

With priorities set, the City then developed a strategy to expend federal and local funding that would be used to benefit Antioch's lower income residents and areas over the five-year period of 2020-2025. The Needs Assessment, Housing Market Analysis, and Strategic Plan comprise the Consolidated Plan. Each Consortium member has prepared a separate analysis of their community's needs, develops a strategic plan to address those needs, and prepares an annual Action Plan to allocate funding that is guided by, and helps to fulfill the Consolidated Plan. Each Consortium governing body approves the draft Consolidated Plan documents for their jurisdiction, and the Consolidated Plan is submitted as one document to the U.S. Department of Housing and Urban Development (HUD) by May 15, 2020.

The draft Contra Costa Consolidated Plan was advertised in the East Contra Costa Times and made available for public comment on March 20, 2020 on the County's and City's website. Comments received on the Consolidated Plan will be included and presented to Council at tonight's meeting and will be addressed and submitted to HUD with the Consolidated Plan.

2020-21 Action Plan

For each year of the five-year Consolidated Plan, the City must develop specific strategies the City will undertake during the program year to address priorities needs and goals outlined in the Consolidated Plan. This is known as the Action Plan. The 2020-21 Action Plan identifies the use of grant funds and program income, including Redevelopment Agency and other funding sources, and the proposed accomplishments of each activity being recommended for funding.

In accordance with federal procurement regulations, the Consortium conducted an extensive Request for Proposals process. The Grant Kickoff meeting was held on October 17, 2019 which was widely advertised through a Contra Costa Times display advertisement, and through emailing over 600 nonprofit agencies and interested parties. The meeting was attended by more than 200 persons. Grant applications were submitted electronically via the City Data Services system and received on December 9, 2019. One agency attempted to submit after the deadline and, after investigation, the City and County determined it was ineligible. Applications first went through the 12-Point Application Eligibility Screening Criteria by the CDBG Consultant. All applications were

then evaluated according to the 100-point Evaluation Criteria and Review of Risk tool, which ranks each application on such factors as meeting community needs and priorities, benefits to the target population, applicant administrative capacity, and fiscal management and analysis.

CDBG-EN (Entitlement) funding process – For FY 2020-21 the City was awarded \$865,689 in CDBG funds for FY 2020-21. These are entitlement funds from the Department of Housing and Urban Development (HUD) that are allocated to cities of greater than 50,000 in population. The amount awarded is based on numerous factors, including total population, number of people in poverty, overcrowded units, amount of pre-1940's housing stock, etc.

Council member Lori Ogorchock and Mayor Pro-tem Joy Motts comprised the 2020-21 CDBG Subcommittee. Agencies that submitted qualified applications were invited to make a 10-minute presentation to the Subcommittee and these presentations occurred on March 6 and 13, 2020. Deliberations were conducted and concluded on March 13th and draft recommendations were made.

CDBG-CV (Corona Virus) CARES Act funding process – Beginning March 2020, in response to the coronavirus pandemic, there was a dramatic reduction in economic activity, both globally and in the United States, as a result of the enactment of social distancing measures meant to curb the spread of the virus. These measures included working from home, widespread cancellation of events, cancellation of classes (or moving in-person to online classes), reduction of travel, and the closure of businesses. Congress passed and the President signed the “Coronavirus Aid, Relief, and Economic Security Act” or the “CARES Act” on March 27, 2020 to help stabilize residents and businesses during this time. Included in the CARES funding was an allocation of funding to CDBG entitlement jurisdictions for additional CDBG-CV (Corona Virus) funding, as well as additional HOME funding. All Homeless Continuum of Care also received an additional allocation of funding, both from the federal government and from the State, as did the County's Emergency Solutions Grant (ESG) fund, which also received an additional \$1 million allocation from the State.

On April 2, 2020, the City was informed by HUD that it will receive \$509,257 in CDBG-CV funds, and to make immediate plans for expending the funds as part of the City's 2019-20 or 2020-21 Action Plan. The City Council Subcommittee then met electronically and discussed the emerging needs of the City's lowest income residents. Informing this conversation were the results of the Consultant's discussions with Lavonna Martin who heads the Homeless Continuum of Care, emails and conversations with nonprofit leaders, as well as information about new sources of funding coming from both the federal and state government, as well as from philanthropy, especially some of the larger foundations in the Bay Area.

The Subcommittee decided that the likely highest needs would be for rent, mortgage, and utility payment relief to keep residents in their housing and out of the homeless shelter system, as congregant living is not advised at this time nor for some time into the future.

Recommendations therefore are primarily for rent/mortgage/utility assistance (\$440,000 or 86.4%), Food Assistance (\$30,000 or 5.9%), Tenant Support (\$20,000 or 3.9%) to help residents understand the City's Rent Moratorium and access to City rent/mortgage support, and Administration (\$19,257 or 3.8%) to assist with possible part-time staffing to assist residents during time of heavy application submission. Agencies recommended for funding are those that submitted in the CDBG procurement process, as there were sufficient agencies of the required types from which the City could choose.

With the CDBG-CV funds, HUD provided the ability for jurisdictions to use certain exemptions which included lifting the cap on public services and shortening the public comment period from 30 days to 5 days. Rent/mortgage assistance, food and tenant support are all considered to be Public Services, which comprise 96.2% of the City's recommended utilization of the CDBG-CV grant. Using the prescribed form, the City of Antioch notified HUD on April 24, 2020 that it would be utilizing these exemptions.

The CDBG-CV funds were incorporated into the 2020-25 Consolidated Plan, as well as the 2020-21 Action Plan. The Action Plan, including the CDBG-CV allocation, was advertised in the East County Times on May 1, 2020, allowing for an 11-day public comment period.

Funding Recommendations

The City Council Subcommittee is recommending a total of \$2,924,946 in funding for the coming fiscal year, from the following sources:

| | 20-21 Grant CDBG-EN* | CDBG- RLF** | CDBG- CV*** | Housing Successor | Total All Funds |
|------------------------------|-------------------------|------------------|------------------|----------------------|--------------------|
| Funds Available | \$865,689 | \$258,948 | \$509,257 | \$1,600,000 | \$3,113,914 |
| Funds Recommended | \$748,610 | \$ 30,000 | \$509,257 | \$1,520,000 | \$2,924,946 |
| Balance | \$0 | \$228,948 | \$0 | \$80,000 | \$188,968 |

*EN = Entitlement

**RLF = Revolving Loan Fund, balance as of 4/27/20

***CV = Corona Virus

The City of Antioch's federal CDBG allocation for 2020-21 is \$865,689, which is an increase of \$49,662 from the FY 2019-20 allocation of \$816,027. The new CDBG-CV funding allocation is \$509,257. Both of these sources are fully committed in the recommendations.

The City's CDBG Housing Revolving Loan Fund has \$258,948 available, of which \$30,000 is committed and \$228,948 is available. These funds were de-committed from the 2018 activity of the AHOP down payment program, where they were to be used to assist with closing costs only. That program has been put on hold as the City observes the real estate market valuation during and after the Covid-19 crisis. The City does not

want to be in a position similar to the Great Recession, when originated loans at a high housing cost, only to lose a significant part of its portfolio when housing costs dropped during the recession and those loans defaulted. If these funds are needed later in the year or next year, the Council CDBG Subcommittee will make a recommendation at that time. The CDBG Consultant has also asked HUD if the fund can be dissolved and the funds opened up for general use rather than restricted to housing activities and is awaiting a response.

The Subcommittee proposes to use \$1,520,000 of the 1,600,000 in Housing Successor (former Antioch Redevelopment Agency) funds available. There is an additional maximum of \$80,000 that can be used for homeless prevention services, including rent/mortgage/utility subsidies if needed. These funds are recommended to be held in reserve for this purpose but can be used immediately if Council desires.

CDBG Public Services are usually capped by HUD at 15% of the grant amount plus 15% of the prior year (FY 2019-20) program income. However, HUD has lifted the Public Services cap for this program year for both CDBG and CDBG-CV funding. While the CDBG fund recommendation adheres to the 15% cap, 96.2% of the CV funds are recommended for the public services activities of rent/mortgage/utility assistance, food, and tenant assistance (with the remaining 3.8% reserved for Administration.)

Administration of the CDBG program is capped at 20% of the grant amount which is \$173,138. plus 20% of the present year (FY 2020-21) program income (estimated to be \$80,000). The Subcommittee recommends that Fair Housing Counseling and activities, a HUD requirement, be funded from Administration funds, as is permitted by HUD regulations, in the amount of \$25,000, and \$143,393 for Administration of the CDBG program. As stated, an additional \$19,257 (3.8%) of the CDBG-CV funds is set aside for Administration. A summary of the Action Plan funding, including the name of the agency and program, priority goals and strategies, and amount of funding and funding source, is found in Attachment A.

Priority Goals and Annual 2020-21 Strategies

The adopted Priority Needs and Goals for the 2020-25 Consolidated Plan, and the proposed Strategies for 2020-21 are detailed below. Note that all persons served must be Antioch residents:

Homeless Goals (H-1 and H-2) and Strategies: For 2020-21, Antioch's homeless strategies focus most heavily on prevention of homelessness by helping to keep at-risk residents in their existing housing and out of the homeless system of care. This is ESPECIALLY important during a time when the highly contagious Covid-19 virus is without a vaccine and congregate living is potentially more dangerous than living unsheltered.

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

H-1.1 2020-21 Strategy – CORE Outreach Services, Contra Costa County Health, Housing and Homeless Services (\$30,000 HS). Program serves as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. The outreach teams will contact homeless individuals in Antioch to provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to C.A.R.E. Centers. 300 homeless persons to be served.

H-1.2 Strategy – Winter Nights Emergency Family Rotating Shelter (\$15,000 HS). Program provides emergency family shelter for up to 30 people in families with children. Services include shelter, food, transportation, case management, housing placement assistance and more. Shelter operates October – June and moves every two weeks to different faith-based locations. 18 homeless individuals to be served.

H-1.3 2020-21 Strategy – Emergency Shelter for Battered Women and their Children, STAND! For Families Free of Violence (\$10,000 HS). Program provides emergency shelter for up to 24 women and their children fleeing domestic violence, as well as comprehensive supportive services, including food, clothing, social and legal advocacy, vocational assistance, childcare, housing referrals, and counseling. 10 battered spouses and their children to be served.

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

H-2.1 Strategy – Bay Area Legal Aid, Housing and Homeless Prevention (\$25,000 HS). To prevent homelessness and preserve affordable housing, BayLegal attorneys provide legal services to clients in Contra Costa County facing illegal evictions, discrimination, foreclosures, substandard habitability issues, and other housing rights violations. 150 at-risk persons to be served.

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

H-2.3 Strategy – Nourishing Lives, Feeding Homeless and At-Risk, Loaves and Fishes (\$10,000 CDBG-CV and \$10,000 HS). Program provides hot, nutritious meals Monday through Friday in Antioch dining room, located at 403 West 6th Street, in the surrounding lower income areas census tracts of 3050.00, 3060.03, 3071.02, and 3072.02. Partnering with other agencies, clients are also offered safety net services such as medical, shelter, and registration for Cal Fresh. 450 persons to be served.

Housing Assistance Pool (\$430,000 CDBG-CV) - The following two agencies will administer rent, mortgage assistance, and utility assistance for Antioch residents. **They will share a pool of \$430,000 in CDBG-CV funding for grants.** These funds will be used to keep lower income Antioch residents stably housed if they are at risk of losing their housing due to the effects that Covid 19 has had on their health or employment. It is estimated that these funds will serve up to 200 households in addition to the agency goals below.

H-2.4 Strategy – SHELTER Inc., Homeless Prevention/Rapid Rehousing (\$30,000 HS) Program prevented homelessness for households at-risk of homelessness and rapidly re-housed households who were homeless by providing short-term financial assistance for move-in costs or past due rent. Baseline 180 persons to be served.

H-2.5 Strategy – Homeless Prevention Project, St. Vincent de Paul (\$30,000 HS). Program provides homeless prevention services to low-income residents of Antioch via the SVdP Family Resource Center in Pittsburg and the SVdP branch in Antioch. Services include rental assistance, utility assistance, food, medical, employment and transportation support and wrap around services to ensure individuals and families are sheltered. Baseline 100 persons to be served.

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

Public Services (CD-1 – CD-5)

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

CD-1.1 Strategy – Antioch Cancer Support Community (\$10,000 CDBG-EN). Program provides services at new Antioch facility to lower income households with cancer and their family members and other caregivers, as well as survivors, providing psychosocial support, integrative therapies and community navigation. 30 persons to be served.

CD-1.2 Strategy – Technology Center Training, Opportunity Junction (\$10,000 CDBG-EN). Program provides low-income workers, job-seekers, and seniors with accessible training in computer applications, English as a Second Language, typing, and Spanish in the evening. The Technology Center operates Monday through Thursday from 5 pm to 9 pm and also offers free access to computers and the Internet. Program is especially geared to persons with limited English proficiency. 150 persons to be served.

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

CD-2.1 Strategy/Seniors & Disabled – Bedford Center Adult Day Health Care, Choice in Aging (\$10,000 CDBG-EN). Program provides adult day health care to frail elderly, adults with severe mental or physical disabilities, and persons with dementia, allowing respite for family caregivers while client receives individualized nursing care, mental health care, and therapies (physical, occupational, music, and horticultural therapy). 30 disabled persons to be served

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

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

CD-2.4 Strategy/Seniors & Disabled – Independent Living Skills, Lions Center for the Visually Impaired (CDBG-EN \$10,000). Program provides in-home independent living skills instruction and training to visually impaired adults so they will maintain their independence and avoid institutionalization. 28 persons to be served.

CD-2.5 Strategy/Seniors – Care Management, Meals on Wheels Diablo Region (CDBG-EN \$10,000 + \$10,000 CDBG-CV and \$10,000 HS for emergency funds). Program provides an array of services to help older adults and their families meet long-term care needs, including assistance in resolving critical issues affecting financial and physical health and wellness to help them live as independently as possible. \$20k in funding provides for emergency pool to be

administered by MOWDR and shared by the Cares Program and Contra Costa Senior Legal Services for emergency assistance to vulnerable low-income seniors. 150 seniors to be served.

CD-2.6 Seniors/Disabled – Meals on Wheels Food Delivery, Meals on Wheels Diablo Region (CDBG-EN \$10,000 and CDBG-CV \$20,000). Program delivers seven nutritious meals each week to frail, home bound seniors and disabled adults to help them live at home in safety, comfort, and with dignity for as long as they can. Seniors benefit from daily health and wellness checks from volunteer drivers and ongoing client monitoring through in-home visits by outreach workers. CV funding to help address increased food insecurity, growing demand, and increased safety supplies needed at this time. 250 seniors to be served.

CD-2.7 Seniors/Disabled – Advocacy in Care Facilities, Ombudsman Services of CCC (CDBG-EN \$10,000). Program provides dependent adults and elderly residing in long-term care facilities with access to safe and secure environments through the advocacy of trained and certified Ombudsman who investigate abuse, ensure compliance of facilities, facilitate & execute advanced health care directives and providing training to nursing home staff. 125 disabled and frail elderly to be served.

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

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

CD-3.2 Strategy/Abused & Neglected Youth – Serving Foster Children, Court Appointed Special Advocates (\$10,000 CDBG-EN). Program provides advocacy, mentoring and representation services to abused and neglected children who are wards of the County Juvenile Dependency Court to improve access to social services, health care, therapeutic services and a safe and permanent living situation. 40 foster youth to be served.

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

CD-4.1 Strategy – Fair Housing Services, Echo Housing (\$25,000 CDBG-EN Admin). Program investigates complaints of alleged housing discrimination and provides fair housing counseling services, including advice, mediation and

litigation, and outreach and education to residents and landlords. 50 persons to be served.

CD-5 Goal: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and to educate both as to their rights and responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity.

CD-5.1 Strategy – Tenant/Landlord Counseling Services, ECHO Housing (\$30,000 CDBG-EN and \$20,000 CDBG-CV). Program provides landlord/tenant counseling services and legal services to Antioch tenants and landlords on their rights and responsibilities under federal, state and local housing laws. Additional CV funding to provide additional residents information about Antioch Eviction and Rent Moratorium and direct them to City rent/mortgage/utility assistance grants. 175 persons to be served.

Economic Development (CD-6)

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

CD-6.1 Strategy – Road to Success for Childcare Businesses, COCOKids (\$20,000 CDBG-EN). Program benefits lower income residents by providing microenterprise assistance for those who want to maintain or start stable small businesses as licensed home-based family childcare providers. 15 microenterprises to be served.

CD-6.2 Strategy – Administrative Careers Training (ACT) Program, Opportunity Junction (\$60,000 CDBG-EN). Program trains and places low-income job seekers into administrative career. ACT integrates computer training with life skills, case management, paid experience, mental health services, career skills, job placement, and long-term alumni follow-up. 2 persons to be trained & placed with hiring partners.

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

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

CD-7.1 Strategy – Handicap Accessibility Improvements at City Hall, City of Antioch (\$282,296 CDBG-EN) Project will improve access for those with physical disabilities who access the Council Chambers, City Hall, or CDBG office, by improving access in the public restrooms on the first floor, as well as other minor improvements. 3,000 persons in area to benefit.

CD-8 Goal: Public Facilities for Homeless and Emergency Services. Improve public facilities at which agencies deliver services to homeless residents and those that will serve as Cooling Centers, Warming Centers, and Clean Air Centers.

CD-8.1 Strategy – Replacement of HVAC System, Antioch 18th St. Library (\$195,000 CDBG-EN). Project providing funding to replace an aging and insufficient HVAC system so that we can better meet the needs of the community in general and also be a reliable cooling center in the Summer and, possibly as a warming center for people experiencing homelessness in the winter. 3,000 persons in area to benefit.

Administration (CD-9)

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

CD-9.1 Strategy – Administration of CDBG Program, City of Antioch (\$143,393 CDBG-EN, \$19,257 CDBG-CV). Program supports the development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector and administering federal grant programs in a fiscally prudent manner.

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

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

No strategies recommended for 2020-21.

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

No strategies recommended for 2020-21.

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

AH-3.1 Strategy – Antioch Home Ownership Program (AHOP), Bay Area Affordable Homeownership Alliance (\$50,000 HS). Program helps lower income Antioch renters, employees of Antioch businesses, and others become

Antioch homeowners by providing HUD approved homebuyer education (8 hrs) and counseling, reviewing applications, assistance to identify down payment subsidies including City down payment loans, and connection with lenders. 8 households to purchase homes through program.

AH-3.2 Strategy – AHOP Homebuyer Down Payment Loans, City of Antioch (\$300,000 HS). Funding pool administered by City to provide down payment assistance loans to lower income Antioch renters or workers. 8 households to receive down payment loans.

AH-3.3 Strategy – Homeowner Housing Rehabilitation, Habitat for Humanity East Bay (\$1,000,000 HS). Project helps lower income single-family homeowners to rehabilitate their homes and improve accessibility and livability, especially for elderly and disabled homeowners. 20 households to be served.

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

AH-4.1 Strategy – Home Energy & Water Assessment and Remediation, Outreach, Rising Sun Center for Opportunity (\$30,000 CDBG-RLF). Program called Climate Careers hires youth up to age 24 and trains them as Energy Specialists to serve local residents with free Green House Calls. These home energy and water assessments include the installation of energy- and water-saving devices and teach residents how to save energy, water, and money. The program includes professional development workshops for the youth and one-on-one work with a Youth Development Specialist. 100% of the youth are from low-income households or other disadvantaging circumstances. 120 persons in lower income households to be served.

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

No strategies recommended for 2020-21.

ATTACHMENTS

- A. 2020-21 Action Plan Funding Recommendations
- B. Resolution Adopting the 2020-25 Contra Costa Consortium Consolidated Plan and the 2020-21 Annual Action Plan for CDBG-EN and CDBG-CV funding
 - a. Exhibit A – 2020-21 Action Plan Funding Recommendations
- C. Resolution Adopting the one-year Housing Successor Funding for the 2020-21 Annual Action Plan

ATTACHMENT "A"

| FY 2020-21 Action Plan Funding Recommendations - 2020-25 Consolidated Plan Priority Goals | | | | | | | | | | |
|---|--|---|---|--|--|-----------------|----------|----------------|-------------------|----------------|
| Applicant | | | Project Name | | | Funds 3/12/2020 | | | | TOTAL |
| | | | | | | 865,689 | 218,968 | 509,257 | 1,600,000 | 3,193,914 |
| | | | | | | CDBG-EN | CDBG-RLF | CDBG-CV | Housing Successor | ALL SOURCES |
| Homeless Goals and Strategies (H-1 and H-2) | | | | | | | | | | |
| H-1: Permanent Housing for Homeless. Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability. | | | | | | | | | | |
| H-1.1 | CCC Health, Housing, Homeless Services | CORE Homeless Outreach | | | | | 30,000 | 30,000 | | |
| H-1.2 | Interfaith Council of CCC | Winter Nights Emergency Family Shelter | | | | | 15,000 | 15,000 | | |
| H-1.3 | STAND! | Emergency Domestic Violence Shelter | | | | | 10,000 | 10,000 | | |
| | | | <i>Subtotal Homeless Shelter Strategies:</i> | | | 0 | 0 | 0 | 55,000 | 55,000 |
| H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling. | | | | | | | | | | |
| H-2.1 | Bay Area Legal Aid (BALA) | Eviction Services for Homeless Prevention | | | | | 25,000 | 25,000 | | |
| H-2.2 | Contra Costa Crisis Center | Crisis/211 Homeless Services | | | | | 10,000 | 10,000 | | |
| H-2.3 | Loaves & Fishes of CC | Nourishing Lives | | | | 10,000 | 10,000 | 20,000 | | |
| H-2.4 | SHELTER, Inc. | Homeless Prevention/Rapid Rehousing | | | | 430,000 | 30,000 | 460,000 | | |
| H-2.5 | St. Vincent de Paul - NEW | Homeless Prevention Project | | | | | 30,000 | 30,000 | | |
| | | | <i>Subtotal Homeless Prevention Strategies:</i> | | | 0 | 0 | 440,000 | 105,000 | 545,000 |
| | | | Subtotal Homeless Strategies: | | | 0 | 0 | 440,000 | 160,000 | 600,000 |
| Public Services Goals and Strategies (CD-1-5) | | | | | | | | | | |
| CD-1: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure access to programs that promote prevention and early intervention related to a variety of social concerns. | | | | | | | | | | |
| CD-1.1 | Cancer Support Community | Antioch CSC Center | 10,000 | | | | | 10,000 | | |
| CD-1.2 | Opportunity Junction - NEW | Technology Center Training | 10,000 | | | | | 10,000 | | |
| | | | <i>Subtotal General Public Services</i> | | | 20,000 | 0 | 0 | 0 | 20,000 |
| CD-2: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers. | | | | | | | | | | |
| CD-2.1 | Choice in Aging - NEW | Bedford Center Adult Day Health Care | 10,000 | | | | | 10,000 | | |
| CD-2.2 | CC Family Justice Alliance | Navigation for Victims of DV, Abuse | 10,000 | | | | | 10,000 | | |
| CD-2.3 | CC Senior Legal Services | Legal Services for older Americans | 10,000 | | | | | 10,000 | | |
| CD-2.4 | Lions Center | Independent Living Skills | 10,000 | | | | | 10,000 | | |
| CD-2.5 | Meals on Wheels Diablo Region | Care Management | 10,000 | | | 10,000 | 10,000 | 30,000 | | |

A1

| | | | | | | | |
|---|---------------------------------------|---|----------------|----------|----------------|----------------|------------------|
| CD-2.6 | Meals on Wheels Diablo Region | Meals on Wheels (MOW) | 10,000 | | 20,000 | | 30,000 |
| CD-2.7 | Ombudsman Services CC | Advocacy in Care Facilities | 10,000 | | | | 10,000 |
| <i>Subtotal Non-Homeless Special Needs Strategies:</i> | | | 70,000 | 0 | 30,000 | 10,000 | 110,000 |
| CD-3: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood. | | | | | | | |
| CD-3.1 | Bay Area Crisis Nursery | Emergency child shelter services | 10,000 | | | | 10,000 |
| CD-3.2 | Court Appointed Special Advocates | Children At Risk | 10,000 | | | | 10,000 |
| <i>Subtotal Youth Strategies:</i> | | | 20,000 | 0 | 0 | 0 | 20,000 |
| CD-4: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice. | | | | | | | |
| CD-4.1 | ECHO Housing | Fair Housing Services | 25,000 | | | | 25,000 |
| <i>Subtotal Fair Housing Strategies (Funded from CDBG Administration):</i> | | | 25,000 | 0 | 0 | 0 | 25,000 |
| CD-5: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and to educate both as to their rights and responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity. | | | | | | | |
| CD-5.1 | ECHO Housing | Tenant-Landlord Services | 30,000 | | 20,000 | | 50,000 |
| <i>Subtotal Tenant/Landlord Counseling Strategies:</i> | | | 30,000 | 0 | 20,000 | 0 | 50,000 |
| Total Public Services Funding (does not include Fair Housing, funded from Admin): | | | 140,000 | 0 | 490,000 | 170,000 | 800,000 |
| Economic Development (CD-6) | | | | | | | |
| CD-6: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas. | | | | | | | |
| CD-6.1 | CocoKids | Road to Success | 20,000 | | | | 20,000 |
| CD-6.2 | Opportunity Junction | Administrative Careers Training (ACT) Program | 60,000 | | | | 60,000 |
| <i>Subtotal Economic Development Strategies:</i> | | | 80,000 | 0 | 0 | 0 | 80,000 |
| Infrastructure Development (CD-7) | | | | | | | |
| CD-7: Infrastructure and Accessibility. Maintain adequate infrastructure in lower income areas, and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas. | | | | | | | |
| CD-7.1 | City of Antioch | ADA Improvements City Hall | 282,296 | | | | 282,296 |
| CD-8: Public Facilities for Homeless and Emergency Services. Improve public facilities at which agencies deliver services to homeless residents and those that will serve as Cooling Centers, Warming Centers, and Clean Air Centers. | | | | | | | |
| CD-8.1 | Contra Costa County Library - Antioch | 18th St. Library HVAC Replacement | 195,000 | | | | 195,000 |
| <i>Subtotal Infrastructure and Accessibility, and Public Facility Strategies:</i> | | | 477,296 | 0 | 0 | 0 | 477,296 |
| Administration (CD-8) | | | | | | | |
| CD-9: Administration. Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector, and administer federal grant programs in a fiscally prudent manner. | | | | | | | |
| CD-9.1 | City of Antioch | Administration of CDBG Prog | 143,393 | | 19,257 | | 162,650 |
| <i>Subtotal Administration & Fair Housing Strategies:</i> | | | 168,393 | 0 | 19,257 | 0 | 187,650 |
| Subtotal Non-Housing Community Development Strategies: | | | 865,689 | 0 | 509,257 | 170,000 | 1,544,946 |

Affordable Housing Goals and Strategies (AH-1 – AH-3)

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

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

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

| | | | | | | | |
|--------|--|-----------------------------------|--|--|--|-----------|-----------|
| AH-3.1 | Bay Area Affordable Homeownership Alliance | Antioch Homeownership Program | | | | 50,000 | 50,000 |
| AH-3.2 | City of Antioch | AHOP Homebuyer Down payment Loans | | | | 300,000 | 300,000 |
| AH-3.3 | Habitat for Humanity East Bay, Inc. | Homeowner Rehabilitation Program | | | | 1,000,000 | 1,000,000 |

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

| | | | | | | | |
|--------|-----------------------------------|---|--|--------|--|--|--------|
| AH-4.1 | Rising Sun Center for Opportunity | Home Energy & Water Assessment/ Remediation | | 30,000 | | | 30,000 |
|--------|-----------------------------------|---|--|--------|--|--|--------|

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

| | | | | | | | |
|--|--|--|----------------|----------------|----------------|------------------|------------------|
| Subtotal Affordable Housing Strategies: | | | 0 | 30,000 | 0 | 1,350,000 | 1,380,000 |
| Total Each Funding Source: | | | 865,689 | 30,000 | 509,257 | 1,520,000 | 2,924,946 |
| Balance All Funding Sources: | | | 0 | 188,968 | 0 | 80,000 | |

ATTACHMENT "B"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE 2020-25 CONTRA COSTA HOME/CDBG CONSORTIUM CONSOLIDATED PLAN AND 2020-21 ACTION PLAN FOR THE CITY OF ANTIOCH AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE ADJUSTMENTS TO THE FY 2020-21 BUDGET FOR THE FUNDING IN THE APPROVED ACTION PLAN

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

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

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

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

WHEREAS, CDBG entitlement jurisdictions were awarded a special allocation of CDBG-CV funds to be used to prevent, prepare for, and respond to the COVID-19 pandemic (coronavirus) as part of an allocation authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020 as a response to the growing effects of this historic public health crisis;

WHEREAS, the City of Antioch has been allocated by HUD the amount of \$865,689 in CDBG-EN (Entitlement) funds and \$509,257 in CDBG-CV (corona virus) funds for Fiscal Year 2020-21;

WHEREAS, the City of Antioch has \$218,968 in CDBG-RLF Revolving Loan Funds for Housing available for allocation;

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

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

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

- The City hereby determines that it is appropriate to accept and adopt the Contra Costa CDBG/HOME Consortium 2020-25 Consolidated Plan (Consolidated Plan) for submission by the County to the U.S. Department of Housing and Urban Development (HUD), outlining all Contra Costa jurisdictions' priorities for the expenditure of CDBG funds in support of HUD's national objectives and efforts to affirmatively further fair housing (attached hereto as a link to the Consolidated Plan and Action Plan: <https://www.antiochca.gov/community-development-department/community-development-block-grant/> and incorporated by reference);
- The City hereby determines that it is appropriate to submit the City of Antioch FY 2020-21 Action Plan to HUD, detailing the City's plans for the expenditure of CDBG and CDBG-CV funds in accordance with the priorities outlined in the Consolidated Plan and in support of HUD's national objectives (attached hereto as Exhibit A and incorporated by reference);
- The City Manager, or designee, is designated as the City representative to submit the draft FY 2020-2025 Consolidated Plan and all understandings and assurances contained therein, and directs and authorizes said representative to disburse funds and execute all attendant documents and agreements consistent with the City Council's designation and approval of the programs, activities and projects as designated in the City of Antioch FY 2020-21 Action Plan, and to act in connection with the submission and to provide such additional information as may be required; and
- The City Manager or designee is hereby authorized to make the necessary budget adjustments to the FY2020-2021 budget in accordance with the approved funding in the Action Plan.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of May, 2020 by the following vote:

AYES:
NOES:
ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

Exhibit "A"

| FY 2020-21 Action Plan Funding Recommendations - 2020-25 Consolidated Plan Priority Goals | | | | | | | |
|---|--|---|-----------------|----------|----------------|-------------------|----------------|
| Applicant | Project Name | | Funds 3/12/2020 | | | | TOTAL |
| | | | 865,689 | 218,968 | 509,257 | 1,600,000 | 3,193,914 |
| | | | CDBG-EN | CDBG-RLF | CDBG-CV | Housing Successor | ALL SOURCES |
| Homeless Goals and Strategies (H-1 and H-2) | | | | | | | |
| H-1: Permanent Housing for Homeless. Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability. | | | | | | | |
| H-1.1 | CCC Health, Housing, Homeless Services | CORE Homeless Outreach | | | | 30,000 | 30,000 |
| H-1.2 | Interfaith Council of CCC | Winter Nights Emergency Family Shelter | | | | 15,000 | 15,000 |
| H-1.3 | STAND! | Emergency Domestic Violence Shelter | | | | 10,000 | 10,000 |
| <i>Subtotal Homeless Shelter Strategies:</i> | | | 0 | 0 | 0 | 55,000 | 55,000 |
| H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling. | | | | | | | |
| H-2.1 | Bay Area Legal Aid (BALA) | Eviction Services for Homeless Prevention | | | | 25,000 | 25,000 |
| H-2.2 | Contra Costa Crisis Center | Crisis/211 Homeless Services | | | | 10,000 | 10,000 |
| H-2.3 | Loaves & Fishes of CC | Nourishing Lives | | | 10,000 | 10,000 | 20,000 |
| H-2.4 | SHELTER, Inc. | Homeless Prevention/Rapid Rehousing | | | 430,000 | 30,000 | 460,000 |
| H-2.5 | St. Vincent de Paul - NEW | Homeless Prevention Project | | | | 30,000 | 30,000 |
| <i>Subtotal Homeless Prevention Strategies:</i> | | | 0 | 0 | 440,000 | 105,000 | 545,000 |
| Subtotal Homeless Strategies: | | | 0 | 0 | 440,000 | 160,000 | 600,000 |
| Public Services Goals and Strategies (CD-1-5) | | | | | | | |
| CD-1: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure access to programs that promote prevention and early intervention related to a variety of social concerns. | | | | | | | |
| CD-1.1 | Cancer Support Community | Antioch CSC Center | 10,000 | | | | 10,000 |
| CD-1.2 | Opportunity Junction - NEW | Technology Center Training | 10,000 | | | | 10,000 |
| <i>Subtotal General Public Services</i> | | | 20,000 | 0 | 0 | 0 | 20,000 |
| CD-2: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers. | | | | | | | |
| CD-2.1 | Choice in Aging - NEW | Bedford Center Adult Day Health Care | 10,000 | | | | 10,000 |
| CD-2.2 | CC Family Justice Alliance | Navigation for Victims of DV, Abuse | 10,000 | | | | 10,000 |
| CD-2.3 | CC Senior Legal Services | Legal Services for older Americans | 10,000 | | | | 10,000 |

| | | | | | | | |
|---|---------------------------------------|---|----------------|----------|----------------|----------------|----------------|
| CD-2.4 | Lions Center | Independent Living Skills | 10,000 | | | | 10,000 |
| CD-2.5 | Meals on Wheels Diablo Region | Care Management | 10,000 | | 10,000 | 10,000 | 30,000 |
| CD-2.6 | Meals on Wheels Diablo Region | Meals on Wheels (MOW) | 10,000 | | 20,000 | | 30,000 |
| CD-2.7 | Ombudsman Services CC | Advocacy in Care Facilities | 10,000 | | | | 10,000 |
| <i>Subtotal Non-Homeless Special Needs Strategies:</i> | | | <i>70,000</i> | <i>0</i> | <i>30,000</i> | <i>10,000</i> | <i>110,000</i> |
| CD-3: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood. | | | | | | | |
| CD-3.1 | Bay Area Crisis Nursery | Emergency child shelter services | 10,000 | | | | 10,000 |
| CD-3.2 | Court Appointed Special Advocates | Children At Risk | 10,000 | | | | 10,000 |
| <i>Subtotal Youth Strategies:</i> | | | <i>20,000</i> | <i>0</i> | <i>0</i> | <i>0</i> | <i>20,000</i> |
| CD-4: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice. | | | | | | | |
| CD-4.1 | ECHO Housing | Fair Housing Services | 25,000 | | | | 25,000 |
| <i>Subtotal Fair Housing Strategies (Funded from CDBG Administration):</i> | | | <i>25,000</i> | <i>0</i> | <i>0</i> | <i>0</i> | <i>25,000</i> |
| CD-5: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and to educate both as to their rights and responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity. | | | | | | | |
| CD-5.1 | ECHO Housing | Tenant-Landlord Services | 30,000 | | 20,000 | | 50,000 |
| <i>Subtotal Tenant/Landlord Counseling Strategies:</i> | | | <i>30,000</i> | <i>0</i> | <i>20,000</i> | <i>0</i> | <i>50,000</i> |
| Total Public Services Funding (does not include Fair Housing, funded from Admin): | | | 140,000 | 0 | 490,000 | 170,000 | 800,000 |
| Economic Development (CD-6) | | | | | | | |
| CD-6: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas. | | | | | | | |
| CD-6.1 | CocoKids | Road to Success | 20,000 | | | | 20,000 |
| CD-6.2 | Opportunity Junction | Administrative Careers Training (ACT) Program | 60,000 | | | | 60,000 |
| <i>Subtotal Economic Development Strategies:</i> | | | <i>80,000</i> | <i>0</i> | <i>0</i> | <i>0</i> | <i>80,000</i> |
| Infrastructure Development (CD-7) | | | | | | | |
| CD-7: Infrastructure and Accessibility. Maintain adequate infrastructure in lower income areas, and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas. | | | | | | | |
| CD-7.1 | City of Antioch | ADA Improvements City Hall | 282,296 | | | | 282,296 |
| CD-8: Public Facilities for Homeless and Emergency Services. Improve public facilities at which agencies deliver services to homeless residents and those that will serve as Cooling Centers, Warming Centers, and Clean Air Centers. | | | | | | | |
| CD-8.1 | Contra Costa County Library - Antioch | 18th St. Library HVAC Replacement | 195,000 | | | | |
| <i>Subtotal Infrastructure and Accessibility, and Public Facility Strategies:</i> | | | <i>477,296</i> | <i>0</i> | <i>0</i> | <i>0</i> | <i>477,296</i> |

Administration (CD-8)

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

| | | | | | | | |
|---|-----------------|-----------------------------|----------------|----------|----------------|----------------|------------------|
| CD-8.1 | City of Antioch | Administration of CDBG Prog | 143,393 | | 19,257 | | 162,650 |
| <i>Subtotal Administration & Fair Housing Strategies:</i> | | | 168,393 | 0 | 19,257 | 0 | 187,650 |
| Subtotal Non-Housing Community Development Strategies: | | | 865,689 | 0 | 509,257 | 170,000 | 1,544,946 |

Affordable Housing Goals and Strategies (AH-1 – AH-3)

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

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

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

| | | | | | | | |
|--------|--|-----------------------------------|--|--|--|-----------|-----------|
| AH-3.1 | Bay Area Affordable Homeownership Alliance | Antioch Homeownership Program | | | | 50,000 | 50,000 |
| AH-3.2 | City of Antioch | AHOP Homebuyer Down payment Loans | | | | 300,000 | 300,000 |
| AH-3.3 | Habitat for Humanity East Bay, Inc. | Homeowner Rehabilitation Program | | | | 1,000,000 | 1,000,000 |

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

| | | | | | | | |
|--------|-----------------------------------|---|--|--------|--|--|--------|
| AH-4.1 | Rising Sun Center for Opportunity | Home Energy & Water Assessment/ Remediation | | 30,000 | | | 30,000 |
|--------|-----------------------------------|---|--|--------|--|--|--------|

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

| | | | | | | | |
|--|--|--|----------------|----------------|----------------|------------------|------------------|
| Subtotal Affordable Housing Strategies: | | | 0 | 30,000 | 0 | 1,350,000 | 1,380,000 |
| Total Each Funding Source: | | | 865,689 | 30,000 | 509,257 | 1,520,000 | 2,924,946 |
| Balance All Funding Sources: | | | 0 | 188,968 | 0 | 80,000 | |

ATTACHMENT "C"

RESOLUTION NO. 2020/**

RESOLUTION OF CITY OF ANTIOCH AS THE HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY APPROVING FUNDING FOR HOUSING AND HOMELESS PROGRAMS DURING FISCAL YEAR 2020-2021 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE ADJUSTMENTS TO THE FISCAL YEAR 2020-2021 HOUSING SUCCESSOR BUDGET FOR THE APPROVED FUNDING

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

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

WHEREAS, FY 2020-21 is the first year of the FY 2020-22 two-year funding cycle, and proposals to provide a wide array of services and programs to benefit lower income persons and areas were solicited by the Contra Costa HOME Consortium according to federal procurement regulations;

WHEREAS, the Council Subcommittee carefully considered all proposals, and made recommendations for funding which constitute the draft 2020-21 Action Plan,

WHEREAS, the Subcommittee recommends funding in the amount of \$1,520,000 from the Housing Asset Fund be used for Homeless services and Housing activities, as follows;

| | | | | |
|--|---|--|--|----------------|
| H-1: Permanent Housing for Homeless. Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability. | | | | |
| | H-1.1 | CCC Health, Housing, Homeless Services | CORE Homeless Outreach | 30,000 |
| | H-1.2 | Interfaith Council of CCC | Winter Nights Emergency Family Shelter | 15,000 |
| | H-1.3 | STAND! | Emergency Domestic Violence Shelter | 10,000 |
| | <i>Subtotal Homeless Shelter Strategies:</i> | | | 55,000 |
| H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling. | | | | |
| | H-2.1 | Bay Area Legal Aid (BALA) | Housing & Homeless Prevention | 25,000 |
| | H-2.2 | Contra Costa Crisis Center | Crisis/211 Homeless Services | 10,000 |
| | H-2.3 | Loaves & Fishes of CC | Nourishing Lives | 10,000 |
| | H-2.4 | SHELTER, Inc. | Homeless Prevention/Rapid Rehousing | 30,000 |
| | H-2.5 | St. Vincent de Paul - NEW | Homeless Prevention Project | 30,000 |
| | <i>Subtotal Homeless Prevention Strategies:</i> | | | <i>105,000</i> |
| | Subtotal Homeless Strategies: | | | 160,000 |

| | | | |
|--|--|--|------------------|
| CD-2.5 | Meals on Wheels Diablo Region | Care Management Emergency Anti-Displacement Fund for at-risk seniors | 10,000 |
| Subtotal Public Services Strategies | | | 10,000 |
| AH-3: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods. | | | |
| AH-3.1 | Bay Area Affordable Homeownership Alliance | Antioch Homeownership Program | 50,000 |
| AH-3.2 | City of Antioch | AHOP Homebuyer Downpayment Loans | 300,000 |
| AH-3.3 | Habitat for Humanity East Bay, Inc. | Homeowner Rehabilitation Program | 1,000,000 |
| Subtotal Affordable Housing Strategies: | | | 1,350,000 |
| Total Housing Successor Funding: | | | 1,520,000 |

WHEREAS, the City of Antioch as the Housing Successor met on May 12, 2020, to consider the Subcommittee’s recommendations and solicit public input on the proposed FY 2020-21 Annual Action Plan; and

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

NOW, THEREFORE, IT BE RESOLVED that the City of Antioch as the Housing Successor to the Antioch Development Agency does hereby designate \$1,520,000 in Housing Successor funds for Homeless housing and prevention programs indicated above and authorizes the City Manager or designee to make adjustments to the FY2020-2021 Housing Successor budget for the approved funding.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as the Housing Successor to the Antioch Development Agency at a regular meeting thereof, held on the 12th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

**2020-25 Consolidated Plan
and
2020-21 Annual Action Plan**

Why prepare a Consolidated Plan?



- Required by HUD to access and expend federal funds for housing and community development activities, primarily to benefit lower income areas and people.
- City of Antioch has joined with cities of Concord, Pittsburg, Walnut Creek and the County on behalf of the rest of the cities to create the Contra Costa HOME/CDBG **Consortium** to plan for entire county, and prepare joint Consolidated Plan.

What is the Consolidated Plan?



- 5 year Strategic Plan
- Identifies and analyzes local needs for affordable housing, facilities and infrastructure, and public services
- Addresses disparities in access to opportunity identified in Contra Costa “Analysis of Impediments to Fair Housing Choice”
- Outlines a strategy for addressing identified local needs and disparities

Preparation of the Consolidated Plan



Identify Community Needs

- Community Meetings
- Focus Groups
- Community Surveys (>1,400, 347 or 25% Antioch)
- Gather census and local data, data from AI
- 2 Public Hearings

Preparation of the Consolidated Plan



Identify Highest Priority Needs

- Analyze information from needs assessment
- Identify greatest needs
- Additional public comment opportunity at Council Meeting
- Council adopts High Priority needs

Preparation of the Consolidated Plan



Strategy Development

- Plan for addressing Antioch's needs
 - Starts with High Priority Needs that are able to be addressed through use of CDBG funds
- Calculate Anticipated Resources
- Develop 5-Year Goals

What is an Action Plan?



1-Year Plan to achieve goals identified in Consolidated Plan with CDBG and local funding

- Must meet only highest priority needs.
- Focus on activities that provide measurable direct benefits to lower income residents
- Consistent with the 2020-25 Consolidated Plan
- Compliant with HUD and other federal regulations

FY 2020-21 Action Plan



2020-22 **2 year funding cycle for ConPlan**

2023-25 **3 year funding cycle for ConPlan**

- Starts with Request for Proposals from nonprofit community to address identified needs
- Antioch CDBG Sub Committee & Consultant evaluate applications
- Create comprehensive plan of funding to address needs

Action Plan – Corona Virus



CARES Act authorizes additional CDBG-CV funds to address effects of pandemic.

- Antioch receives \$509,257
- Analysis to determine emerging greatest needs not being met by other federal, state, philanthropic or local sources.
- Incorporate funding & strategy into 2020-22 AP

Action Plan – Corona Virus



Highest Priorities

- Emergency assistance for rent, mortgage, and utility payments for those affected by “Stay At Home” order or other effects of Covid-19
- Assistance for renters to understand City’s Eviction and Rent Moratorium, and to direct them to City emergency assistance and other resources
- Food assistance for homeless and seniors

20-21 Action Plan – Funding



| | 20-21 Grant CDBG-EN* | CDBG-RLF** | CDBG-CV*** | Housing Successor | Total All Funds |
|--------------------------|----------------------|------------|------------|-------------------|-----------------|
| Funds Available | \$865,689 | \$258,948 | \$509,257 | \$1,600,000 | \$3,113,914 |
| Funds Recommended | \$748,610 | \$ 30,000 | \$509,257 | \$1,520,000 | \$2,924,946 |
| Balance | \$0 | \$228,948 | \$0 | \$80,000 | \$188,968 |

2020-21 Action Plan - Goals & Strategies



H-1: Permanent Housing for Homeless.

Further “Housing First” approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.

| | | | CDBG-EN | CDBG-RLF | CDBG-CV | Housing Successor | ALL SOURCES |
|-------|------------------------------------|--|----------|----------|----------|-------------------|---------------|
| H-1.1 | CCC Health, Housing, Homeless Svcs | CORE Homeless Outreach | | | | 30,000 | 30,000 |
| H-1.2 | Interfaith Council of CCC | Winter Nights Emergency Family Shelter | | | | 15,000 | 15,000 |
| H-1.3 | STAND! | Emergency Domestic Violence Shelter | | | | 10,000 | 10,000 |
| | | Subtotal Homeless Shelter Strategies: | 0 | 0 | 0 | 55,000 | 55,000 |

2020-21 Action Plan - Goals & Strategies



H-2: Prevention of Homelessness.

Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.

| | | | CDBG- EN | CDBG- RLF | CDBG- CV | Housing Successor | ALL SOURCES |
|---|--------------------------|-------------------------------------|-------------|--------------|----------------|----------------------|----------------|
| H-2.1 | Bay Area Legal Aid | Housing & Homeless Prevention | | | | 25,000 | 25,000 |
| H-2.2 | Contra Costa Crisis Ctr. | Crisis/211 Homeless Services | | | | 10,000 | 10,000 |
| H-2.3 | Loaves & Fishes of CC | Nourishing Lives | | | 10,000 | 10,000 | 20,000 |
| H-2.4 | SHELTER, Inc. | Homeless Prevention/Rapid Rehousing | | | 430,000 | 30,000 | 460,000 |
| H-2.5 | St. Vincent de Paul | Homeless Prevention Project | | | | 30,000 | 30,000 |
| Subtotal Homeless Prevention Strategies: | | | 0 | 0 | 440,000 | 105,000 | 545,000 |
| Subtotal Homeless Strategies: | | | 0 | 0 | 440,000 | 160,000 | 600,000 |

2020-21 Action Plan - Goals & Strategies



CD-2: Non-Homeless Special Needs.

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

| | | | CDBG- EN | CDBG- RLF | CDBG- CV | Housing Successor | ALL SOURCES |
|--|----------------------------|------------------------------------|---------------|--------------|---------------|----------------------|----------------|
| CD-2.1 | Choice in Aging | Bedford Ctr Adult Day Health Care | 10,000 | | | | 10,000 |
| CD-2.2 | CC Family Justice Alliance | Navigation for Victims | 10,000 | | | | 10,000 |
| CD-2.3 | CC Senior Legal Services | Legal Services for older Americans | 10,000 | | | | 10,000 |
| CD-2.4 | Lions Center | Independent Living Skills | 10,000 | | | | 10,000 |
| CD-2.5 | Meals on Wheels DR | Care Management | 10,000 | | 10,000 | 10,000 | 30,000 |
| CD-2.6 | Meals on Wheels DR | Meals on Wheels (MOW) | 10,000 | | 20,000 | | 30,000 |
| CD-2.7 | Ombudsman Services CC | Advocacy in Care Facilities | 10,000 | | | | 10,000 |
| Subtotal Non-Homeless Special Needs Strategies: | | | 70,000 | 0 | 30,000 | 10,000 | 110,000 |

2020-21 Action Plan - Goals & Strategies



CD-3: Youth.

Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.

| | | | CDBG- EN | CDBG- RLF | CDBG- CV | Housing Successor | ALL SOURCES |
|-----------------------------------|-----------------------------------|----------------------------------|---------------|--------------|-------------|----------------------|----------------|
| CD-3.1 | Bay Area Crisis Nursery | Emergency child shelter services | 10,000 | | | | 10,000 |
| CD-3.2 | Court Appointed Special Advocates | Children At Risk | 10,000 | | | | 10,000 |
| Subtotal Youth Strategies: | | | 20,000 | 0 | 0 | 0 | 20,000 |

2020-21 Action Plan - Goals & Strategies



CD-4: Fair Housing.

Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice.

| | | | CDBG-EN | CDBG-RLF | CDBG-CV | Housing Successor | ALL SOURCES |
|--------|--------------|-----------------------|---------|----------|---------|-------------------|-------------|
| CD-4.1 | ECHO Housing | Fair Housing Services | 25,000 | | | | 25,000 |

CD-5: Tenant/Landlord Counseling.

Support the investigation and resolution of disagreements between tenants and landlords and to educate both as to their rights and responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity.

| | | | | | | | |
|--------|--------------|----------------------------------|--------|--|--------|--|--------|
| CD-5.1 | ECHO Housing | Tenant/Landlord Housing Services | 30,000 | | 20,000 | | 50,000 |
|--------|--------------|----------------------------------|--------|--|--------|--|--------|

| | | | | | | | |
|--------------------------------------|--|--|----------------|----------|----------------|----------------|----------------|
| Total Public Services Funding | | | 140,000 | 0 | 490,000 | 170,000 | 800,000 |
|--------------------------------------|--|--|----------------|----------|----------------|----------------|----------------|

2020-21 Action Plan - Goals & Strategies



CD-6: Economic Development.

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

| | | | CDBG- EN | CDBG- RLF | CDBG- CV | Housing Successor | ALL SOURCES |
|--------|----------------------|--|---------------|--------------|-------------|----------------------|----------------|
| CD-6.1 | COCO Kids | Road to Success-Childcare Microenterprise Development | 20,000 | | | | 20,000 |
| CD-6.2 | Opportunity Junction | Administrative Careers Training | 60,000 | | | | 60,000 |
| | | Subtotal Economic Development: | 80,000 | 0 | 0 | 0 | 80,000 |

2020-21 Action Plan - Goals & Strategies



CD-7: Infrastructure & Accessibility.

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

| | | | CDBG-EN | CDBG-RLF | CDBG-CV | Housing Successor | ALL SOURCES |
|--------|-----------------|---|---------|----------|---------|-------------------|-------------|
| CD-7.1 | City of Antioch | Disability Improvements City Hall Restrooms | 282,296 | | | | 282,296 |

CD-8: Public Facilities for Homeless & Emergency Services.

Improve public facilities at which agencies deliver services to homeless residents and those that will serve as Cooling Centers, Warming Centers, and Clean Air Centers.

| | | | | | | | |
|---|-------------|---|----------------|----------|----------|----------|----------------|
| CD-8.1 | CCC Library | 18 th St. Library HVAC Replacement | 195,000 | | | | 195,000 |
| Subtotal Infrastructure & Public Facilities Funding: | | | 477,296 | 0 | 0 | 0 | 477,296 |

2020-21 Action Plan - Goals & Strategies



AH-3: Maintain and Preserve Affordable Housing.

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

| | | | CDBG- EN | CDBG- RLF | CDBG- CV | Housing Successor | ALL SOURCES |
|--------|--|----------------------------------|-------------|--------------|-------------|----------------------|----------------|
| AH-3.1 | Bay Area Affordable Homeownership Alliance | Antioch Homeownership Program | | | | 50,000 | 50,000 |
| AH-3.2 | City of Antioch | Homebuyer Downpayment Loans | | | | 300,000 | 300,000 |
| AH-3.3 | Habitat for Humanity East Bay | Homeowner Rehabilitation Program | | | | 1,000,000 | 1,000,000 |

2020-21 Action Plan - Goals & Strategies



AH-4: Reduce household energy costs.

Increase housing and energy security to make housing more affordable to lower income households by reducing the consumption of energy.

| | | | CDBG-EN | CDBG-RLF | CDBG-CV | Housing Successor | ALL SOURCES |
|--|-------------------|--|----------|---------------|----------|-------------------|------------------|
| AH-4 | Rising Sun Center | Home Energy & Water Assessment & Remediation | | 30,000 | | | 30,000 |
| Subtotal Affordable Housing Strategies: | | | 0 | 30,000 | 0 | 1,350,000 | 1,380,000 |

CD-9: Administration.

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

| | | | | | | | |
|--------|-----------------|-----------------------------|---------|---|--------|---|---------|
| CD-9.1 | City of Antioch | Community Development Dept. | 168,393 | 0 | 19,257 | 0 | 187,650 |
|--------|-----------------|-----------------------------|---------|---|--------|---|---------|

2020-21 Action Plan – Total Funding



| | CDBG-EN | CDBG-RLF | CDBG-CV | Housing Successor | ALL SOURCES |
|------------------------------|---------|----------|---------|-------------------|------------------|
| Total Each Funding Source: | 865,689 | 30,000 | 509,257 | 1,520,000 | 2,924,946 |
| Balance All Funding Sources: | 0 | 188,968 | 0 | 80,000 | |

Public Comment



RECOMMENDED ACTION

- It is recommended that the City Council hear final public comment and adopt the resolution approving the Contra Costa Consortium 2020-2025 Consolidated Plan and the draft fiscal year (FY) 2020-21 Action Plan for federal CDBG and CDBG-CV funds.
- It is recommended that the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG subcommittee and adopt the Resolution approving Housing Successor funding for homeless services outlined in the 2020-21 Annual Action Plan.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020
SUBMITTED BY: Kevin Scudero, Associate Planner
APPROVED BY: Forrest Ebbs, Community Development Director
SUBJECT: AMCAL Family/Senior Apartments Development Agreement

RECOMMENDED ACTION

It is recommended that the City Council introduce the ordinance approving the development agreement between the City of Antioch and AMCAL Antioch Fund, LP.

FISCAL IMPACT

This action would provide an upfront payment of \$1,281,345.00 to the City of Antioch for police services which is already included in the FY21 adopted General Fund budget. The project will annex into Community Facilities District 2018-02 (Police Services) upon adoption of the ordinance approving the development agreement but no tax will be levied for 15 years. At the end of the 15-year period the project will provide annual payments for police services based on the rate for multi-family housing in effect at that time.

DISCUSSION

Request

AMCAL Antioch Fund, LP is requesting approval of a development agreement with the City of Antioch for their previously approved multi-family residential project located southwest of the intersection of East Eighteenth Street and Holub Lane (APN 051-200-025).



Environmental

On May 14, 2019 the Antioch City Council approved the Initial Study/Mitigated Negative Declaration (IS/MND) for the AMCAL Family/Senior Apartments Project which determined that all impacts would be reduced to a less than significant level with the implementation of mitigation measures. The proposed development agreement is consistent with the project analyzed in the IS/MND; therefore, no further environmental review is required.

Background

On May 14, 2019 the Antioch City Council approved an IS/MND, a rezone from Planned Development (PD-08-06), to High Density Residential (R-25) and Senior Housing Overlay District (SH), a Senior Housing Density Bonus, Lot Merger, Use Permit and Design Review for the development of the AMCAL Family/Senior Apartments Project. The approval of the AMCAL Family/Senior Apartments project contained conditions of approval that required the developer to provide funding for police and fire services. The following conditions were included in City Council Resolution No. 2019/74 (Attachment B):

- Condition of Approval J4: Prior to or concurrent with recordation of the lot merger, the applicant shall annex into CFD 2018-02 (Police Protection) for senior and multi-family units or execute an alternative agreement with the City of Antioch that provides funding for police services equivalent to those that would be assessed through annexation into CFD 2018-02.
- Condition of Approval L29: The applicant shall agree to participate and/or assist in the formation of Community Facilities District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. At minimum, the applicant shall remit payment equivalent to five (5) years of participation prior to occupancy of the building. The specific values and terms of such arrangement shall be formalized in any forthcoming Development Agreement.

Development Agreement

A Development Agreement is a contractual device used to memorialize terms between an agency and a developer/applicant related to the entitlement of a development project. The Development Agreement has a broad range of applications and is typically used to define terms related to subdivisions, to address financial impacts of a development and to provide assurance to the developer commensurate with the financial risk of the project.

In this case, the Development Agreement is being used to memorialize the terms required by the Conditions of Approval and to provide greater specificity and legal commitments than are appropriate for a Condition of Approval. The Development Agreement (Exhibit A to Attachment A) between the City of Antioch and AMCAL Antioch Fund, LP is for a 15-year term and contains provisions for police services funding, fire services funding and public improvements. The developer has agreed to provide a lump sum payment of \$1,281,345.00 for police services and \$242,138.00 for fire services. The lump sum payment for police services is being made in lieu of annual payments into the Police Services CFD and is equivalent to the fifteen years' worth of payments with escalation. Fifteen years from the date these payments are made, the developer will then begin making annual payments into the established CFD's for police services. The lump sum payment for fire services will be directed to the Contra Costa County Fire Protection District and will be used, in part, to establish a fire protection CFD similar to the City of Antioch Police Services CFD.

In addition, the Development Agreement will impose a requirement that the senior housing element of the project be maintained for a period of 55 years. The East Contra Costa Regional Fee and Finance Authority (ECCRFFA) allows for the payment of a reduce senior fee for senior housing projects. In order to qualify for the reduced fee, a project must satisfy ECCRFFA's requirements for permanence. The City already requires a senior housing requirement of 30 years, as memorialized in it's approved Senior Housing Density Bonus Agreement. This term was found to be inadequate by ECCRFFA and the extended term of 55 years was agreed to. Through this Development Agreement term, the project will be required to retain the senior housing for 55 years, which will satisfy ECCRFFA. These terms were developed late and were not presented to the Planning Commission at its May 6, 2020 hearing.

ATTACHMENTS

- A. Draft Ordinance (Exhibit A – Development Agreement)
- B. City Council Resolution No. 2019/74

ATTACHMENT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND AMCAL ANTIOCH FUND, LP, FOR THE AMCAL FAMILY/SENIOR APARTMENTS PROJECT

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

Section 1. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et. seq.* of the Government Code, with authorizes the City of Antioch ("City") to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property in order to establish certainty in the development process.

Section 2. The City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements.

Section 3. The Planning Commission conducted a duly noticed public hearing on May 6, 2020 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on May 12, 2020 at which all interested persons were allowed to address the Council on the Development Agreement.

Section 4. The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code. The City Council finds that the Development Agreement implements General Plan objectives by providing housing opportunities and needed infrastructure. The Development Agreement will not be detrimental to the health, safety and general welfare and will not adversely affect the orderly development of property or the preservation of property values. The City Council has considered the effect of the Development Agreement on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources by requiring funding for police and fire services. .

Section 5. An Initial Study/Mitigated Negative Declaration was adopted for the proposed project. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement and there are no new significant environmental effects or an increase in previously identified effects. In addition, there is no new information of substantial importance which was not known and could not have been known which shows new significant

environmental effects. Therefore, no subsequent or supplemental environmental review is required under CEQA Guidelines Section 15162.

Section 6. The Development Agreement included as Exhibit A is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City Attorney, and the City Manager is authorized and directed to sign it on behalf of the City of Antioch.

* * * * *

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 12th day of May, 2020, and passed and adopted at a regular meeting thereof, held on the ____ day of ____, 2020.

AYES:

NOES:

ABSENT:

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

EXHIBIT A

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Antioch
200 H Street
Antioch, CA 94509-1285
Attn: City Clerk

(Space Above This Line Is for Recorder's Use Only)

This Agreement is recorded at the request and for the benefit of the City of Antioch and is exempt from the payment of a recording fee pursuant to Government Code §§ 6103 and 27383.

DEVELOPMENT AGREEMENT

Between

CITY OF ANTIOCH

And

AMCAL ANTIOCH FUND, LP

(3560 East 18th Street)

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DEVELOPMENT AGREEMENT

(Pursuant to California Government Code sections 65864-65869.5)

This DEVELOPMENT AGREEMENT (the "Agreement") is dated for reference purposes as of _____, 2020 (the "Agreement Date") and is entered into by and between the City of Antioch ("City") and AMCAL Antioch Fund, LP, a California limited partnership ("Owner" and collectively with the City, the "Parties") with reference to the following recitals of fact

RECITALS

A. Owner is the owner of that certain real property located in the City of Antioch, California located at 3560 East 18th Street, Antioch, CA 94509 (the "Property"). The Property is more particularly described in the legal description attached hereto as Exhibit A and is depicted on the site map attached hereto as Exhibit B.

B. In order to encourage investment in, and commitment to, comprehensive planning and public facilities financing, strengthen the public planning process and encourage private implementation of the local general plan, provide certainty in the approval of projects in order to avoid waste of time and resources, and reduce the economic costs of development by providing assurance to property owners that they may proceed with projects consistent with existing land use policies, rules, and regulations, the California Legislature adopted California Government Code sections 65864-65869.5 (the "Development Agreement Statute") authorizing cities and counties to enter into development agreements with persons or entities having a legal or equitable interest in real property located within their jurisdiction.

C. In recognition of the significant public benefits that this Agreement provides, the City Council has found that this Agreement: (i) is consistent with the City of Antioch General Plan as of the date of this Agreement; (ii) is in the best interests of the health, safety, and general welfare of City, its residents, and the public; (iii) is entered into pursuant to, and constitutes a present exercise of, City's police power; and (iv) is consistent and has been approved consistent with provisions of California Government Code section 65867 and the City of Antioch Municipal Code.

D. [On _____, the City's Planning Commission held a public hearing on this Agreement, made findings and determinations with respect to this Agreement, and recommended to the City Council that the City Council approve this Agreement.]

E. [On _____, the City Council also held a public hearing on this Agreement and considered the Planning Commission's recommendations and the testimony and information submitted by City staff, Owner, and members of the public. On _____, consistent with applicable provisions of the Development Agreement the City Council adopted its Ordinance No. _____ (the "Adopting Ordinance"), finding this Agreement to be consistent with the City of Antioch General Plan and approving this Agreement.]

AGREEMENT

NOW, THEREFORE, City and Owner agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following terms when used in this Agreement shall have the meanings set forth below:

"Action" shall have the meaning ascribed in Section 9.10 of this Agreement.

"Adjoining Properties" shall have the meaning ascribed in Section 4.2 of this Agreement.

"Adopting Ordinance" shall mean City Council Ordinance No. _____ approving and adopting this Agreement.

"Agreement" shall mean this Development Agreement, as the same may be amended from time to time.

"Agreement Date" shall mean the date first written above, which date is the date the City Council adopted the Adopting Ordinance.

"CEQA" shall mean the California Environmental Quality Act (California Public Resources Code sections 21000-21177) and the implementing regulations promulgated thereunder by the Secretary for Resources (California Code of Regulations, Title 14, section 15000 et seq.), as the same may be amended from time to time.

"CFD No. 2018-02" shall mean City of Antioch Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa).

"CFD No. 2018-02 Fees" shall mean the then applicable fees and assessments payable to CFD No. 2018-02 by taxable properties within CFD No. 2018-02.

"City" shall mean the City of Antioch, and any successor or assignee of the rights and obligations of the City of Antioch hereunder.

"City Council" shall mean the governing body of City.

"City's Affiliated Parties" shall have the meaning ascribed in Section 11.1 of this Agreement.

"Claim" shall have the meaning ascribed in Section 11.1 of this Agreement.

"Cost Certification" shall have the meaning ascribed in Section 4.2.1 of this Agreement.

"Cure Period" shall have the meaning ascribed in Section 9.1 of this Agreement.
"Default" shall have the meaning ascribed to that term in Section 9.1 of this Agreement.

"Develop" or "Development" shall mean to improve or the improvement of the Property for the purpose of completing the structures, improvements, and facilities comprising the Project, including but not limited to: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of all of the private improvements and facilities comprising the Project; the preservation or restoration, as required of natural and man-made or altered open space areas; and the installation of landscaping. The terms "Develop" and "Development," as used herein, do not include the maintenance, repair, reconstruction,

replacement, or redevelopment of any structure, improvement, or facility after the initial construction and completion thereof.

"Development Agreement Statute" shall mean California Government Code sections 65864-65869.5, inclusive.

"Development Exactions" shall mean any requirement of City in connection with or pursuant to any ordinance, resolution, rule, or official policy for the dedication of land, the construction or installation of any public improvement or facility, or the payment of any fee or charge in order to lessen, offset, mitigate, or compensate for the impacts of Development of the Project on the environment or other public interests.

"Development Plan" shall mean all of the land use entitlements, approvals and permits approved by the City for the Project on or before the Agreement Date, as the same may be amended from time to time consistent with this Agreement.

"Development Regulations" shall mean the following regulations as they are in effect as of the Effective Date and to the extent they govern or regulate the development of the Property, but excluding any amendment or modification to the Development Regulations adopted, approved, or imposed after the Effective Date that impairs or restricts Owner's rights set forth in this Agreement, unless such amendment or modification is expressly authorized by this Agreement or is agreed to by Owner in writing: the General Plan; the Development Plan; and, to the extent not expressly superseded by the Development Plan or this Agreement, all other land use and subdivision regulations governing the permitted uses, density and intensity of use, design, improvement, and construction standards and specifications, procedures for obtaining required City permits and approvals for development, and similar matters that may apply to Development of the Project on the Property during the Term of this Agreement. Notwithstanding the foregoing, the term "Development Regulations," as used herein, does not include any City ordinance, resolution, code, rule, regulation or official policy governing any of the following: (i) the conduct of businesses, professions, and occupations; (ii) taxes and assessments; (iii) the control and abatement of nuisances; (iv) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property, or (v) the exercise of the power of eminent domain.

"Effective Date" shall mean the date first written above, which date is the date the City Council adopted the Adopting Ordinance.

"Environmental Laws" shall mean all federal, state, regional, county, municipal, and local laws, statutes, ordinances, rules, and regulations which are in effect as of the Agreement Date, and all federal, state, regional, county, municipal, and local laws, statutes, rules, ordinances, rules, and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment, or removal of any Hazardous Substances, including without limitation the following: the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended ("CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended ("RCRA"); the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Sections 11001 et seq., as amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., as amended; the Clean Air Act, 42 U.S.C. Sections 7401, et seq., as amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as amended; the Toxic Substances Control

Act, 15 U.S.C. Sections 2601, et seq., as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sections 136, et seq., as amended; the Federal Safe Drinking Water Act, 42 U.S.C. Sections 300f, et seq., as amended; the Federal Radon and Indoor Air Quality Research Act, 42 U.S.C. Sections 7401, et seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. Sections 651, et seq., as amended; and California Health and Safety Code Section 25100, et seq.

"Future Development" shall have the meaning ascribed in Section 4.2 of this Agreement.

"General Plan" shall mean City's General Plan adopted by the City Council on _____, 20__, by Resolution No. _____, excluding any amendment after the Effective Date that impairs or restricts Owner's rights set forth in this Agreement, unless such amendment is expressly authorized by this Agreement, is authorized by Sections 9 or 10 hereof, or is specifically agreed to by Owner.

"Hazardous Substances" shall mean any toxic substance or waste, pollutant, hazardous substance or waste, contaminant, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any toxic or hazardous constituent or additive to or breakdown component from any such substance or waste, including without limitation any substance, waste, or material regulated under or defined as "hazardous" or "toxic" under any Environmental Law.

"Mortgage" shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a part or interest in the Property, is pledged as security and contracted for in good faith and for fair value.

"Mortgagee" shall mean the holder of a beneficial interest under a Mortgage or any successor or assignee of the Mortgagee.

"Notice of Default" shall have the meaning ascribed in Section 9.1 of this Agreement.

"Owner" shall mean AMCAL Antioch Fund, LP, a California limited partnership, and any successor or assignee to all or any portion of the right, title, and interest of AMCAL Antioch Fund, LP in and to ownership of all or a portion of the Property.

"Party" or "Parties" shall mean either City or Owner or both, as determined by the context.

"Project" shall mean all on-site and off-site improvements that Owner is authorized and/or required to construct with respect to each parcel of the Property, as provided in this Agreement and the Development Regulations, as the same may be modified or amended from time to time consistent with this Agreement and applicable law.

"Property" is described in Exhibit A and depicted on Exhibit B.

"Public Benefit Fee (Fire)" shall have the meaning ascribed in Section 3.1.2 of this Agreement.

"Public Benefit Fee (Fire) Payment Date" shall mean the earlier to occur of (i) the issuance of the certificate of occupancy for the final building in the Project or (ii) thirty-six (36) months from the issuance of the first building permit for the Project.

"Public Benefit Fee (Police)" shall have the meaning ascribed in Section 3.1.1 of this Agreement.

"Public Benefit Fee (Police) Payment Date" shall mean the earlier to occur of (i) the issuance of the certificate of occupancy for the final building in the Project or (ii) thirty-six (36) months from the issuance of the first building permit for the Project.

"Public Benefit Fees" shall mean, collectively, the Public Benefit Fee (Fire) and the Public Benefit Fee (Police).

"Public Improvement" shall have the meaning ascribed in Section 4.1 of this Agreement.

"Subsequent Development Approvals" shall mean all discretionary development and building approvals that Owner is required to obtain to Develop the Project on and with respect to the Property after the Agreement Date consistent with the Development Regulations and this Agreement (if any), with the understanding that except as expressly set forth herein City shall not have the right subsequent to the Effective Date and during the Term of this Agreement to adopt or impose requirements for any such Subsequent Development Approvals that do not exist as of the Agreement Date.

"Term" shall have the meaning ascribed in Section 2.4 of this Agreement.

"Termination Date" shall have the meaning ascribed in Section 2.4 of this Agreement.

"Transfer" shall have the meaning ascribed in Section 12 of this Agreement.

2. General Provisions.

2.1 Plan Consistency, Zoning Implementation. This Agreement and the Development Regulations applicable to the Property will cause City's zoning and other land use regulations for the Property to be consistent with the General Plan.

2.2 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of this Agreement.

2.3 Owner Representations and Warranties Regarding Ownership of the Property and Related Matters Pertaining to this Agreement. Owner and each person executing this Agreement on behalf of Owner hereby represents and warrants to City as follows: (i) that Owner is the owner of the fee simple title to the Property; (ii) if Owner or any co-owner comprising Owner is a legal entity that such entity is duly formed and existing and is authorized to do business in the State of California; (iii) if Owner or any co-owner comprising Owner is a natural person that such natural person has the legal right and capacity to execute this Agreement; (iv) that all actions required to be taken by all persons and entities comprising Owner to enter into this Agreement have been taken and that Owner has the legal authority to enter into this Agreement; (v) that Owner's entering into and performing its obligations set forth in this Agreement will not result in a

violation of any obligation, contractual or otherwise, that Owner or any person or entity comprising Owner has to any third party; (vi) that neither Owner nor any co-owner comprising Owner is the subject of any voluntary or involuntary bankruptcy or insolvency petition; and (vii) that Owner has no actual knowledge of any pending or threatened claims of any person or entity affecting the validity of any of the representations and warranties set forth in clauses (i)-(vi), inclusive, or affecting Owner's authority or ability to enter into or perform any of its obligations set forth in this Agreement.

2.4 Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the Termination Date. The Termination Date shall be the earliest of the following dates: (i) the fifteenth (15th) anniversary of the Effective Date, as said date may be extended in accordance with Section 6.1 of this Agreement; (ii) such earlier date that this Agreement may be terminated in accordance with Articles 6, 8, and/or Section 9.3 of this Agreement and/or Sections 65865.1 and/or 65868 of the Development Agreement Statute; or (iii) completion of the Project in accordance with the terms of this Agreement, including Owner's complete satisfaction, performance, and payment, as applicable, of all Development Exactions, the issuance of all required final occupancy permits, and acceptance by City or applicable public agency(ies) or private entity(ies) of all required offers of dedication. Notwithstanding any other provision set forth in this Agreement to the contrary, the provisions set forth in Article 11 and Section 14.10 (as well as any other Owner obligations set forth in this Agreement that are expressly written to survive the Termination Date) shall survive the Termination Date of this Agreement.

3. Public Benefit Fees and Delayed Annexation.

3.1 Public Benefit Fees.

3.1.1 As consideration for City's approval and performance of its obligations set forth in this Agreement, Owner shall pay to City a fee that shall be in addition to any other fee or charge to which the Property and the Project would otherwise be subject (herein, the "Public Benefit Fee (Police)") in the sum of [One Million Two Hundred Eighty-One Thousand Three Hundred Forty-Five Dollars (\$1,281,345.00)]. The Public Benefit Fee (Police) shall be payable upon the Public Benefit Fee (Police) Payment Date.

3.1.2 As further consideration for City's approval and performance of its obligations set forth in this Agreement, Owner shall pay to City a fee that shall be in addition to any other fee or charge to which the Property and the Project would otherwise be subject (herein, the "Public Benefit Fee (Fire)") in the sum of [Two Hundred Forty-Two Thousand One Hundred Thirty-Eight dollars (\$242,138.00)]. The Public Benefit Fee (Fire) shall be payable upon the Public Benefit Fee (Fire) Payment Date.

3.1.3 Owner acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Public Benefit Fees, that its obligation to pay the Public Benefit Fees is an essential term of this Agreement and is not severable from City's obligations and Owner's vesting rights to be acquired hereunder, and that Owner expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of such fee on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I, Section 19, the Mitigation Fee Act (California Government Code Section 66000 et seq.), or otherwise. In addition to any other remedy set forth in this Agreement for Owner's default, if Owner shall fail to timely pay any portion of the Public Benefit Fees when due City shall have the right to withhold issuance of any

further building permits, occupancy permits, or other development or building permits for the Project.

3.2 Annexation into CFD No. 2018-02. Commencing on the Effective Date, the Property and the Project shall be annexed into CFD No. 2018-02 (Police Protection). From that Effective Date and ending on the date which is fifteen (15) years from that date, the City shall not levy the annual tax for CFD No. 2018-02. Instead, the Property and the Project shall pay the Public Benefit Fee (Police) to the City as described in Section 3.1.1. At the end of the 15-year period, the Owner hereby consents to be taxed at the calculated tax rate for CFD 2018-02 at that time and on an annual basis thereafter.

3.3 Creation of Fire Protection Community Facility District. The Owner shall cooperate with the City in the creation of a new City of Antioch Community Facilities District (the "Fire CFD") to provide fire and emergency services to properties within the boundaries of the Fire CFD. The Owner shall not object to the formation of the Fire CFD nor the inclusion of all of the Property within the Fire CFD, provided, however the Property and the Project shall not be subject to annexation by the Fire CFD, nor to the payment of any fees associated therewith, during the period commencing with the Effective Date and ending on the date with which is fifteen (15) years from the date of the Public Benefit Fee (fire) Payment Date (the "Fire CFD Annexation Date"). Upon the Fire Annexation Date, the Property and Project shall be subject to annexation by the Fire CFD, if that district is then in existence, and the Owner hereby consents to said annexation at any time after the Fire CFD Annexation Date. Owner's consent to said annexation shall survive the Termination Date and shall be binding on any successor or assign as provided in Section 14.12 of this Agreement. This Agreement is made expressly with the understanding that the Property and the Project will annex into the Fire CFD promptly following the Fire Annexation Date. The City shall have the right to specific performance, as provided in Section 9.6, to compel Owner, or any successor or assign, to annex into the Fire CFD after the Fire CFD Annexation Date and/or the Termination Date.

4. Construction of Public Improvements.

4.1 Owner, at its sole cost and expense, shall construct or install all of the on-site and off-site public improvements as set forth in Exhibit "C" attached hereto and made a part hereof (the "Public Improvements"). Prior to the commencement of construction of the Public Improvements, the City and the Owner shall execute a separate Public Improvement Agreement.

4.2 Because the construction of the Public Improvements are intended to benefit, and are in part required by the cumulative effect of the future development (the "Future Developments") of certain adjoining properties (the "Adjoining Properties"), Owner shall be entitled to reimbursement from such Future Developments for approved costs (inclusive of design and outside management costs) incurred by Owner for the design and construction of the Public Improvements as set forth below:

4.2.1 Upon completion of the work for which reimbursement is claimed by Owner and acceptance of such work by the City Engineer, Owner shall furnish to City a detailed certification (the "Cost Certification") of all construction costs incurred by Owner for such work, including the cost of design, engineering, plan check or inspection services provided by City, permit fees and construction management services provided by outside contractors retained by Owner. The cost certification shall be supported by such contracts, invoices, and other documentation as City may reasonably require to verify the accuracy of all costs claimed by Owner.

4.2.2 Upon approval of the Cost Certification by the City Engineer (which approval shall be limited to the City verifying that the costs are accurate and properly includable as reimbursable costs), City and Owner shall execute an Addendum to this Agreement to confirm the final, approved, Cost of Improvements.

4.2.3 Upon submittal of a completed application for a Future Development which may be obligated to pay a Reimbursement to Owner, City shall notify Owner of such fact and provide Owner a brief description of the proposed Future Development. Additional public records pertaining to such Future Development will be furnished to Owner upon request.

4.2.4 City will require the Future Development to pay the proportionate share of the Reimbursement allocated to a Future Development at the time the first building permit is issued for construction of the Future Development, or any portion thereof, and in any case, City will collect such proportionate share before the City issues a certificate of occupancy for such Future Development, or any portion thereof based upon the formals set for in Exhibit "C".

4.2.5 Owner's entitlement to Reimbursement from Future Development for the Cost of Improvements, as determined pursuant to the Section 4.2 shall be effective for a term of twenty (20) years from the date of final acceptance by the City of the particular Public Improvement for which reimbursement is claimed.

4.2.6 Nothing herein shall require the City to grant a development approval for any Future Development, nor shall this Agreement limit in any way the authority of the City to impose conditions or exactions upon Future Development in addition to the reimbursement condition described in this Agreement. The City shall be relieved of its obligation under this Agreement to collect the Reimbursement to Owner if the City is legally prohibited from doing so under any state or federal law, regulation, or court decision.

5. Development of Project.

5.1 Applicable Regulations; Owner's Vested Rights and City's Reservation of Discretion With Respect to Subsequent Development Approvals. Other than as expressly set forth in this Agreement, during the Term of this Agreement, (i) Owner shall have the vested right to Develop the Project on and with respect to the Property in accordance with the terms of the Development Regulations and this Agreement and (ii) City shall not prohibit or prevent development of the Property on grounds inconsistent with the Development Regulations or this Agreement. Notwithstanding the foregoing, nothing herein is intended to limit or restrict City's discretion with respect to (i) review and approval requirements contained in the Development Regulations, (ii) exercise of any discretionary authority City retains under the Development Regulations, (iii) the approval, conditional approval, or denial of any Subsequent Development Approvals that are required for Development of the Project as of the Effective Date, or (iv) any environmental approvals that may be required under CEQA or any other federal or state law or regulation in conjunction with any Subsequent Development Approvals that may be required for the Project, and in this regard, as to future actions referred to in clauses (i)-(iv) of this sentence, City reserves its full discretion to the same extent City would have such discretion in the absence of this Agreement. In addition, it is understood and agreed that nothing in this Agreement is intended to vest Owner's rights with respect to any laws, regulations, rules, or official policies of any other governmental agency or public utility company with jurisdiction over the Property or the Project; or any applicable federal or state laws, regulations, rules, or official policies that may be inconsistent with this Agreement and that override or supersede the

provisions set forth in this Agreement, and regardless of whether such overriding or superseding laws, regulations, rules, or official policies are adopted or applied to the Property or the Project prior or subsequent to the Agreement Date. Owner has expended and will continue to expend substantial amounts of time and money planning and preparing for Development of the Project. Owner represents and City acknowledges that Owner would not make these expenditures without this Agreement, and that Owner is and will be making these expenditures in reasonable reliance upon its vested rights to Develop the Project as set forth in this Agreement. Owner may apply to City for permits or approvals necessary to modify or amend the Development specified in the Development Regulations, provided that the request does not propose an increase in the maximum density, intensity, height, or size of proposed structures, or a change in use that generates more peak hour traffic or more daily traffic and, in addition, Owner may apply to City for approval of minor amendments to existing tentative tract maps, tentative parcel maps, or associated conditions of approval, consistent with City of Antioch Municipal Code. This Agreement does not constitute a promise or commitment by City to approve any such permit or approval, or to approve the same with or without any particular requirements or conditions, and City's discretion with respect to such matters shall be the same as it would be in the absence of this Agreement.

5.2 No Conflicting Enactments. Except to the extent City reserves its discretion as expressly set forth in this Agreement, during the Term of this Agreement City shall not apply to the Project or the Property any ordinance, policy, rule, regulation, or other measure relating to Development of the Project that is enacted or becomes effective after the Effective Date to the extent it conflicts with this Agreement. This Section 5.2 shall not restrict City's ability to enact an ordinance, policy, rule, regulation, or other measure applicable to the Project pursuant to California Government Code Section 65866 consistent with the procedures specified in Section 5.3 of this Agreement. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance even though the city and construction company had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property consistent with the zoning. The California Supreme Court reached this result because the consent judgment failed to address the timing of development. The Parties intend to avoid the result of the *Pardee* case by acknowledging and providing in this Agreement that Owner shall have the vested right to Develop the Project on and with respect to the Property at the rate, timing, and sequencing that Owner deems appropriate within the exercise of Owner's sole subjective business judgment, provided that such Development occurs in accordance with this Agreement and the Development Regulations, notwithstanding adoption by City's electorate of an initiative to the contrary after the Effective Date. No City moratorium or other similar limitation relating to the rate, timing, or sequencing of the Development of all or any part of the Project and whether enacted by initiative or another method, affecting subdivision maps, building permits, occupancy certificates, or other entitlement to use, shall apply to the Project to the extent such moratorium or other similar limitation restricts Owner's vested rights in this Agreement or otherwise conflicts with the express provisions of this Agreement.

5.3 Reservations of Authority. Notwithstanding any other provision set forth in this Agreement to the contrary, the laws, rules, regulations, and official policies set forth in this Section 5.3 shall apply to and govern the Development of the Project on and with respect to the Property.

5.3.1 Procedural Regulations. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure shall apply to the Property,

provided that such procedural regulations are adopted and applied City-wide or to all other properties similarly situated in City.

5.3.2 Processing and Permit Fees. City shall have the right to charge and Owner shall be required to pay all applicable processing and permit fees to cover the reasonable cost to City of processing and reviewing applications and plans for any required Subsequent Development Approvals, building permits, excavation and grading permits, encroachment permits, and the like, for performing necessary studies and reports in connection therewith, inspecting the work constructed or installed by or on behalf of Owner, and monitoring compliance with any requirements applicable to Development of the Project, all at the rates in effect at the time fees are due.

5.3.3 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies governing Development which do not conflict with the Development Regulations, or with respect to such regulations that do conflict, where Owner has consented in writing to the regulations, shall apply to the Property.

5.3.4 Development Exactions Applicable to Property. During the Term of this Agreement, Owner shall be required to satisfy and pay all Development Exactions at the time performance or payment is due to the same extent and in the same amount(s) that would apply to Owner and the Project in the absence of this Agreement; provided, however, that to the extent the scope and extent of a particular Development Exaction for the Project has been established and fixed by City in this Agreement or the conditions of approval for any of the Development Regulations approved on or before the Agreement Date City shall not alter, increase, or modify said Development Exaction in a manner that is inconsistent with such Development Regulations without Owner's prior written consent or as may be otherwise required pursuant to overriding federal or state laws or regulations (Section 5.3.5 hereinbelow). In addition, nothing in this Agreement is intended or shall be deemed to vest Owner against the obligation to pay any of the following (which are not included within the definition of "Development Exactions") in the full amount that would apply in the absence of this Agreement: (i) City's normal fees for processing, environmental assessment and review, tentative tract and parcel map review, plan checking, site review and approval, administrative review, building permit, grading permit, inspection, and similar fees imposed to recover City's costs associated with processing, reviewing, and inspecting project applications, plans, and specifications; (ii) fees and charges levied by any other public agency, utility, district, or joint powers authority, regardless of whether City collects those fees and charges; or (iii) community facility district special taxes or special district assessments or similar assessments, business license fees, bonds or other security required for public improvements, transient occupancy taxes, sales taxes, property taxes, sewer lateral connection fees, water service connection fees, new water meter fees, and the Property Development Tax payable under Section 3.12 of City's Municipal Code.

5.3.5 Overriding Federal and State Laws and Regulations. Federal and state laws and regulations that override Owner's vested rights set forth in this Agreement shall apply to the Property, together with any City ordinances, resolutions, regulations, and official policies that are necessary to enable City to comply with the provisions of any such overriding federal or state laws and regulations, provided that (i) Owner does not waive its right to challenge or contest the validity of any such purportedly overriding federal, state, or City law or regulation; and (ii) upon the discovery of any such overriding federal, state, or City law or regulation that prevents or precludes compliance with any provision of this Agreement, City or Owner shall provide to the other Party a written notice

identifying the federal, state, or City law or regulation, together with a copy of the law or regulation and a brief written statement of the conflict(s) between that law or regulation and the provisions of this Agreement. Promptly thereafter City and Owner shall meet and confer in good faith in a reasonable attempt to determine whether a modification or suspension of this Agreement, in whole or in part, is necessary to comply with such overriding federal, state, or City law or regulation. In such negotiations, City and Owner agree to preserve the terms of this Agreement and the rights of Owner as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Owner at no cost to City in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Owner. City also agrees to process in a prompt manner Owner's proposed changes to the Project and any of the Development Regulations as may be necessary to comply with such overriding federal, state, or City law or regulation; provided, however, that the approval of such changes by City shall be subject to the discretion of City, consistent with this Agreement.

5.3.6 Public Health and Safety. Any City ordinance, resolution, rule, regulation, program, or official policy that is necessary to protect persons on the Property or in the immediate vicinity from conditions dangerous to their health or safety, as reasonably determined by City, shall apply to the Property, even though the application of the ordinance, resolution, rule regulation, program, or official policy would result in the impairment of Owner's vested rights under this Agreement.

5.3.7 Uniform Building Standards. Existing and future building and building related standards set forth in the uniform codes adopted and amended by City from time to time, including building, plumbing, mechanical, electrical, housing, swimming pool, and fire codes, and any modifications and amendments thereof shall all apply to the Project and the Property to the same extent that the same would apply in the absence of this Agreement.

5.3.8 Public Works Improvements. To the extent Owner constructs or installs any public improvements, works, or facilities, the City standards in effect for such public improvements, works, or facilities at the time of City's issuance of a permit, license, or other authorization for construction or installation of same shall apply.

5.3.9 No Guarantee or Reservation of Utility Capacity. Notwithstanding any other provision set forth in this Agreement to the contrary, nothing in this Agreement is intended or shall be interpreted to require City to guarantee or reserve to or for the benefit of Owner or the Property any utility capacity, service, or facilities that may be needed to serve the Project, whether domestic or reclaimed water service, sanitary sewer transmission or wastewater treatment capacity, downstream drainage capacity, or otherwise, and City shall have the right to limit or restrict Development of the Project if and to the extent that City reasonably determines that inadequate utility capacity exists to adequately serve the Project at the time Development is scheduled to commence. Notwithstanding the foregoing, City covenants to provide utility services to the Project on a non-discriminatory basis (i.e., on the same terms and conditions that City undertakes to provide such services to other similarly situated new developments in the City of Antioch as and when service connections are provided and service commences).

5.4 Tentative Subdivision Maps. City agrees that Owner may file and process new and existing vesting tentative maps for the Property consistent with California Government Code sections 66498.1-66498.9 and City of Antioch Municipal Code. Pursuant to the applicable provision of the California Subdivision Map Act (California Government Code section 66452.6(a)),

the life of any tentative subdivision map approved for the Property, whether designated a "vesting tentative map" or otherwise, shall be extended for the Term of this Agreement.

6. Amendment or Cancellation of Agreement. Other than modifications of this Agreement under Section 9.3 of this Agreement, this Agreement may be amended or canceled in whole or in part only by mutual written and executed consent of the Parties in compliance with California Government Code section 65868 and the City of Antioch Municipal Code or by unilateral termination by City in the event of an uncured default of Owner.

7. Enforcement. Unless this Agreement is amended, canceled, modified, or suspended as authorized herein or pursuant to California Government Code section 65869.5, this Agreement shall be enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by City (including by City's electorate) that purports to apply to any or all of the Property.

8. Annual Review of Owner's Compliance With Agreement.

8.1 General. City shall review this Agreement once during every twelve (12) month period following the Effective Date for compliance with the terms of this Agreement as provided in Government Code section 65865.1. Owner (including any successor to the owner executing this Agreement on or before the Agreement Date) shall pay City a reasonable fee in an amount City may reasonably establish from time to time to cover the actual and necessary costs for the annual review. City's failure to timely provide or conduct an annual review shall not constitute a Default hereunder by City.

8.2 Owner Obligation to Demonstrate Good Faith Compliance. During each annual review by City, Owner is required to demonstrate good faith compliance with the terms of the Agreement. Owner agrees to furnish such evidence of good faith compliance as City, in the reasonable exercise of its discretion, may require, thirty (30) days prior to each anniversary of the Effective Date during the Term.

8.3 Procedure. The City Council of City shall conduct a duly noticed hearing and shall determine, on the basis of substantial evidence, whether or not Owner has, for the period under review, complied with the terms of this Agreement. If the City Council finds that Owner has so complied, the annual review shall be concluded. If the City Council finds, on the basis of substantial evidence, that Owner has not so complied, written notice shall be sent to Owner by first class mail of the City Council's finding of non-compliance, and Owner shall be given at least ten (10) days to cure any noncompliance that relates to the payment of money and thirty (30) days to cure any other type of noncompliance. If a cure not relating to the payment of money cannot be completed within thirty (30) days for reasons which are beyond the control of Owner, Owner must commence the cure within such thirty (30) days and diligently pursue such cure to completion. If Owner fails to cure such noncompliance within the time(s) set forth above, such failure shall be considered to be a Default and City shall be entitled to exercise the remedies set forth in Article 8 below.

8.4 Annual Review a Non-Exclusive Means for Determining and Requiring Cure of Owner's Default. The annual review procedures set forth in this Article 8 shall not be the exclusive means for City to identify a Default by Owner or limit City's rights or remedies for any such Default.

9. Events of Default.

9.1 General Provisions. In the event of any material default, breach, or violation of the terms of this Agreement ("Default"), the Party alleging a Default shall have the right to deliver a written notice (each, a "Notice of Default") to the defaulting Party. The Notice of Default shall specify the nature of the alleged Default and a reasonable manner and sufficient period of time twenty (20) days if the Default relates to the failure to timely make a monetary payment due hereunder and not less than thirty (30) days in the event of non-monetary Defaults) in which the Default must be cured (the "Cure Period"). During the Cure Period, the Party charged shall not be considered in Default for the purposes of termination of this Agreement or institution of legal proceedings. If the alleged Default is cured within the Cure Period, then the Default thereafter shall be deemed not to exist. If a non-monetary Default cannot be cured during the Cure Period with the exercise of commercially reasonable diligence, the defaulting Party must promptly commence to cure as quickly as possible, and in no event later than thirty (30) days after it receives the Notice of Default, and thereafter diligently pursue said cure to completion.

9.2 Default by Owner. If Owner is alleged to have committed Default and it disputes the claimed Default, it may make a written request for an appeal hearing before the City Council within ten (10) days of receiving the Notice of Default, and a public hearing shall be scheduled at the next available City Council meeting to consider Owner's appeal of the Notice of Default. Failure to appeal a Notice of Default to the City Council within the ten (10) day period shall waive any right to a hearing on the claimed Default. If Owner's appeal of the Notice of Default is timely and in good faith but after a public hearing of Owner's appeal the City Council concludes that Owner is in Default as alleged in the Notice of Default, the accrual date for commencement of the thirty (30) day Cure Period provided in Section 9.1 shall be extended until the City Council's denial of Owner's appeal is communicated to Owner.

9.3 City's Option to Terminate Agreement. In the event of an alleged Owner Default, City may not terminate this Agreement without first delivering a written Notice of Default and providing Owner with the opportunity to cure the Default within the Cure Period, as provided in Section 9.1, and complying with Section 9.2 if Owner timely appeals any Notice of Default with respect to a non-monetary Default. A termination of this Agreement by City shall be valid only if good cause exists and is supported by evidence presented to the City Council at or in connection with a duly noticed public hearing to establish the existence of a Default. The validity of any termination may be judicially challenged by Owner. Any such judicial challenge must be brought within ninety (90) calendar days of service on Owner, by first class mail, postage prepaid, of written notice of termination by City or a written notice of City's determination of an appeal of the Notice of Default as provided in Section 9.2.

9.4 Default by City. If Owner alleges a City Default and alleges that the City has not cured the Default within the Cure Period, Owner may pursue any equitable remedy available to it under this Agreement, including, without limitation, an action for a writ of mandamus, injunctive relief, or specific performance of City's obligations set forth in this Agreement. Upon a City Default, any resulting delays in Owner's performance hereunder shall neither be an Owner Default nor constitute grounds for termination or cancellation of this Agreement by City and shall, at Owner's option (and provided Owner delivers written notice to City within thirty (30) days of the commencement of the alleged City Default), extend the Term for a period equal to the length of the delay.

9.5 Waiver. Failure or delay by either Party in delivering a Notice of Default shall not waive that Party's right to deliver a future Notice of Default of the same or any other Default.

9.6 Specific Performance Remedy. Due to the size, nature, and scope of the Project, it will not be practical or possible to restore the Property to its pre-existing condition once implementation of this Agreement has begun. After such implementation, both Owner and City may be foreclosed from other choices they may have had to plan for the development of the Property, to utilize the Property or provide for other benefits and alternatives. Owner and City have invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money which would adequately compensate Owner or City for such efforts. For the above reasons, City and Owner agree that damages would not be an adequate remedy if either City or Owner fails to carry out its obligations under this Agreement. Therefore, specific performance of this Agreement is necessary to compensate Owner if City fails to carry out its obligations under this Agreement or to compensate City if Owner fails to carry out its obligations under this Agreement.

9.7 Monetary Damages. The Parties agree that monetary damages shall not be an available remedy for either Party for a Default hereunder by the other Party provided, however, that (i) nothing in this Section 9.7 is intended or shall be interpreted to limit or restrict City's right to recover the Public Benefit Fees due from Owner as set forth herein; and (ii) nothing in this Section 9.7 is intended or shall be interpreted to limit or restrict Owner's indemnity obligations set forth in Article 10 or the right of the prevailing Party in any Action to recover its litigation expenses, as set forth in Section 9.10.

9.8 Additional City Remedy for Owner's Default. In the event of any Default by Owner, in addition to any other remedies which may be available to City, whether legal or equitable, City shall be entitled to receive and retain any Development Exactions applicable to the Project or the Property, including any fees, grants, dedications, or improvements to public property which it may have received prior to Owner's Default without recourse from Owner or its successors or assigns.

9.9 No Personal Liability of City Officials, Employees, or Agents. No City official, employee, or agent shall have any personal liability hereunder for a Default by City of any of its obligations set forth in this Agreement.

9.10 Recovery of Legal Expenses by Prevailing Party in Any Action. In any judicial proceeding, arbitration, or mediation (collectively, an "Action") between the Parties that seeks to enforce the provisions of this Agreement or arises out of this Agreement, the prevailing Party shall recover all of its actual and reasonable costs and expenses, regardless of whether they would be recoverable under California Code of Civil Procedure section 1033.5 or California Civil Code section 1717 in the absence of this Agreement. These costs and expenses include expert witness fees, attorneys' fees, and costs of investigation and preparation before initiation of the Action. The right to recover these costs and expenses shall accrue upon initiation of the Action, regardless of whether the Action is prosecuted to a final judgment or decision.

10. Force Majeure. Neither Party shall be deemed to be in Default where failure or delay in performance of any of its obligations under this Agreement is caused, through no fault of the Party whose performance is prevented or delayed, by floods, earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes or other labor difficulties, state or federal regulations, or court actions. Except as specified above, nonperformance shall not be excused because of the act or omission of a third person. In no event shall the occurrence of an event of force majeure operate to extend the Term of this Agreement. In addition, in no event shall the time for

performance of a monetary obligation, including without limitation Owner's obligation to pay Public Benefit Fees, be extended pursuant to this Section.

11. Indemnity Obligations of Owner.

11.1 Indemnity Arising From Acts or Omissions of Owner. Except to the extent caused by the intentional misconduct or negligent acts, errors or omissions of City or one or more of City's officials, employees, agents, attorneys, and contractors (collectively, the "City's Affiliated Parties"), Owner shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against all suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, a "Claim") that may arise, directly or indirectly, from the acts, omissions, or operations of Owner or Owner's agents, contractors, subcontractors, agents, or employees in the course of Development of the Project or any other activities of Owner relating to the Property or pursuant to this Agreement. City shall have the right to select and retain counsel to defend any Claim filed against City and/or any of City's Affiliated Parties, and Owner shall pay the reasonable cost for defense of any Claim. The indemnity provisions in this Section 11.1 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

11.2 Third Party Litigation. In addition to its indemnity obligations set forth in Section 11.1, Owner shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any Claim against City or City's Affiliated Parties seeking to attack, set aside, void, or annul the approval of this Agreement, the Adopting Ordinance, any of the Development Regulations for the Project (including without limitation any actions taken pursuant to CEQA with respect thereto), any Subsequent Development Approval, or the approval of any permit granted pursuant to this Agreement. Said indemnity obligation shall include payment of reasonable attorney's fees, expert witness fees, and court costs. City shall promptly notify Owner of any such Claim and City shall cooperate with Owner in the defense of such Claim. If City fails to promptly notify Owner of such Claim, Owner shall not be responsible to indemnify, defend, and hold City harmless from such Claim until Owner is so notified and if City fails to cooperate in the defense of a Claim Owner shall not be responsible to defend, indemnify, and hold harmless City during the period that City so fails to cooperate or for any losses attributable thereto. City shall be entitled to retain separate counsel to represent City against the Claim and the City's defense costs for its separate counsel shall be included in Owner's indemnity obligation, provided that such counsel shall reasonably cooperate with Owner in an effort to minimize the total litigation expenses incurred by Owner. In the event either City or Owner recovers any attorney's fees, expert witness fees, costs, interest, or other amounts from the party or parties asserting the Claim, Owner shall be entitled to retain the same (provided it has fully performed its indemnity obligations hereunder). The indemnity provisions in this Section 11.2 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

11.3 Environmental Indemnity. In addition to its indemnity obligations set forth in Section 11.1, from and after the Agreement Date Owner shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any and all Claims for personal injury or death, property damage, economic loss, statutory penalties or fines, and damages of any kind or nature whatsoever, including without limitation reasonable attorney's fees, expert witness fees, and costs, based upon or arising from any of the following: (i) the actual or alleged presence of any Hazardous Substance on or under any of the Property in violation of any applicable Environmental Law; (ii) the actual or alleged migration of any Hazardous Substance from the Property through the soils or groundwater to a location or locations off of the Property; and (iii) the storage, handling, transport, or disposal of any Hazardous Substance on, to, or from the Property and any other area disturbed, graded, or developed by Owner in connection with

Owner's Development of the Project. The indemnity provisions in this Section 11.3 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

12. Assignment. Owner shall have the right to sell, transfer, or assign (hereinafter, collectively, a "Transfer") Owner's fee title to the Property, in whole or in part, to a Permitted Transferee (which successor, as of the effective date of the Transfer, shall become the "Owner" under this Agreement) at any time from the Agreement Date until the Termination Date; provided, however, that no such Transfer shall violate the provisions of the Subdivision Map Act (Government Code Section 66410 et seq.) or City's local subdivision ordinance and any such transfer shall include the assignment and assumption of Owner's rights, duties, and obligations set forth in or arising under this Agreement as to the Property or the portion thereof so Transferred and shall be made in strict compliance with the following conditions precedent: (i) no transfer or assignment of any of Owner's rights or interest under this Agreement shall be made unless made together with the Transfer of all or a part of the Property; and (ii) prior to the effective date of any proposed Transfer, Owner (as transferor) shall notify City, in writing, of such proposed Transfer and deliver to City a written assignment and assumption, executed in recordable form by the transferring and successor Owner and in a form subject to the reasonable approval of the City Attorney of City (or designee), pursuant to which the transferring Owner assigns to the successor Owner and the successor Owner assumes from the transferring Owner all of the rights and obligations of the transferring Owner with respect to the Property or portion thereof to be so Transferred, including in the case of a partial Transfer the obligation to perform such obligations that must be performed outside of the Property so Transferred that are a condition precedent to the successor Owner's right to develop the portion of the Property so Transferred. Any Permitted Transferee shall have all of the same rights, benefits, duties, obligations, and liabilities of Owner under this Agreement with respect to the portion of the Property sold, transferred, and assigned to such Permitted Transferee; provided, however, that in the event of a Transfer of less than all of the Property no such Permitted Transferee shall have the right to enter into an amendment of this Agreement that jeopardizes or impairs the rights or increases the obligations of the Owner with respect to the balance of the Property. Notwithstanding any Transfer, the transferring Owner shall continue to be jointly and severally liable to City, together with the successor Owner, to perform all of the transferred obligations set forth in or arising under this Agreement unless there is full satisfaction of all of the following conditions, in which event the transferring Owner shall be automatically released from any and all obligations with respect to the portion of the Property so Transferred: (i) the transferring Owner no longer has a legal or equitable interest in the portion of the Property so Transferred other than as a beneficiary under a deed of trust; (ii) the transferring Owner is not then in Default under this Agreement and no condition exists that with the passage of time or the giving of notice, or both, would constitute a Default hereunder; (iii) the transferring Owner has provided City with the notice and the fully executed written and recordable assignment and assumption agreement required as set forth in the first paragraph of this Section 12; and (iv) the successor Owner either (A) provides City with substitute security equivalent to any security previously provided by the transferring Owner to City to secure performance of the successor Owner's obligations hereunder with respect to the Property or the portion of the Property so Transferred or (B) if the transferred obligation in question is not a secured obligation, the successor Owner either provides security reasonably satisfactory to City or otherwise demonstrates to City's reasonable satisfaction that the successor Owner has the financial resources or commitments available to perform the transferred obligation at the time and in the manner required under this Agreement and the Development Regulations for the Project.

13. Mortgagee Rights.

13.1 Encumbrances on Property. The Parties agree that this Agreement shall not prevent or limit Owner in any manner from encumbering the Property, any part of the Property, or any improvements on the Property with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.

13.2 Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Nevertheless, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. Any acquisition or acceptance of title or any right or interest in the Property or part of the Property by a Mortgagee (whether due to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Agreement. Any Mortgagee who takes title to the Property or any part of the Property shall be entitled to the benefits arising under this Agreement.

13.3 Mortgagee Not Obligated. Notwithstanding the provisions of this Section 13.3, a Mortgagee will not have any obligation or duty under the terms of this Agreement to perform the obligations of Owner or other affirmative covenants of Owner, or to guarantee this performance except that: (i) the Mortgagee shall have no right to develop the Project under the Development Regulations without fully complying with the terms of this Agreement; and (ii) to the extent that any covenant to be performed by Owner is a condition to the performance of a covenant by City, that performance shall continue to be a condition precedent to City's performance.

13.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. Each Mortgagee shall, upon written request to City, be entitled to receive written notice from City of: (i) the results of the periodic review of compliance specified in Article 7 of this Agreement, and (ii) any default by Owner of its obligations set forth in this Agreement. Each Mortgagee shall have a further right, but not an obligation, to cure the Default within thirty (30) days after receiving a Notice of Default with respect to a monetary Default and within sixty (60) days after receiving a Notice of Default with respect to a non-monetary Default. If the Mortgagee can only remedy or cure a non-monetary Default by obtaining possession of the Property, then the Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure the non-monetary Default within sixty (60) days after obtaining possession and, except in case of emergency or to protect the public health or safety, City may not exercise any of its judicial remedies set forth in this Agreement to terminate or substantially alter the rights of the Mortgagee until expiration of the sixty (60)-day period. In the case of a non-monetary Default that cannot with diligence be remedied or cured within sixty (60) days, the Mortgagee shall have additional time as is reasonably necessary to remedy or cure the Default, provided the Mortgagee promptly commences to cure the non-monetary Default within sixty (60) days and diligently prosecutes the cure to completion.

14. Miscellaneous Terms.

14.1 Senior Housing Term. The senior housing component of the project shall be maintained for a period of 55 years from the date of execution in order to receive the discounted senior rate for fees paid to the East Contra Costa Regional Fee and Finance Authority (ECCRFFA). Any proposed changes to the age restrictions of the senior housing component within this 55-year term shall be subject to the prior written approval of ECCRFFA.

14.2 Notice. Any notice or demand that shall be required or permitted by law or any provision of this Agreement shall be in writing. If the notice or demand will be served upon a Party, it either shall be personally delivered to the Party; deposited in the United States mail,

certified, return receipt requested, and postage prepaid; or delivered by a reliable courier service that provides a receipt showing date and time of delivery with courier charges prepaid. The notice or demand shall be addressed as follows:

TO CITY: City of Antioch
200 H Street
Antioch, CA 94509-1285
Attention: City Manager

With a copy to: City Attorney
City of Antioch
200 H Street
Antioch, CA 94509-1285

TO OWNER: AMCAL Antioch Fund, LP
c/o AMCAL Multi-Housing, Inc.
30141 Agoura Hills Road, Suite 100
Agoura Hills, CA 91301
Attention: President

With a copy to: Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, 64th Floor
Los Angeles, CA 90017
Attention: Kyle Arndt

Either Party may change the address stated in this Section 14.1 by delivering notice to the other Party in the manner provided in this Section 14.1, and thereafter notices to such Party shall be addressed and submitted to the new address. Notices delivered in accordance with this Agreement shall be deemed to be delivered upon the earlier of: (i) the date received or (iii) three business days after deposit in the mail as provided above.

14.3 Project as Private Undertaking. The Development of the Project is a private undertaking. Neither Party is acting as the agent of the other in any respect, and each Party is an independent contracting entity with respect to the terms, covenants, and conditions set forth in this Agreement. This Agreement forms no partnership, joint venture, or other association of any kind. The only relationship between the Parties is that of a government entity regulating the Development of private property by the owner of the property.

14.4 Cooperation. Each Party shall cooperate with and provide reasonable assistance to the other Party to the extent consistent with and necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record the required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

14.5 Estoppel Certificates. At any time, either Party may deliver written notice to the other Party requesting that that Party certify in writing that, to the best of its knowledge: (i) this Agreement is in full force and effect and is binding on the Party; (ii) this Agreement has not been amended or modified either orally or in writing or, if this Agreement has been amended, the Party providing the certification shall identify the amendments or modifications; and (iii) the requesting Party is not in Default in the performance of its obligations under this Agreement and no event or situation has occurred that with the passage of time or the giving of Notice or both

would constitute a Default or, if such is not the case, then the other Party shall describe the nature and amount of the actual or prospective Default. The Party requested to furnish an estoppel certificate shall execute and return the certificate within thirty (30) days following receipt.

14.6 Rules of Construction. The singular includes the plural; the masculine and neuter include the feminine; "shall" is mandatory; and "may" is permissive.

14.7 Time Is of the Essence. Time is of the essence regarding each provision of this Agreement as to which time is an element.

14.8 Waiver. The failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, and failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of that Party's right to demand strict compliance by the other Party in the future.

14.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be identical and may be introduced in evidence or used for any other purpose without any other counterpart, but all of which shall together constitute one and the same agreement.

14.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter addressed in this Agreement.

14.11 Severability. The Parties intend that each and every obligation of the Parties is interdependent and with the other, and if any provision of this Agreement or the application of the provision to any Party or circumstances shall be held invalid or unenforceable to any extent, it is the intention of the Parties that the remainder of this Agreement or the application of the provision to persons or circumstances shall be rendered invalid or unenforceable. The Parties intend that neither Party shall receive any of the benefits of the Agreement without the full performance by such Party of all of its obligations provided for under this Agreement. Without limiting the generality of the foregoing, the Parties intend that Owner shall not receive any of the benefits of this Agreement if any of Owner's obligations are rendered void or unenforceable as the result of any third party litigation, and City shall be free to exercise its legislative discretion to amend or repeal the Development Regulations applicable to the Property and Owner shall cooperate as required, despite this Agreement, should third party litigation result in the nonperformance of Owner's obligations under this Agreement. The provisions of this Section 14.10 shall apply regardless of whether the Effective Date occurs and after the Termination Date.

14.12 Construction. This Agreement has been drafted after extensive negotiation and revision. Both City and Owner are sophisticated parties who were represented by independent counsel throughout the negotiations or City and Owner had the opportunity to be so represented and voluntarily chose to not be so represented. City and Owner each agree and acknowledge that the terms of this Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Agreement shall therefore be construed as a whole consistent with its fair meaning, and no principle or presumption of contract construction or interpretation shall be used to construe the whole or any part of this Agreement in favor of or against either Party.

14.13 Successors and Assigns; Constructive Notice and Acceptance. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure

to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to Development of the Property: (i) is for the benefit of and is a burden upon every portion of the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during its ownership of the Property or any portion thereof. Every person or entity who now or later owns or acquires any right, title, or interest in any part of the Project or the Property is and shall be conclusively deemed to have consented and agreed to every provision of this Agreement. This Section 14.12 applies regardless of whether the instrument by which such person or entity acquires the interest refers to or acknowledges this Agreement and regardless of whether such person or entity has expressly entered into an assignment and assumption agreement as provided for in Section 12.

14.14 No Third Party Beneficiaries. The only Parties to this Agreement are City and Owner. This Agreement does not involve any third party beneficiaries, and it is not intended and shall not be construed to benefit or be enforceable by any other person or entity.

14.15 Applicable Law and Venue. This Agreement shall be construed and enforced consistent with the internal laws of the State of California, without regard to conflicts of law principles. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the Contra Costa County, State of California, or the United States District Court for the Northern District of California. The Parties waive all provisions of law providing for the removal or change of venue to any other court.

14.16 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

14.17 Incorporation of Recitals and Exhibits. All of the Recitals are incorporated into this Agreement by this reference. Exhibits A and B are attached to this Agreement and incorporated by this reference as follows:

- Exhibit A Legal Description of Property
- Exhibit B Depiction of the Property
- Exhibit C Public Improvements

14.18 Recordation. The City Clerk of City shall record this Agreement and any amendment, modification, or cancellation of this Agreement in the Office of the County Recorder of the Contra Costa County within the period required by California Government Code section 65868.5. The date of recordation of this Agreement shall not modify or amend the Effective Date or the Termination Date.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT**

“OWNER”

AMCAL ANTIOCH FUND, LP,
a California limited partnership

By: AMCAL Multi-Housing, Inc.,
a California corporation,
its general partner

By: _____
Name: _____
Title: _____

“CITY”

CITY OF ANTIOCH

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

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

All that certain real property situate in the City of Antioch, County of Contra Costa, State of California, described as follows:

Being all of the lands described in that certain Corrective Grant Deed recorded on October 1, 2019 as Document Number 2019-0165265-00, Official Records of said County, being more particularly described as follows:

BEGINNING at that monument at the monument line intersection of Holub Avenue with East 18th Street, as shown on that map entitled, "Amended Parcel Map Subdivision MS 1-92", filed for record March 24, 1995 in Book 166 of Parcel Maps, Page 20; Thence leaving said monument along the northerly prolongation of the westerly line of that land shown in that Record of Survey map, filed for record on December 16, 1975 and recorded in Book 60 LSM, Page 03, South 00°46'28" West, 42.00 feet to the southerly right of way line of East 18th Street, said point also being the TRUE POINT OF BEGINNING of this description; Thence leaving said right of way line, along said westerly line, South 00°46'28" West, 1,940.50 feet to the northerly line of Parcel B as shown on that certain map entitled, "Parcel Map MS 14-86", filed for record December 03, 1986 in Book 125 of Parcel Maps, Pages 17-18; Thence leaving said westerly line, along said northerly line, North 89°46'18" West, 335.48 feet to the easterly subdivision line of that certain map entitled, "Subdivision 8880, Almondridge East", filed for record October 09, 2008 in Book 508 of Maps, Pages 27-32; Thence leaving said northerly line, along said easterly subdivision line and its northerly prolongation, North 00°53'48" East, 1,940.30 feet to the said southerly right of way line of East 18th Street; Thence leaving said easterly line, along said right of way line, South 89°48'48" East, 331.35 feet to the TRUE POINT OF BEGINNING.

Pursuant to the "Lot Merger", recorded March 16, 2020, Instrument No. 2020-0049680, Official Records.

APN: 051-200-025, 051-200-026

EXHIBIT B

DEPICTION OF PROPERTY

EXHIBIT C

PUBLIC IMPROVEMENTS

Pursuant to the terms of the Conditions of Approval, the Owner shall undertake the construction of the following on-site and off-site public improvement (collectively, the "Public Improvements"):

1. The design and construction of approximately 280 linear feet along Holub Lane from East Eighteenth Street to the City as street right-of-way ("Holub Lane Improvements").
2. The design and construction Filbert Street ("Filbert Street Improvements").
3. The design and construction of a traffic signal and interconnect to adjacent signal(s) (including conduits, wire, and pull boxes) at the intersection of East Eighteenth Street and Holub Lane ("Traffic Signal Improvements").

The following is the relative payment responsibility for each of the Public Improvements as between Owner and the Future Developments.

| Improvement | Owner Responsibility | Aasen Responsibility | Holub Responsibility | Mansouri Responsibility |
|--------------------------------|-------------------------|-------------------------|-------------------------|----------------------------|
| Holub Lane Improvements | | | | |
| Filbert Street Improvements | | | | |
| Traffic Signal Improvements | | | | |

ATTACHMENT "B"

RESOLUTION NO. 2019/74

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A SENIOR HOUSING DENSITY BONUS, USE PERMIT, DESIGN REVIEW AND LOT MERGER FOR THE AMCAL FAMILY/SENIOR APARTMENTS PROJECT

WHEREAS, the City received an application from AMCAL Multi-Housing for approval of an Initial Study / Mitigated Negative Declaration, rezone to High Density Residential (R-25) and Senior Housing Overlay District (SH), a Senior Housing Density Bonus, Lot Merger, Use Permit, and Design Review, for the development of a 394-unit multi-family residential development on 14.85 acres.

WHEREAS, the project site is located southwest of the intersection of East Eighteenth Street and Holub Lane (APN's 051-200-025, and 051-200-026);

WHEREAS, an Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Errata was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on May 1, 2019;

WHEREAS, the Planning Commission recommended adoption of the Initial Study / Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program and Errata to the City Council;

WHEREAS, on May 1, 2019, the Planning Commission recommended approval of a rezone to High Density Residential District (R-25) and Senior Housing Overlay (SH) to the City Council;

WHEREAS, the City Council duly gave notice of public hearing as required by law;

WHEREAS, on May 14, 2019, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary;

WHEREAS, on May 14, 2019, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary, and adopted the mitigated negative declaration, MMRP and Errata; and

WHEREAS, on May 14, 2019, the City Council introduced an ordinance to rezone the subject property to High Density Residential (R-25) and Senior Housing Overlay (SH).

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby make the following findings for approval of a Lot Merger:

1. The merger will not interfere with any dedication or offer of dedication for present or prospective public purposes.

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2. The contiguous parcels are under common ownership.
3. The merger will not result in a violation of this code, and that the merger will be consistent with the purposes and intent of this chapter and the Subdivision Map Act.

BE IT FURTHER RESOLVED, that the City Council does hereby make the following required findings for approval of the requested use permit:

1. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because the project has been designed and conditioned to comply with the requirements of the City of Antioch Municipal Code.
2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance requires a use permit for all multi-family development applications.
3. The site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, for other uses in the neighborhood. The site plan complies with the City of Antioch's High-Density Residential Development standards.
4. The site abuts streets adequate in width and pavement type to carry the kind of traffic generated by the proposed use. The project site will construct street improvements, which are designed to meet City standards for adequate width and pavement.
5. The granting of such use permit will not adversely affect the comprehensive General Plan because the proposed uses and design are consistent with the City of Antioch General Plan. The General Plan land use designation for the project site is High Density Residential, which allows for the type of use being developed by the project.
6. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

BE IT FURTHER RESOLVED that the City Council of the City of Antioch does hereby **APPROVE** a senior housing density bonus, lot merger, use permit, and design review for the development of a 394-unit multi-family affordable residential development on a 14.85-acre project site located southwest of the intersection of East Eighteenth

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Street and Holub Lane (APN's 051-200-025, and 051-200-026) subject to the following conditions:

A. GENERAL CONDITIONS

1. The development and all proposed improvements shall comply with the City of Antioch Municipal Code and City Standards, unless a specific exception is granted thereto or approved by the City Engineer.
2. This approval expires two years from the date of approval, May 14, 2021, unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
3. All required easements or rights-of-way shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or easement holders for any work done within such property or easements.
4. City staff shall inspect the site for compliance with conditions of approval prior to final inspection approval.
5. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way or easement, and peak commute-hour traffic shall not be impeded by construction-related activity.
6. All existing easements shall be identified on the site plan and all plans that encroach into existing easements shall be submitted to the easement holder for review and approval, and advance written permission shall be obtained from any property owner or easement holder for any work done within such property or easement.

B. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Construction is restricted to weekdays between the hours of 8:00 AM and 5:00 PM. Requests for alternative days/times may be submitted in writing to the City Engineer for consideration.
2. The project shall comply with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.

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3. Standard dust control methods shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with the contact number of the Developer, the Bay Area Air Quality Management District and the City.
4. Driveway access to neighboring properties shall be maintained at all times during construction.

C. FIRE REQUIREMENTS

1. All requirements of the Contra Costa County Fire District shall be met.

D. FEES

1. The developer shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
2. The developer shall pay all pass-through fees. Fees include but are not limited to:
 - East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
 - Contra Costa County Fire Protection District Fire Development Fee in effect at the time of building permit issuance.
 - Development Impact Fee
 - Traffic Signal Fees
 - Gravity Flow Sewer Assessment Fee
 - School Impact Fees
 - Delta Diablo Sewer Fee
 - Contra Costa Water District Fee
3. Prior to issuance of a building permit the developer shall pay the Contra Costa County Flood Control District Drainage Area fee per letter dated September 20, 2018 and the Contra Costa County map maintenance fee, in effect at the time of the filing of the lot merger.
4. Prior to issuance of a building permit, the applicant shall pay sewer connection charges for APN 051-200-025 (\$20,558.62) and APN 051-200-026 (\$10,952.02) per City Council Resolution 2001/155 dated December 12, 2001.
5. Prior to the earlier to occur of (i) the issuance of the certificate of occupancy for the final building in the Project or (ii) thirty-six (36) months from the issuance of the first building permit, the developer shall pay the City of Antioch a Public Benefit

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Impact Fee of \$1,281,345 to compensate the City for the financial impact of the development by funding the provision of additional police protection services and construction of police facilities, as needed.

E. PROPERTY MAINTENANCE

1. The following requirements which shall be the responsibility of the property owner:
 - a. Maintenance of the storm water detention basin.
 - b. Compliance with all City Codes regarding property maintenance.
 - c. Maintenance of all slopes to property line.
 - d. Maintenance of all onsite and frontage landscaping.
2. A parking lot sweeping program shall be implemented that, at a minimum, provides for sweeping immediately prior to the storm season and prior to each storm event.
3. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

F. GRADING

1. The grading operation shall take place at a time and in a manner so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
2. The final grading plan for this development shall be approved by the City Engineer and signed by a California licensed civil engineer. No grading is allowed without a grading permit issued by the Building Department.
3. All elevations shown on the grading and improvement plans shall be on the USGS 1929 sea level datum or NAVD 88 with conversion information, or as approved by the City Engineer.
4. All slopes shall drain to approved drainage facilities as approved by the City Engineer.
5. Wall and fence locations and elevations shall be included on the grading plan.
6. Any existing wells or septic systems on the property shall be properly abandoned under permit from the Contra Costa County Environmental Health Department.
7. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.

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8. Swales adjacent to structures shall have a minimum of a 1% slope or as directed by the City Engineer.
9. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit written authorization to “access, enter, or grade” adjacent properties prior to performing any work.
10. Retaining walls shall be of masonry construction and shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
11. All retaining walls shall be reduced in height to the maximum extent practicable and any walls or signage shall meet the height requirements in the setback and sight distance triangles as required by the City Engineer.

G. CONSERVATION/NPDES

1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
2. That the project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC § 6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well as run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Division will issue Certificate of Occupancy. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
3. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:

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- a. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a permit application consistent with the developer's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
- b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
- c. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction.
- d. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMP's.
- e. Prevent site drainage from draining across sidewalks and drive aisles in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.

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- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
- j. Install "No Dumping, Drains to River" decal buttons on all catch basins.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind

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erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.

- o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
 - p. Install full trash capture device(s) in storm water catch basins that collect water from the project site. A “full trash capture device” is defined as any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the peak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Selected devices must be detailed on the building permit plan submittal and approved by Public Works prior to installation.
4. All impervious surfaces to be constructed as part of the project, including off-site roadways, are subject to C.3 requirements per State Regulations.

H. UTILITIES

- 1. All existing and proposed utilities (e.g. transformers and PMH boxes) shall be undergrounded and subsurface in accordance with the Antioch Municipal Code, except existing P.G.& E. towers, if any, or as approved by the City Engineer.
- 2. Prior to issuance of a building permit, the applicant shall submit hydrologic and hydraulic calculations to the Contra Costa County Flood Control District for review, proving that existing Line ‘C’ of Drainage Area 29G is adequate to accept the runoff of the entire project site for the 10-year storm, as approved by the City Engineer.
- 3. Prior to issuance of a building permit, the applicant shall submit hydrologic and hydraulic calculations for review to the City for design and construction of storm drain facilities that adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of watershed.
- 4. All storm water flows shall be collected onsite and discharged into an approved public storm drain system.
- 5. Trash enclosures shall drain to sanitary sewer and shall incorporate methods to contain runoff at the front-gate and pedestrian access point to prevent storm water from entering the enclosure.
- 6. The sewer collection system shall be constructed to function as a gravity system.

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7. A reduced pressure backflow preventer assembly shall be installed on all City water meter services.
8. All onsite utilities outside a public utility easement or as determined by the City Engineer, shall be privately owned and maintained and connected to public facilities in accordance with City Standards.
9. Double detector check valve backflow assemblies shall be installed at each end of the private fire line and enclosed within easements granted to the City.
10. The developer shall provide adequate water pressure and volume to serve this development, as approved by the City Engineer. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi.
11. The applicant shall install all infrastructure to serve the site. Infrastructure for access to the site (sewer, water, storm, joint trench, and surface improvements) shall be completed prior to issuance of building permits.
12. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.

I. LANDSCAPING

1. Sight distance triangles shall be maintained per AMC § 9-5.1101, Site Obstructions at Intersections, or as approved by the City Engineer. Landscaping and signage shall not create a sight distance problem.
2. Detailed landscaping and irrigation plans for the entire site shall be submitted to the City for review and approval. All landscaping and irrigation shall be installed in accordance with approved plans prior to the issuance of certificates of occupancy for this building.
3. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S the State Model Water Efficient Landscape Ordinance (MWELo). Prior to issuance of a building permit, the applicant shall demonstrate compliance with the applicable requirements of the MWELo in the landscape and irrigation plans submitted to the City.
4. Landscape shall show immediate results. Landscaped areas shall be watered, weeded, pruned, fertilized, sprayed, and/or otherwise maintained as necessary. Plant materials shall be replaced as needed to maintain the landscaping in accordance with the approved plans.

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5. The tree and shrub sizes shall be as detailed on the project plans.

J. LOT MERGER

1. Prior to the issuance of a building permit the applicant shall record a lot merger to consolidate APN 051-200-025 and APN 051-200-026 into one parcel.
2. Approval of the lot merger is subject to the City of Antioch Municipal Code and the time lines established in the State of California Subdivision Map Act.
3. Prior to recordation of the lot merger, a certificate of lot merger shall be submitted to the City Engineer for review and approval.
4. Prior to or concurrent with recordation of the lot merger, the applicant shall annex into CFD 2018-02 (Police Protection) for senior and multi-family units or execute an alternative agreement with the City of Antioch that provides funding for police services equivalent to those that would be assessed through annexation into CFD 2018-02.
5. Prior to recordation of the lot merger, the applicant shall annex into Street Light and Landscape Maintenance District 2A Zone 3 and accept a level of annual assessments sufficient to maintain street lights and landscaping adjacent to the project. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.
6. Prior to or concurrent with recordation of lot merger, the applicant shall dedicate, design and construct approximately 280 linear feet along Holub Lane from East Eighteenth Street to the City as street right-of-way.
7. Prior to or concurrent with recordation of lot merger, the applicant shall provide an irrevocable offer of dedication to the City of approximately 555 linear feet of Holub Lane as street right-of-way, which the City will not accept at the time of dedication.
8. Prior to or concurrent with recordation of lot merger, the applicant shall dedicate to the City as street right-of-way, design and construct Filbert Street.
9. Prior to building permit the applicant shall design and construct a traffic signal and interconnect to adjacent signal(s) (including conduits, wire, and pull boxes) at the intersection of East Eighteenth Street and Holub Lane, as approved by the City Engineer. The City will require future Developers of adjoining properties to pay their fair share of the traffic signal improvements. The City will cooperate with the developer in establishing a financing mechanism or reimbursement agreement for the traffic signal improvements so reimbursement is provided when adjacent properties develop. Should an adjacent developer construct the traffic signal first,

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the applicant shall pay 25% (as determined by the traffic impact analysis and approved by the City Engineer) of the cost of design and construction of the traffic signal to the City of Antioch for reimbursement to the adjacent developer(s). The applicant shall acquire and dedicate right-of-way or easements to the City of Antioch for the traffic signal at no cost to the City and to the satisfaction of the City Engineer.

10. Prior to or concurrent with recordation of the lot merger, the applicant may record a public improvement agreement for the deferment of the public improvements above provide appropriate security to ensure completion as required by the City Engineer.

K. FINAL IS/MND AND MITIGATION MONITORING AND REPORTING PROGRAM

1. The applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program.
2. The applicant shall mitigate any impacts on wildlife, including State and Federally listed threatened and endangered species, and their habitat by compliance with one of the following:
 - a. Implementing, or making enforceable commitments to implement, all applicable mitigation measures in the project environmental documents, as well as any additional measures as may be required by the California Department of Fish & Wildlife (CDFW) or the U.S. Fish & Wildlife Service (FWS), and obtaining a letter(s) from CDFW and FWS stating that the project has fulfilled the requirements of applicable State and Federal wildlife protection laws and regulations; or
 - b. Complying with applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or
 - c. Complying with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.

L. PROJECT SPECIFIC CONDITIONS

1. This senior housing density bonus, lot merger, use permit, and design review approval applies to the construction of 394 affordable multi-family units for families

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and seniors as depicted on the project plans and described in the project description submitted to the City of Antioch on February 5, 2019. Any forthcoming plans submitted for any purpose shall be entirely consistent with these received plans, project description and conditions of approval herein. Minor modifications require the approval of the Zoning Administrator per AMC § 9-5.2708, Changed Plan; New Applications. Issuance of a Building Permit, Grading Permit or other permit does not negate or supersede this requirement.

2. Filbert Street shall be designed and constructed 40' wide (curb-to-curb) at the western project boundary, necking down to 36' wide (curb-to-curb) at the eastern project boundary, with 5'-wide sidewalks on both sides of the street and a turnaround at the eastern end as approved by the Fire Department and the City Engineer.
3. The secondary access driveway on Filbert Street shall be "in-and-out" and for residents only. The slope of the secondary drive aisle and parking spaces adjacent to the senior apartments shall be "flattened" as much as possible to improve access for seniors and the grade difference between building eleven and the parking lot and Filbert Street landscape frontage shall be reduced to the extent feasible. The applicant shall provide landscaping or other reasonable measures to block the view of the secondary access driveway into the adjacent property.
4. No structures, trash enclosures or invasive trees shall be located within public easements, as approved by the City Engineer.
5. Prior to building permit, the applicant shall submit a detailed plan of the entry gates for review and approval by the City Engineer. The design shall allow for adequate vehicle storage and turnaround. Gated entrances to the site shall include rapid access technology for Fire, Police and other emergency responders.
6. Driveway cuts along East Eighteenth Street shall be removed and replaced with City standard curb, gutter and six-foot (6') wide sidewalk.
7. All on-site curbs, gutters and sidewalks shall be constructed of Portland cement concrete.
8. Asphalt paving shall be designed for a minimum traffic index (TI) of 5.5 and shall have a minimum slope of 2%, concrete paving shall have a minimum slope of 0.75%, and asphalt paving for identified accessible parking stalls and access routes may have a minimum slope of 1.5% and a maximum 2% slope, or as approved by the City Engineer.
9. All access drive aisles shall be constructed per current ADA and City standards, subject to review and approval by the City Engineer.

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10. The applicant shall install and maintain parking lot and pathway lights and landscaping within the project area at no cost to the City.
11. The parking lot striping and signing plan shall be approved by the City Engineer.
12. All parking spaces shall be double-striped, and all parking lot dimensions shall meet minimum City of Antioch Municipal Code requirements.
13. The applicant shall show a turning template on the site plan verifying that trucks can safely ingress, egress, and successfully maneuver throughout the site.
14. All cracked, broken or damaged concrete curb, gutter and/or sidewalks along E. Eighteenth Street (in the public right-of-way along the project frontage) shall be removed and replaced as required by the City Engineer and at no cost to the City.
15. An additional accent color shall be added to the north, west, and east elevation of building #1 and to the east and west elevation of building #2. The accent color shall be brighter and complementary to the proposed color palette. A revised elevation shall be submitted for the review and approval of the Zoning Administrator.
16. The trash enclosures shall be screened with a combination of landscaping and/or evergreen vines and painted to match the building design. The trash enclosure shall comply with AMC § 9-5.1401 Refuse Storage Area Design Guidelines
17. The transformers shall be screened with landscaping.
18. All mechanical equipment shall be screened from the public right of way.
19. All rooftop mechanical equipment shall be screened from the public right-of-way. A line of sight study shall be submitted with the building permit submittal confirming the equipment is screened.
20. The back of all parapets shall be finished to match the front.
21. The six-foot high fence along East Eighteenth Street shall be set back 15-feet from the property line.
22. Carport roofs and supports shall be painted to match the buildings.
23. All tandem parking spaces shall be assigned to the same apartment unit.
24. The six-foot high solid noise barrier adjacent to the pool area required for noise mitigation in the MMRP shall be compatible with the project architecture. An

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elevation of the barrier shall be included with the building permit submittal and shall be subject to the review and approval of the Zoning Administrator.

- 25. The monument sign shall be located in an area free of visual obstructions. Additional landscaping shall be added around the base of the sign to make the entry into the site more prominent. The color and materials of the sign shall be compatible with the project design.
- 26. The senior units shall be restricted to tenants aged 55 or older.
- 27. Prior to building permits being issued for the site, the applicant shall enter into a Senior Housing Density Bonus Agreement with City of Antioch per the requirements of Title 9, Chapter 5, Article 34 of the Antioch Municipal Code.
- 28. In anticipation of a formal update and assumed increase to the Fire Protection Facility Fee in the coming months, the applicant shall pay an enhanced Fire Protection Facility Fee of \$460 at the time of building permits. Should the formal update occur prior to building permits and a lesser amount is determined for this type of project, the applicant shall be entitled to the lesser amount at that time.
- 29. The applicant shall agree to participate and/or assist in the formation of a Community Facilities District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. At minimum, the applicant shall remit payment equivalent to five (5) years of participation prior to occupancy of the building. The specific values and terms of such arrangement shall be formalized in any forthcoming Development Agreement.

* * * * *

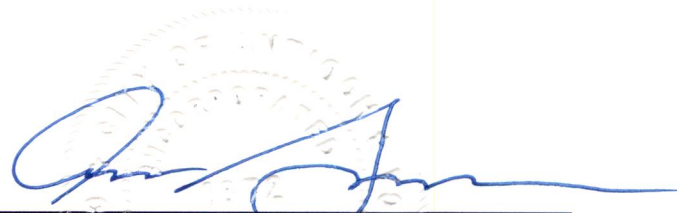
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 14th day of May 2019 by following vote:

AYES: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright

NOES: None

ABSTAIN: None

ABSENT: None



ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Julie Haas-Wajdowicz, Environmental Resource Coordinator *Julie*

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: Climate Action and Resilience Plan (CARP)

RECOMMENDED ACTION

It is recommended that the City Council review and approve the Climate Action and Resilience Plan (CARP).

FISCAL IMPACT

Approving the CARP at this time allows us to link it to the HUD Five-year Consolidated Plan, giving some programs identified in the CARP a possible funding source for the next 5 years.

DISCUSSION

Background

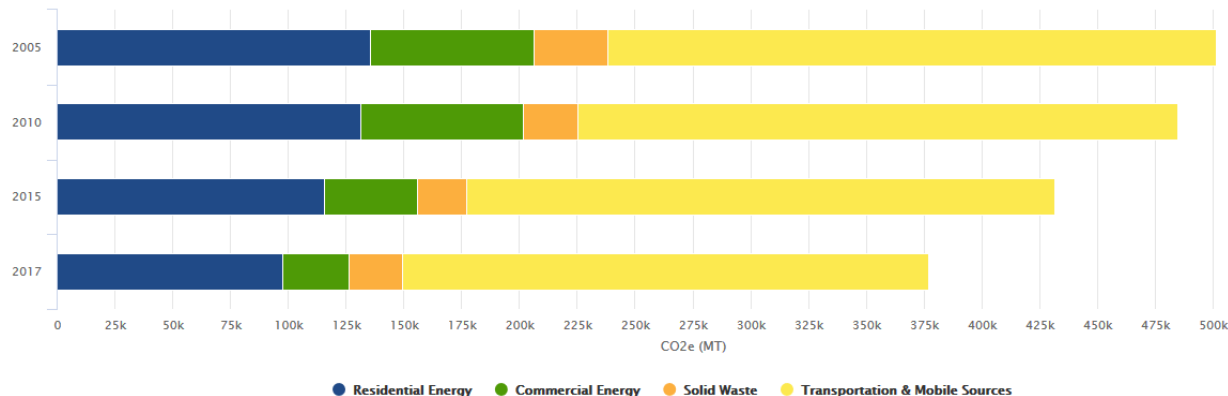
Climate Change and Resilience

The City's climate work began in 2007 when City Council joined ICLEI (Local Governments for Sustainability) through grant funding to fund a baseline (2005) community inventory of greenhouse gas emissions. Council adopted Green House Gas (GHG) reduction targets to reduce overall carbon emissions by 25% (2005 levels) by 2020 and 80% by 2050 as mandated by the [Global Warming Solutions Act of 2016 \(AB 32\)](#) on June 23, 2009, Resolution 2009/57. Subsequent [Community](#) and [Municipal](#) Climate Action Plans (CAPs) were developed and approved by Council May 24, 2011. These plans highlighted possible programs and actions that the City could use to reach emission reduction targets to reduce overall carbon emissions by 25% to comply with the targets adopted in June 2009.

Because the Department of Energy grant that funded the CAPs did not include implementation funding, the City has not had a source of monies for climate work. Therefore, climate change and energy efficiency projects have depended on partnerships with other organizations and grant funding to make progress towards adopted goals. One such partnership was with East Bay Energy Watch, which helped the City update its greenhouse gas (GHG) emissions inventory for the years of 2005, 2010, 2015, and 2017. Figure A below shows the progression of emissions. The City has met the 2020 goal and

experienced a 25% decrease in direct emissions since the baseline inventory for 2005. These results were achieved primarily through efforts at the State level.

Figure A – Antioch’s GHG Emissions Inventories



Local Hazard Mitigation Plan

The 2018 Local Hazard Mitigation Plan (LHMP) began exploring ways to reduce risks from a wide range of potential hazards. Hazards can include anything from earthquakes and floods to wildfires and extreme heat. Figure B below, from the Local Hazard Mitigation Plan, identifies various hazard types and assigns a risk score based on the probability of occurrence and the impact on the community.

| Figure B - Antioch Hazard Risk Ranking ¹ | | | |
|---|-----------------------|---|----------|
| Rank | Hazard Type | Risk Rating Score (Probability x Impact) | Category |
| 1 | Earthquake | 48 | High |
| 2 | Severe weather | 30 | Medium |
| 3 | Landslide | 27 | Medium |
| 4 | Flood | 18 | Medium |
| 5 | Drought | 9 | Low |
| 6 | Dam and levee failure | 6 | Low |
| 6 | Wildfire | 6 | Low |
| 6 | Sea level rise | 6 | Low |

Sea Level Rise. In 2019, Adapting to Rising Tides (ART) initiative completed its initial study of East Contra Costa County. City staff worked on this project, including assisting with hosting a community listening session and providing input and review of the reports. ART includes a flood mapping tool as well as vulnerability assessment, which can be explored here: <https://eccexplorer.adaptingtorisingtides.org/explorer> This tool illustrates how high tides, storm surges, and rising sea levels will affect specific areas of the City and where actions must be taken to mitigate the damage to people and property.

¹ CCC Local Hazard Mitigation Plan Volume 2



Severe Weather - Extreme Heat Events. The City of Antioch is already one of the warmest communities in the Bay Area Region. Projected heat intensification is likely to affect the health and well-being of the City's residents. Heat events also affect energy consumption and the energy costs of a household, which increases overall housing costs and reduces disposable income for residents. Almost half (46%) of the City's housing stock was built prior to 1980 and has less insulation than is optimal for this climate. The CARP considers the effects on these events on residents, and outlines effective interventions.

Analysis

The Antioch Climate Action and Resilience Plan (CARP) aligns with federal and state guidelines, as well as various City plans, to best position the City to access funding opportunities over the next five years. The document builds on the previous work of the Local Hazard Mitigation Plan to better understand how hazards will intensify due to climate change and focuses on how the people who live and work in the Antioch community will be affected in the coming years. The CARP also builds on the work of the 2011 Community Climate Action Plan to focus on efforts to reach the City's 2050 goal of an 80% reduction GHG emissions compared to 2005 levels. These goals are in line with State's goal set in SB32 and AB32. Additionally, the CARP outlines actions to prepare the Antioch community for the impacts of climate change and other potential hazards.

The CARP's primary strategies to accomplish short- and long-term livability are based on resilience, sustainability, and equity:

- Begin building **resilience** by preparing Antioch for the coming changes associated with a warming climate to ensure that Antioch is a livable city in the near and distant future.

- Begin the process of transitioning Antioch to long-term **sustainability** through actions that support an economy and environment that can remain healthy for generations to come.
- Promote **equity**, the idea that those most vulnerable need the most support, by prioritizing the needs of populations most vulnerable to negative effects of climate change and by ensuring the healthy inclusion of disadvantaged populations in a sustainable economy. Assessing community-driven equity impact for each action being taken can ensure that all actions support the goal of expanding equitability in the Antioch community.

The concepts of resilience, sustainability, and equity are deeply connected and work together to support livability for all in a community. A community that is more equitable will be more resilient to natural hazards and more holistically sustainable. A community that is more environmentally and economically sustainable is more likely to be resilient to strains on its systems.

City Housing Priorities. The goals of the CARP and the City's Housing programs will also be integrated into the 2020-25 CDBG Consolidated Plan, which outlines a plan for expending federal, state, and City resources on projects that provide a variety of housing assistance for lower income residents. City Council approved two new 2020-2025 Consolidated Plan Priorities to address rising energy costs and community resilience on February 25, 2020:

- AH-4: Reduce household energy costs. Increase housing and energy security to make housing more affordable to lower income households by reducing the consumption of energy. Actions in this new category could include supporting residential energy efficiency and water conservation assessments, paired with education of household about conservation of energy and water and assessment of the home for other potential efficiency improvements. The City's Housing Rehabilitation Program then could provide grants and loans to implement improvements, such as improved lower energy HVAC units, improved windows, weatherization and insulation.
- AH-5: Expand community resilience to natural hazards. Increase resilience to natural hazards of the housing stock occupied by lower income residents. Actions in this category could take the form of increasing earthquake and flood safety through rehabilitation loans, installing energy efficient HVAC and/or additional insulation to cope with extreme heat events.

Conclusion

The primary goal of the Climate Action and Resilience Plan is to provide tools for the City of Antioch and the Antioch community to build community resilience. Many of the proposed actions have multiple benefits. For example, energy efficiency improvements in homes can help reduce energy use and energy production emissions, while helping people adapt to warmer temperatures by improving insulation from outside elements.

Furthermore, energy efficiency improvements lower the high cost of utilities in this area, which decreases the overall cost of housing. This kind of investment makes housing more affordable in the long-term for Antioch residents.

Integrating the goals of the CARP with the goals of the 2020-25 Consolidated Plan allows the City to target its limited housing and other resources in a manner that achieves the greatest good over the longest period of time to benefit lower income and vulnerable City residents. It also helps the City meet our goal of GHG reductions and to maintain compliance with State regulations.

ATTACHMENTS

- A. Resolution 2020/**
- B. Climate Action and Resilience Plan

ATTACHMENT "A"

RESOLUTION 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE COMMUNITY AND MUNICIPAL CLIMATE ACTION PLANS OUTLINING THE POTENTIAL MEASURES TO REACH THE GHG REDUCTION TARGETS SET BY RESOLUTION 2009/57

WHEREAS, there is a consensus among the world's leading scientists that global warming caused by human emission of greenhouse gases is among the most significant problems facing the world today;

WHEREAS, documented impacts of climate change include, but are not limited to, increased occurrences of extreme weather events (i.e., droughts and floods), rising sea levels, threats to global food and water supplies – all of which have an economic impact on communities and their local governments;

WHEREAS, the State of California has mandated statewide reduction of greenhouse gas emissions to 80 percent below 1990 levels by 2050;

WHEREAS, pursuant to Resolution No. 2009/57 dated June 23, 2009, the City of Antioch adopted Greenhouse Gas reduction targets by reducing overall carbon emissions by 25% (1990 levels) by 2020 and 80% reductions by 2050 as mandated by the Global Warming Solutions Act of 2006 AB-32

WHEREAS, cities have a unique role to play in reducing greenhouse gas emissions and preparing for the impacts of climate change through their local jurisdiction over policy areas such as housing, air quality, land use planning, transportation, zoning, forest preservation, water conservation, and wastewater and solid waste management;

WHEREAS, the economic arguments for implementing climate solutions are compelling, from the near-term economic gains of energy efficiency to the long-term climate stabilization that can prevent irreparable harm from catastrophic climate change impacts;

WHEREAS, many cities throughout the nation, both large and small, are reducing emissions and pollutants through programs that provide economic and quality of life benefits such as reducing energy bills, preserving green space, implementing better land use policies, improving air quality, promoting waste-to-energy programs, expanding transportation and work choices to reduce traffic congestion, and fostering more economic development and job creation through energy conservation and new technologies;

WHEREAS, the City has conducted community outreach including community workshops and surveys to solicit ideas and comments from the community regarding climate protection in Antioch;

ATTACHMENT "A"

WHEREAS, the Community Development Department has prepared the Draft Climate Action and Resilience Plan and made it available for review by the public and interested agencies and organizations; and

WHEREAS, the City has aligned this plan with the City's 2020-25 CDBG Consolidated Plan in an effort to ensure that our most vulnerable are prepared for future stressors.

NOW, THEREFORE, BE IT RESOLVED that the City of Antioch hereby adopts that the proposed Climate Action and Resilience Plan dated May 6, 2020 and attached hereto as "Attachment B".

* * * * *

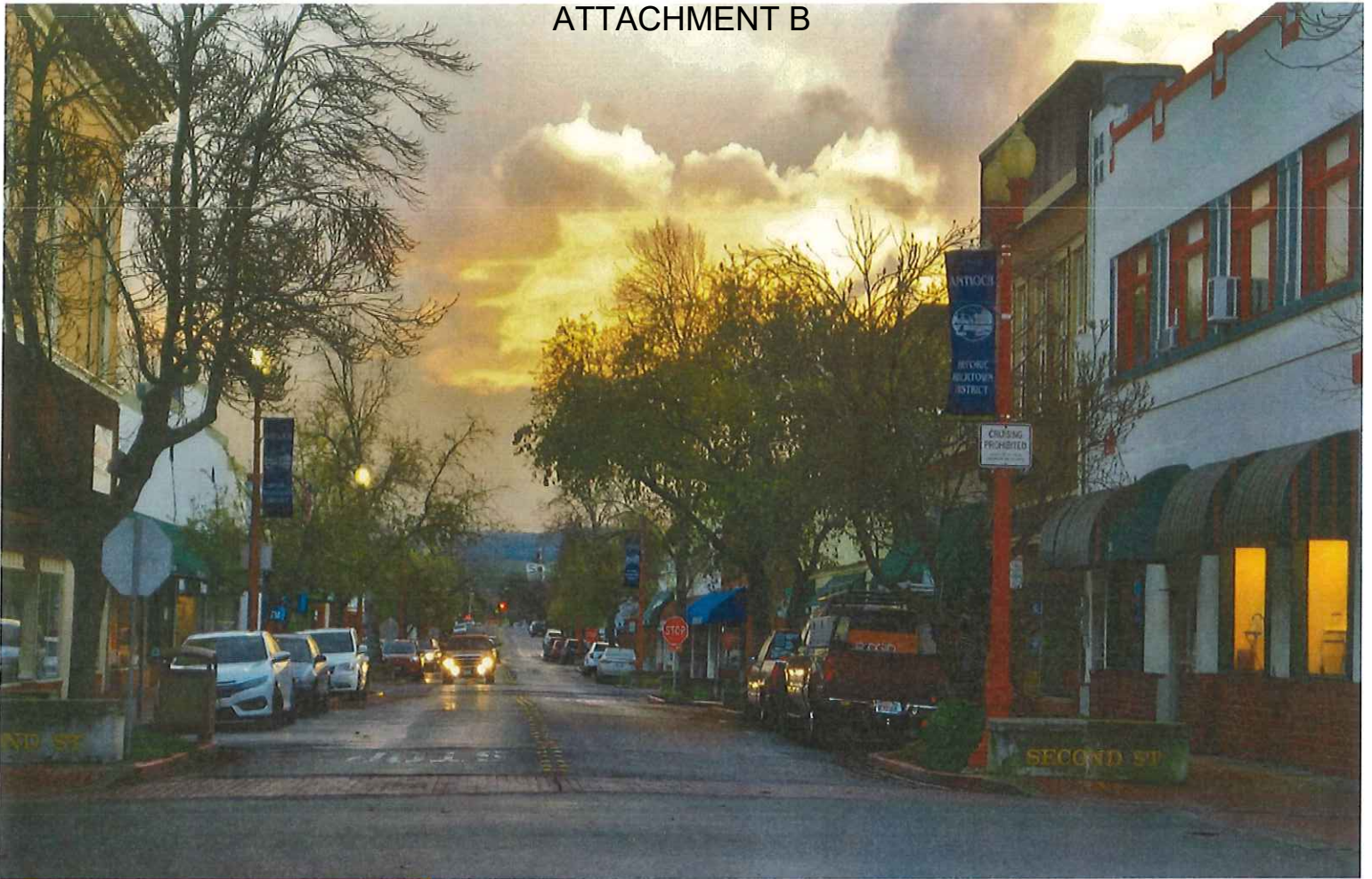
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH



MAY 6, 2020

Climate Action and Resilience Plan

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Acknowledgements

We would like to thank those who have been a part of the process in the creation of this Climate Action and Resilience Plan. It would not have been possible without the contributions from the following individuals:

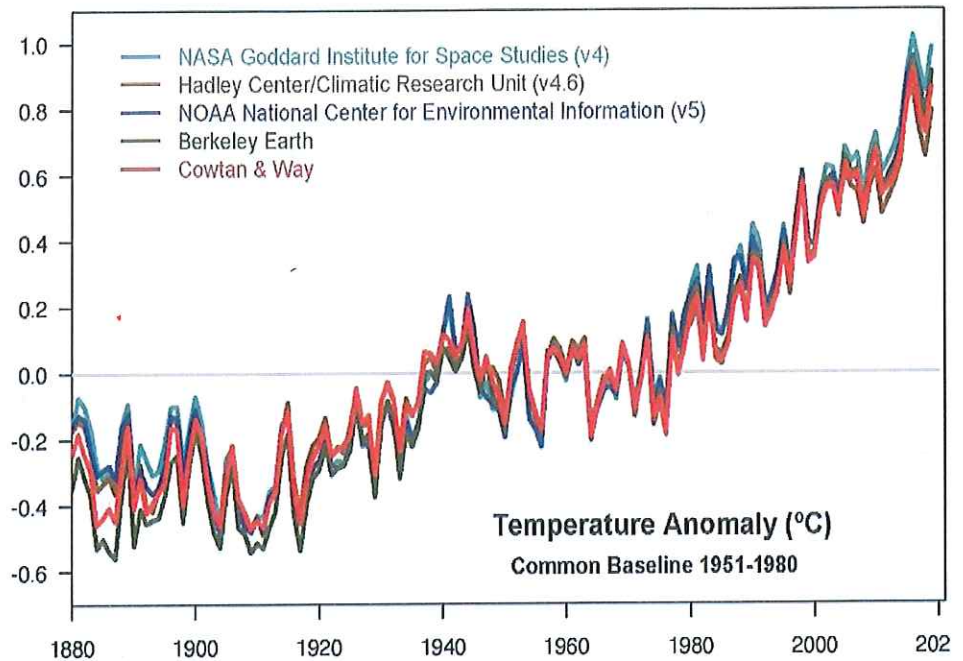
- **City of Antioch Community Development Department**
 - ❖ Julie Haas-Wajdowicz, Environmental Resources Coordinator
 - ❖ Teri House, CDBG Consultant
 - ❖ Lorenzo Siemann, CivicSpark Fellow
 - ❖ Forrest Ebbs, Community Development Director
- **Antioch City Council**
 - ❖ Sean Wright, Mayor
 - ❖ Joy Motts, Mayor Pro tem
 - ❖ Monica Wilson, Council Member
 - ❖ Lamar Thorpe, Council Member
 - ❖ Lori Ogorchock, Council Member
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 - ❖ Jennifer West, Program Administrator
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 - ❖ Henry James, Teacher
 - ❖ EDGE students
- **Adapting to Rising Tides (ART) East Contra Costa County Team**
 - ❖ Samantha Cohen, Project Manager

Executive Summary

Climate change is here. Since the mid to late 1900s, the world has seen the average global temperature increase. The ten warmest years in recorded history (since 1880) have all occurred since 2005, with the six warmest years over that time span occurring within the last six years. Over 97% of scientists agree that human activities, specifically emissions of greenhouse gases from the burning of fossil fuels, are the major cause of this trend.¹ Climate change brings added stress to community members' livelihoods, businesses, and infrastructure systems. While no individual weather event can be fully and directly attributed to climate change, a warming climate increases the volatility of weather and climate conditions. Heat waves become hotter. Storms become more extreme. Fires burn more land.



In the Bay Area alone, the effects of climate change have been slowly intensifying. Between 1950 and 2005, the Bay Area's average annual maximum temperature increased by 1.7°F (0.95 °C). The 2012-2016 drought led to moisture shortages not seen in the last 1,200 years. Fourteen of the most destructive wildfires in California state history have occurred in the last twelve years. Sea levels in the Bay Area have risen over 8 inches in the last 100 years.² These conditions are likely to worsen in the foreseeable future as warming continues to intensify.



From increasing energy and water costs to fires and potential grid failures, the challenges communities face are diverse. The Climate Action and Resilience Plan lays out information to understand the effects of climate change and proposes strategies and actions to address them.

This document will explore the relationship between climate change, natural hazards, and Antioch's economic and social structures. Understanding these relationships can help the City of Antioch develop policies and programs that can help the community adapt to future changes in the natural environment. This document also examines how the Antioch community can reduce its dependence on carbon-based fuel in the built environment and in transportation sector. Addressing and limiting greenhouse gas emissions is an important way that the City can reduce the magnitude of future hazards. Lastly, the effects of climate change are strongly tied to the economic and social conditions of a given location. A community development section addresses how economy and community building can come together to strengthen climate resilience in Antioch.

This Climate Action and Resilience Plan was developed in conjunction with the Five Year 2020-2025 Contra Costa HOME/CDBG Consortium Consolidated Plan, including the City's Strategic Plan and annual Action Plan in the Consolidated Plan document. The Consolidated Plan is submitted to the U.S. Department of Housing and Urban Development (HUD) every five years for review. After HUD approval, the City is able to

¹ NASA

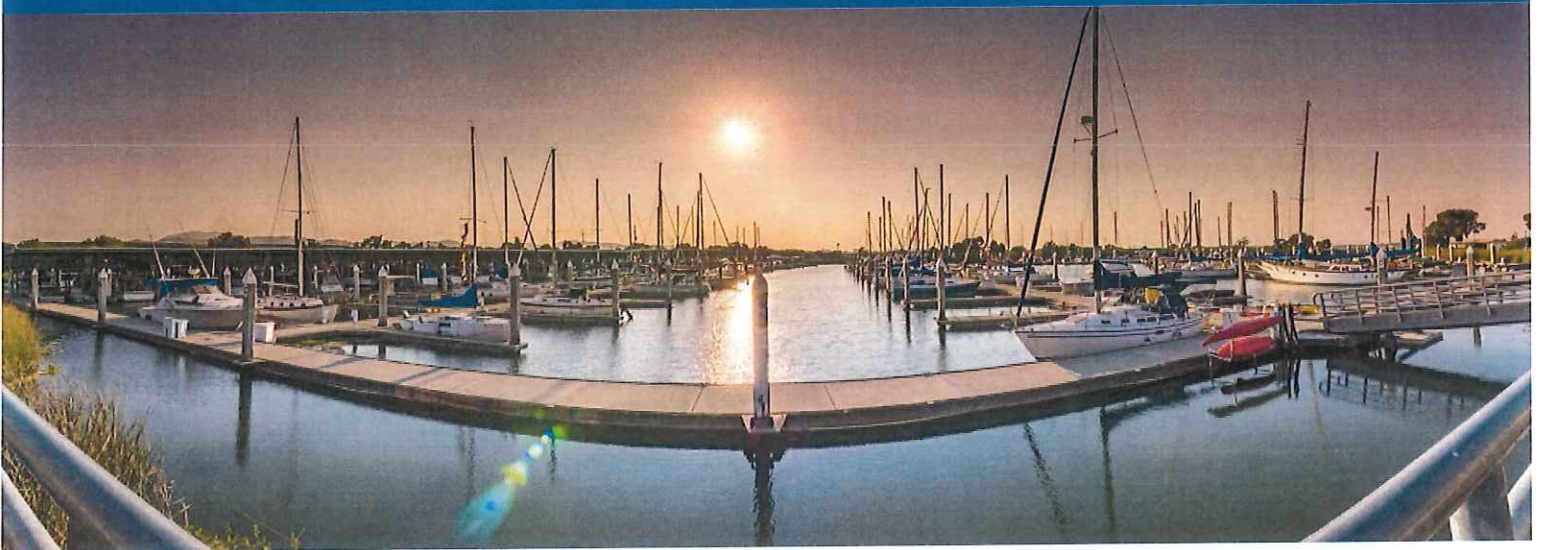
² Bay Area Climate Change Regional Report – California's Fourth Climate Change Report

access a variety of federal and state funding to achieve the goals laid out in the Consolidated Plan. Funding includes the Community Development Block Grant (CDBG), HOME Investment partnership funding, and such other community development funds as may become available. By aligning CARP actions with CDBG funds, the City of Antioch can secure and utilize federal and state funding to increase community resilience for vulnerable populations over the next five years.

Over the next five years however, changes will continue. New technologies will develop, new understandings of the coming climate changes will materialize, and new solutions to address these changes will emerge. As such, the Climate Action and Resilience Plan will be a living document. The City of Antioch will continue to add new insights into the Climate Action and Resilience Plan to keep the document updated and informative. The next edition of CARP will align with the next 5-year Consolidated Plan to ensure continuity in the resilience building process.

This document informs the Antioch community of climate risks, and provides understanding as to how they can motivate the creation of an economy that produces low levels of carbon emissions (known as a low carbon economy). This document explores policies and programs that can help the community prepare for more natural hazards, scarcer resources, and infrastructure disruptions. Together, Antioch businesses, residents, employees, and City staff can build a resilient community and support each other in the face of these challenges.





Why Act?

More and more jurisdictions around the world have declared Climate Emergencies: from cities, to countries, to worldwide organizations. Across the world, over 1,000 Climate Emergencies have been declared in the last decade. Over 800 million people are living in areas that are now considered to be in a climate emergency. In the United States alone, 65 Climate Emergencies were announced in 2019.³

Antioch has not yet been severely affected by the effects of climate change. At this point, the city has only experienced moderately hotter weather during the summer, and some short-lived air quality issues from more intense fire seasons. Antioch will not, however, escape the consequences of climate change forever. As more emissions are released into the atmosphere and stored within, more natural changes will occur. These changes will strain the health and safety of Antioch communities.

There is still time to stem the tide of climate change. The City of Antioch has opportunities to build resilience in the community, and this document aims to discover and explore these opportunities. Through this process, the CARP strives to help facilitate community resilience, to ensure that Antioch communities are both prepared for the changes to come, and to help reduce the future impact and scale of those changes.

We hope you will join us in making Antioch safer, healthier, and more resilient now and in the future.

³ International Climate Emergency Forum (ICEF) - <https://docs.google.com/spreadsheets/d/1tb-LkIFWLujYnjmCSvCWRcLUJCCWAL27dKPzVcFq9CQ/edit#gid=0>

Goals of the CARP

Antioch's Climate Action and Resilience Plan (CARP) operationalizes, in the context of climate resilience, the City's Vision to create bright opportunities for families to grow, offering places to plan, enabling businesses to thrive and cultivating a unique downtown experience. It encourages residents and businesses to conserve resources, prepare for the future, and increase the "livability" of the City of Antioch.



What does it mean for a community to be more "livable"? Livability is an important concept in the field of planning. In general, livability is defined by the quality of life, and measured by such factors as access to fresh water, food, housing, transport, health care, education, and a safe and stable environment. AARP says that "A livable community is one that has affordable and appropriate housing, supportive community features and services, and adequate mobility options, which together facilitate personal independence and the engagement of residents in civic and social life."

HUD, collaborating with the Partnership for Sustainable Communities, established six livability principles that guide funding investment for the major departments of the federal government. They are:

1. **Provide more transportation choices.** Develop safe, reliable and economic transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.
2. **Promote equitable, affordable housing.** Expand location- and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility and lower the combined cost of housing and transportation.
3. **Enhance economic competitiveness.** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services, and other basic needs by workers as well as expanded business access to markets.
4. **Support existing communities.** Target federal funding toward existing communities – through such strategies as transit-oriented, mixed use development and land recycling – to increase community revitalization, improve the efficiency of public works investments, and safeguard rural landscapes

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5. **Coordinate policies and leverage investment.** Align federal policies and funding to remove barriers to collaboration, leverage funding and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.
6. **Value communities and neighborhoods.** Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods – rural, urban or suburban.

The Antioch Climate Action and Resilience Plan (CARP) aligns with federal and state guidelines, and various City plans to best position the City to access funding opportunities to increase the livability of the City over the next five years.

The CARP's primary strategies to accomplish short and long-term livability are based on resilience, sustainability, and equity:

- Begin building **resilience** by preparing Antioch for the coming changes associated with a warming climate to ensure that Antioch is a livable city in the near and distant future.
- Begin the process of transitioning Antioch to long-term **sustainability** through actions that support an economy and environment that can remain healthy for generations to come.
- Promote **equity**, the idea that those most vulnerable need the most support, by prioritizing the needs of populations most vulnerable to negative effects of climate change and by ensuring the healthy inclusion of disadvantaged populations into a sustainable economy. Assessing community-driven equity impact for each action can ensure that all actions support the goal of expanding equitability in the Antioch community.

The concepts of resilience, sustainability, and equity are deeply connected and work together to support livability for all in a community. A community that is more equitable will be more resilient to natural hazards and more holistically sustainable. A community that is more environmentally and economically sustainable is more likely to be resilient to strains on its systems.

The principles outlined in this document are important for Antioch community members, community leaders, and business owners. The Antioch community will need everyone's support and participation to build a resilient, sustainable, equitable, and livable city.



Livable

Maintain a healthy, happy, and safe population, environment, and economy now and in the future.

Equitable

- Job opportunities for all Antioch residents
- Financial security (rent, utilities, and food) for all Antioch residents
- Removal of barriers to economic, political, and social participation for vulnerable populations

Resilient

- Prepared for the emergency situations
- Ability to quickly recover from hazard occurrences
- Ability to maintain economic and social stability through major strain

Sustainable

- Low carbon, low waste economy
- Local, green, and decent paying jobs
- Protection the natural environment and preservation of natural and environmental services

Community Outreach for the CARP

The process of developing the Climate Action and Resilience Plan required community participation. To gather input from the community, the City of Antioch conducted two workshops, a community survey, and hosted a period of public document review. Together, the City was able to gather the opinions of over 200 community members. Participating community members represented everybody from local nonprofits, to those in Antioch's public sector, to members of Antioch's business community, to the population of retired residents. While the information and expertise from the community was invaluable, the City will continue working to improve engagement for the development of the next edition of the Climate Action and Resilience Plan.

The community outreach process revealed a particularly high need for hazard preparedness and education, increased energy security, and more effective public transit infrastructure. The City will focus on the priorities of the community as they have been expressed throughout the process of engagement.

Highlighted Quotes:

- "Antioch research potential locations for microgrids"
- "bike lockers - for safe storage of bikes when you arrive at destination - at the least = city hall, libraries, all public buildings"
- "Better and more direct bus routes to Bart Station"
- "Find way to help fund low energy use house to still qualify for solar rebate"
- "have low-income weatherization program, include some way to provide insulation - particular older homes"
- "Please encourage local businesses to switch any disposable materials to COMPOSTABLE materials"



Aligning the CARP with Existing and Future Plans

Antioch does not face these challenges alone. Other jurisdictions have their own goals, plans, and projects to address the climate challenge. Because climate change does not begin and end at City borders, and because the social and economic effects of climate change will be felt on a wide scale, Antioch can work in tandem with its local, regional, and statewide partners to strengthen community resilience.

Furthermore, the City of Antioch has priorities that go beyond the scope of climate change. However, the issue of climate change touches many different industries, locations, and social systems. To ensure continuity within the City, the Climate Action and Resilience Plan aligns with the General Plan, the Local Hazard Mitigation Plan, The 5-year Consolidated Plan, and the Vision and Strategic Plan.

State Goals and Action

The State of California has set ambitious greenhouse gas emissions targets for the next 30 years. The State has implemented policies, spanning from renewable energy procurement to sustainable transportation planning, that help it achieve its goals. Aligning with the state can help the City secure funding for projects to improve the livability of its communities.

SB 32 and AB 32 have outlined goals for the state's greenhouse gas emissions reductions:

- AB 32 (2006): Limit greenhouse gas emissions to 1990 levels by 2020
- SB 32 (2016): Limit greenhouse gas emissions to 40% of 1990 levels by 2030

State Assembly and Senate bills over the last 20 years have supported greenhouse gas efforts that have helped Antioch reduce its own carbon footprint:

- SB 350 (2015): Increase California's renewable energy portfolio to 50% and double statewide energy efficiency savings and natural gas by 2030
- SB 100 (2018): Requires the state to procure 60% of all electricity from renewable sources by 2030 and 100% from carbon free sources by 2045.
- SB 375 (2008): Lays out greenhouse gas emission reduction targets for passenger vehicles
- AB 1493 (2002): Required the first set of greenhouse gas emission standards for passenger vehicles
- SB 1383 (2016): Requires reductions in emissions of short-lived climate pollutants (such as methane) by 40-50% below 2013 levels by 2030
- AB 2514 (2010): Requires electric utilities to install minimum levels of grid-scale energy storage infrastructure

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Contra Costa County Climate Goals

The effects of climate change and natural disasters do not end strictly at the borders of one jurisdiction or another. Aligning City goals with County goals can facilitate a more efficient allocation of funding and resources to address climate challenges.

Contra Costa County is currently in the process of developing its Climate Action Plan (CAP). The City of Antioch has been working with the County to ensure that the concerns and perspectives of Antioch communities are addressed, and to solidify continuing regional collaboration.

Alignment with City of Antioch Strategies and Plans

The Climate Action and Resilience Plan (CARP) aligns with Antioch's other plans and goals. As a living document, the CARP will be updated to reflect ongoing additions to other city planning documents as they occur.

The City of Antioch has recently released its **Strategic Vision and Plan**, which lays out goals, priorities, and recommendations for the City from 2019 to 2029. The Climate Action and Resilience Plan aligns its strategies and goals with the Strategic Plan in the following areas:

- Beautification and Urban Forestry
- Mobility Plan Development and Active Transportation
- Municipal Center and community engagement
- Expansion of solar projects
- Youth programs for improved public health and workforce development

The CARP also aligns with the City of Antioch's 5-year **Consolidated Plan**. Alignment with the Consolidated Plan is necessary to help secure funding to address housing and environmental issues in Antioch's low-income communities. Among the goals of the Consolidated Plan is to improve the quality of the housing stock, expand access to government for low-income and non-English speaking populations, and to promote affordable housing for low to middle income residents.

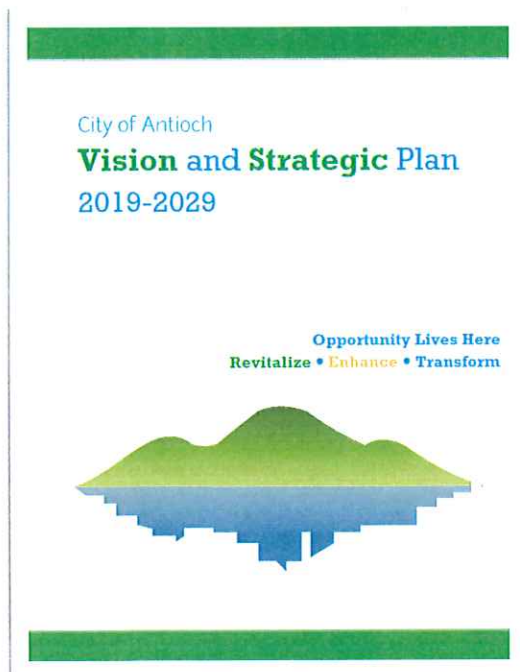
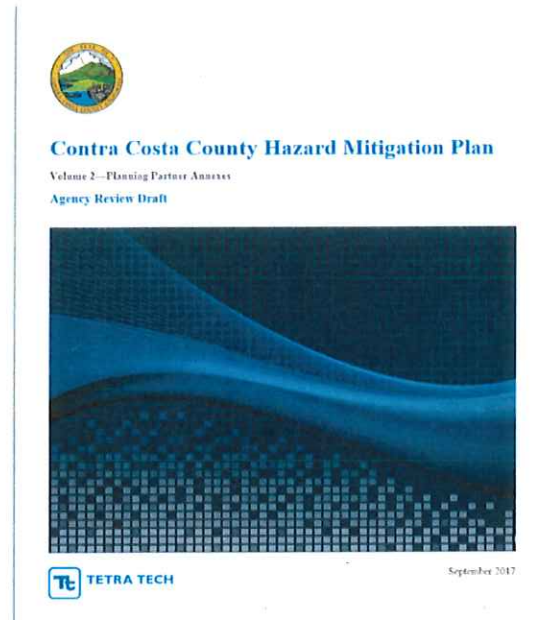
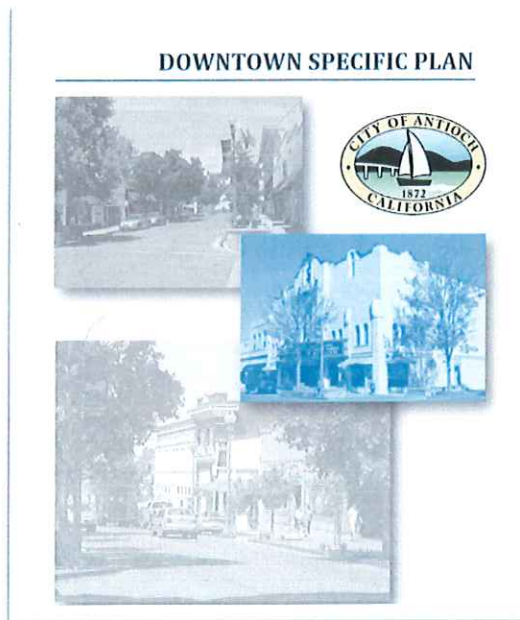
The **Downtown Specific Plan** outlines strategies to make Antioch's downtown area more sustainable and more attractive for local business. The Climate Action and Resilience Plan lays out strategies that aim to increase bicycle use and connectivity and encourage local business and community vibrancy in the downtown area.

In many ways, Contra Costa County's **Local Hazard Mitigation Plan** (LHMP) functions as a basis for the Climate Action and Resilience Plan. The LHMP complies with State legislation in **SB 379**, which requires counties and cities to consider the risk of climate

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change in safety element documents. The CARP expands on analyses done in the LHMP by focusing on the impact of climate change on Antioch communities and by proposing actions to address these challenges.

The Climate Action and Resilience Plan will remain updated as more local and regional plans are published.



A Path Toward Resilience

The primary goal of the Climate Action and Resilience Plan is to provide tools for the City of Antioch and the Antioch community to build community resilience to climate challenges.

The Asian Pacific Environmental Network (APEN) defines community resilience as “the ability of communities to withstand, recover, and learn from past disasters to strengthen future response and recovery efforts”.⁴ Within the context of climate change, gradual, longer-term hazards such as extreme heat increases and drought fall under the umbrella of disaster. Key elements of effective community resilience include resilient built environments, resilient economies, and resilient natural systems.

Actions that build resilience have benefits that fall into three broad categories: **adaptation** to climate related changes, **mitigation** of greenhouse gas emissions, and **community development** for building strong communities that can withstand the climate challenge.

Adaptation to climate change refers to actions that will directly help prepare communities for the effects of climate change. Adaptation measures focus largely on the making sure human populations, built environments, and natural resources are prepared for increased strain. Examples of adaptation include installing green infrastructure to limit the destruction of floods and securing backup water supplies that can support the population in times of drought.

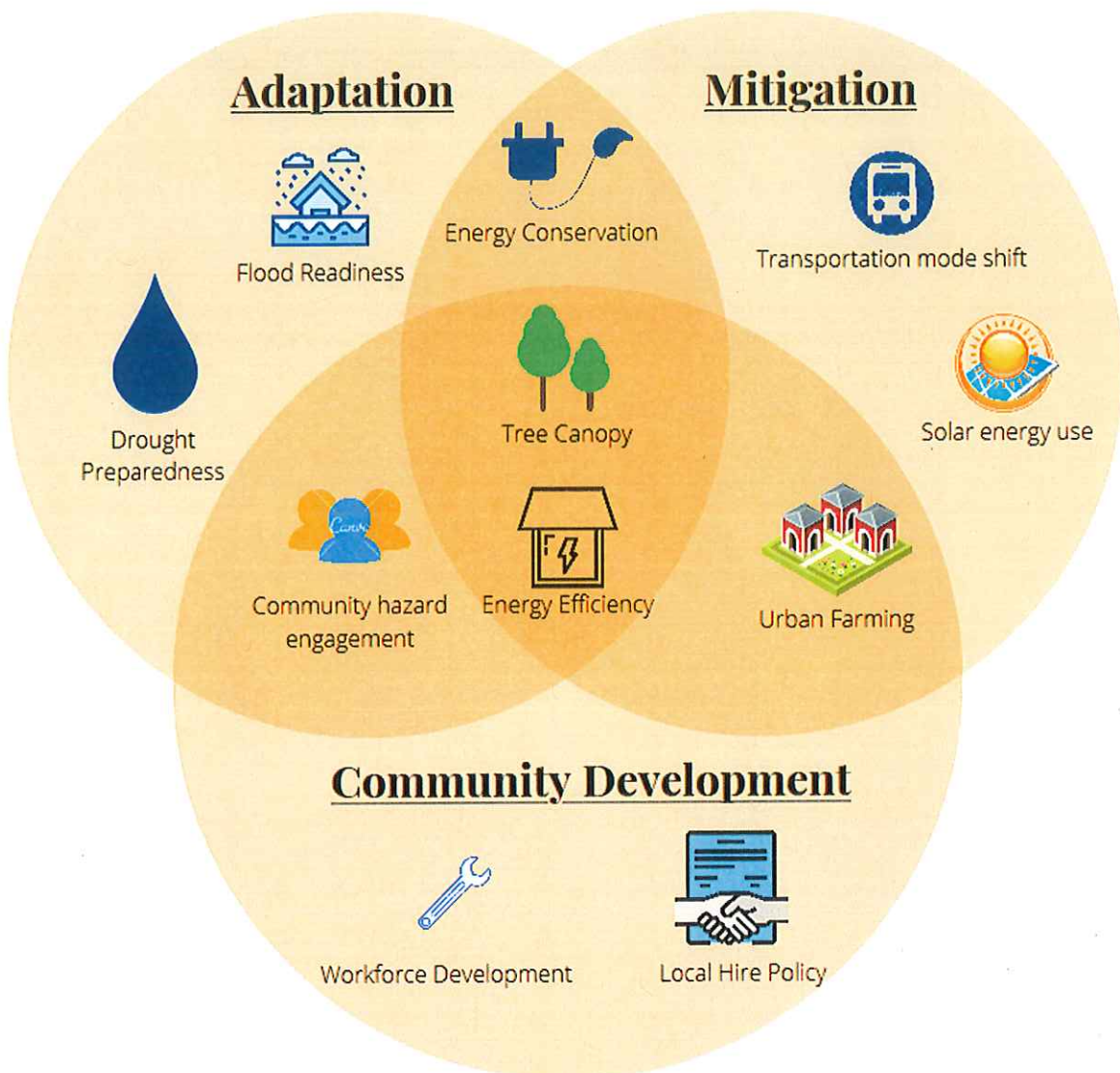
Mitigation of greenhouse gas emissions refers to the act of reducing the greenhouse gas emissions from the community. Because long-term environmental sustainability relies on reducing greenhouse gas emissions, mitigation has been the traditional instrument of Climate Action Plans. Recent impacts of climate change have brought the necessity of including climate adaptation into focus. While a discussion of mitigation alone is no longer sufficient to address the climate challenge, it remains vitally important in order avoid catastrophic climate changes in the future. Examples of mitigation include reducing single driver vehicle use and decreasing natural gas use in the built environment.

Community development actions build resilience by improving the strength of economic and social systems that may be strained by climate change. Establishing strong and equitable economic conditions and communication networks that encourage engagement and participation in the community are necessary to strengthen resilience. Improving the health of residents also contributes to the resilience of communities by reducing the stress and financial repercussions of poor health. Because social and

⁴ APEN Mapping Resilience Report - https://apen4ej.org/wp-content/uploads/2019/10/APEN-Mapping_Resilience-Report.pdf

economic conditions play a large role in a community's ability to address challenges, community development is a crucial aspect of climate policy.

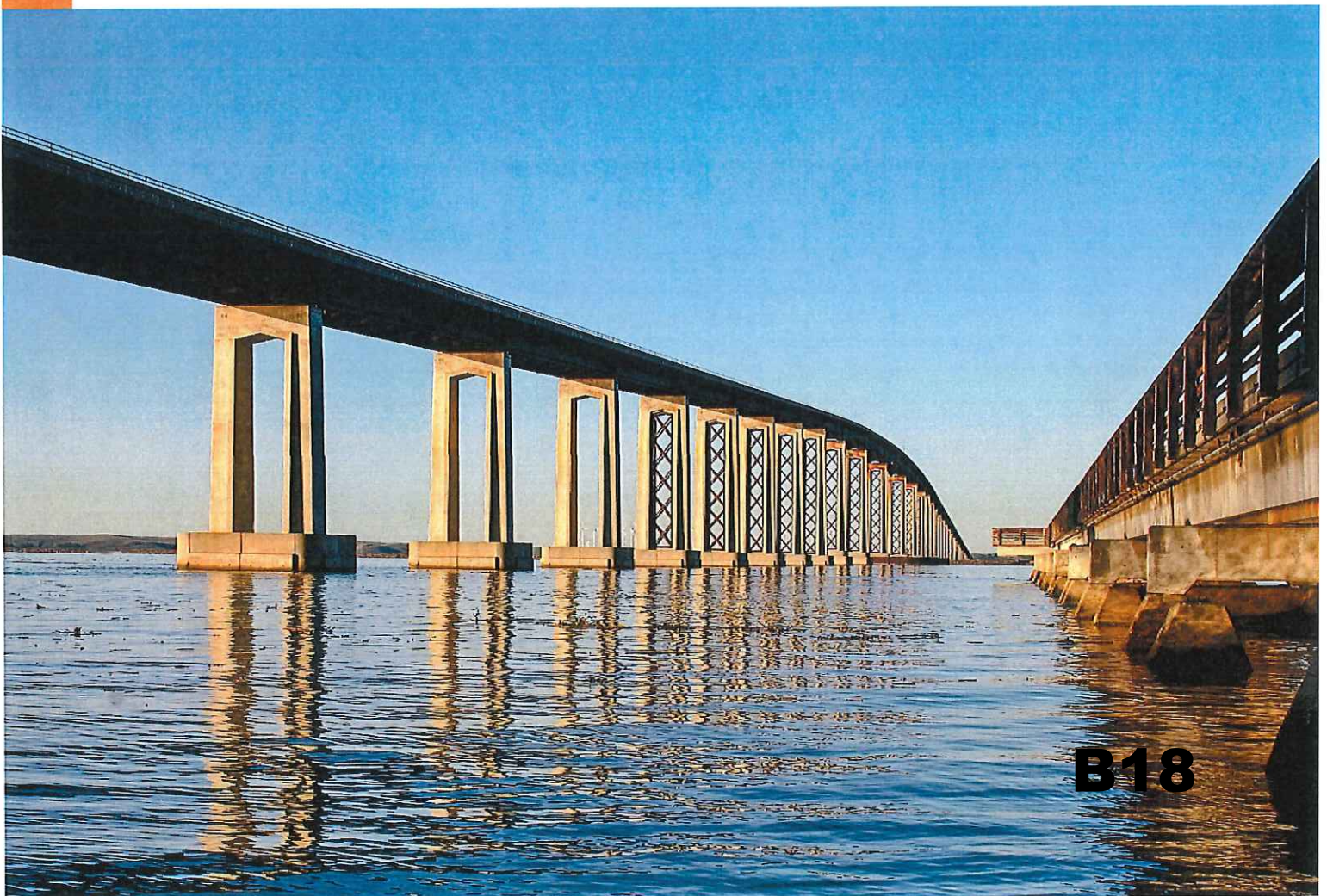
Many actions proposed in this document provide benefits beyond the boundaries of a single categorization. For example, energy efficiency improvements in homes can help reduce energy use and energy production emissions, while helping people adapt to warmer temperatures by improving insulation from outside elements. Antioch's CARP actively seeks actions that can provide multiple benefits for the Antioch community.



Adaptation

Climate change will touch many aspects of society. According to the Bay Area Climate Change Regional Report, climate change will increase the likelihood of certain hazard occurrences, disrupt social systems, and damage built environments such as transportation nodes and energy distribution pipelines. Many of these changes will occur in wide regional areas, and will require a coordinated planning process. It is important that the City both participate in these planning processes and consider the ways regional disruption will affect local communities.

Antioch also faces specific, localized hazards whose frequency and impact will likely increase due to climate change. The 2018 Local Hazard Mitigation Plan began the analysis of how hazards might impact the Antioch community. However, hazard risks do not remain static, especially considering the intensification of climate change. This Climate Action and Resilience Plan continues the hazard planning process.



The table below outlines current hazard risks as laid out by the
Local Hazard Mitigation Plan:

| Table 1 – Antioch Hazard Risk Ranking ⁵ | | | |
|--|-----------------------|---|----------|
| Rank | Hazard Type | Risk Rating Score (Probability x Impact) | Category |
| 1 | Earthquake | 48 | High |
| 2 | Severe weather | 30 | Medium |
| 3 | Landslide | 27 | Medium |
| 4 | Flood | 18 | Medium |
| 5 | Drought | 9 | Low |
| 6 | Dam and levee failure | 6 | Low |
| 6 | Wildfire | 6 | Low |
| 6 | Sea level rise | 6 | Low |

The current rating associated with each hazard reflects the current risks posed by each hazard. The frequency and magnitude of some hazards, however, is likely to increase in the upcoming years due to the effects of climate change. The number of severe heat days, for example, will substantially increase by 2050, and drought is expected to become more common and severe.

Though climate change was incorporated into the hazard mitigation planning process, projecting the future impacts of climate change was beyond the scope of that plan. This adaptation section builds on the work of the Local Hazard Mitigation Plan by outlining future vulnerabilities that will become apparent over the coming years.

⁵ Contra Costa County Local Hazard Mitigation Plan Volume II

Extreme Heat

Antioch is already one of the warmest communities in the Bay Area region and is expected to see further heat intensification. The Bay Area's average annual maximum temperature increased by 1.7°F (0.95 °C) from 1950-2005, and is expected to continue warming in the range of 3.3°F by mid-century under low emissions, and 4.4°F under high emissions. By 2100, average temperatures could increase by 7.2°F to 10.0°F, causing severely climate disrupting consequences.⁶ To support energy security and public health, the City will address the effects of extreme heat.

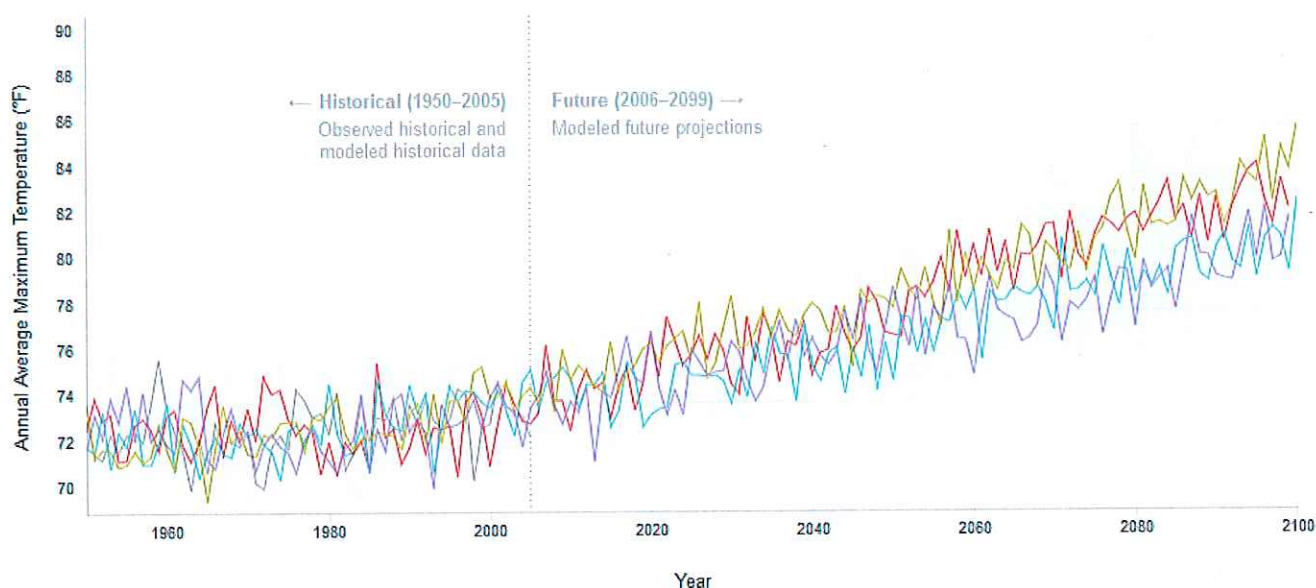
Average yearly number of extreme heat days in Antioch⁷:

| | (Historically (1971-2000)) | BAU Midcentury (2036-2065) | BAU Late Century (2070 -2099) | With Bold Action (2°C) |
|---------------------------|-------------------------------|-------------------------------|----------------------------------|---------------------------|
| Days Over 90 | 31 | 72 | 110 | 64 |
| Days over 100 | 3 | 19 | 44 | 13 |
| Days over 105 | 0 | 7 | 22 | 4 |
| Off the charts Days (127) | 0 | 0 | 2 | 0 |

Cal-Adapt Antioch Annual Average Maximum Temperature Projections⁸

Modeled Variability (range of annual average values from all 32 LOCA downscaled climate models)

■ Observed (1950-2005) ■ HadGEM2-ES (Warm/Drier) ■ CNRM-CM5 (Cooler/Wetter) ■ CanESM2 (Average) ■ MIROC5 (Complement)



⁶ Bay Area Climate Change Regional Report – California's Fourth Climate Change Report

⁷ Union of Concerned Scientists Killer Heat (with business-as-usual and bold action emissions scenarios)

⁸ Cal-Adapt projections (under a high-emissions scenario): <https://cal-adapt.org/tools/annual-averages/>

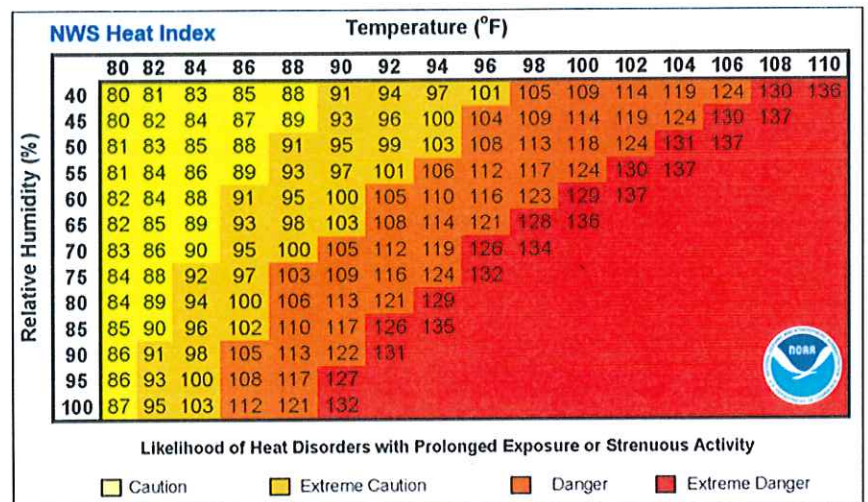
Financial Impacts of Extreme Heat

Adapting to extreme heat requires time and money. Communities with already high housing burdens are likely to suffer the greatest consequences, as lower income residents have few resources to spend on the installation of air conditioning or the increased energy bills associated with its use. Furthermore, almost half (46%) of the Antioch housing stock was built before 1980.⁹ These structures are unlikely to have effective insulation, which increases pressure on the cooling systems to maintain a cool temperature. Because homes with low insulation levels are unable to hold the cold air generated from air conditioning systems, the costs associated with cooling can increase drastically. High levels of air conditioning use on a macro scale can also strain the electrical grid, which can result in even higher energy costs as dynamic pricing attempts to deter users from using electricity during times of high demand.

Health Impacts of Extreme Heat

Extreme heat can increase the likelihood of heat stroke, heat exhaustion, and even cause heat-related death. In Antioch, heat waves and the number of excessive heat days are likely to intensify in the coming years. Excessive heat can lead to severe health impacts and associated costs. According to the California Department of Public Health, the 2006 summer heat wave in California led to the deaths of over 140 people, many of whom were elderly.¹⁰

Source: NWS, 2016



⁹ Antioch Housing Element

¹⁰ California Department of Public Health

Summary of Effects of Climate Change on Extreme Heat

- Drastic increase in severe heat days and increased frequency and magnitude of heat waves
- Increase in health events and energy costs associated with extreme heat events

Most Vulnerable Communities

- Low-income communities
 - Communities without access to sufficient healthcare
 - Communities without access to air conditioning
 - Communities that are energy insecure
- Elderly populations
- Communities in Urban Heat Islands and with little tree canopy
- Outdoor workers
- Active transportation commuters
- Populations with cardiovascular or respiratory conditions
- Unsheltered persons

Adapting to Extreme Heat

The City of Antioch can address extreme heat by promoting both financial security and public health in indoor and outdoor environments.

Financial security and health are strongly linked in the indoor environment. High costs of energy bills, especially as indoor cooling becomes more prevalent, restrict people from making their homes healthy and comfortable. The City can support weatherization efforts to increase insulation and energy efficiency to support household health and decrease energy demand. Weatherization efforts, which include improving roof insulation, installing duct sealing, and replacing old, inefficient HVAC equipment with newer, more energy efficient equipment, can substantially increase the resilience of homes to outside conditions.

Maintaining public health in the outdoor environment requires a different approach. Increasing tree canopy is one way to address extreme heat in the community at-large.¹¹ Tree canopy can provide shade and can reduce the Urban Heat Island (UHI) effect

Urban Heat Island (UHI): The Urban Heat Island effect explains the phenomenon that cities and urban areas are generally warmer than their rural surroundings. **U.S. EPA definition:** "As cities develop, more vegetation is lost and more surfaces are paved or covered with buildings. The change in ground cover results in less shade and moisture to keep urban areas cool. Built-up areas also evaporate less water, which contributes to elevated surface and air temperatures." Properties of urban materials, such as the level at which these materials reflect, store, and emit the sun's energy, help determine the intensity of the urban heat island effect.¹⁰

¹¹ United States Environmental Protection Agency

through evapotranspiration. The City can prioritize tree planting in areas along bicycle and pedestrian avenues to provide safe active transportation for the Antioch community. The City can also prioritize tree planting in areas with high percentages of outdoor workers to maintain worker health and safety.

Another way to address the Urban Heat Island effect is by cooling the built environment through the use of cool roofs on buildings and cool pavements on streets. Cool roofs and pavements use materials that reflect more solar energy than typical materials, which help cool indoor and outdoor environments.¹²

The City of Antioch can further explore how to encourage implementation of appropriate cool surfaces in areas that have high UHI and in areas that are expected to see high levels of development in the coming years. The California Heat Assessment Tool (CHAT) provides a mapping of the urban heat island effect in Antioch by census tract.¹³

Proposed Actions

1. Support energy efficiency upgrades in homes
 - a. Continue outreach for BayREN programs, which provide rebates for energy efficiency improvements
 - b. Partner with Habitat for Humanity to promote weatherization upgrades in the Housing Rehabilitation program, including installation of energy efficient air conditioning, HVAC, and insulation.
2. Partner with and promote the County Weatherization program for extremely low-income residents, which will help to leverage additional HUD funding:
 - a. Provide assistance to residents in filling out and submitting required paperwork
 - b. Increase outreach for the County's Weatherization program.
 - c. Provide a City of Antioch subsidy to increase access to residents with incomes up to 80% of the area median income (AMI) (presently the program only serves up to about 40% AMI.)
3. Increase in green infrastructure and reflective surfaces in the built environment
 - a. Explore mandate on new development requiring holistic review of energy efficiency (explore CalGreen Tier 1 reach code)
 - i. Develop guidelines for floor-to-area ratio bonuses and other incentives if developers comply with CalGreen Tier 2 requirements
 - b. Plant trees in necessary areas, such as those with low tree canopy and high UHI effect

¹² U.S. Environmental Protection Agency. 2008. Reducing urban heat islands: Compendium of strategies Draft. <https://www.epa.gov/heat-islands/heat-island-compendium>.

¹³ California Heat Assessment Tool (CHAT)

4. Increase number of cooling centers and conduct analysis into best locations for new cooling centers
5. Consider the use of cool pavements when repaving and paving roads in appropriate areas
 - a. Determine procurement guidelines for pavements based on Environmental Product Declaration (EPD) when available

Flooding

The combination of sea level rise and increased likelihood of extreme storms make future flooding in Antioch more likely. While large scale flooding is a longer-term concern, sea level rise is expected to substantially increase flooding intensity in the foreseeable future. Sea levels have already risen by 20 cm in the last 100 years, and by the end of the century, they may rise up to 2- 3 meters.¹⁴ Under these conditions, a large storm would damage a portion of the north Antioch shoreline.

Flood mapping from Adapting to Rising Tides (ART) maps areas that are at risk from coastal flooding from sea level rise. Flooding can contaminate housing stock with toxins from impaired water and can spread hazardous materials into homes.¹⁵ Flooding also has the potential, especially on ground level, to result in substantial property destruction. Single-story single-family homes in flood-risk areas are the most vulnerable structures. The City will explore flood mitigation strategies in these areas.

Adapting to Rising Tides flood mapping project illustrates that flooding along the Delta will disproportionately impact Antioch's lower income communities on the northern side of Highway 4.¹⁶ The San Francisco Bay Conservation and Development Commission (BCDC) has developed community vulnerability mapping to highlight who will be most affected by future flooding.¹⁷ The results place multiple communities in northern Antioch in the highest vulnerability category due to social factors and health factors.

Health impacts related to flooding are associated with releases of hazardous waste and water contamination. Many of Antioch's lower-income communities are located near hazardous materials sites. Floods can spread hazardous material contamination of air, water, and soil to nearby communities. Even without the presence of hazardous waste facilities, contaminated water, also known as impaired water, contains toxins that can spread due to flooding. Delta water on the north coast of Antioch is considered impaired, and the projected flooding is likely to result in health impacts from the spread of contaminated water.¹⁸ Many communities in the areas that are at risk of flood do not have the financial ability to adequately address these issues.

While Antioch is somewhat removed from the most immediate and destructive impacts of sea level rise, the Antioch community will still feel the effects of sea level rise across the Bay Area. Many Antioch residents rely on jobs in areas that are at flood-risk, from Martinez to West Contra Costa County to Alameda County, to San Francisco. Over 100,000 jobs may need to be relocated by 2100 across the Bay Area.¹⁹ Sea level rise can also threaten certain coastal transportation nodes, such as highways like I-80 and

¹⁴ Bay Area Climate Change Regional Report – California's Fourth Climate Change Report

¹⁵ Cal Enviroscreen 3.0

¹⁶ Adapting to Rising Tides

¹⁷ Bay Conservation and Development Commission (BCDC) Community Vulnerability Map

¹⁸ Cal Enviroscreen

¹⁹ BCDC Short Report on Bay Area Flooding

rail lines that serve the Caltrain and Amtrak networks. Over 5 million daily trips may need to be rerouted by 2100, further stressing the Bay Area transportation network.²⁰ Regional housing capacity may also suffer. Nearly 13,000 housing units are located in areas at risk of sea level rise and may be uninhabitable by 2100.²¹ The current housing crisis is likely to worsen as a result of potentially diminished housing supply in certain coastal areas. Working with regional entities and other cities can help the City prepare for the regional stresses accompanying sea level rise induced flooding.

Summary of Effects of Climate Change on Flooding

- Decreasing snowpack and altered precipitation patterns, such as more rain and less snow, may disrupt stream flows and create **greater flood risk in winter**
- **Increase in risk of dam and levee failure** as rising tides put more pressure on those systems
- **Disruption of water supply and water quality** due to changing precipitation and runoff patterns
- **Increase of flood risk on inland water bodies** due to increase of severe storms
- Rising groundwater may **increase the risk of soil liquefaction**

Most Vulnerable Communities

- Populations living in single story residences in flood prone areas
- Communities with nearby flood-prone waste facilities
- Populations that rely on at-risk transportation routes for work
- Non-English speaking populations
- Populations at risk of housing displacement

Projections

BCDC’s Adapting to Rising Tides study has mapped the area of Antioch that is at risk of major flood damages over the course of the next 80 years (see appendix for larger images). These mappings can help inform future development in flood prone areas and can help educate people on the risks they may face in the coming years.²²



²⁰ BCDC Report on Bay Area Flooding
²¹ BCDC Report on Bay Area Flooding
²² Adapting to Rising Tides Flood Projections

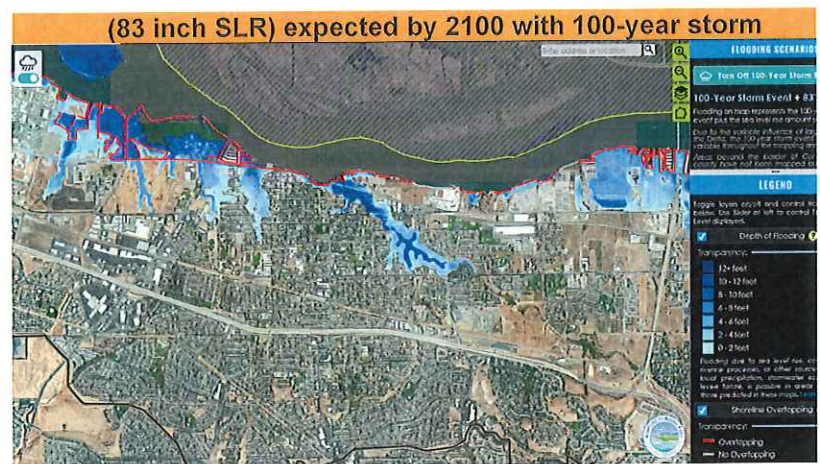
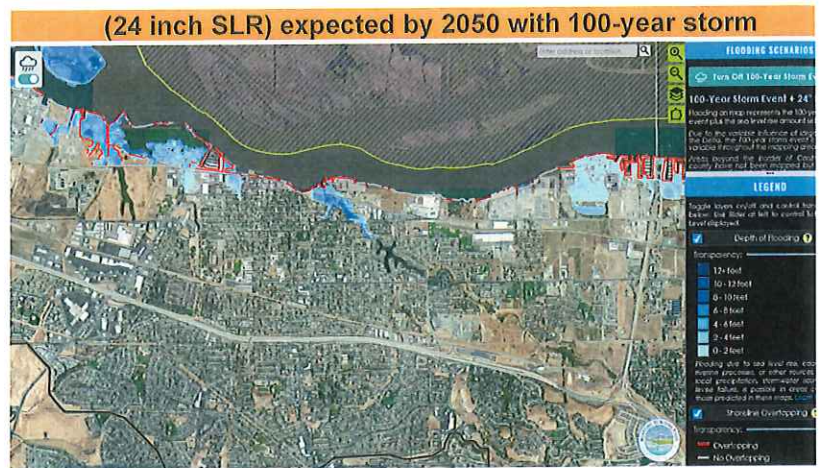
Adapting to Increased Flooding

Though large-scale flooding is a longer-term concern, the City of Antioch can begin preparing for its effects. Public health, property disruption, and economic fallout of severe flooding are important issues to address.

Ensuring quick and effective evacuation measures are necessary in the case of a major flood. The City's Emergency Operations Plan has laid out plans for evacuation. Expanded outreach to community members, especially those without access to broadband, smartphone and computer technology, and those without English language skills will make crisis response more equitable and effective.

The City can begin building flood resilience by strengthening the built environment. In Antioch, a scenario in which high tide is combined with a large storm is expected to cause more widespread flood damage. Porous pavements can absorb stormwater to mitigate flood impact. Testing of porous pavements has shown that they can absorb up to 90% of stormwater runoff.²³ Bioswales, rain gardens, and other examples of green infrastructure can also help absorb rainwater and reduce flood impact.

Coastal flooding along the Delta and the San Francisco Bay shorelines will have regional effects. Regional flooding affects Antioch most clearly through economic disruption. Important transportation infrastructure, such as coastal rail lines and highways, are at risk of disruption. Job sites along the Delta coastline may become impossible to access. By continuing to work with regional partners, such as Adapting to Rising Tides and the Delta Stewardship Council, the City can ensure that it is prepared for the potential economic fallout associated with severe flooding in the Delta-Bay area.



²³ EPA Urban Heat Island Compendium of Strategies

Proposed Actions

1. Take flood areas into consideration when proposing new development
 - a. Require flood management proposal when development is proposed in flood-prone area
2. Expansion of green infrastructure for stormwater management purposes
 - a. Explore inclusion of bioswales and other stormwater management infrastructure in flood-prone areas as a part of the Urban Forestry Plan
3. Coordinate regionally with groups such as Contra Costa Transportation Authority (CCTA) and Tri Delta Transit to ensure transportation continuity in emergency situations
4. Coordinate regionally with housing and development agencies to prepare for potential housing stresses caused by flooding
5. Continue participation in the Adapting to Rising Tides Initiative and in Delta Stewardship Council's *Delta Adapts* project, which will include comprehensive flood mapping

Earthquake

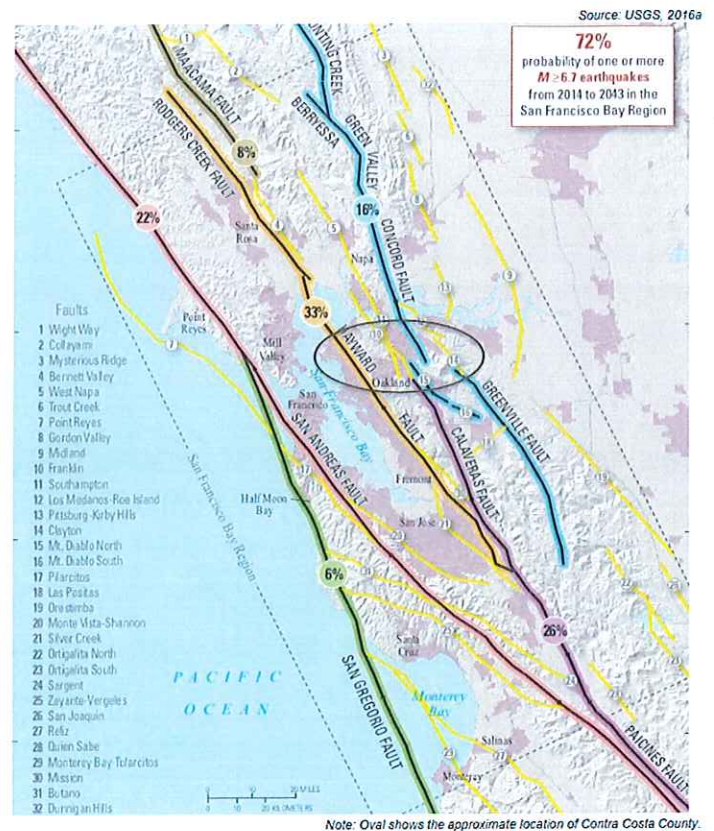
Analysis provided by the United States Geological Survey (USGS) suggests a high likelihood that the Bay Area will experience an earthquake by 2050. The Hayward Fault is the most likely to experience an earthquake, while the Greenville fault is projected to be the most destructive for Antioch communities in a 7.0 earthquake event. While not located directly along a particular fault line, Antioch remains susceptible to destruction from earthquakes along numerous fault lines. Probable damages in Antioch from a 7.0 Earthquake from any of the nearby fault lines range from over \$200,000,000 (Calaveras) to nearly \$540,000,000 (Greenville).²⁴

Summary of the Effects of Climate Change on Earthquakes

- Soil saturation and liquefaction in the case of earthquake, leading to **higher risk of landslide** and **potential of contamination of groundwater supply**
- **Increased risk of dam failure** due to seismic events and changing water patterns

Most Vulnerable Communities

- Low-income residents living in at-risk buildings
 - Households without earthquake insurance (only 10% of homeowners and 5% of renters have an earthquake policy)²⁵
- Populations that rely on at-risk transportation routes
 - The Pittsburg-Antioch highway and State Highway 4 are both considered to be at-risk to earthquake due to liquefaction risk²⁶
- Disabled and elderly populations that may have difficulty evacuating
- Populations without automobile access
- Non-English speaking populations



²⁴ CCC Hazard Mitigation Plan Volume 1

²⁵ Bay Area White Paper on Earthquake Residential Damage and Displacement

²⁶ CCC Local Hazard Mitigation Plan

Adapting to the Earthquake Hazard

Earthquake resilience requires the **ability to prepare, react, and rebuild**. Earthquakes can be among the most damaging natural disasters, both in the cost of human lives and in property destruction. Preparation includes community engagement, such as informing the public on hazard risks and how they can prepare for earthquake occurrence, and making structures more earthquake safe. Prioritizing older structures and multifamily housing buildings can be an efficient use of potential retrofit funds. Successful preparation makes the ability to react, due to heightened public awareness, and rebuild, due to the destruction of fewer buildings, significantly easier.

Earthquake resilience requires planning, but is also dependent on the reaction in the immediate aftermath of an earthquake. Plans for the interim housing of people who have lost their homes is a crucial aspect of earthquake planning. The City can work with regionally with Contra Costa County to pool resources in the interim housing process.

The rebuilding process in the aftermath of an earthquake can be a costly one, and requires coordination among entities at the regional and state level. The City of Antioch can work with regional partners at the County to ensure that the rebuilding process doesn't end on city borders.

Proposed Actions

1. Conduct analysis of the housing stock for earthquake vulnerability
 - a. Focus efforts on multifamily structures that house many people
 - b. Research retrofit programs for at-risk structures
2. Develop plans for post-earthquake housing and recovery with the Office of Emergency Services (OES)
 - a. Determine short-term shelters and interim housing
 - b. Explore transportation options for evacuation
3. Build earthquake resilience into development code for new upgrades and new development
 - a. Require qualifying buildings to have shelter-in-place credentials in order to build interim housing capacity in earthquake aftermath
 - b. Allow usage of transfer tax on sale of homes for earthquake safety retrofit
4. Increase community outreach on preparation for earthquake and recovery plans
5. Coordinate with people in the County involved in regional transportation and housing to ensure continuity in emergency situations
 - i. Contra Costa County Office of Emergency Services
 - ii. Contra Costa Transportation Agency (CCTA)
 - iii. Contra Costa County Housing Authorities

Air Quality

According to multiple studies, including the Local Hazard Mitigation Plan, Antioch is not considered to be at risk of wildfire. However, the presence of high-risk fire areas in the surrounding area suggest that Antioch remains at risk of poor air quality due to wildfire smoke. Among those most affected by wildfire smoke are those with respiratory conditions, such as asthma and bronchitis. A study on ER visits during and immediately after the 2007 Southern California wildfires concluded that “significant increases in health events, especially for respiratory conditions and among young children, are expected based on projected climate scenarios of wildfire frequency in California”.²⁷ Due to Antioch’s high rates of asthma, especially high in lower-income communities, respiratory issues related to wildfire smoke are likely to increase as instances of wildfire become more common.

Forty-six (46%) of the Antioch housing stock was built before 1980, and 16.5% of the housing stock was built before 1960.²⁸ These older stock homes are likely to have poor insulation and air circulation. As these homes continue to age, the likelihood of deteriorating insulation and circulation and the buildup of toxins will increase. As a result, smoke generated by increased wildfire occurrence could significantly degrade indoor air quality. Improving the quality of the housing stock will be necessary to improve public health.

Summary of the Effects of Climate Change on Air Quality

- **Increase in air pollution** and associated health effects due to wildfire smoke
- Increased temperatures that encourage **higher levels of pollutant concentrations**

Most Vulnerable Communities

- Low-income communities
 - Populations without health insurance
 - Populations that live in poor housing stock (old, poor air circulation, pollutant heavy)
- Outdoor Workers
- Community members with respiratory conditions such as asthma or bronchitis
- Populations that rely on active transportation
- Elderly and children
- Pregnant women

²⁷ Hutchinson et. al - <https://www.ncbi.nlm.nih.gov/pubmed/29990362>

²⁸ Antioch Housing Element

Adapting to Poorer Air Quality

Improving air quality in Antioch requires addressing pollution shocks and baseline air pollution.

Within the context of air quality shocks, such as wildfire occurrence, maintaining indoor air quality is a public health priority. The City can expand clean air centers (buildings with effective clean air recycling systems) to provide locations for people to escape poor air quality. Places designated as cooling centers can also be expanded to being clean air centers by recycling clean air throughout the building.

Maintaining indoor air quality in homes remains important as well. Effective insulation and upgrades in homes can also keep unhealthy air from getting indoors. In that sense, a home weatherization program can also help against poor air quality. Indoor plants can also support indoor air quality by filtering pollutants.

Increasing plant life in the built outdoor environment can also support adequate air quality. Trees and vegetation help absorb air pollutants and clean the surrounding air. A study in Washington D.C. estimated that its trees removed 619 tons of air pollution every year. The benefits of this pollution reduction were estimated at \$26 million.²⁹ A Philadelphia study estimated that its trees removed 513 tons of air pollution every year (\$19 million).³⁰ The development of an Urban Forestry Plan can help the City of Antioch maximize cost-benefits from expanding tree and vegetation cover.

A long-term outlook on air quality requires the inclusion of strategies that take into account constant sources of air pollution. The City of Antioch will be working with the Bay Area Air Quality Management District (BAAQMD) to install air quality monitors in the community to better understand the localized air pollution burdens. In the meantime, a transition away from combustion engine transportation toward alternative transportation and electric vehicle adoption can help reduce pollution from transportation sources. Gas-based automobiles release pollutants such as hydrocarbons, nitrogen oxides, and particulate matter that contribute to air pollution. The City can support policies that encourage the transition away from single driver combustion engine vehicles and improve baseline air quality in the Antioch community.

²⁹ I-Tree Ecosystem Analysis: Washington D.C. - https://caseytrees.org/wp-content/uploads/2017/03/iTree-2015-Report_English.pdf

³⁰ Nowak, David J.; Bodine, Allison R.; Hoehn III, Robert E.; Ellis, Alexis; Low, Sarah C.; Roman, Lara A.; Henning, Jason G.; Stephan, Emily; Taggart, Tom; Endreny, Ted. 2016. The urban forests of Philadelphia. Resource Bulletin NRS-106. Newtown Square, PA: U.S. Department of Agriculture, Forest Service, Northern Research Station

Proposed Actions

1. Provide program to offer low-cost or no-cost insulation upgrades in homes
2. Ensure all cooling centers have ability to close off outside air and recycle interior air during poor air quality days.
3. Ensure that affordable housing projects use quality insulation and have ability to close off HVAC to outside air during poor air quality days.
4. Develop Urban Forestry Plan to strategically and equitably expand trees and green infrastructure in the city
5. Support the expansion of alternative transportation and electric vehicle infrastructure to reduce pollution from exhaust pipes

Energy Insecurity

Since 2010, even as California has recovered from the Great Recession, power shutoffs by major utilities to households who are struggling to pay their bills in California have increased by over 50%. Energy bills constitute up to 41% of income for low-income families in California, and between 19% and 28% of utility customers in California are energy insecure. In 2016, 14% of PG&E customers received unique 48-hour disconnection notices.³¹ Shutoffs disproportionately impact low-income communities and communities of color.

Already substantially higher than the national average (see table³²), Bay Area energy costs are likely to increase in the summers as temperatures rise and air conditioning becomes necessary. Already, over 90% of respondents in the Climate Action Survey responded that energy bills were at least sometimes too high, with almost 70% of respondents indicating that energy bills were at least usually too high. Energy security and affordability will become a priority for the City and utilities to address as pressure on the grid mounts.

Antioch was relatively unaffected by PG&E's Public Safety Power Shutoffs (PSPS) in 2019. However, as fire risk continues to increase, more people will likely be cut off from the electrical grid. Preparations for PSPS occurrences can help increase energy security across the community.

Average prices for gasoline, electricity, and utility (piped) gas, San Francisco-Oakland-Hayward Metropolitan Statistical Area compared to U.S. average prices, not seasonally adjusted

| Year and month | Gasoline per gallon | | Electricity per kWh | | Utility (piped) gas per therm | |
|----------------|---------------------|---------------|---------------------|---------------|-------------------------------|---------------|
| | San Francisco area | United States | San Francisco area | United States | San Francisco area | United States |
| 2018 | | | | | | |
| November..... | \$3.829 | \$2.733 | \$0.209 | \$0.134 | \$1.240 | \$1.020 |
| December..... | 3.674 | 2.479 | 0.209 | 0.135 | 1.313 | 1.085 |
| 2019 | | | | | | |
| January..... | 3.543 | 2.352 | 0.206 | 0.135 | 1.381 | 1.082 |
| February..... | 3.478 | 2.412 | 0.206 | 0.136 | 1.405 | 1.051 |
| March..... | 3.598 | 2.620 | 0.208 | 0.135 | 1.336 | 1.048 |
| April..... | 3.997 | 2.894 | 0.211 | 0.135 | 1.624 | 1.034 |
| May..... | 4.054 | 2.963 | 0.221 | 0.136 | 1.531 | 1.035 |
| June..... | 3.825 | 2.814 | 0.221 | 0.139 | 1.520 | 1.035 |
| July..... | 3.712 | 2.836 | 0.222 | 0.140 | 1.597 | 1.029 |
| August..... | 3.599 | 2.716 | 0.222 | 0.139 | 1.571 | 1.034 |
| September..... | 3.659 | 2.694 | 0.222 | 0.139 | 1.527 | 1.019 |
| October..... | 4.101 | 2.741 | 0.223 | 0.136 | 1.574 | 1.041 |
| November..... | 3.914 | 2.687 | 0.223 | 0.133 | 1.362 | 1.058 |

³¹ Living Without Power: Health Impacts of Utility Shutoffs in California

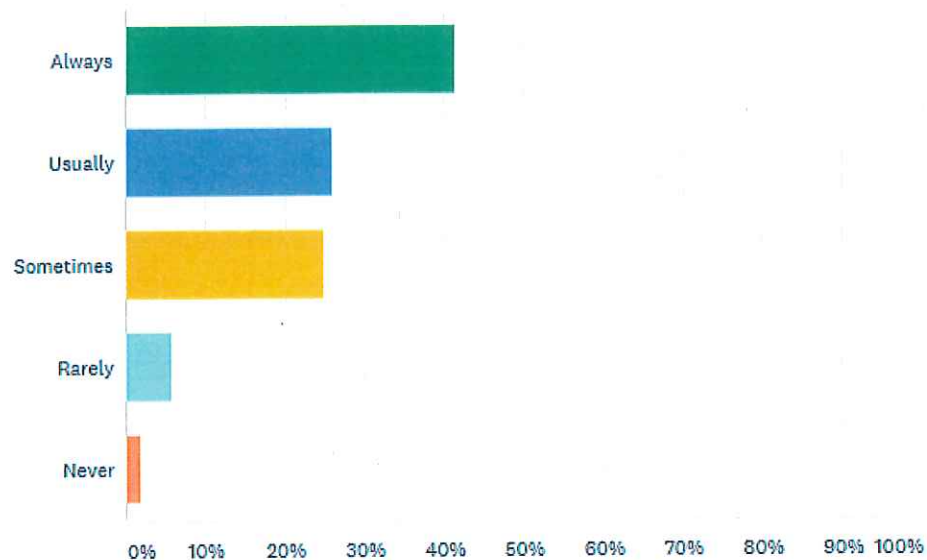
³² Bureau of Labor Statistics

Summary of the Effects of Climate Change on Energy Insecurity

- Expansion of necessary air conditioning and residential cooling strategies
 - Vulnerable populations may experience financially crippling energy costs
- Increased intensity of storms and increased wildfire occurrences create threats to electrical grid that could lead to more power shutoffs

Do you feel like your energy bills are too high?

Answered: 104 Skipped: 30



Most Vulnerable Communities

- Low-income households
 - Households with high housing cost burden
 - Households that struggle paying energy bills
- Populations with health conditions that require access to electricity for life-saving devices

Supporting Energy Security

Reducing energy costs for financially burdened households can be accomplished in a number of ways. For example, the City can support programs that enhance energy efficiency, which results in reduced energy demand. Helping finance support low-income energy efficiency improvements is a City priority.

The City can also support the expansion of battery storage for electricity use to enhance resilience to power shutoffs and reduce carbon emissions. Battery storage can help support energy security by providing reserves of electrical energy. Pairing battery storage with solar energy allows households, communities, or businesses to collect solar energy during the day and store it for a later time. This phenomenon is significant because it allows solar energy gathered during the day to be used in the evenings, when energy use is collectively at its highest levels and solar panels are not collecting energy. Combining solar energy with battery storage can produce carbon-free energy that provides some resilience to power outages.

Expansion of microgrid use can also help provide energy security and work with previously mentioned technologies to generate and store energy. A microgrid is a grid distinct from the central grid that can typically connect with the central grid and operate independently in “island” mode. As microgrid technology continues to improve, the City will explore ways to incorporate microgrids into the energy system along with solar energy and battery storage technologies. The City can work with regional partners to conduct a Microgrid Feasibility Study to examine how microgrids can be used in the Antioch community. The microgrid has substantial potential to increase energy security and resilience in the Antioch community.

Proposed Actions

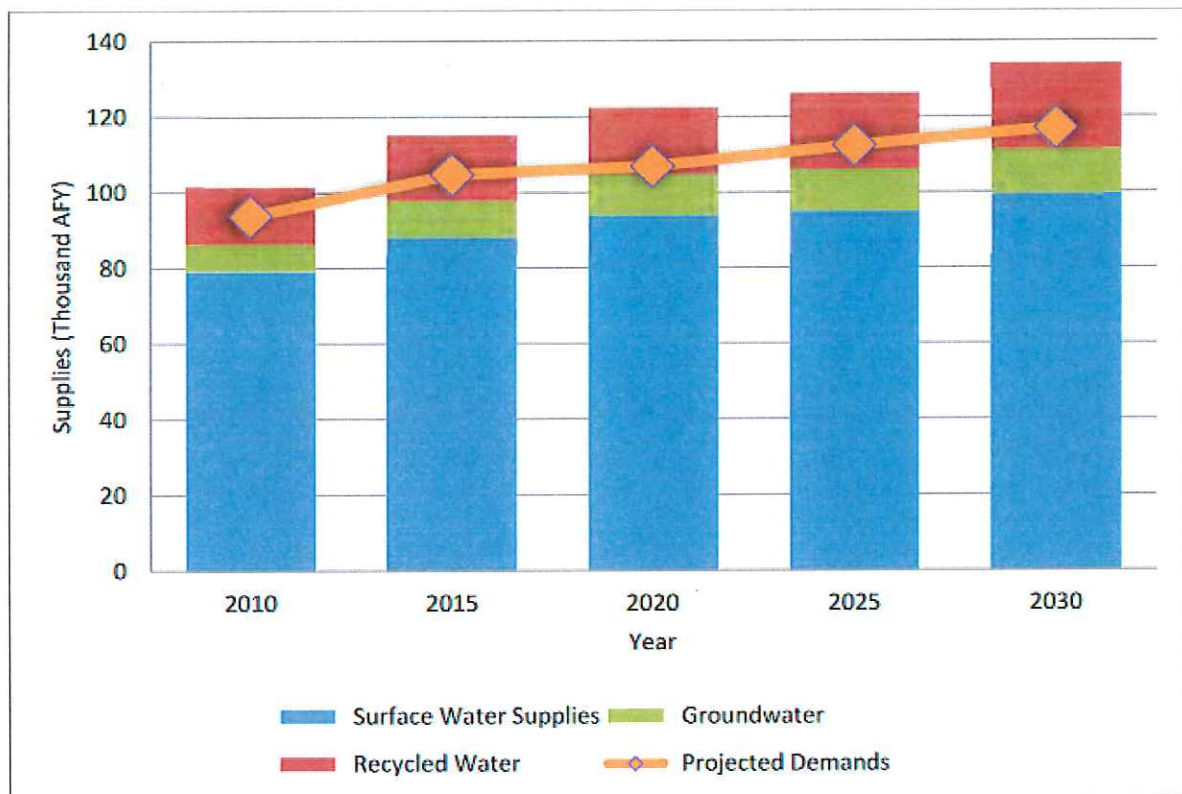
1. Explore the potential of alternate energy generation and storage technologies
 - a. Work regionally to conduct a Microgrid Feasibility Report
2. Explore incorporation battery energy storage technologies with solar installation
3. Explore ways to expand energy saving financing to low-income communities
4. Expand weatherization and energy efficiency upgrades in low-income homes

Drought

As temperatures increase, Antioch's water supplies are likely to be increasingly strained. California has already endured two droughts so far this century, and more are expected to follow. The average Sierra Nevada snowpack, which supplies much of California's water, is expected to decline up to 19% by 2050, and up to 83% by the end of the century.³³ Rising sea levels, meanwhile, are expected to increase the salinity of Delta water, further reducing Antioch's access to potable water. The Delta is the primary water source for Antioch, and lack of access to Delta water would present a major challenge to water security.

Lack of water also affects food production. Climate change is projected to reduce agricultural production of grapes and almonds by 20% by midcentury, and by 2030 California could lose up to one million acres of agricultural land.³⁴ These decreases in production, in a business-as-usual situation, could push food prices up, stressing already resource-burdened communities.

Antioch Water Projections from the East Contra Costa County Regional Water Management Plan³⁵:



³³ Bay Area Climate Change Regional Report – California's Fourth Climate Change Report

³⁴ CalCAN. Climate Threats to Agriculture

³⁵ East Contra Costa County Regional Water Management Plan

Summary of the Effects of Climate Change on Water Availability

- Significantly reduced average snowpack due to higher temperatures and increasing frequency and severity of drought
- Unclear precipitation patterns and unpredictable water availability
- Salinification of Delta water due to the combination sea level rise and loss of fresh water from snowpack
- Increased evaporation from reservoirs due to higher temperatures
- Higher water demand due to higher temperatures, particularly in summers
- Potential increase in food costs due to lower agricultural yields



Most Vulnerable Communities

- Low-income communities
 - Households that struggle to pay utility bills
- Households that are food-insecure and without consistent access to healthy, nutritional food
- Health burdened populations

Adapting to Drought Conditions

The City of Antioch has already begun taking actions to prepare for drought. The City is currently preparing a desalination plant to adapt to higher salinity in the Delta. As the snowpack shrinks, the desalination plant will provide large-scale resilience as Delta water becomes saltier and perhaps non-potable.

Water conservation is critical to adapting to drought and drought-like conditions. Implementing drought-resistant landscaping strategies and planting vegetation that does not need much water to survive can take pressure off of water use for landscaping purposes. Successful outreach that encourages responsible water use in homes can reduce water use on a large scale. However, more creative uses for wastewater exist as

well. Sustainable Contra Costa has designed programs that educate homes on how to recycle water from sinks and showers and repurpose it as toilet and irrigation water.

On a larger scale, the City of Antioch can work with Contra Costa Water District (CCWD) to ensure continued water supplies in times of severe drought, as well as develop programs that enhance water recycling capacity.

Proposed Actions

1. Identify the possibility and reliability of using under-utilized water supplies
 - a. Explore possibilities of expanding use of recycled water
 - b. Explore rainwater harvesting and storage possibilities
2. Encourage and require water conservation
 - a. Develop clear communication to residents as to when drought policy will go into effect
 - b. Work with Sustainable Contra Costa to promote water recycling in homes
3. Complete desalination plant
4. Explore potential for water-efficient urban agriculture to strengthen food security
5. Increase use of drought-resistant landscaping
 - a. Conduct community outreach to expand knowledge of the benefits of drought-resistant landscaping

Mitigation

The development of effective greenhouse gas emission mitigation strategies is an aspect necessary to building community climate resilience. A “business as usual” emissions scenario (one in which the current trajectory continues) will increase the intensity of the consequences laid out in the previous section. To help avoid such effects, the City of Antioch can continue to develop programs and policies that encourage the reduction of greenhouse gas emissions.

The State of California has its goals for the move toward a zero net energy (ZNE) society. The State has laid out plans for California to reduce greenhouse gas emissions to 40% of 1990 levels by 2030 and 80% of 1990 levels by 2050.

The 2011 Community Climate Action Plan (CCAP) explored Antioch’s greenhouse gas emissions goals and has driven action leading up to the Climate Action and Resilience Plan (CARP). Antioch achieved its goal of 25% emissions reductions for between 2005 and 2020 by 2017. Much of the progress to this point can be attributed to the implementation of State policy. Antioch now has a chance to take more decisive action based on lessons learned in the last ten years.

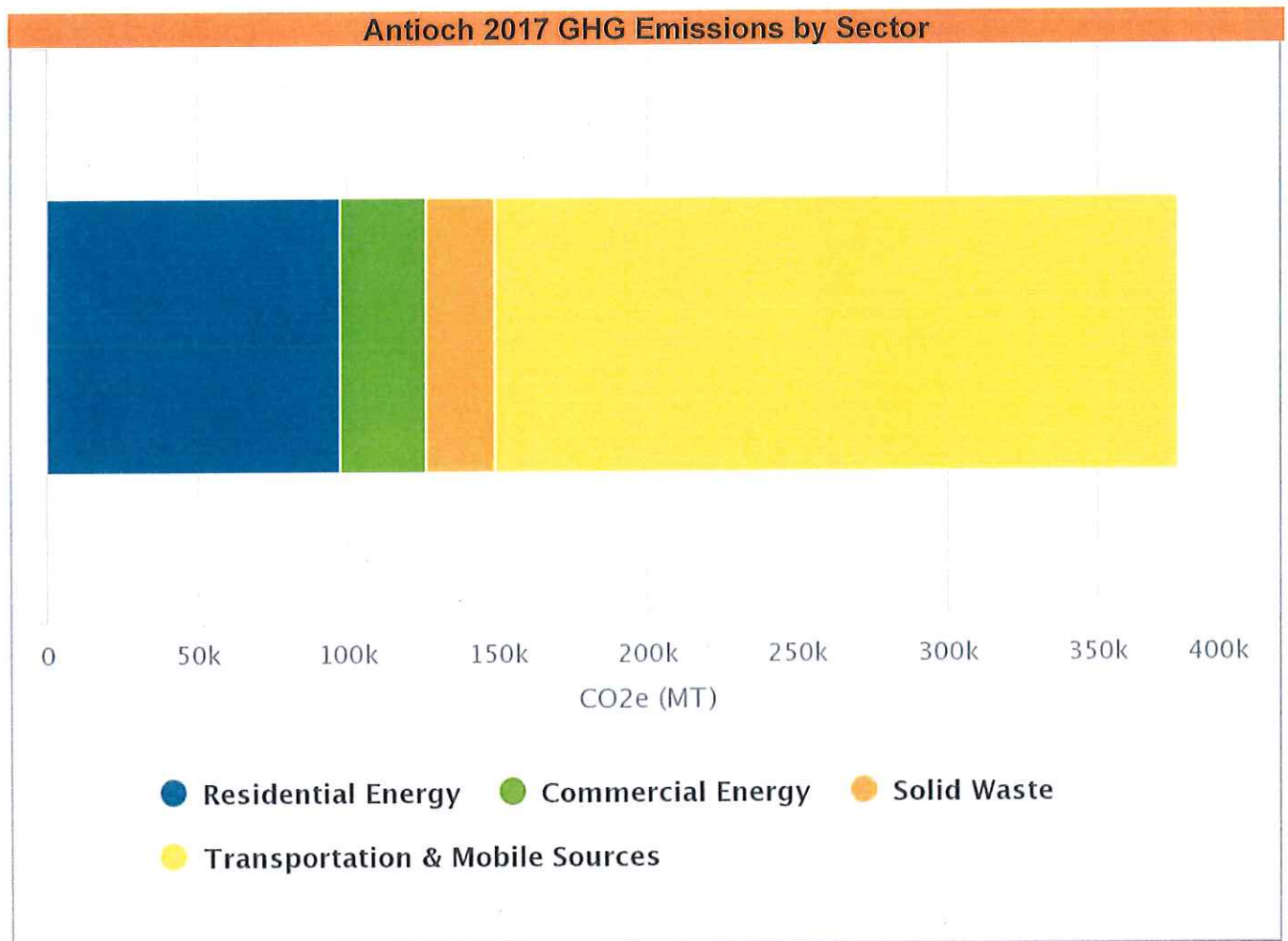
This section explores Antioch’s greenhouse gas emissions and explains the forces behind the achievement of CCAP goals, and outlines policies, programs, and partnerships that can help Antioch work toward its short and long-term goals.



Understanding Antioch's Emissions Status

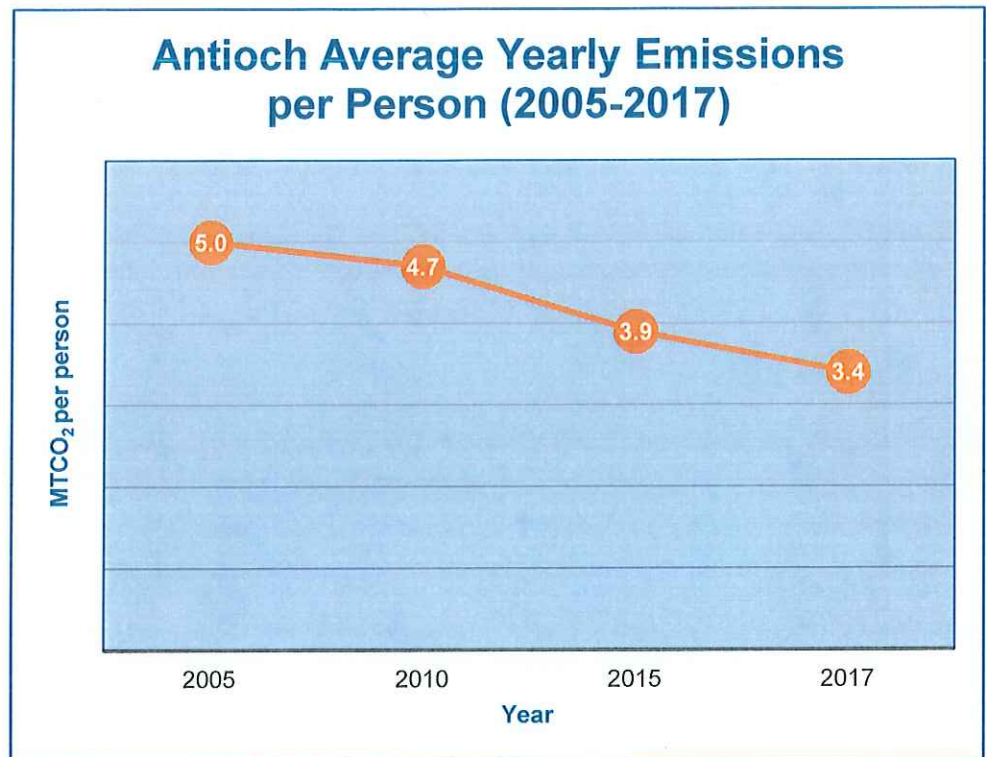
Tracking greenhouse gas emissions is crucial for a community to analyze the success of City policies and projects to reduce emissions and become a carbon neutral city in the long-run. Tracking emissions can also help assess further opportunities for funding and providing greater cost savings opportunities for residents.

Since 2007, Antioch has been a member of ICLEI (Local Governments for Sustainability), providing the City of Antioch with support on environmental initiatives. ICLEI has provided expertise for the ClearPath emissions inventory tool, in which Antioch's emissions inventory analysis is recorded. PlaceWorks, a community planning and design firm, partnered with East Bay Energy Watch to conduct Antioch's greenhouse gas emissions inventory for the years of 2005, 2010, 2015, and 2017.



In the 2011 Community Climate Action Plan (CCAP), the City of Antioch laid out a goal of 25% greenhouse gas reduction of 2005 levels by 2020. Since 2005, when the first community emissions inventory took place Antioch has experienced approximately a 25% decrease of direct emissions.³⁶ This development has occurred while Antioch's population has increased, reducing the per capita direct

emissions from approximately 5.03 MTCO₂ to 3.36 MTCO₂ from 2005 to 2017, a 33% decrease.



Reaching emissions reductions targets is a step in the right direction. Much of Antioch's emissions reductions, however, were driven by state policy and regulation. Despite the achievement of reaching previous emissions reduction targets, Antioch has a long path toward achieving carbon neutrality. Antioch is ready to continue that process.

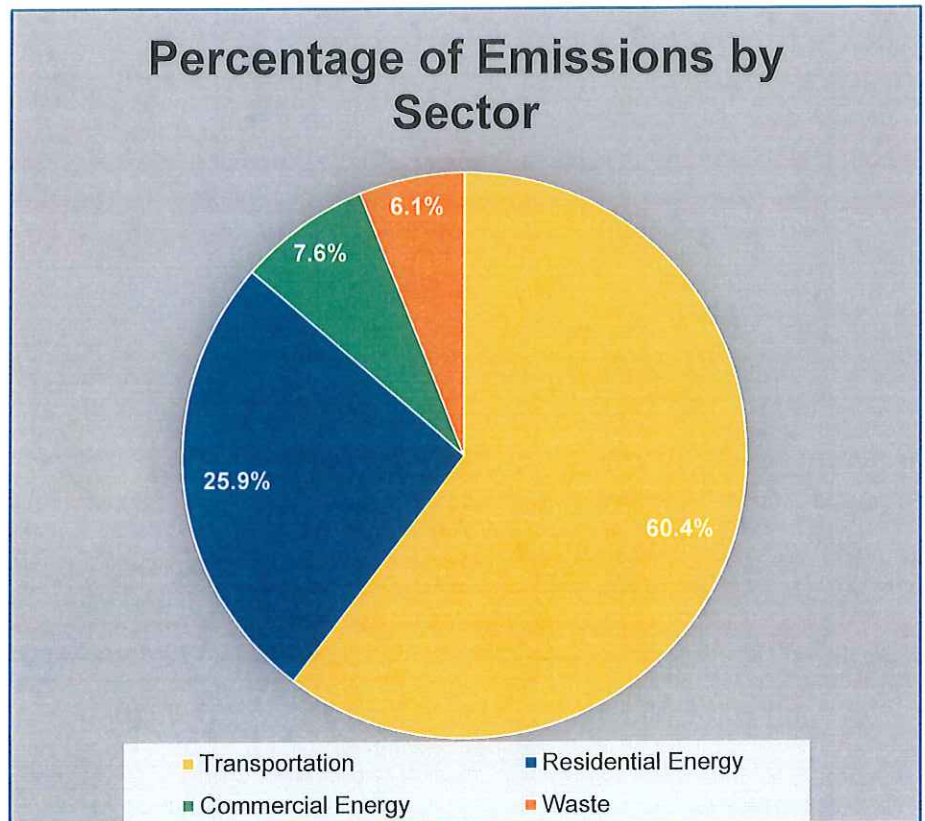
The following sections break down how Antioch's emissions status has changed between 2005 and 2017. These insights can help inform the next generation of Antioch's emissions reductions targets.

³⁶ PlaceWorks Greenhouse Gas Inventory

Transportation

Transportation makes up the majority of Antioch's greenhouse gas emissions (60.4%). Transportation emissions include those contributed by passenger vehicles, commercial vehicles, off-road vehicles, as well as use of BART and Tri-Delta Transit buses.

The high share of transportation emissions in Antioch is not a surprise. As a bedroom community, many community members are only able to conveniently commute to their jobs and responsibilities with automobiles.



Antioch's transportation-related emissions have decreased by approximately 13% since 2005. Though the number of vehicle miles travelled (VMT) has remained more or less constant, improvements in fuel economy have driven Antioch's transportation emissions reductions between 2005 and 2017. These reductions have largely been driven by California standards that have supported higher fuel economy in passenger vehicles.

Energy

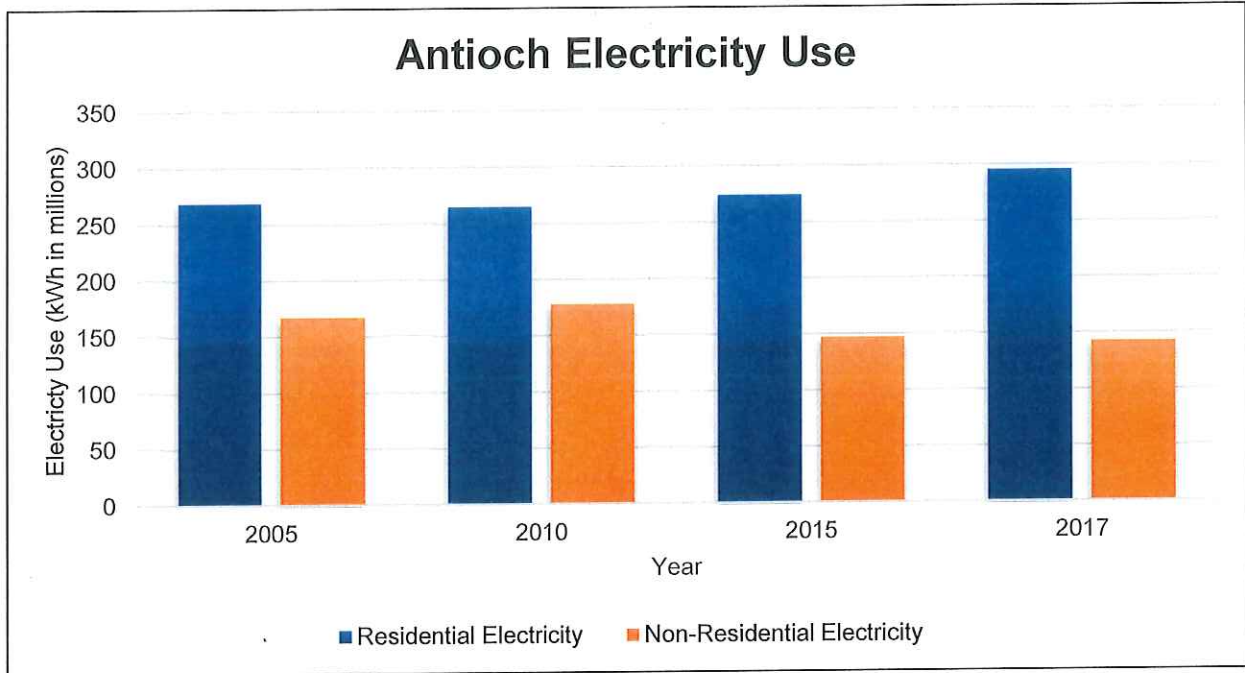
The energy sector produces more carbon emissions than any sector other than transportation. The emissions coming from energy use include those that power homes, businesses, and City facilities. The two primary energy sources are natural gas and electricity.

Since 2005, substantial progress has been made statewide in reducing emissions from energy sources. Energy related emissions constitute 33.5% of Antioch's greenhouse gas emissions, down from 41.1% in 2005 and 41.6% in 2010. Residential energy makes up a substantially greater portion of energy use and energy emissions than commercial

B43

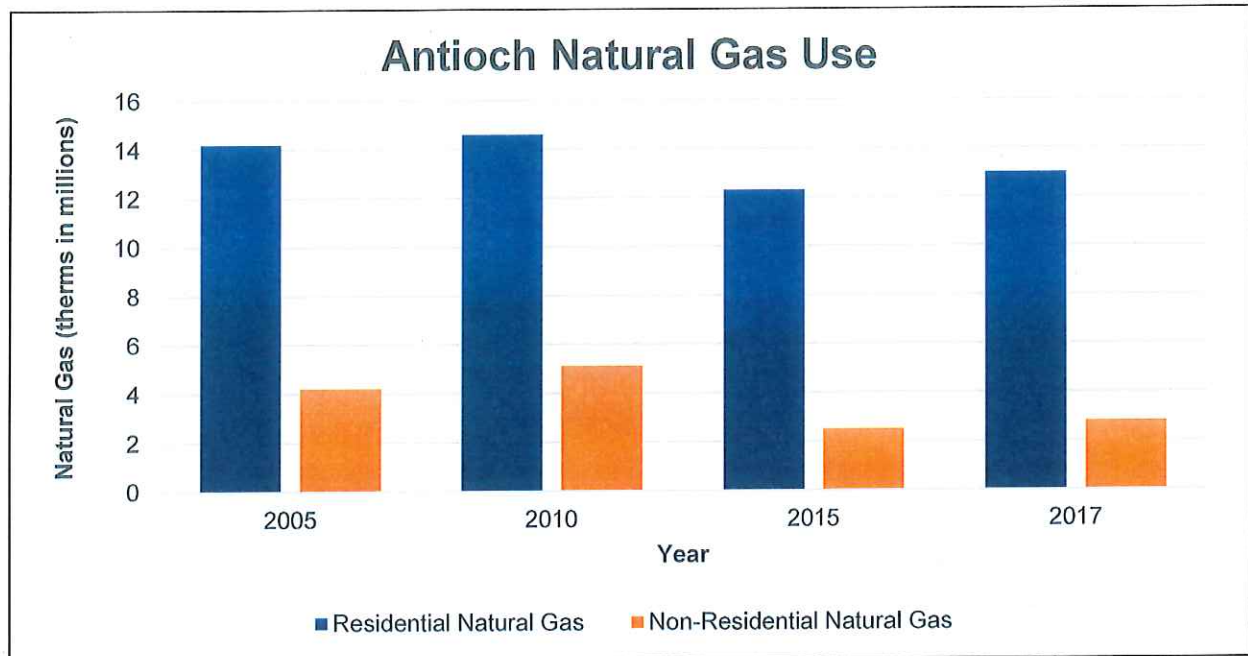
energy. Greenhouse gas emissions reductions in the energy sector have been driven by significant decreases in electricity emissions and modest decreases in natural gas emissions.

Electricity



While Antioch's total electricity use has remained more or less constant since 2005, Antioch's electricity-related emissions have drastically decreased. Electricity's share of energy-based greenhouse gas emissions has decreased from 52.7% to 33.3% between 2005 and 2017, with the largest change occurring between 2015 and 2017. This emissions reduction can be attributed to the decreasing share of carbon-based fuel (such as natural gas) that powers PG&E's electricity. California state law has required that utilities source greater percentages of carbon free energy as a part of their energy portfolios. As utilities source more carbon free energy to power electricity, replacing natural gas with electricity in homes, community spaces, and commercial enterprises becomes more impactful in reducing energy-related emissions.

Natural Gas

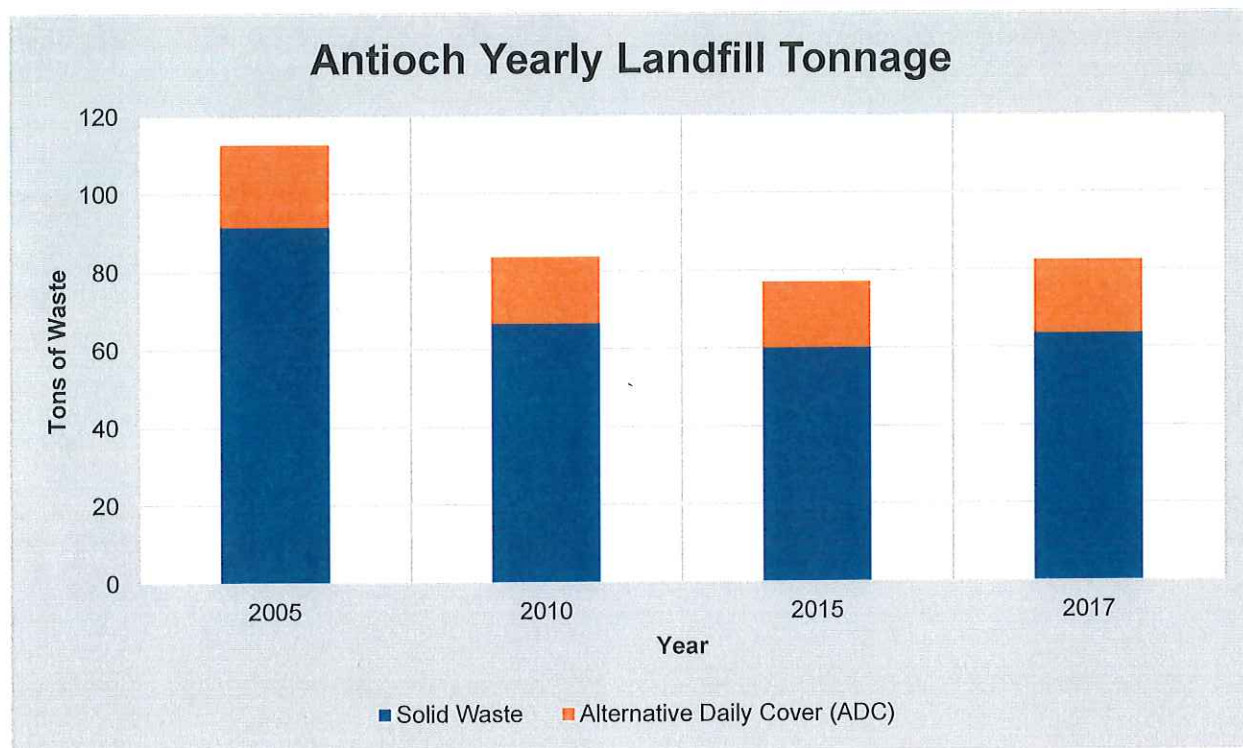


Consumption of natural gas in commercial and residential facilities has decreased modestly between 2005-2017. Electrical appliances have slowly begun to replace natural gas-powered appliances in some homes, and household solar energy projects have also reduced the share of natural gas in total energy use. Other factors, such as warmer winters, may have also contributed to the decreased natural gas use seen between 2010 and 2017.

Waste

Waste makes up a small fraction (6.1%) of Antioch's greenhouse gas emissions. Since 2005, the tonnage of total waste has decreased substantially, though most of the reductions were accomplished between 2005 and 2010. As a result, waste related emissions have decreased by nearly 29% since 2005.

The amount of organic waste as a percentage of total waste has declined slightly, reducing the emissions of the waste beyond the simple tonnage. High concentrations of organics in landfill can significantly impact emissions through the decaying process. Decaying organic matter releases carbon dioxide, which cannot be stored in landfill. Antioch's composting program has helped reduce the share of organics in landfill by storing decaying matter in productive soil. Between the legislation of AB 1584 and SB 1383, the California government has committed to reduce the percentage of organics that end up in landfill. This legislation has contributed to the slight decrease in waste related emissions between 2010 and 2017.



Shortcomings of the Greenhouse Gas Inventory

While Antioch's emissions inventory can provide a general overview of emissions, it does not represent a complete picture of Antioch's emissions footprint. Emissions related to water and wastewater, for example, are not included, though they make up less than 1% of the entire inventory. Carbon sequestration, the process of plants removing carbon dioxide from the atmosphere through photosynthesis, is also not included in this inventory. The level of Antioch's carbon sequestration is unlikely to have a major impact on total emission levels.

Consumption Based Inventory

A basic inventory does not take into account consumption-based carbon emissions. Consumption-based emissions are those that are released in the production of all goods that are consumed by a community. Such an inventory was conducted by the CoolClimate Network with help from the Bay Area Air Quality Management District (BAAQMD) for all Bay Area jurisdictions in 2015.³⁷

A consumption-based emissions inventory results in far higher levels of CO₂ emissions than an inventory that focuses only on direct emissions. For example, a television purchased by an Antioch resident would not be a part of an inventory of direct or production-based emissions, because the television was not produced in Antioch. However, the industrial emissions from throughout the supply chain that produced the television would still contribute to climate change. A consumption-based inventory captures these emissions within the municipality that purchased the good.

What is included in a consumption-based inventory?

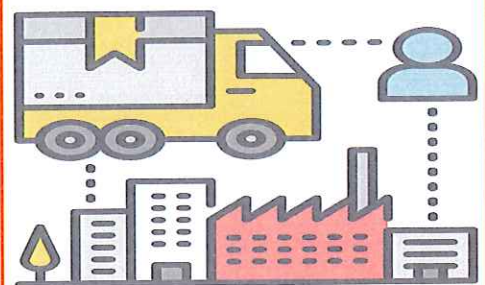
Transportation: Emissions released in the production, shipping, and maintenance of vehicles, the production and refining of gasoline and diesel, and direct emissions from motor vehicle travel, public transportation, and air travel.

Housing: Emissions produced in home construction and maintenance, residential energy and water use, and in the decomposition of household waste.

Food: Emissions from the production, processing, packaging, and distribution from all the food consumed by a household.

Goods: Emissions released in the extraction of raw materials, production, packaging, and distribution of all consumer goods purchased by a household.

Services: Emissions related to the services consumed by households, such as financial services, health care, education, and communication networks.



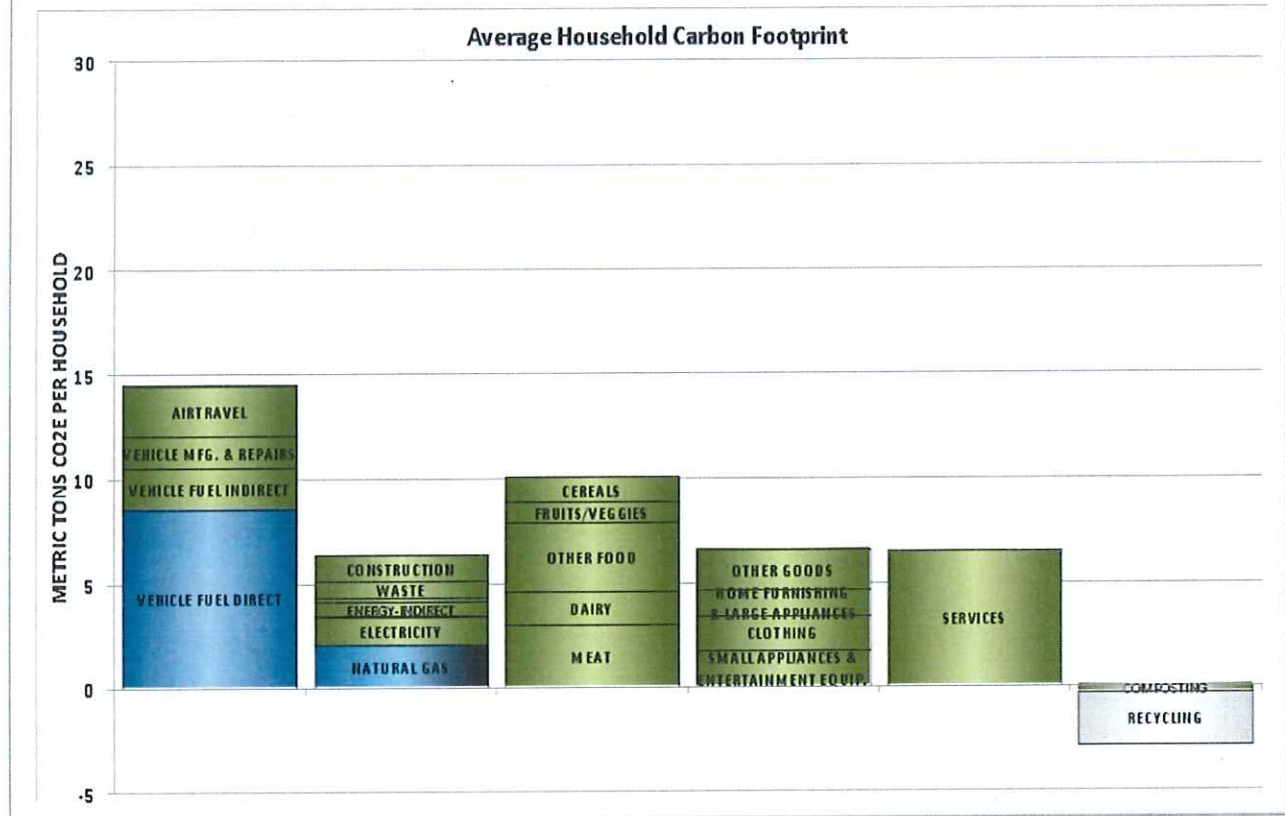
³⁷ CoolClimate Network – Consumption-Based Greenhouse Gas Inventory

CITY OF ANTIOCH

43.6 tCO₂e / household

33,946 households

1,480,734 tCO₂e



The scale of Antioch's contributions to global greenhouse gas emissions is significantly higher when taking a more holistic approach to a community's carbon emissions. While this comes as no surprise, the community can strive to be more conscious about consumption and travel patterns. Purchasing locally produced goods, for example, can lower the emissions associated with the transportation required to move goods across counties, states, and countries, while also contributing to a vibrant local economy. Reducing air travel can also drastically reduce a household's carbon footprint.

Greenhouse Gas Reduction Strategies

Accomplishing greenhouse gas emission reduction goals will require that the City and community become and remain committed to implementing and supporting strategies that reduce emissions. Opportunities to reduce emissions are everywhere, from energy efficiency improvements to building and vehicle electrification to expanding public transit use.

Transportation

Because transportation makes up the majority of Antioch's greenhouse gas emissions, reducing emissions from transportation is a top priority. It also means that the transportation sector has the most room for emissions reductions.

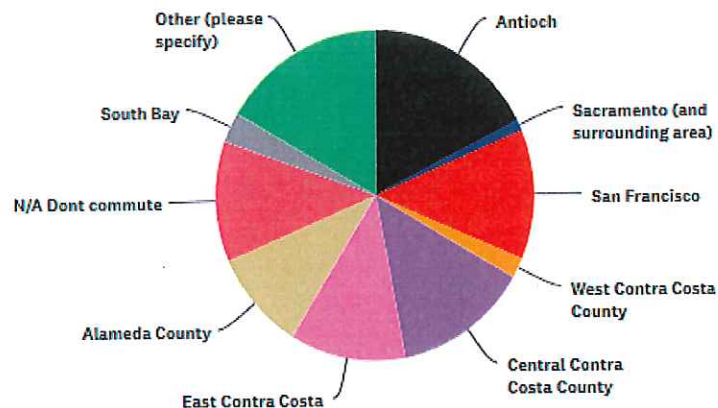
Two primary ways that the Antioch community can address transportation emissions are by encouraging the shift away from single occupancy vehicles to other forms of transportation (known as **mode shift**) and encouraging and facilitating the use of low-emission and no-emission electric vehicles. Mode shift addresses how people get around, while transportation electrification attempts to reduce the emissions from the most heavily emitting transportation options, single occupancy combustion engine vehicles. Antioch residents and workers commute and travel to many different locations, at different times, for different reasons. Antioch's transportation systems strive to accommodate people's needs, while beginning to transform them to support a sustainable and affordable future.

Mode Shift

The goal of transportation mode shift is to reduce the total Vehicle Miles Travelled (VMT) by the Antioch community. By transforming travelling habits, the Antioch community can substantially reduce its carbon footprint. Using transportation methods that do not include combustion engines, such as biking and walking, and methods that allow mass travel, such as public transit, can have a major impact on greenhouse gas emissions. Even carpooling can have a substantial impact on emissions by taking additional cars off the road.

Where do you to commute for work?

Answered: 102 Skipped: 36

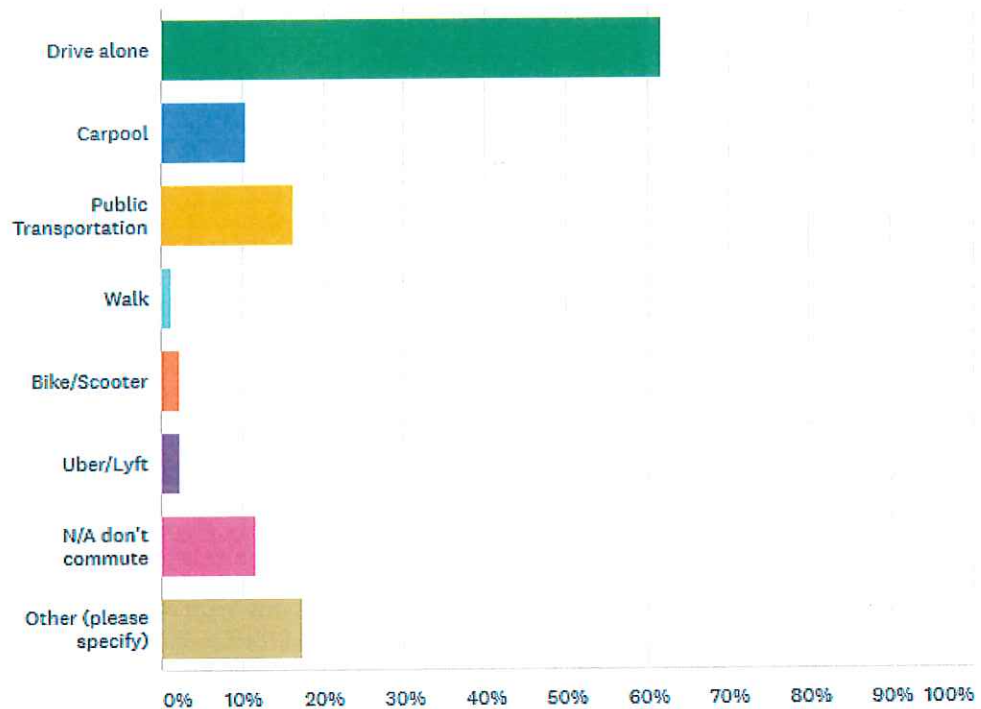


B49

In order to facilitate changes in transportation methods, the City of Antioch can support the development of infrastructure that allows people to travel conveniently, quickly, and enjoyably, while moving away from single-driver use. The infrastructure currently in place does not support widespread use of public transit and active transportation. Strategically expanding bus and bicycle infrastructure to serve areas that do not currently have effective access to these services is a City priority.

How do you usually get to work? (Select all that apply)

Answered: 86 Skipped: 32



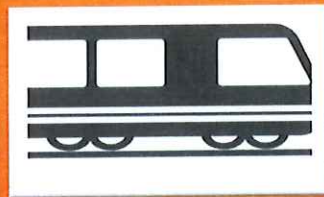
Increasing bicycle infrastructure is one way to expand viable alternatives to single occupancy vehicles. Many opportunities exist for the City to increase the cohesion, safety, and comfort of the bike network. Currently, the Antioch bicycle network lacks a safe bicycle road going in the north-south direction. Connecting bike networks with BART, downtown Antioch, and commercial centers with a north-south trail or road would allow people to get to their destinations more safely and quickly. Providing safe and secure parking options for bicyclists in these locations significantly enhances the attractiveness of biking, especially in areas that are perceived to have higher crime rates. A number of grant opportunities exist to fund bicycle infrastructure improvement projects. The City of Antioch can leverage the necessity of connecting the bike network for transportation purposes and the opportunities to build bicycle-based recreation at Black Diamond Mines and the Dow Wetland area to gather funds from a variety of grant options.

B50

High Priority Action: Making the BART Station more accessible for residents and workers is a City priority. The majority of survey respondents (80%) consider expanded access to BART a high or medium need. The demonstrated interest in BART suggests that ridership could be significantly higher. Barriers to BART access include lack of parking options for car and bicycle users who would like to use BART as a park and ride, and the location of BART as distant from commercial and residential centers.

Ways to increase access to BART include expanding car and bicycle parking at BART, expanding access to programs such as Tri Delta Transit's Tri My Ride that provide cheap and effective transportation to BART, and making streets and trails more friendly to bicyclists and pedestrians.

To continue facilitating transportation mode shift, the City of Antioch will develop a Mobility Plan to more closely examine the ways Antioch can support BART accessibility in the community.



Potential Actions:

1. Develop a Mobility Plan
2. Expand Bicycle Infrastructure – paths, parking, programming etc.
 - a. Implement bike lockers at Antioch transportation destinations, such as BART, shopping centers, and the downtown area
 - b. Work with 511 Contra Costa on programs that encourage bicycling, such as the Summer Bike Challenge
3. Increase BART ridership
 - a. Increase parking for cars and bikes at BART
 - b. Increase bus to BART connectivity
 - c. Connect bicycle infrastructure with BART
4. Expand current bus service
 - a. Expand the Tri My Ride program
 - b. Develop bus lanes for commute
 - i. Work with CCTA to establish bus lanes on highways to connect regional transportation
5. Work to make downtown more accessible by active transportation and improve BART to downtown connectivity
 - a. Expand bus service from Antioch BART to downtown Antioch

B51

- b. Install bike parking, including bike lockers, in the downtown area
 - c. Continue L street improvements such as implementation of painted bike lanes, bus shelters, and signal timing
6. Work regionally to encourage telecommuting options when appropriate
- a. Implement tax incentives that encourage businesses to allow telework
 - b. Help businesses transition to a system in which telework is viable

Transportation Electrification

While transportation mode shift is an important part of reducing greenhouse gas emissions, effective infrastructure is not currently in place to support car-free livelihoods for all Antioch residents. For those who drive, more fuel-efficient alternatives can reduce carbon footprints. As the previous section showed, the Antioch community can achieve significant emissions reductions by lowering the environmental impact of the cars on the road. Investing in lower emission vehicles can also help car users save money and improve the health of the community. Cars with higher gas mileage cost less to fuel, and electric vehicles require fewer maintenance costs. Electric Vehicles (EVs) also reduce air pollution by eliminating exhaust emissions from combustion engines, which supports healthy communities in Antioch.

According to the Contra Costa County Electric Vehicle blueprint, the county's current EV charging infrastructure is at less than 20% of what it needs to be by 2025 in order to support the anticipated trajectory of electric vehicle growth.³⁸ Increasing EV charging infrastructure in parking lots and on street can build the parking capacity for more people to confidently switch to electric vehicles. Prioritizing installation in relatively high traffic areas such as Antioch downtown and other commercial and job centers such as shopping malls will likely have the greatest impact on electric vehicle use.

³⁸ CCC EV Blueprint

CLEAN CARS FOR ALL

PROGRAM



Trade in your old car and receive funds to purchase or lease a hybrid or electric vehicle

SAVE MONEY ON GAS AND MAINTENANCE AND HELP IMPROVE AIR QUALITY!

The City can focus outreach on programs that increase the financial viability of switching to electric vehicle use. One such program is Clean Cars for All, which allows people to trade in their current automobile for funds to purchase a hybrid, plug in hybrid, or battery electric vehicle. While the full cost of the car is not covered with the grant, the average grant is \$7,500, with \$2,000 extra for installing level 2 charger equipment at home in the case of a battery electric vehicle purchase.

The City of Antioch can support the expansion of electric vehicle growth using multiple tools ranging from zoning policy to permitting and parking requirements. For example, an addition to the California building code that went into effect at the beginning of 2020 requires that EV charging infrastructure be installed for new parking areas and additions to existing parking.³⁹ In Antioch, the City can provide bonuses for developers in exchange for increasing the levels of EV charging infrastructure. State and regional grant programs can help fund installation of on-street charging infrastructure.

Consumer perceptions also hinder the expansion of electric vehicle use. Fears about charging during power outages, daily travel range, and high upfront costs associated with electric vehicle purchases regularly prevent people from switching away from combustion engine transportation. Successful public outreach and community engagement can help address consumer barriers to electric vehicle adoption.

Throughout this process of EV expansion, the City will consider cost effectiveness in its decision-making process. Working with electricians, engineers, and construction workers can help the City of Antioch better understand the barriers to increased installation of charging infrastructure.

The City can also begin incorporating electric vehicle charging infrastructure into longer-term resilience planning. Combining electric vehicles with microgrids and backup generators can support EV charging even when the main grid fails. Charged electric vehicles may also provide power in the case of power failures at home. As battery storage and microgrid become more cost-effective, the City can monitor and examine how electric vehicles can support energy resilience.

³⁹ CalGreen Building Standards

Actions:

1. Strategically expand EV charging stations
2. Provide financial incentives and support outreach for programs and policies that encourage the switch to EV
 - a. Clean Cars for all
 - b. Education on the benefits of electric vehicles
 - c. Special privileges for EV – parking spots
3. Provide an Electric Vehicle buying guide for City of Antioch vehicle purchases or incorporate EV purchases into a Sustainable Purchasing Guide for City procurement

Highest Priority Charging Location:

Downtown Antioch has been determined to have the highest need for EV infrastructure due to a relatively high number of jobs and high share of commuters who travel by car.

Expansion of charging stations in this area would likely encourage additional electric vehicle use.

Energy

Numerous opportunities exist to reduce energy use and to make that energy use more environmentally friendly. Among the possibilities are working to reduce energy demand and encouraging electrification.

Due to California State mandates that require utilities to reduce carbon sources and increase renewable energy sources in electricity production, electrification has the potential to significantly reduce the greenhouse gas emissions of Antioch's communities. In the past, electricity has largely been generated by carbon-based fuels, such as natural gas. As California requires more renewable and carbon-free energy, the environmental impact associated with generating and using electricity will decrease. Switching from natural gas to electricity under these conditions can result in substantial greenhouse gas emission reductions.

Expansion of household solar installation can continue to reduce the carbon footprint of the Antioch community. Programs such as Sun Shares and Grid Alternatives can help facilitate access to household solar energy. Connecting businesses and programs with residents to secure funding for solar installation can also help Antioch achieve electrification goals. The City of Antioch can support these programs through outreach efforts.

The City of Antioch can also support policies and programs that enhance the capacity of solar generation in homes and businesses. For example, the City of Antioch can encourage or require electric panel upgrades in homes and businesses during major renovations to allow for efficient solar installation in the future. Coupling solar installation with battery storage wherever possible will increase the resilience of solar-based electrical systems.

High Priority Action: Support for Energy Efficiency Improvements

According to BioScience Journal, communities “must quickly implement massive energy efficiency and conservation practices” in order to sufficiently reduce greenhouse gas emissions.¹ Forty-six (46%) percent of Antioch’s housing stock was built before 1980, suggesting that there is a high need for energy efficiency improvements.¹ Antioch has been working with Bay Area Regional Energy Network (BayREN) to provide rebates for homeowners to undertake energy efficiency improvements in homes, however Antioch will explore more measures to accomplish widespread energy efficiency projects across the city.

Energy efficiency upgrades can not only facilitate emission reductions, but play an important role in climate resilience. This case is especially true in Antioch, as summer temperatures are expected to be higher and the summer season expected to be longer in the coming years. As cooling and air conditioning costs rise, the community can take actions to remain sufficiently cool and healthy while indoors. Better indoor insulation and circulation also supports better indoor air quality, reinforcing public health. By encouraging energy efficiency improvements, Antioch residents can reduce their carbon footprints, help prepare themselves for future temperature increases, improve indoor air quality, and promote energy security in the community.

The City of Antioch is planning to partner with Contra Costa County to expand access to the County’s Weatherization Program. Home weatherization improves the insulation of a building, which reduces energy use and utility costs.

Residential Energy

Actions:

1. Energy Efficiency Improvements in homes
 - a. Continue outreach for BayREN home improvement rebates
 - b. Support Contra Costa County’s Weatherization Program to improve indoor temperature control, energy cost control, and air quality in low-income homes
2. Encourage Fuel Switching to from natural gas to electricity
 - a. Consider a natural gas ban in qualifying new construction
 - b. Explore the requirement electric panel upgrades during major renovations or during home sales
3. Expand household solar projects
 - a. Require electric panel upgrades during major renovations to better host solar powered electricity systems
 - b. Explore the use of battery storage in tandem with solar to increase energy resilience
4. Expand outreach to landlords and contractors about electrification and its resilience and public health benefits
5. Continue on bill financing (OBF) and metered energy efficiency

Commercial Energy

Actions:

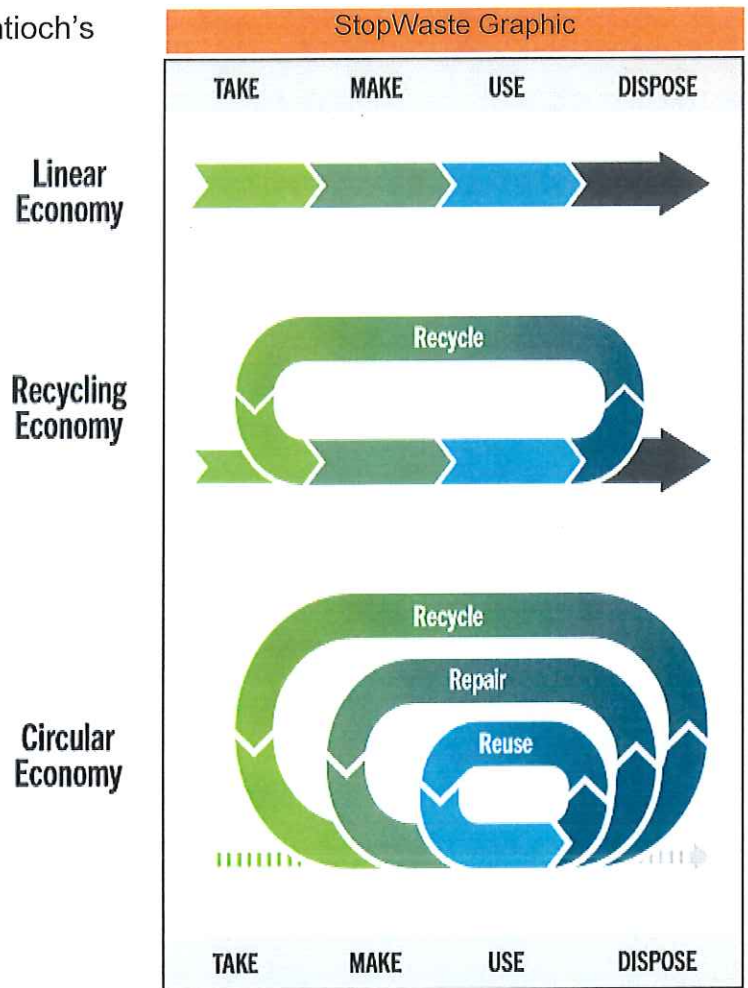
1. Expand participation in the Green Business (SMB program)
 - a. Help program conduct outreach
 - b. Consider additional kickers for participation
2. Encourage energy audits in commercial buildings
3. Expand participation in BayREN business programs
4. Expand outreach to business owners and contractors about electrification and its benefits
5. Incentivize local renewable energy projects

Waste

While waste is a small fraction (6.1%) of Antioch's emission portfolio, there are many opportunities to use waste productively and reduce emissions. Simple actions can make a significant difference.

Moving toward a circular economy: Encouraging reducing, reusing, and recycling is a first step to reducing waste and turning it to productive uses.

The first and easiest step is to reduce food waste in the Antioch community. CalRecycle estimates that food organics make up 27.4% of Antioch's residential waste in terms of tonnage.⁴⁰ Not all of this food can be eaten, but most of it can be put to productive use. Uneaten food and food waste can be "reduced" by buying less unnecessary food, "reused" by working with food rescue organizations to redistribute food that would otherwise be wasted, or "recycled" through residential or commercial composting programs. In order to move toward a circular economy, the City of Antioch will support the expansion of programs that reduce the amount of food that ends up in the landfill.



⁴⁰ Cal Recycle

How does waste contribute to greenhouse gas emissions?

EcoCycle Organics Graphics



When organic waste is put in the trash bin and joins the landfill, its decomposition lacks oxygen, and leads to methane release. Methane is a short-lived greenhouse gas that contributes to global warming and climate change.

When organic waste is composted and applied to soil, water and oxygen break down its matter into nutrients that support the healthy growth of plants. These plants, through the process of photosynthesis, then help sequester carbon from the atmosphere and store it in the soil. In making sure organic waste is composted instead of landfilled, the community is not only decreasing the emissions released by waste, but is also building healthy plant life that can further reduce emissions through the photosynthesis process.

Waste processing can also help create jobs in the community. On average, compost systems create five times the jobs that landfilling systems create.⁴¹ Many of these jobs, in terms of transportation and processing of compost, support a strong local green economy.

Composting can also support urban farming through soil productivity and nutrient enhancement. Diverting compost to urban farms supports the production of healthy, affordable, and local produce that can strengthen community food security, build community togetherness, and reduce greenhouse emissions by reducing landfill and eliminating the transportation emissions associated with shipping food. By connecting urban farming with compost collection, the community can promote healthy diets,

⁴¹ EcoCycle -

https://www.ecocycle.org/files/pdfs/COMPOSTING_HowDenverCanAchieveSustainabilityFromUp.pdf

reduce greenhouse gas emissions, and contribute to the development of a circular economy.

Policy Highlights

SB 1383: California passed SB 1383 in 2016 to reduce the emissions of short-lived climate pollutants (such as methane). The law grants CalRecycle the authority to achieve the goal that at least 20% of currently disposed edible food is recovered for human consumption. Penalties for noncompliance of 1383 go into effect in 2022. Cities will be responsible for paying the fines associated with noncompliance. Expanding participation in food rescue programs is crucial in helping Antioch accomplish these goals and avoid penalties.

AB 1826 and 1594: California state law AB 1826 already requires businesses to divert organic waste from the landfill. The City of Antioch commercial organics composting program has launched to help businesses comply with the law. With the implementation of an AB 1594 update, diversion credit for organics cannot be given if organics are used as Alternate Daily Cover (ADC). As a result, means businesses will have to compost and participate in food rescue to comply with state legislation.

Actions:

1. Expand awareness and reach of commercial composting program
 - a. Hire part-time staff to work primarily on outreach for the program.
2. Provide clearer community outreach into what can be put in landfill, recycling, and compost.
3. Examine urban farming as a way to work toward a circular economy through diversion of compost
4. Expand food rescue programs
 - a. Assist food rescue programs in working with restaurants (and other food waste generators)
 - b. Partner with the homeless shelters to provide food from rescue efforts
5. Campaign to reduce single-use plastics to reduce waste and plastic pollution

Community Development

The final essential piece to climate resilience is a strong community. The burdens that climate change will place on the Antioch community will be diverse. Increasing uncertainty over utility bills, worry over potential flood damages, additional pressure on the health of families and children, and constant power shutoffs during a lengthening and more intense fire season will all challenge the Antioch community.

These challenges will affect different groups in different ways. Maintaining a commitment to equity and strengthening economic and social systems is necessary to ensure that certain communities do not get left behind. Resilient communities will be able to address these changes and move forward with a vision that supports a livable city. To this end, the City of Antioch can support and engage the community to help develop a sustainable local economy and support the financial security of its residents in the face of increasing uncertainty. This section of the CARP outlines three broad categories that address the role of community development in resilience.



Community Engagement

Effective communication and outreach between the City of Antioch, its residents, and its workers is necessary to promote resilience. Youth engagement and disaster communication are two key aspects in creating effective community engagement and outreach for climate initiatives.

Youth Engagement

Youth engagement is critical to achieve current and future resilience to climate change. It is the younger generations who will face the brunt of climate challenges. Antioch students have demonstrated that they are capable of making a difference now and in the future. Antioch High School is partnering with the City of Antioch, Strategic Energy Innovations, and PilotCity to educate students about green engineering and green energy, and to provide students with opportunities for professional experience. Equipped with knowledge and professional experience, Antioch High School students will graduate ready to contribute to a more livable community.

Goals:

- Increase opportunities for high school students to receive professional experience
- Increase opportunities for high school students to gain visibility in the community
- Prepare the next generation of Antioch's leaders for the climate challenge

Actions:

- Bike Path Challenge – support students in designing and developing a bike path from Black Diamond Mines Regional Preserve to the downtown waterfront area
- Support partnership between local industry and Antioch high schools to facilitate professional experience for students
- Expansion of Rising Sun internship opportunities to increase energy efficiency in Antioch while supporting professional development for high school students
- Engage the Antioch Council of Teens in the Cleaner Contra Costa Challenge
- Expand partnerships with other educational institutions such as Deer Valley High School and Los Medanos College

Disaster Communication

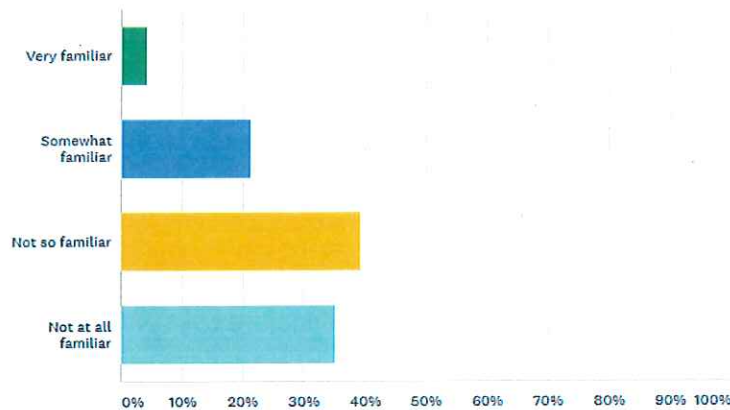
Effective communication before and during disasters is essential for disaster preparedness and resilience. Results from the Climate Survey revealed that 75% of participants are either not so familiar or not at all familiar with emergency services and protocol in Antioch.

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Efforts to expand awareness of hazards in the Antioch community can be accomplished through multiple means. Online outreach through platforms like NextDoor can help give the community access to necessary disaster preparation documents. Mailings on hazard operations can provide opportunities for education to those families without access to broadband. Translation options for non-English speaking populations can help the City reach residents who otherwise would not be able to engage.

How familiar are you with emergency services and protocol in Antioch? [Link to Office of Emergency Services: https://www.antiochca.gov/police/oes/](https://www.antiochca.gov/police/oes/)

Answered: 122 Skipped: 12



Other Outreach

Understanding community needs and concerns can help the City develop policies and programs that address these needs and concerns. Successful outreach efforts help develop trust between the Antioch community and City government, which is important in promoting climate initiatives and building resilience to hazards.

Actions:

1. Partner with trusted community organizations, such as libraries, to distribute information on hazards and emergency responses
2. Keep the public informed about City goals and projects
 - a. Consider development of an open data platform available to the public to increase transparency
3. Increase presence at community events to directly interact more often with the Antioch community
4. Explore the possibility of hiring a Community Representative to enhance dialogue between the City of Antioch and Antioch communities

Workforce Development and Local Economy

Sustainable, local businesses can provide essential services for the local economy and Antioch community as a whole. The Bay Area Climate Assessment warns of regional infrastructure failings in the cases of large-scale flood and earthquake events. Consequences of these major natural disasters may include failings in energy distribution, food distribution, and the energy grid. A robust local business environment can enhance Antioch's self-sufficiency in times of regional emergency.

Support for local business can also help Antioch achieve its greenhouse gas reduction goals. By aligning Antioch's business needs with the education, skills, and expertise of the workforce, residents can significantly reduce commute distances and times. As a bedroom community, most Antioch residents travel to locations outside Antioch to get to work. Antioch commutes reflect these characteristics. Census data indicates that the average commute for Antioch residents is over 45 minutes, which is approximately 19 minutes higher than the national average of 26.4 minutes. In addition, 68.6% of Antioch commutes are done by driving alone to work.⁴² This data suggests that the combination of local business expansion and workforce development could reduce greenhouse gas emissions by changing commute patterns.

Supporting local business and implementing local hire practices can reduce commute times and provide increased opportunities for residents to use alternate forms of transportation. An Antioch resident commuting to San Jose has little choice but to drive to work. An Antioch resident who commutes just two miles has the opportunity to ride a bicycle to work. Even in the case that this resident drives to work, the emissions saved from driving two miles instead of seventy miles over the course of a year are substantial.

Local business can also help build community togetherness. If people live and work in the same city, they contribute to their community through their jobs and get to know their fellow residents, which helps build strong communities.

To address the climate challenge, Antioch will need a workforce capable of taking the necessary actions. Electrical installation, HVAC efficiency projects, and green engineering can enhance community livability and resilience. Projections suggest that, by 2026, construction jobs will increase by 18% and electrician jobs will increase by 13% over since 2016.⁴³ The Bureau of Labor Statistics projects that solar PV installers and wind turbine technicians will be the two fastest growing jobs between 2018 and 2028.⁴⁴ Training in these occupations can help transform the local economy to one that

⁴² U.S. Census Bureau -

<https://data.census.gov/cedsci/profile?q=Antioch%20city,%20California&q=1600000US0602252>

⁴³ California Employment Development Department -

<https://www.labormarketinfo.edd.ca.gov/OccGuides/FastGrowingOcc.aspx>

⁴⁴ https://www.bls.gov/emp/images/growing_occupations.png

is both robust and environmentally friendly. Workforce development programs, such as electrician and solar installation training, can promote competitiveness of Antioch workers while supporting the goal of moving Antioch toward an economy that emits less carbon dioxide and other greenhouse gases.

Goals:

- Prepare the Antioch workforce for a changing climate
 - Invest in workforce training programs for construction, green building, electricians, and PV installers
- Provide opportunities for low-income residents to acquire living wage jobs
- Reduce commuting times for Antioch residents and workers

Actions:

1. Establish local hire practices in procurement guidelines
2. Work with the Northern Waterfront Economic Development Initiative (NWEDI) on strengthening an equitable local green economy with local hire support and effective workforce development programs
3. Partner with educational institutions to promote environmental initiatives and provide professional experiences to students in building, planning and conservation

Economic Security and Equity

The issue of economic security frames many of the issues surrounding climate change. As has been discussed, climate changes are likely to put severe financial strain on Antioch communities and families. Increased energy demand and water scarcity are expected to raise the costs of these utilities. Increases in utility costs puts financial strain on families to afford other necessities such as housing, particularly when over 50% of Antioch renters are paying at least 35% of their income in rent.⁴⁵ The heat-or-eat dilemma already faced by low-income families may soon become a “cool-or-eat” dilemma during the summer months. Damages related to flooding, which will occur in communities with higher levels of low-income residents, put further strain on household finances and health.

In these ways, Antioch’s low-income residents are most vulnerable to the projected effects of climate change. The City will develop the capacity to aid and support low-income communities in responding to these challenges.

High Priority Action: Urban Farming

Urban farming addresses a multitude of issues related to climate change. It can help provide food security by producing healthy and affordable food for low-income residents, particularly important considering the uncertainty of future food prices.

Using local composting systems can harness the power of waste to enhance the quality of the soil and produce nutrient-rich food. Recycled water, rainwater harvesting, and water storage infrastructure can help urban farms develop resilience to drought by providing consistent water sources.

Urban farming can also cool the Antioch community by decreasing impervious surfaces and reducing the urban heat island effect.

Actions:

1. Hire low-income community representative to better understand the needs of low-income communities and more effectively conduct engagement efforts
2. Develop guidelines to encourage urban farming in the Antioch community
3. Center equity in consideration of climate policy and programming

⁴⁵ U.S. Census Bureau - https://data.census.gov/cedsci/table?q=Antioch%20city%20housing%20burden&g=1600000US0602252,2009250&hidePreview=false&tid=ACSDP5Y2018.DP04&t=Housing&vintage=2018&cid=DP04_0001E&layer=place

Implementation and Next Steps

Implementing the strategies and actions outlined within this plan will require significant investments. However, considering the costs of inaction – property damages due to floods, increased utility bills, grid shutdowns, healthcare costs associated with extreme heat and poor air quality etc. – the benefits of taking action become more apparent.

Many of the goals and actions laid out in this document can be implemented quickly. Other goals and actions will take many years, and perhaps decades to implement. Approaches for these sets of actions will differ. Funding for longer periods of time can be more volatile, and proof of project success will be important to illustrate. For this reason, it is important that the City establish a monitoring system that tracks actions that contribute to long-term goals. Understanding and learning lessons from implemented programs and policies will help Antioch transform into a sustainable, equitable, and resilient city.

Short-term implementation

Actions that can be implemented quickly and build immediate capacity will have the largest effect in the short-term. Preparing efficient disaster responses and engaging more community members – especially youth – are top priorities for building short-term community resilience. Implementation of small-scale actions that address long-term goals can also have a significant impact in the intersection of resilience and sustainability. These actions, such as expanding low-income home weatherization projects, increase resilience in the short-term while contributing to the longer-term goals of increasing energy efficiency and reducing emissions from the built environment.

The primary barriers to quick implementation include lack of funding and lack of City staff capacity. For this reason, actions that build staff and community capacity to take action are important in the short-term. Coordinating with regional agencies to pool funds and staff time toward mutually beneficial projects will help accomplish shared goals and build professional relationships.

The City of Antioch will soon receive funding for some of the proposed projects in this document. Funding through the Community Development Block Grant (CDBG) program will support programs that build community resilience and enhance disaster preparedness. Potential funding from the Coastal Conservancy can help build

community capacity by providing outreach support in North Antioch to familiarize people with the consequences of climate change. The City of Antioch can learn from North Antioch communities and work together to develop equitable solutions to climate-related issues.

Long-term implementation

Many CARP goals, especially those that relate to greenhouse gas emission mitigation, cannot possibly be accomplished within the next five to ten years without a substantial change in availability of funding, staff capacity, and community involvement. These goals are processes and transformations that will take a long time to implement and take shape. The shift to zero net energy (ZNE), for example, is a process that will take many years to achieve.

Antioch can, however, take steps that begin these processes. As the effects of climate change become more apparent, increased capacity – in the form of wider scale urgency and, ultimately, funding – for climate action will likely increase. The City of Antioch can begin by establishing monitoring mechanisms to understand the outcomes of its programs and policies, and developing understanding of how to build climate resilience in a community.

2025 Climate Action and Resilience Plan

The 2020 Climate Action and Resilience Plan is the first in a series of Climate Action and Resilience Plans that aim to build long-term resilience in Antioch. The City of Antioch will begin development of the 2025 Climate Action and Resilience Plan in 2023. The 2025 CARP will be completed before the next 5-year Consolidated Plan to ensure that building community resilience maintains its status in the following rounds of CDBG funding. Actions laid out in the 2020 CARP will be monitored and tracked to understand project successes and barriers to better understand how to build climate resilience. Each CARP will build off of the previous editions, and incorporate lessons learned into each new edition.

Summary of Actions

The Climate Action and Resilience Plan has outlined many strategies and actions that Antioch can use to move toward a more resilient, sustainable, and equitable community. This section lays all these strategies and actions in one place.

Clarifying the Action Summary Chart

Action summary charts are broken down into five categories: **Transportation, Energy, Waste, Hazard Preparedness, and Community Capacity Building**. Though they are all connected, they each present unique opportunities for action and are categorized separately.

The action summary chart includes four columns: **Action, Partners and Funding, Action Status, and Benefits**. These strategies and actions are used to address the broad goals laid out at the beginning of each section.

Action:

The action column describes strategies and actions to build resilience in the Antioch community. Some strategies have multiple actions that contribute to a greater strategy. Actions and strategies will be **bolded**.

Action status:

- **In Progress** – Actions that have already begun implementation phase
- **Planned** – Actions that are being considered for implementation or have been approved for implementation but have yet to be begun.
- **Long-term Planning** – Actions that require long-term planning or will directly contribute to strategies that require long-term planning

Partners and Funding:

It is not possible for Antioch to become climate resilient without help from outside sources. This column highlights the contributions of different organizations and departments within the City of Antioch that will be primarily responsible for implementation of the action. Funding sources, which also may be partnering organizations, are indicated by *italics*.

Benefits:

Any action laid out in the document is likely to have multiple benefits for the Antioch community. A list of the broadly based benefits is shown below.

- **Mitigation (greenhouse gas emissions reduction):**
 - ❖ Reduce vehicle miles travelled (VMT)
 - ❖ Reduce the emissions impact of VMT
 - ❖ Reduce energy demand
 - ❖ Reduce the emissions of energy use
 - ❖ Reduce emissions from organics decomposition
 - ❖ Increase carbon sequestration (removal from atmosphere)
 - ❖ Contribute to a clean (emission-free) local economy
- **Adaptation:**
 - ❖ Prepare community for the increased likelihood of hazard occurrence
 - ❖ Prepare the built environment for the increased likelihood of hazard occurrence
- **Community Development:** Actions which strengthen community development include those that:
 - ❖ Strengthen engagement and dialogue between the City and community
 - ❖ Strengthen Antioch's local economy
 - ❖ Build unity within the Antioch community
- **Equity:**
 - ❖ Provide increased economic opportunity for low-income communities and communities of color
 - ❖ Build trust between the City of Antioch and low-income communities and communities of color
 - ❖ Improve the health of low-income communities and communities of color
 - ❖ Improve the quality of life for unsheltered persons.
- **Public Health:**
 - ❖ Improve outdoor and indoor air quality
 - ❖ Reduce health events related to extreme heat
- **Resource Conservation:**
 - ❖ Improve sustainability by reducing use of finite resources
 - Water
 - Energy
 - Single-use plastics

Transportation

Goals:

- Reduce the Vehicle Miles Travelled in the Antioch community through encouraging transportation mode shift
- Reduce the emissions impact of Vehicle Miles Travelled through vehicle electrification

| Action | Partners & funding | Action Status | Benefits |
|---|--|--------------------|---|
| <p>Develop Mobility Plan. Conduct a mobility study to examine the best ways to encourage active transportation and consider ways to better incorporate electric vehicles into the community's transportation network. Incorporate strategies that enhance the attractiveness of active transportation, such as increasing tree canopy and enhancing bicyclist and pedestrian safety with energy efficient lighting. Take into account the use of cool pavements to reduce the Urban Heat Island effect in locations with high levels of active transportation.</p> | Community Development, Public Works, Capital Improvement | Planned | <ul style="list-style-type: none"> ■ Mitigation ■ Public Health ■ Equity |
| <p>Expand use of BART. Conduct outreach for CCTA's Tri My Ride program to serve more communities at low cost, especially where transit gaps exist. Work to increase bicycle and automobile parking at BART, including the installation of bike lockers. Work with Contra Costa County to connect regional bike networks with the Antioch BART station.</p> | BART, CCTA | In Progress | <ul style="list-style-type: none"> ■ Mitigation ■ Public health ■ Equity |
| <p>Invest in bicycle infrastructure. Build bike lanes to increase safety of bicycle networks. Reduce sharrows (lanes that are shared between motorists and bicyclists) on roads with high-speed traffic and increase clearly demarcated bike lanes. Increase bicycle parking, such as installing bike lockers at BART, in the downtown area, and at commercial centers. Explore the viability of north-south bicycle corridors to connect bicycle networks, incorporating Environmental Design and Green Engineering (EDGE) students at Antioch High School into the design process.</p> | City of Antioch Departments: Engineering, Capital Improvement, Environmental Resources, Antioch High School EDGE Academy, BART | In Progress | <ul style="list-style-type: none"> ■ Mitigation ■ Public health ■ Equity |

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| Action | Partners and funding | Action Status | Benefits |
|---|---|---------------------------|---|
| <p>Work with Contra Costa County agencies to improve bicycle programming and encourage youth to ride more often. 511 Contra Costa currently offers programs to work towards this goal, including the summer bike challenge and Street Smarts. For summer 2020, Antioch will have a Summer Bike Challenge for the first time. Continue and expand outreach to support programs that encourage bicycle use.</p> | 511 Contra Costa, CCTA, SCOCO, | In Progress | <ul style="list-style-type: none"> ▪ Mitigation ▪ Public Health |
| <p>Work with CCTA to coordinate regional transportation systems that support active transportation. Ensuring more effective transportation connections between Antioch and the rest of the Bay Area can help expand job opportunities for Antioch residents, and support Antioch businesses in recruiting employees. Advocate that regional transportation efforts focus on public transit and strategically expanding bus and rail access within the Bay Area region.</p> | CCTA | Planned | <ul style="list-style-type: none"> ▪ Mitigation ▪ Public health ▪ Equity |
| <p>Use CCTA's Electric Vehicle Readiness Blueprint to strategically place electric vehicle charging stations in the city. Downtown Antioch is labelled as a high priority area for EV charging. Work to secure funding for EV charging projects in downtown and commercial areas.</p> | Antioch Economic Development, CCTA | Planned | <ul style="list-style-type: none"> ▪ Mitigation ▪ Public health |
| <p>Provide financial incentives for residents and businesses to switch to EV. Conduct outreach to support programs such as Clean Cars for All that provide the financial resources and support to switch away from combustion engine vehicles and toward electric vehicles.</p> | <i>Clean Cars for All, Grid Alternatives,</i> Antioch Environmental Resources | In Progress | <ul style="list-style-type: none"> ▪ Mitigation ▪ Public health ▪ Equity |
| <p>Provide an Electric Vehicle Buying Guide for the City of Antioch. The City has an opportunity to provide community leadership in encouraging the use of electric vehicles. Increased electric vehicle purchases from the City will require more EV parking infrastructure in the downtown area, resulting in greater EV parking capacity and potentially higher rates of EV adoption in the community.</p> | Antioch Environmental Resources | Long-term planning | <ul style="list-style-type: none"> ▪ Mitigation ▪ Public health |

Energy

Goals:

- Increase fuel switching from natural gas to electricity
- Increase energy security by reducing energy demand
- Reduce the impact of electricity use on greenhouse gas emissions

| Action | Partners & Funding | Action Status | Benefits |
|--|---|--------------------|---|
| <p>Facilitate energy efficiency improvements in homes. Work with organizations such as BayREN provide rebates and other financial incentives to qualifying residents to improve energy efficiency in their homes. Promote and support these programs. The City of Antioch is also partnering with Contra Costa County to increase participation in the County's low-income Weatherization Program. The City can support low-income residents by helping with paperwork and other logistical issues as well as expanding outreach to increase the number of residents participating in this program.</p> | <p>CDBG, BAAQMD, BayREN, Contra Costa County</p> | <p>In Progress</p> | <ul style="list-style-type: none"> ■ Adaptation ■ Mitigation ■ Public health ■ Equity |
| <p>Consider the potential of alternate energy generation and storage. Conduct a Microgrid Feasibility Study to examine how Antioch can proceed in incorporating microgrids in community and municipal operations. Microgrids, combined with battery storage technology, can increase resilience to future Public Safety Power Shutoffs (PSPS) due to their ability to operate without reliance on the main grid. They can also serve as a backup option during shutoffs related to fire, earthquake, flood, and severe storms. These technologies can be implemented in single family homes as well as smaller multifamily and commercial lots.</p> | <p>Antioch Environmental Resources, Contra Costa County</p> | <p>Planned</p> | <ul style="list-style-type: none"> ■ Adaptation ■ Equity ■ Mitigation |
| <p>Expand Solar Installation in homes and businesses by partnering with organizations like SunShares and Grid Alternatives that provide financial resources and support for solar installation. Conduct outreach to expand awareness for programs with financial incentives to switch to solar to increase energy affordability.</p> | <p>CDBG, SunShares, Grid Alternatives</p> | <p>In Progress</p> | <ul style="list-style-type: none"> ■ Equity ■ Community development ■ Mitigation |

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| Action | Partners & Funding | Action Status | Benefits |
|--|---|--------------------|---|
| Require electric panel upgrades in major renovations to build the capacity for more widespread solar adoption. By requiring electric panel upgrades, the Antioch community provide capacity for future generations to implement scalable household solar energy. Explore potential allocation of transfer tax funds during home sale for electric panel upgrades. | City Council, Planning Commission | Long-term planning | <ul style="list-style-type: none"> ▪ Mitigation ▪ Adaptation |
| Encourage newly developed buildings to be 100% electric. In order to move toward a built environment without fossil fuel energy, the City can encourage 100% electrical through requirements on new construction, or through development bonuses for building a 100% electric building. | City Council, Planning Commission | Long-term planning | <ul style="list-style-type: none"> ▪ Mitigation ▪ Public health |
| Increase the amount of reflective and cooling surfaces in Antioch. Cool roofs and pavements can reduce the Urban Heat Island effect and help cool Antioch in the hot season. Tree planting campaigns can lower the urban heat island effect and provide shade in neighborhoods. Prioritize opportunities to cool the City's built environment in areas with more intense urban heat island effect and in areas that are expected to receive high levels of development in the future. | Engineering, Public Works, City Council, Planning Commission | Long-term planning | <ul style="list-style-type: none"> ▪ Adaptation ▪ Mitigation ▪ Equity |
| Encourage fuel switching in homes and businesses. Support initiatives such as the Contra Costa County Green Business Program to encourage energy saving and fuel switching efforts. Support can be achieved through aid in outreach efforts, or through providing additional financial incentives. | SCOCO, Antioch Environmental Resources, <i>Contra Costa County Green Business Program</i> | Planned | <ul style="list-style-type: none"> ▪ Mitigation ▪ Public health |
| Explore possibilities for partnership with Community Choice Aggregation (CCA). CCAs source more clean energy than traditional utilities, which helps reduce emissions in energy use. CCAs can also provide valuable funding for clean energy infrastructure projects, such as electric vehicle charging stations and energy storage programs. | Environmental Resources, CCA, City Council | Planned | <ul style="list-style-type: none"> ▪ Mitigation ▪ Equity ▪ Community development |

Waste

Goals:

- Begin building the systems to transform Antioch into a low carbon, low waste community and contribute to a circular economy
- Gather community engagement and support for a circular economy

| Action | Partners and funding | Action Status | Benefits |
|---|---|---------------|--|
| <p>Expand outreach efforts for the Antioch commercial composting and organics program. The City of Antioch has recently hired a part-time, temporary employee to focus on waste-related issues. The primary role of this employee will be to implement composting collection at local events and city facilities. Should funding continue, this position could also be used to encourage composting in businesses. Republic Services currently has a Recycling Coordinator that works primarily on getting Antioch businesses set up on the organics program and increasing their waste diversion efforts.</p> | Environmental Resources, Republic Services | In Progress | <ul style="list-style-type: none"> ■ Mitigation ■ Community development ■ Resource Conservation |
| <p>Decrease use of non-recyclable/compostable single use disposables. Single use disposables, items that are used once and then thrown away, are widespread in the Antioch community. In order to move toward a circular economy, the City can encourage or require use of compostable and recyclable materials.</p> | City Council | Planned | <ul style="list-style-type: none"> ■ Pollution Reduction ■ Resource Conservation |
| <p>Create a Sustainable Purchasing Information Guide to inform future City of Antioch procurement. Such a guide would help the City lead the effort of moving toward a low-waste, low-carbon economy. The City could also distribute the guide to the community to encourage sustainable purchasing by the Antioch community.</p> | Antioch Facilities Dept., Environmental Resources | Planned | <ul style="list-style-type: none"> ■ Mitigation ■ Resource Conservation |
| <p>Conduct outreach on sustainable purchasing in the Antioch community. The City of Antioch will continue to expand digital and in person outreach to encourage sustainable purchasing in the community. Expand workshops, social media posts, and community organization supporting community consumption of low-waste, low-carbon goods.</p> | Environmental Resources | In Progress | <ul style="list-style-type: none"> ■ Mitigation ■ Resource Conservation |

B75

| Action | Partners and funding | Action Status | Benefits |
|--|--|-----------------------|---|
| <p>Expand food rescue programs. Partner with organizations such as the White Pony Express for distribution of food that would otherwise go to waste. The City plans to reach out to organizations that are currently serving the community with food giveaways to determine their needs and feasible expansion. Work with the new homeless shelter to provide food for Antioch’s unsheltered population.</p> | <p>White Pony Express, Antioch CARE Center</p> | <p>Planned</p> | <ul style="list-style-type: none"> ▪ Equity ▪ Adaptation ▪ Mitigation ▪ Community Development |
| <p>Expand recycling of wastewater to productive use. More efficient use of water will be increasingly important as the California climate becomes warmer, drier, and more prone to drought. Diverting wastewater from shower and laundry drainage to landscaping can help save water in the case of drought.</p> | <p>SCOCO, Environmental Resources</p> | <p>Planned</p> | <ul style="list-style-type: none"> ▪ Adaptation ▪ Resource Conservation |

Hazard Preparedness

Goals:

- Ensure that the Antioch population is prepared for the increasing likelihood of hazard occurrence
- Ensure that Antioch's built environment is prepared for the increasing likelihood of hazard occurrence
- Expand community knowledge of effects of climate change and ensure effectiveness emergency communication systems

| Action | Partners and funding | Action Status | Benefits |
|--|--|--------------------|---|
| Expand community awareness on the risks and effects of hazards/natural disasters within Antioch. Conduct workshops with community organizations to help vulnerable communities prepare for hazards. Focus outreach efforts on flood, earthquake, fire, drought, heat. Ensure that translation services are available to ensure that non-English speaking populations are able to engage with the City's outreach efforts. | CDBG, Antioch Emergency Operations Center (EOC) | Planned | <ul style="list-style-type: none"> ▪ Adaptation ▪ Community Development ▪ Equity |
| Plant trees to reduce the impact of extreme heat and contribute to Antioch's carbon and pollution sequestration. Include tree planting in plans to increase bicycle and pedestrian infrastructure, as well as in areas with more intense Urban Heat Island effects and in areas with low levels of tree canopy. Conduct Urban Forestry Plan to coordinate planting efforts. | Tree City U.S.A, Antioch Recreation, Environmental Resources | Planned | <ul style="list-style-type: none"> ▪ Adaptation ▪ Mitigation ▪ Community Development ▪ Equity |
| Ensure that effective communication systems are in place in the event of a major hazard occurrence. Use mailings, phone messages, emails, and internet communication to distribute information in multiple languages. Tailor communication strategies to different community groups for greatest response. Continue to leverage and expand participation in the County's Community Warning System (CWS). | CDBG, Antioch Housing | In Progress | <ul style="list-style-type: none"> ▪ Adaptation ▪ Community Development |
| Install green infrastructure improvements in areas that experience high flood risk to reduce the impact of flooding. Work with organizations such as the Coastal Conservancy and with at-risk communities to determine the best ways to increase flood resilience in the built environment. | Coastal Conservancy, Engineering/Public Works | Planned | <ul style="list-style-type: none"> ▪ Adaptation ▪ Mitigation ▪ Equity |

B77

| Action | Partners and funding | Action Status | Benefits |
|---|--|--------------------|---|
| <p>Coordinate regionally to ensure transportation continuity in the case of a hazard occurrence. Severe flooding, earthquake, and fire could jeopardize use of important roads, highways, and rail networks. The Pittsburg-Antioch Highway, coastal rail lines, and low lying areas of Highway 4 are most vulnerable to disruption.</p> | CCTA, Tri Delta Transit, BART | In Progress | <ul style="list-style-type: none"> Adaptation |
| <p>Incorporate future flooding projections into the development process. Require a flood management proposal in the development process in at risk areas. Lack of planning for sea level rise can lead to high levels of property damage in at risk areas.</p> | BCDC, Engineering/Public Works, Community Development, City Council, Planning Commission | Planned | <ul style="list-style-type: none"> Adaptation Equity |
| <p>Install high efficiency air conditioning units in low-income housing to prepare the Antioch community for extreme heat hazards. Homes that receive air conditioning units would qualify for home weatherization to offset the increased energy use from air conditioner use.</p> | CDBG, Antioch Housing | Planned | <ul style="list-style-type: none"> Equity Adaptation |
| <p>Conduct analysis of vulnerable housing structures and develop a retrofit plan to increase earthquake resilience, prioritizing multifamily structures. Consider encouraging retrofits by allowing use of a housing sale transfer tax to fund seismic retrofits.</p> | CDBG, Antioch Building | Long-term Planning | <ul style="list-style-type: none"> Adaptation Equity |
| <p>Add detail and depth to plans for determining short-term shelters and longer-term rebuilding plans in the case of earthquake. Work with City and County Offices of Emergency Services to further coordinate earthquake response plans.</p> | Antioch OES, Contra Costa County Office of Emergency Services (OES) | In Progress | <ul style="list-style-type: none"> Adaptation Equity Community Development |
| <p>Expand cooling centers to include areas that are not well served by the two current cooling centers. Transition these cooling centers to clean energy supported microgrids to increase greenhouse gas emission reductions and to make Antioch's community more energy resilient. Ensure that cooling centers also transition to become clean air centers that can be used in the case of poor outdoor air quality from hazard occurrences such as fire. This goal can be accomplished through ensuring proper indoor air recycling and filtering in cooling centers.</p> | Antioch Recreation, CBDG | Long-term Planning | <ul style="list-style-type: none"> Adaptation Equity Mitigation |

| Action | Partners and funding | Action Status | Benefits |
|---|---|---------------------------|---|
| Conduct Urban Forestry Plan to better understand how trees and green infrastructure can help increase the resilience of Antioch's physical environment to climate changes. Urban forestry contributes to carbon sequestration, stormwater management and air pollution removal. | Antioch Public Works, Antioch Recreation, Environmental Resources | Planned | <ul style="list-style-type: none"> ▪ Adaptation ▪ Mitigation ▪ Public health |
| Develop rainwater capturing and storage systems to provide resilience in the case of drought. Encourage the use of rain barrels to provide a backup source of water. Implement rainwater capture systems for large-scale landscaped areas or urban farming practices. | Antioch Community Development | Long-term Planning | <ul style="list-style-type: none"> ▪ Adaptation |
| Complete desalination plant to address the salinification of the Delta and ensure long-term availability of drinking water to Antioch residents. | Capital Improvement | In Progress | <ul style="list-style-type: none"> ▪ Adaptation |
| Encourage reduced water use in community landscaping. Incorporate drought-resistant landscaping into beautification processes, use of efficient irrigation techniques such as drip irrigation, and rainwater storage as ways that the community can reduce water use in landscaping. | SCOCO, CCWD, Antioch Environmental Resources | In Progress | <ul style="list-style-type: none"> ▪ Adaptation ▪ Equity |

Community Capacity Building

Goals:

- Strengthen Antioch’s social and economic systems to promote resilience
- Remove barriers to economic, political, and social participation for low-income communities and communities of color
- Expand engagement between the City of Antioch and the Antioch community

| Action | Partners and funding | Action Status | Benefits |
|---|--|---------------------------|--|
| Hire a community representative to act as a liaison to low-income communities and the City in order to build greater trust with the community and better understand community needs. This representative can take the lead on community engagement for City projects. | <i>Coastal Conservancy, CDBG</i> | Planned | <ul style="list-style-type: none"> ■ Community development ■ Equity ■ Adaptation |
| Increase participation in the Cleaner Contra Costa Challenge. The City of Antioch is partnering with Sustainable Contra Costa and the cities of San Pablo and Walnut Creek to mobilize communities to reduce their carbon footprints. Increase engagement and outreach to help build a community-driven movement to reduce greenhouse gas emissions and increase climate resilience in the community. Partnering with local organizations is an effective way to promote the platform. | SCOCO, Contra Costa County, City of San Pablo, City of Walnut Creek, BAAQMD | In Progress | <ul style="list-style-type: none"> ■ Mitigation ■ Community Development |
| Invest in local job creation and local workforce development to build a strong local economy. Continue working with Antioch High School to provide professional opportunities to students, particularly in electrical work and construction. Work with the Northern Waterfront Economic Development Initiative to create local jobs and support the locally-based workforce. | Northern Waterfront Economic Development Initiative, Antioch Economic Development | Planned | <ul style="list-style-type: none"> ■ Community Development ■ Equity, ■ Mitigation ■ Adaptation |
| Develop a local hire policy for qualifying projects. Combining local hire with sufficient workforce development can help get Antioch residents jobs in Antioch. These policies can build financial and environmental resilience in the Antioch community, while decreasing commuting times and the associated transportation emissions. Explore local hire requirements and incentives in the Request for Proposal (RFP) process. | Northern Waterfront Economic Development Initiative, Antioch Economic Development, Antioch Community Development | Long-term planning | <ul style="list-style-type: none"> ■ Community Development ■ Equity ■ Mitigation |

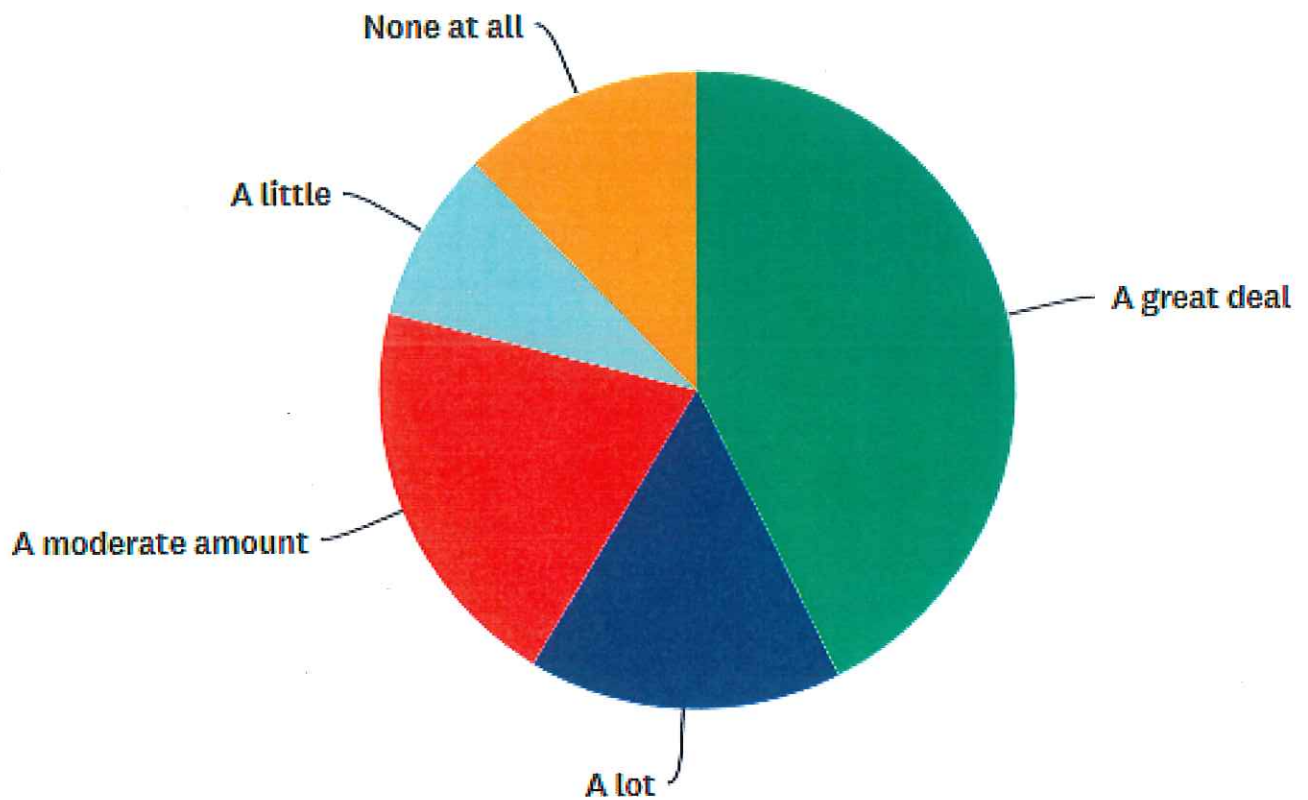
B80

| Action | Partners and funding | Action Status | Benefits |
|--|---|---------------------------|---|
| Encourage urban farming in the Antioch community. The City of Antioch can encourage urban farming through zoning policies. Combining urban farming with compost collection and distribution can help promote public health through food security, community togetherness, and reduced greenhouse gas emissions. | Antioch Community Development | Long-term planning | <ul style="list-style-type: none"> ▪ Community Development ▪ Equity ▪ Adaptation ▪ Mitigation |
| Engage Antioch youth. Work with high schools to make sure students have opportunities for professional experience before leaving the classroom. Consider providing and expanding internship programs at the City. Support programs such as Pilot City and Rising Sun to secure students with internship experience pre-graduation. | Antioch High School, Rising Sun, Pilot City | In Progress | <ul style="list-style-type: none"> ▪ Community Development ▪ Equity ▪ Adaptation ▪ Mitigation |
| Work with the Northern Waterfront Economic Development Initiative to strengthen an equitable local green economy. Develop competitive and sustainable local business driven by effective workforce development. Coordinate with neighboring cities to best understand how to move forward. | Northern Waterfront Economic Development Initiative, Antioch Economic Development | Long-term Planning | <ul style="list-style-type: none"> ▪ Community Development ▪ Mitigation ▪ Adaptation |

Appendix I: Survey Results

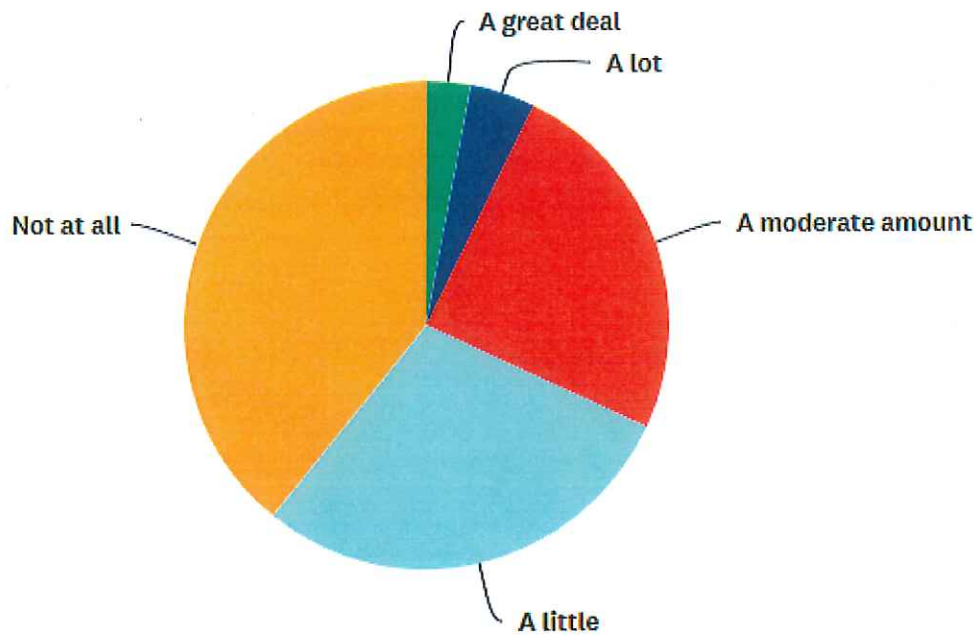
How worried are you about climate change?

Answered: 138 Skipped: 0



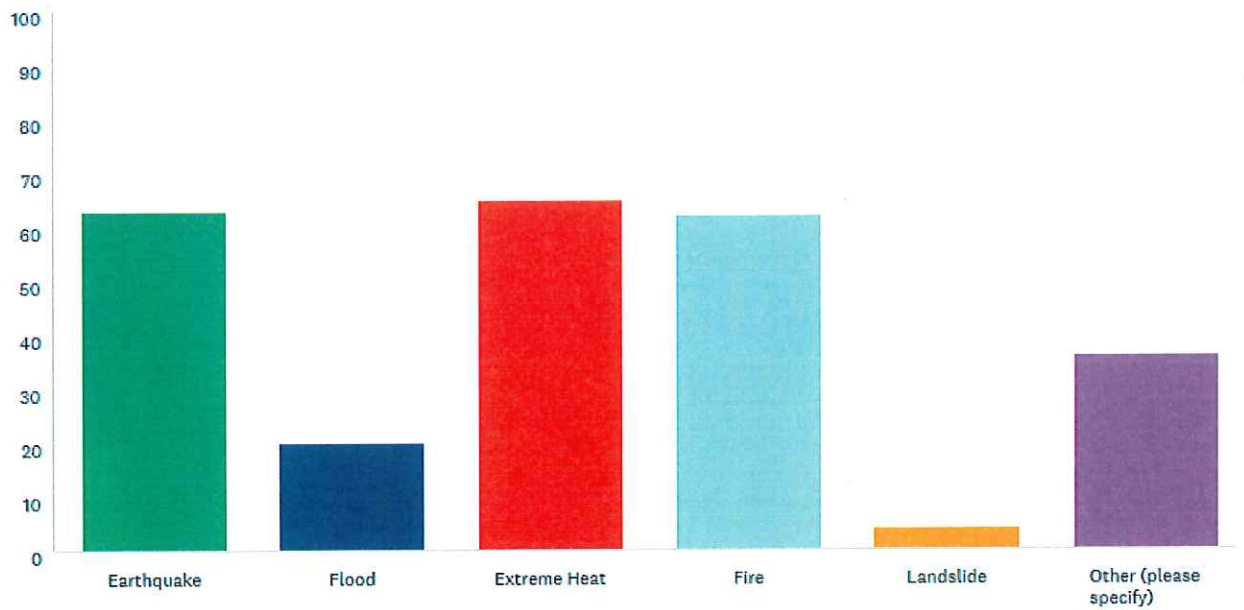
How engaged are you with Antioch local government?

Answered: 138 Skipped: 0



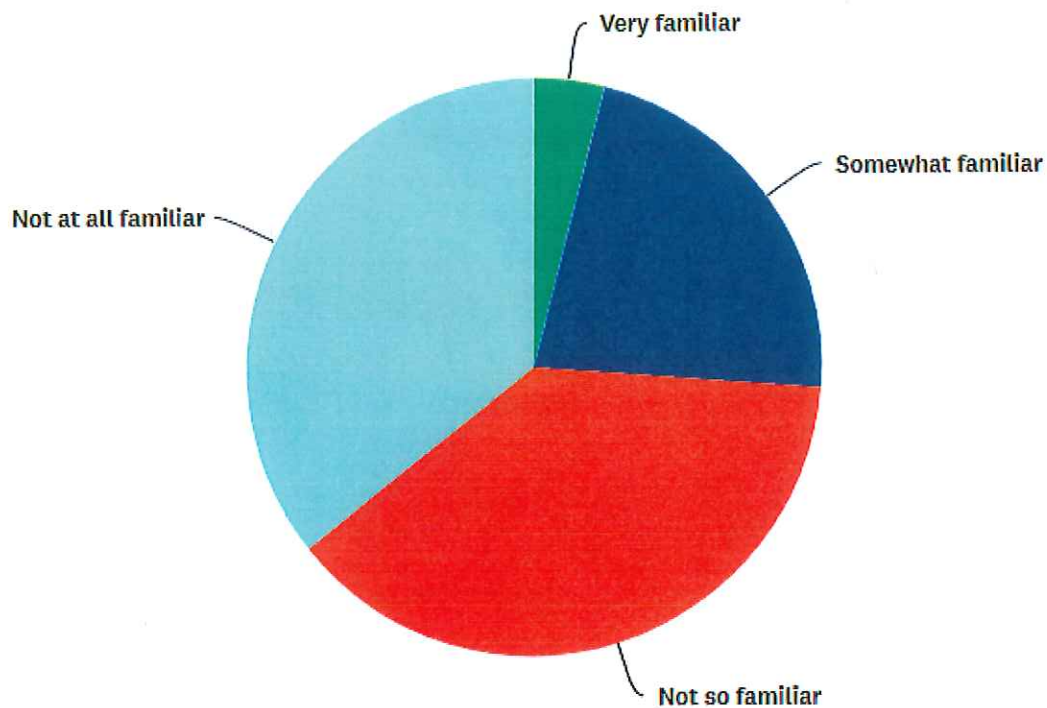
What hazards are you most concerned about in Antioch?

Answered: 126 Skipped: 12



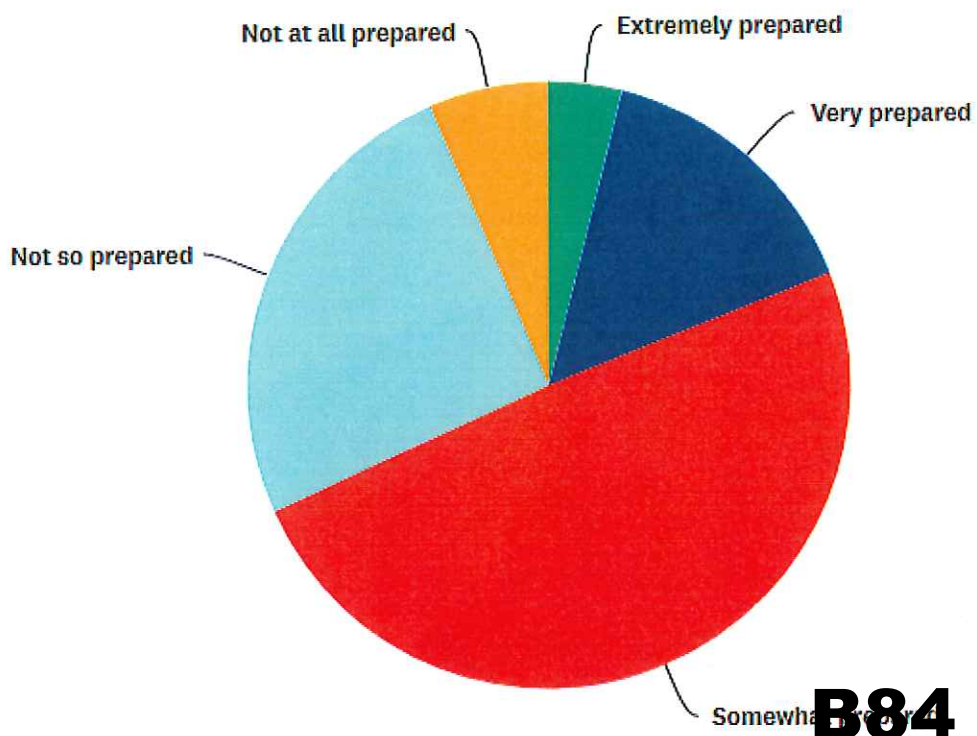
How familiar are you with Antioch's Office of Emergency Services (OES)?

Answered: 126 Skipped: 12



How prepared do you feel for an extreme hazard event (fire, earthquake, flood)?

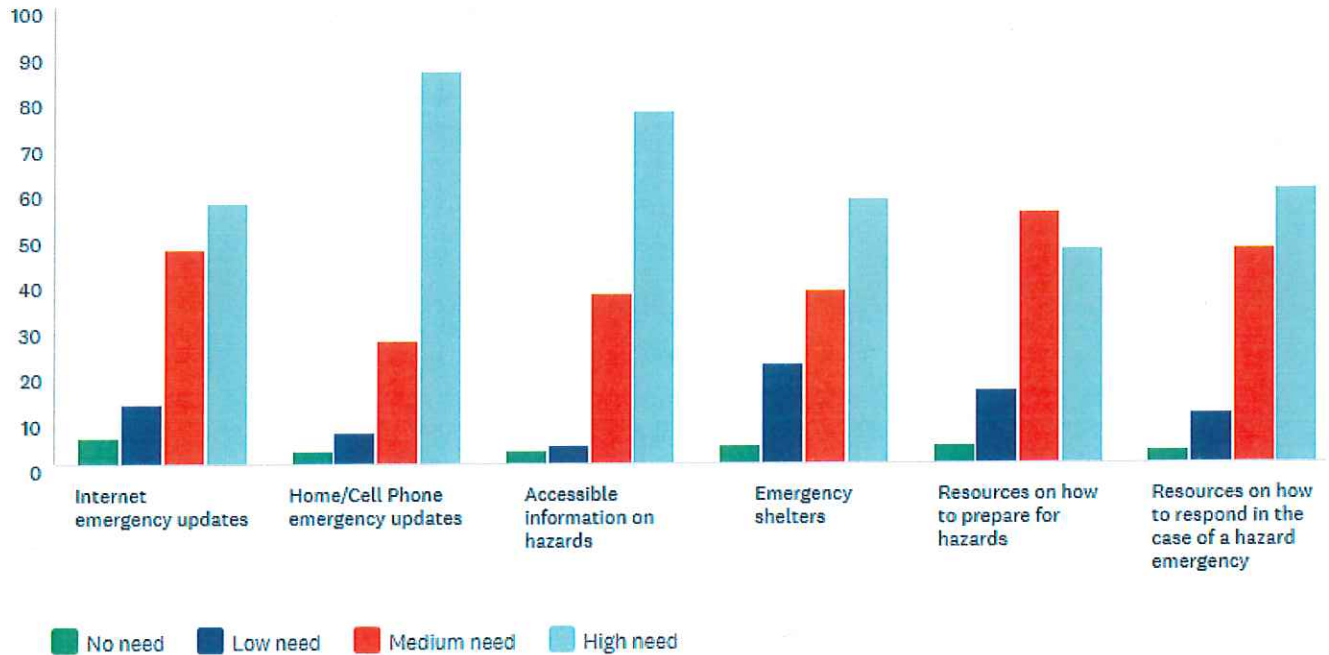
Answered: 126 Skipped: 12



B84

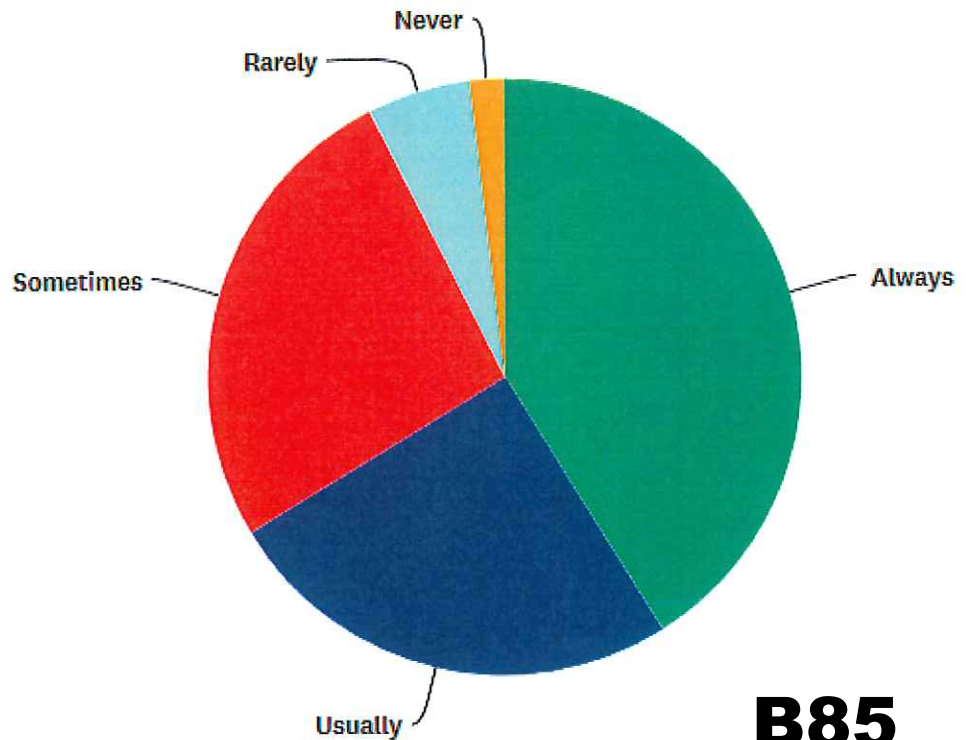
Please rate the need for the following emergency actions.

Answered: 125 Skipped: 13



Do you feel like your energy bills are too high?

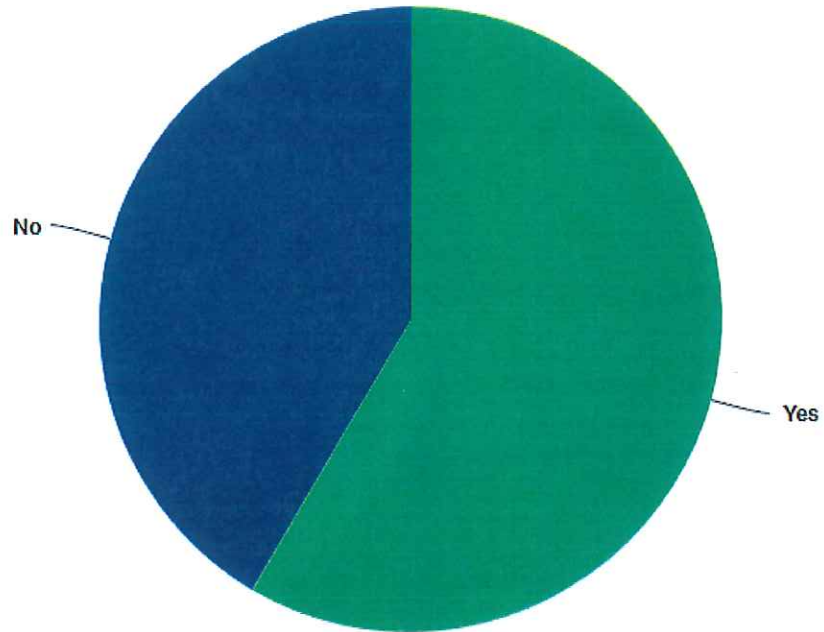
Answered: 107 Skipped: 31



B85

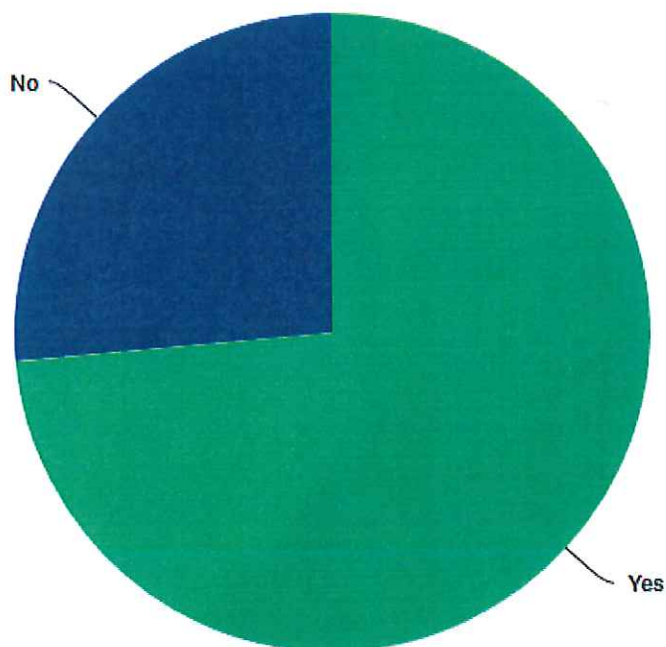
Would you like access to a home energy efficiency audit if it was free of cost?

Answered: 106 Skipped: 32



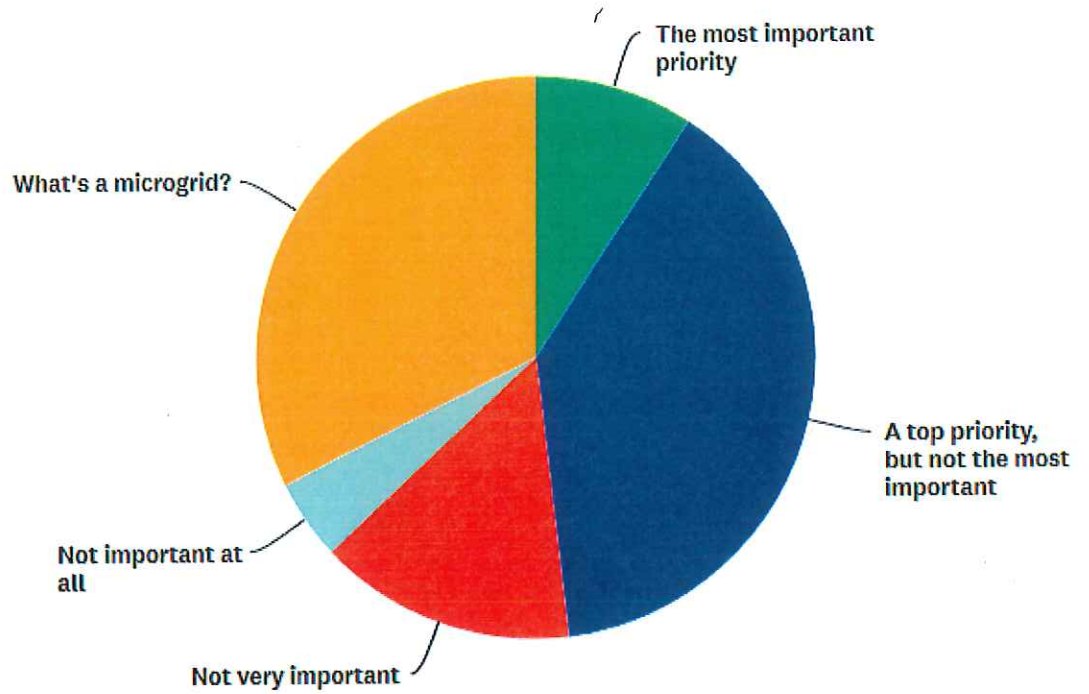
Would you support Community Choice Aggregation (CCA) in Antioch?

Answered: 95 Skipped: 43



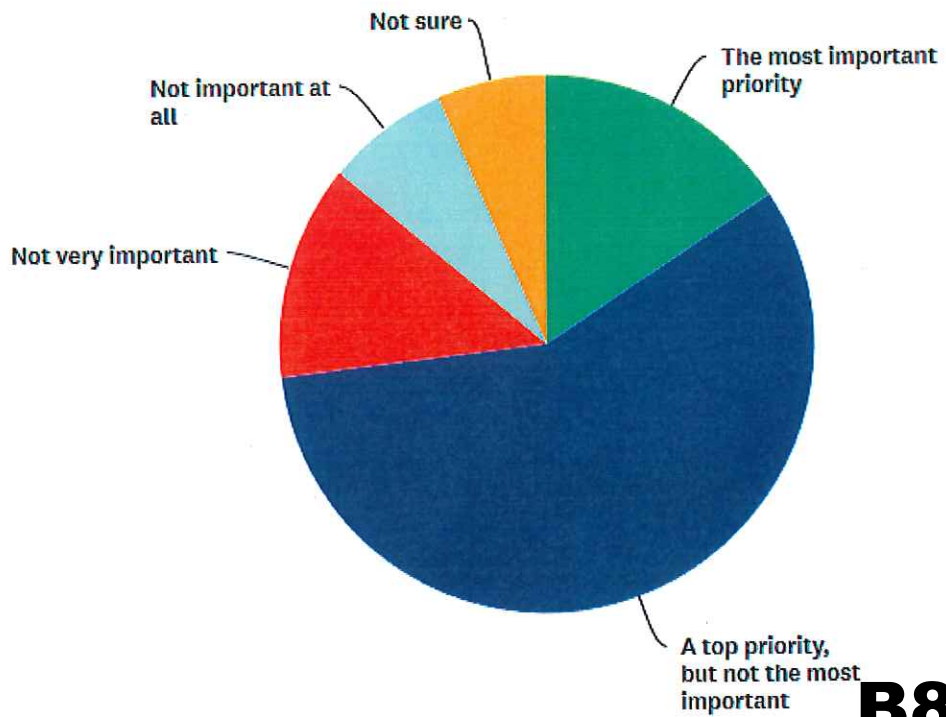
Please rate the need for expanding microgrid use in Antioch.

Answered: 108 Skipped: 30



Please rate the need for expanding solar power in Antioch.

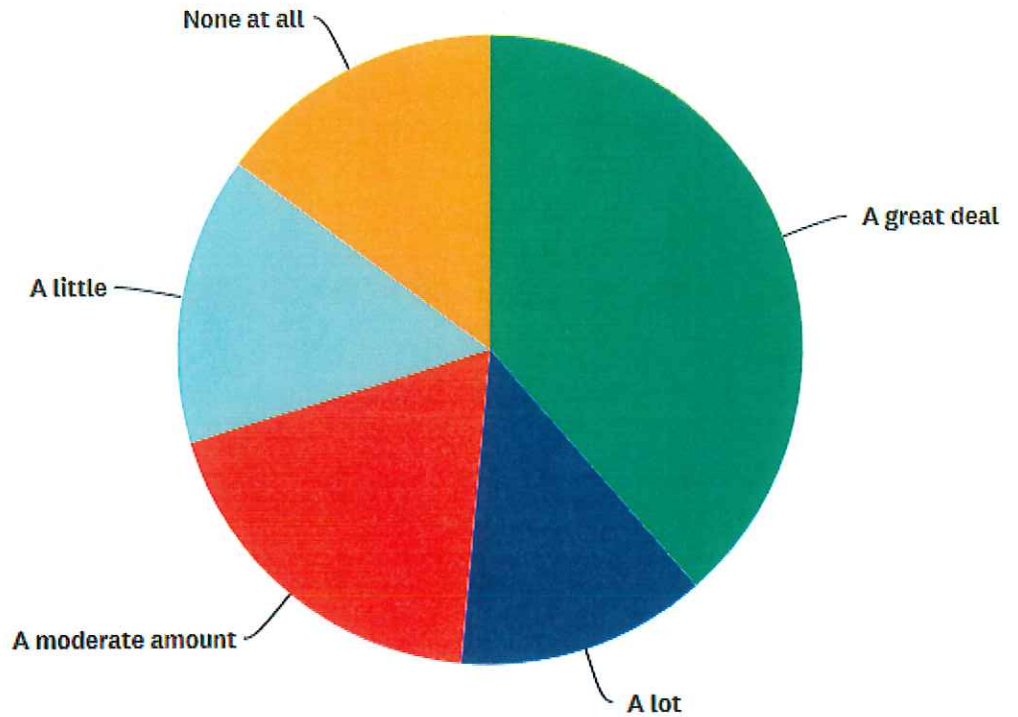
Answered: 108 Skipped: 30



B87

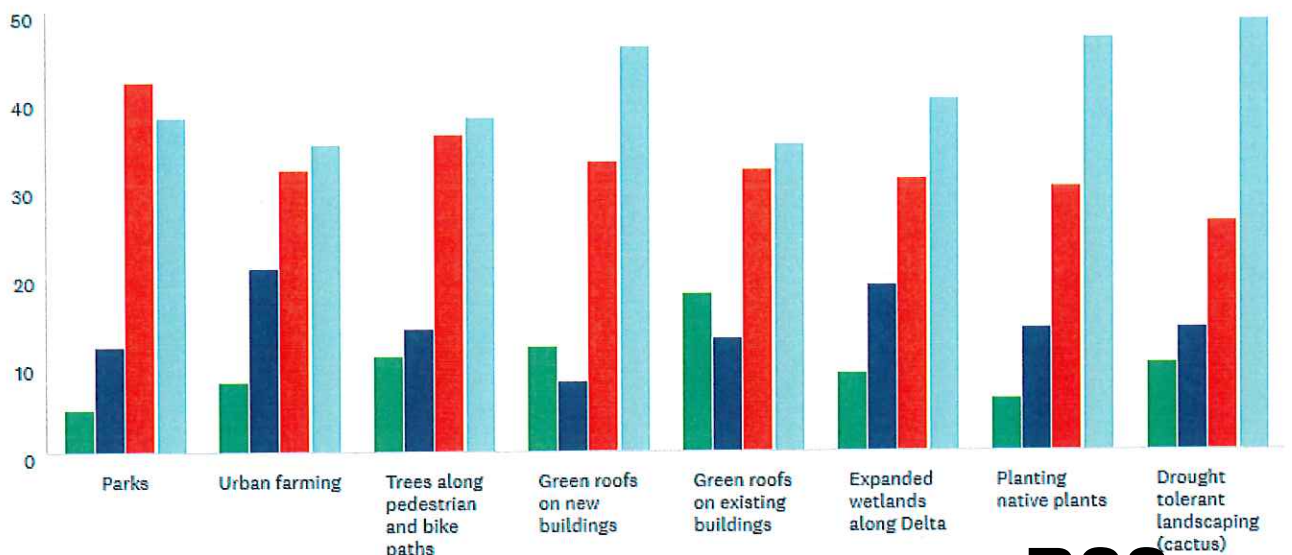
How concerned are you about temperature increases in Antioch?

Answered: 101 Skipped: 37



Please rate the need for the following green infrastructure improvements in Antioch.

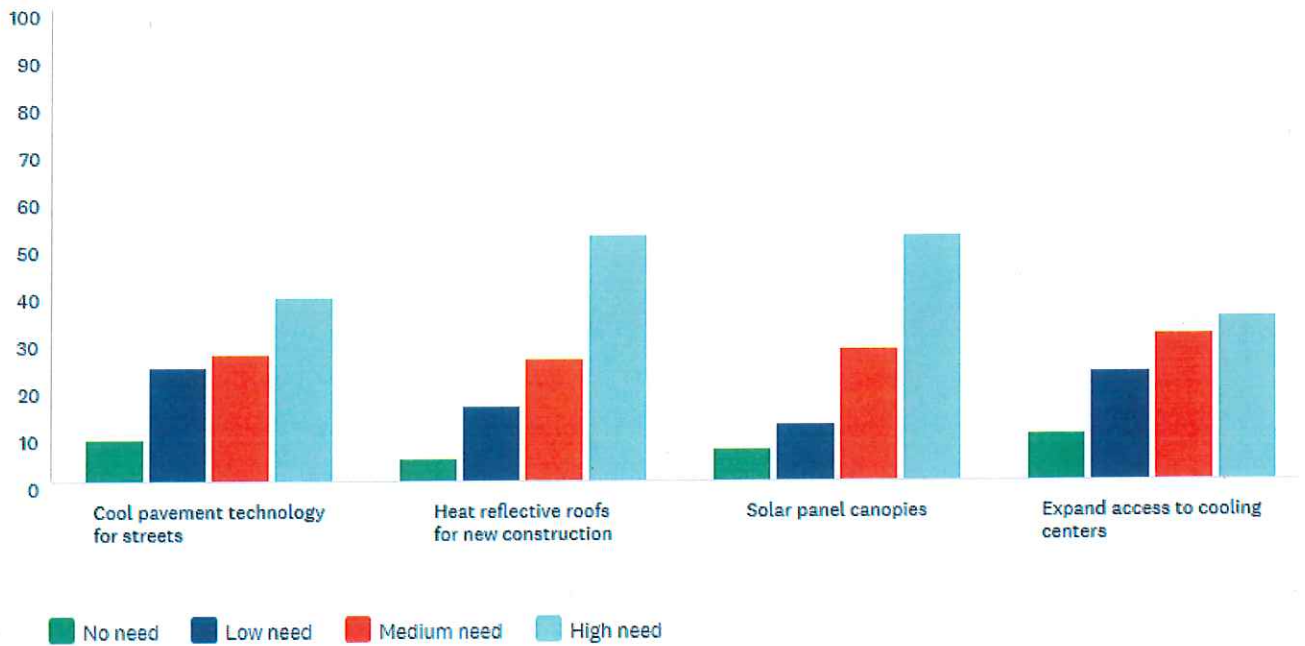
Answered: 100 Skipped: 38



B88

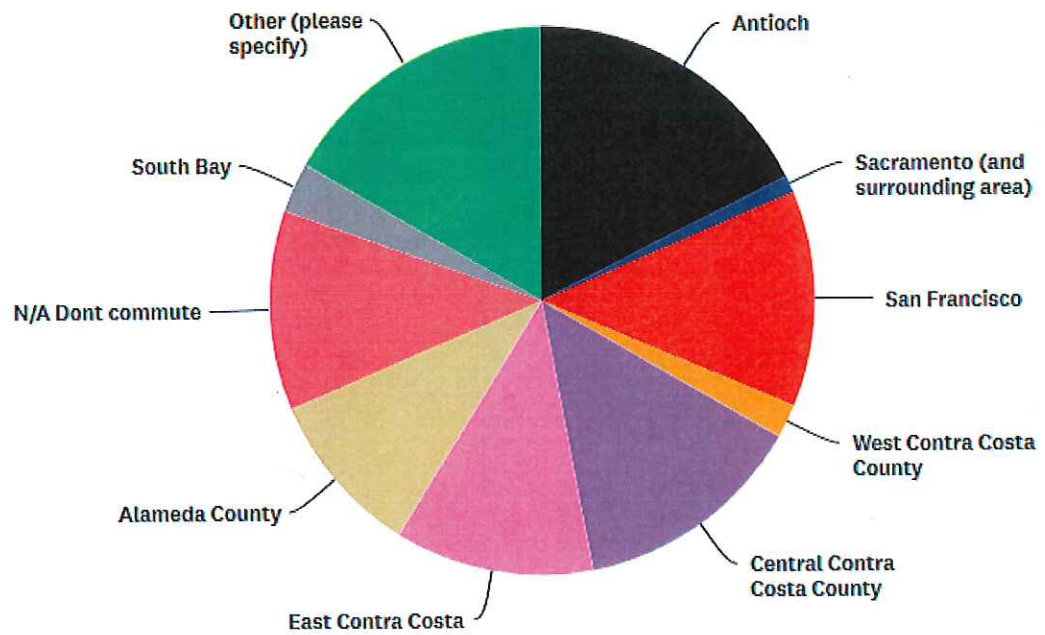
Please rate the need for other materials and facilities that can help cool down our communities.

Answered: 100 Skipped: 38



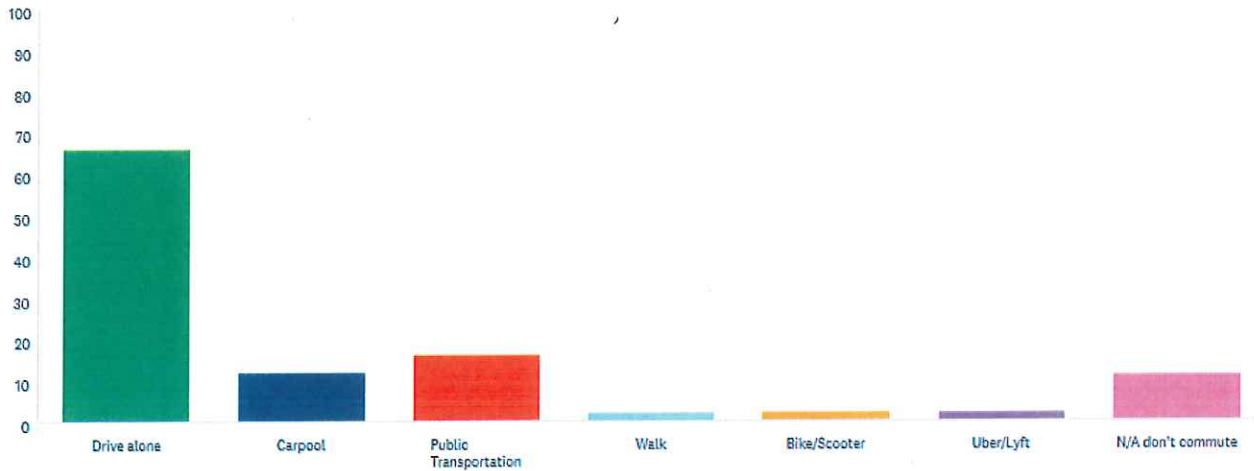
Where do you to commute for work?

Answered: 102 Skipped: 36



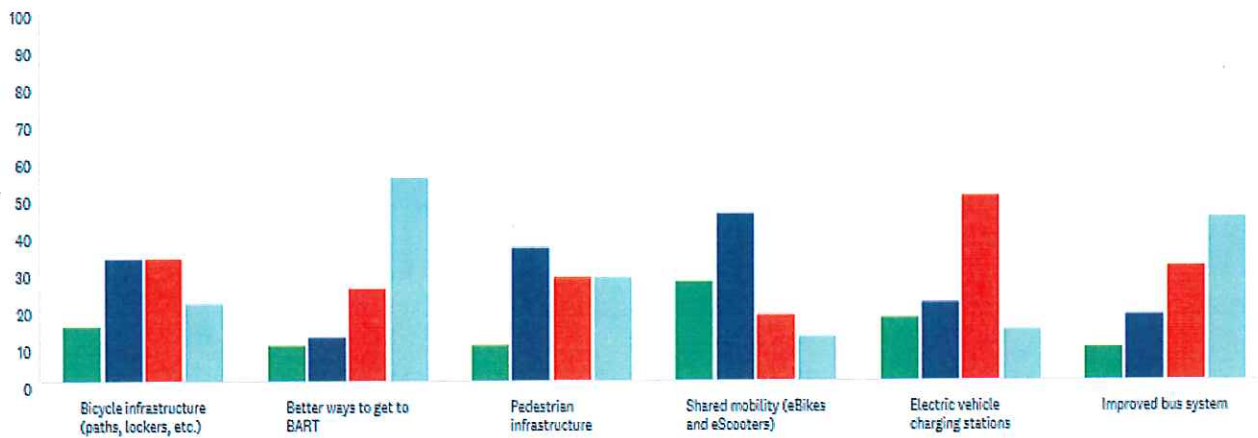
How do you usually get to work? (Select all that apply)

Answered: 102 Skipped: 36



Please rate the following alternative transportation needs for Antioch.

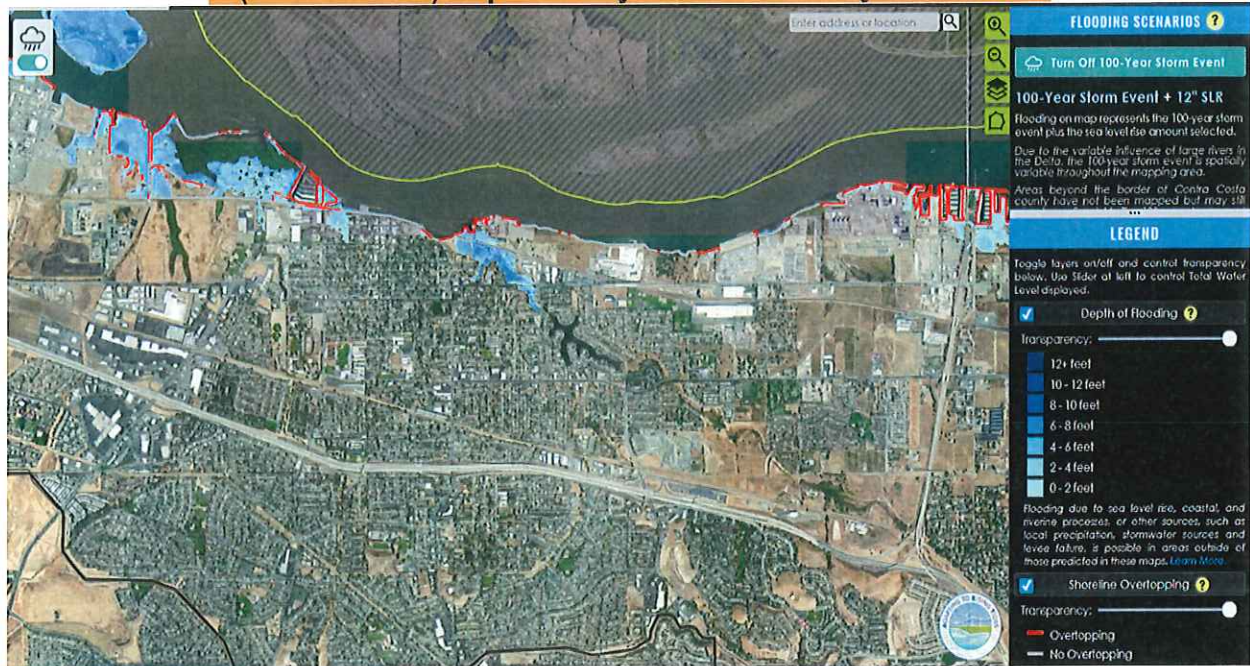
Answered: 102 Skipped: 36



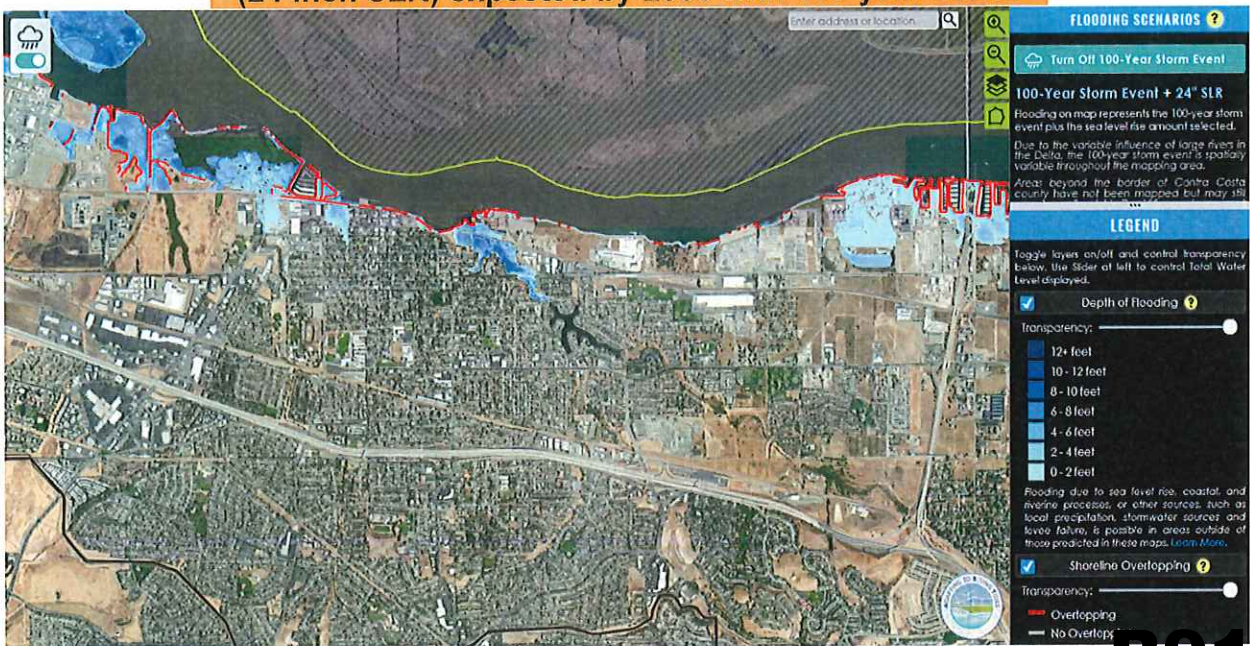
Appendix II: Hazard Mapping

Flood Mapping

(12 inch SLR) expected by 2030 with 100-year storm

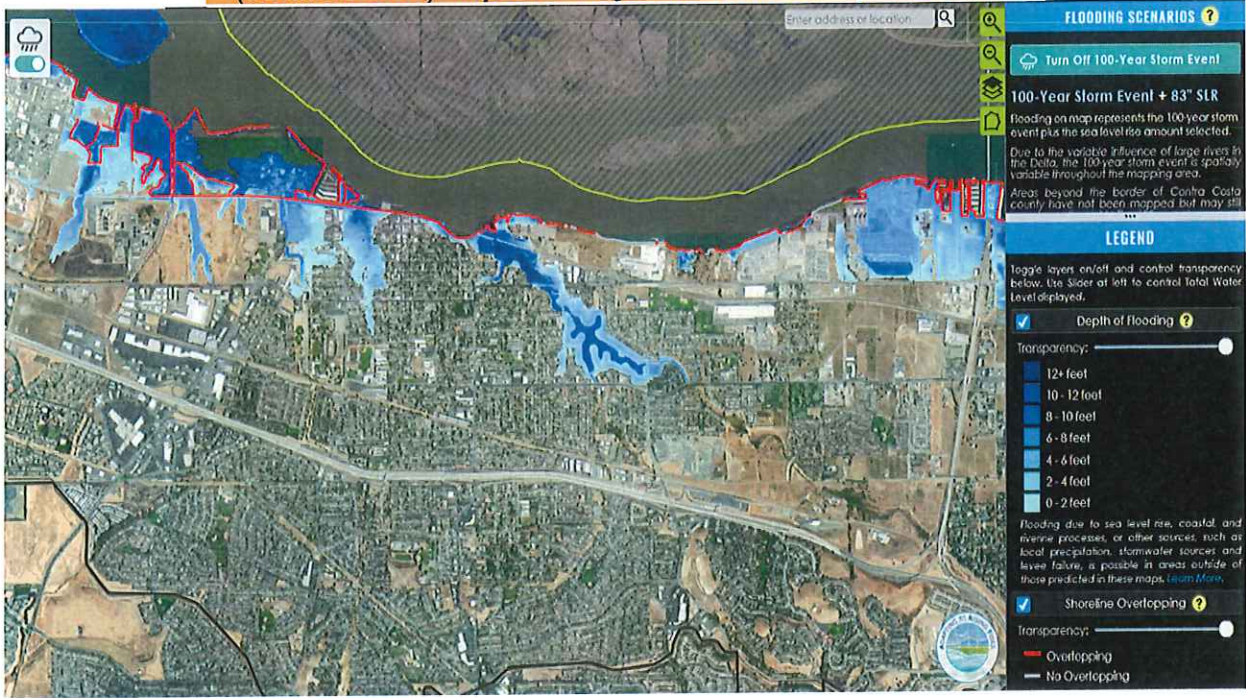


(24 inch SLR) expected by 2050 with 100-year storm



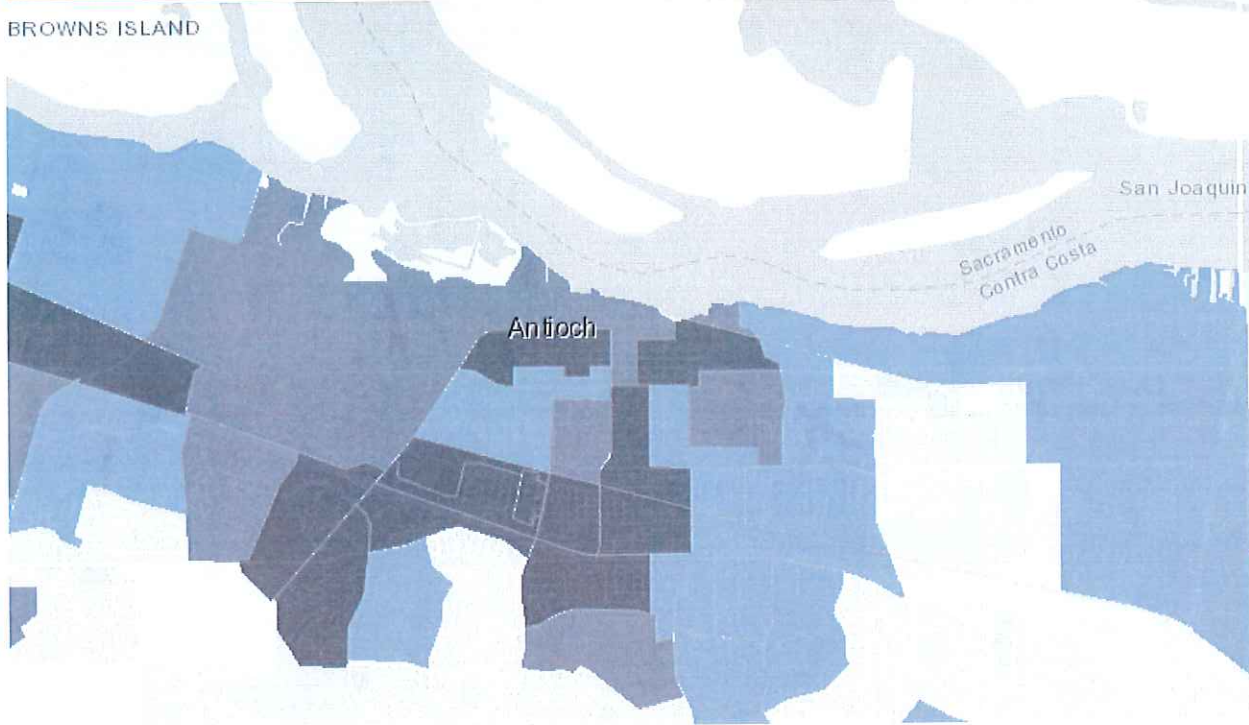
B91

(83 inch SLR) expected by 2100 with 100-year storm



BCDC Flood Vulnerability Mapping

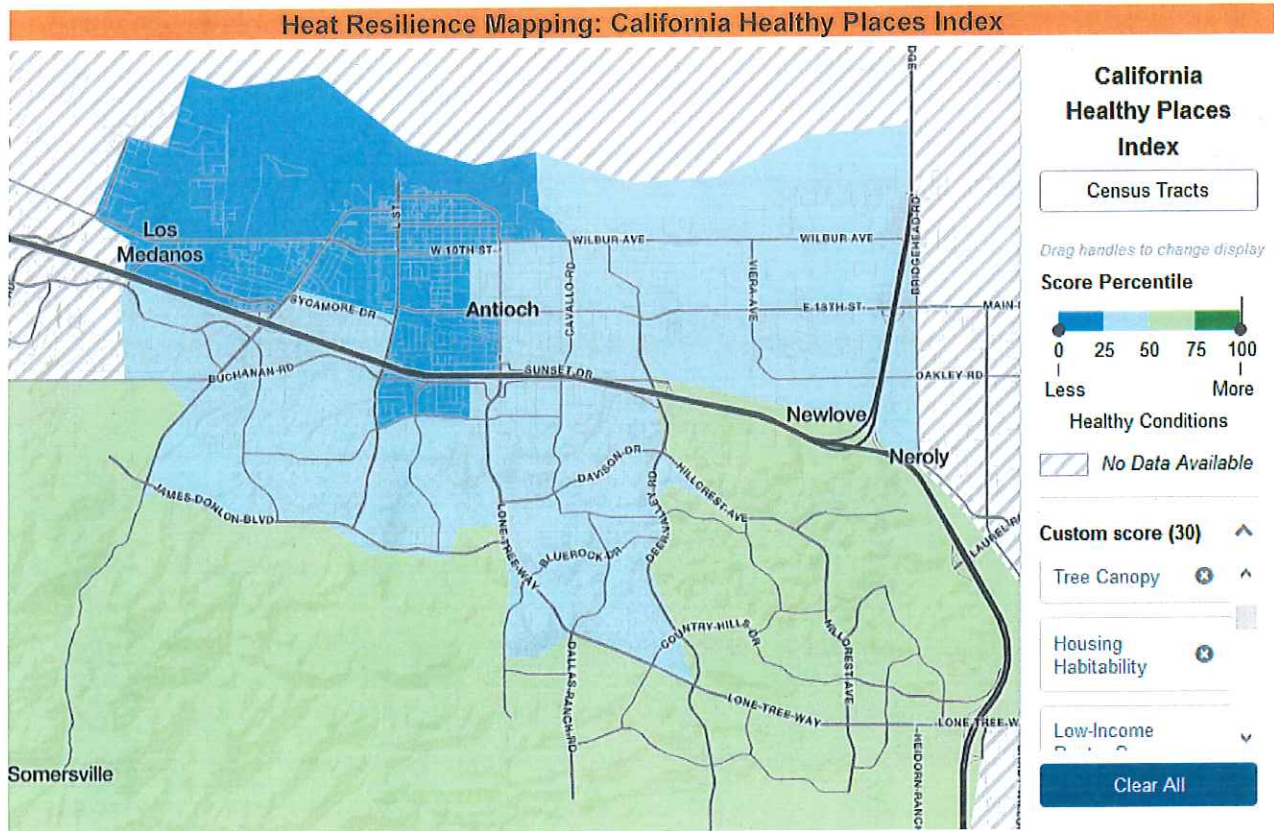
BROWNS ISLAND



- Highest social vulnerability
- High social vulnerability
- Moderate social vulnerability

B92

Heat Resilience Mapping



Note: This mapping represents an *overview* of current heat resilience in Antioch. Color represents the resilience percentile of the census tract relative to the state average. Vulnerability score is created from a number of indices including but not limited to:

- Percent Above Poverty
- Percent Employed
- Median Household Income
- Automobile Access
- Park Access
- Tree Canopy
- Housing Habitability
- Housing Burden
- Health Insured Adults
- Outdoor Workers
- Health Conditions (asthma, cardiovascular conditions)

Appendix III: Get Involved



**CLEANER
CONTRA COSTA
CHALLENGE**

VISIT CLEANERCONTRACOSTA.ORG 

CREATE YOUR HOUSEHOLD PROFILE 

COMPLETE YOUR ENERGY PROFILE 

TAKE ACTION 

WORK TOGETHER! 



The Cleaner Contra Costa Challenge is an interactive online platform that helps you contribute to a more sustainable community. The platform tracks your carbon footprint and provides 50+ actions that you can take to reduce your carbon footprint, save you money, and support a healthier, sustainable future.

Every action earns you points that may earn you a prize! Form a team or join a community group and help create a more sustainable future with friends and family!

[Join the Challenge today!](http://CleanerContraCosta.org)

Antioch Climate Action and Resilience Plan



Why CARP?

Importance of Resilience

- Preparation for crises and emergencies
- Holistic view of how systems work and how shocks affect us

CDBG Partnership

- HUD requirements – adaptation to climate change
- Funding for community resilience



Adaptation - Hazards

| Rank | Hazard Type | Risk Rating Score (Probability x Impact) | Category |
|------|------------------------------------|--|----------|
| 1 | Earthquake ^b | 48 | High |
| 2 | Severe weather | 30 | Medium |
| 3 | Landslide ^e | 27 | Medium |
| 4 | Flood ^c | 18 | Medium |
| 5 | Drought | 9 | Low |
| 6 | Dam and levee failure ^a | 6 | Low |
| 6 | Wildfire ^f | 6 | Low |
| 7 | Sea level rise ^a | 6 | Low |

How will these ratings change in the coming years?

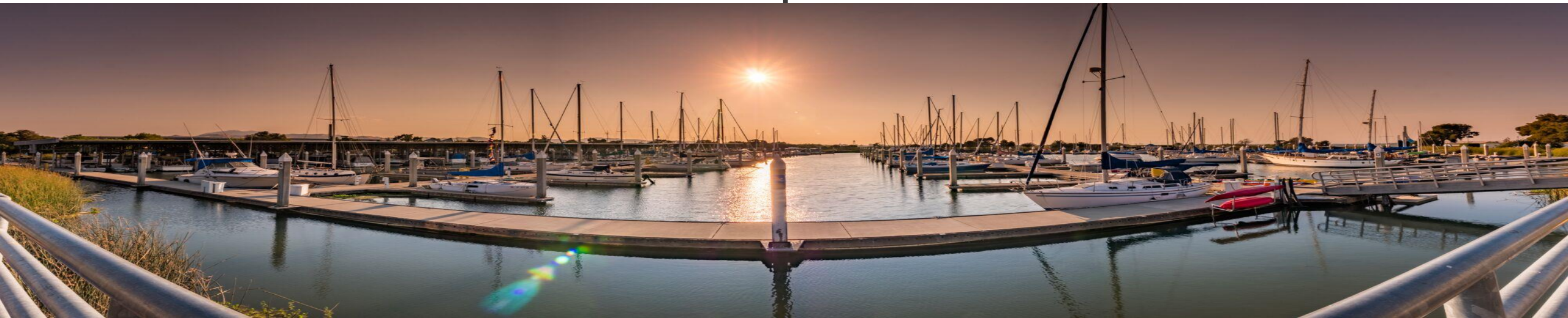
Climate Change in the Bay Area and Antioch

Local Effects

- Increase in flood risk along northern Antioch water bodies
- Higher energy and water consumption (especially in the summers)
- Worsening air quality due to wildfire and hotter days

Regional Effects

- Disruption of transportation, housing, and employment infrastructure
- Decline in consistency of agricultural yields
- Increasing pressure on electrical grid



Adaptation – Action Overview

Address Equity Concerns

- What populations are most vulnerable?
- What infrastructure is most vulnerable?

Co-benefits between actions

- Maximizing benefits
 - Health
 - Financial Security
 - Community Strength



Mitigation – Action Overview

Transportation

- ❖ Reduce commute times for workers and residents
- ❖ Increase commute options and convenience

Energy

- ❖ Reduce energy demand
- ❖ Increase energy efficiency



Community Development

Local Economy:

- Workforce development
- Develop local hire practices

Community Engagement:

- Community hazard awareness
- Engagement with Antioch schools
- City of Antioch community liaison





APRIL 2020

Climate Action and Resilience Plan

ANTIOCH
CALIFORNIA


Questions?

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: New Class Specifications, Update and Removal of Class Specifications, Assigning Salary Ranges, Assigning the Classifications to the Bargaining Units

RECOMMENDED ACTION

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

- 1) Adopt a Resolution Approving the New Class Specification Lead Customer Service Representative, Assigning a Salary Range, Assigning the Classification to the Operating Engineers Local Union No. 3 Bargaining Unit.
- 2) Adopt a Resolution Approving the New Class Specification for Business License Representative I/II, Assigning a Salary Range, Assigning the Classification to the Operating Engineers Local Union No. 3 Bargaining Unit.
- 3) Adopt a Resolution Removing the Business License Representative Class Specification. Please note: This Class Specification will be replaced with the Business License Representative I/II Class Specification.
- 4) Adopt a Resolution Approving the New Class Specification for Senior Water Treatment Plant Operator, Assigning a Salary Range, Assigning the Classification to the Treatment Plant Employees Association (TPEA) Bargaining Unit.
- 5) Adopt a Resolution Updating the Class Specification for Laboratory Assistant I/II no salary change.
- 6) Adopt a Resolution Approving the New Class Specification for Youth Services Network Manager, Assigning a Salary Range, Assigning the Classification to the Management – Senior Bargaining Unit.
- 7) Adopt a Resolution Approving the New Class Specification for Risk Manager, Assigning a Salary Range, Assigning the Classification to the Management – Mid Professional Bargaining Unit.

- 8) Adopt a Resolution Approving the New Class Specification for Executive Legal Assistant, Assigning a Salary Range, Assigning the Classification to the Confidential Bargaining Unit.

FISCAL IMPACT

The Lead Customer Service Representative, Business License Representative I/II, Senior Water Treatment Plant Operator and the Youth Services Network Manager Class Specifications were appropriated by City Council at the April 28, 2020 City Council meeting during the Mid-Year Budget Review. The Risk Manager Class Specification listed in the Recommended Action section were appropriated in the FY19 – 21 Budget by the City Council at the June 25, 2019 City Council meeting. Below is the annual cost of each Class Specification:

The salary range (without benefits) for one (1) Lead Customer Service Representative is \$55,932 - \$67,992. The total annual range of cost of funding (1) Lead Customer Service Representative is (Step A – Step E) \$108,195 - \$121,981. The net cost of this promotional position is estimated to be \$5,886 and 50 percent of this cost has been added to the Water Enterprise Fund and 50 percent of this cost has been added to the Sewer Enterprise Fund in the FY21 Mid-Year Budget approved by City Council on April 28, 2020

The salary range (without benefits) for one (1) Business License Representative I is \$51,084 - \$62,088. The total annual range of cost of funding (1) Business License Representative I is (Step A – Step E) \$105,654 - \$122,501. The salary range (without benefits) for one (1) Business License Representative II is \$58,752 - \$71,400. The total annual range of cost of funding (1) Business License Representative II is (Step A – Step E) \$117,395 - \$136,760. The net cost of this promotional position is estimated to be \$14,259 and is included in the General Fund FY21 Mid-Year Budget approved by City Council on April 28, 2020

The salary range (without benefits) for one (1) Senior Water Treatment Plant Operator is \$98,448 - \$119,664. The total annual range of cost of funding (1) Senior Water Treatment Plant Operator is (Step A – Step E) \$187,661 - \$208,132. The net cost of this position is estimated to be \$55,830 and is included in the Water Fund FY21 Mid-Year Budget approved by City Council on April 28, 2020

The salary range (without benefits) for one (1) Youth Services Network Manager is \$102,672 - \$124,800. The total annual range of cost of funding (1) Youth Services Network Manager is (Step A – Step E) \$200,000 - \$237,709. The cost of this position is estimated at \$200,000 and is included in the General Fund FY21 Mid-Year Budget to be funded with the \$750,000 one-percent (1%) Sales Tax/Measure W money allocated to Recreation Services.

The salary range (without benefits) for one (1) Risk Manger is \$91,380 - \$111,072. The total annual range of cost of funding (1) Risk Manager is (Step A – Step E) \$184,845 - \$218,703.

Although not being appropriated at this time, the salary range (without benefits) for one (1) Executive Legal Assistant is \$64,020 - \$77,832. The total annual range of cost of funding (1) Executive Legal Assistant in (Step A – Step E) \$133,622 - \$156,387.

DISCUSSION

Lead Customer Service Representative

The Lead Customer Service Representative Classification is part of the career path for Customer Service Representative I/II and creates an intermediate supervisory/training role between the Customer Service Representatives and the Finance Services Supervisor classification. Some of the duties include:

- Lead, plan, train, schedule and review the work of staff responsible for providing customer service functions and services; participate in performing the most complex work of the unit.
- Train assigned employees in their areas of work including customer service related methods, procedures and techniques, software updates, new policies.
- Provide first level response for escalated customer service issues.
- Verify the work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.

Please refer to Attachment A – Exhibit 1 for the details of the Lead Customer Service Representative Class Specification.

Business License Representative I/II

The City currently has a Business License Representative Class Specification. In order to start a career path for this classification, staff is recommending removing this Class Specification and replacing this Class Specification with the Business License Representative I/II Class Specification. The Business License Representative I Class Specification is the equivalent of the Business License Representative Class Specification and will have the same salary range as the Business License Representative Class Specification. The Business License Representative II Class Specification is the next logical step for a Business License Representative I and recognizes some of the higher level tasks that need to be performed such as:

- Performance of the full range of duties as assigned including being the lead on software maintenance/issues/updates following new legislation implementation, training the Business License Representative I.
- Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the Operating Procedures And Policies of the work unit.

Please refer to Attachment B – Exhibit 1 for the details of the Business License Representative I/II Class Specification. Please refer to Attachment C for the resolution removing the Business License Representative Class Specification. (Please note: This

Class Specification will be replaced with the Business License Representative I/II Class Specification.)

Senior Water Treatment Plant Operator

This classification was titled Lead Water Treatment Plant Operator in the April 28, 2020 Mid-Year Budget adoption. Staff is recommending a title change to Senior Water Treatment Plant Operator. The Senior Water Treatment Plant Operator Class Specification will create a better pathway to Management and this position will be able to work in the Brackish Water Plant. It is to be noted that this position will not be used in the calculation of compaction with the Water Treatment Plant Supervisor (or Water Treatment Plant Superintendent). Some of the duties and certificate requirements are:

- Assist with the scheduling and maintenance of the plant and operation equipment; make minor repairs and adjustments to machinery, equipment and pipes, and assist in major repair work; perform maintenance of buildings and grounds and perform a variety of routine housekeeping duties.
- Respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.
- Provides instructions and direction to Water Treatment Operators and Trainees in plant operations and facilities, work processes, and safety procedures and equipment.
- Obtain a valid T4 Water Treatment Operator Certificate issued by the California State Water Resources Control Board within 2 years. T5 certificate is highly desirable.

Please refer to Attachment D – Exhibit 1 for the details of the Senior Water Treatment Plant Operator Class Specification.

Laboratory Assistant I/II (no salary change)

Updates to the Laboratory Assistant I/II Class Specification are with the Laboratory Assistant II. These changes will help the Laboratory Assistant II become a viable candidate for the Water Quality Analyst classification. The changes include:

- In the Education/Training section: Bachelor's Degree Preferred.
- In the License or Certificate section: Must obtain Water Quality Analyst Grade 2 certificate by Cal/NV AWWA within 2 years of becoming a Laboratory Assistant II.

Please refer to Attachment E – Exhibit 1 for the changes to the Lab Assistant I/II Class Specification.

Youth Services Network Manager

The Youth Services Network Manager was approved by City Council on May 14, 2019 as a part-time position on the hourly salary schedule. The Youth Services Network Manager full-time Class Specification was requested by City Council to concentrate specifically on youth. This Classification will report to the City Manager. Upon hire of the full-time Youth

Services Network Manager, the part-time Youth Services Network Manager Classification will be removed from the hourly salary schedule. Some of the duties include:

- Research current youth employment opportunities with the City to build a youth employment program.
- Pursue and implement youth grants and other philanthropic opportunities.
- Develop, implement and coordinate youth centered recreation activities with City departments, divisions and with outside agencies.

Please refer to Attachment F – Exhibit 1 for the Youth Services Network Manager Class Specification.

Risk Manager

The Risk Manager Class Specification was appropriated in the FY19 – 21 Budget by the City Council at the June 25, 2019 City Council meeting. The Risk Manager Class Specification includes:

- Overseeing and coordinating the City's Workers Compensation, Liability, Safety and Employee Benefits Programs.
- Working with departments in the areas of Injury Illness and Prevention Programs and establishing Return to Work Programs.
- Working with the Municipal Pooling Authority and coordinating with respective departments on all Insurance renewals, additions, claims, rates.
- Responsible for Benefits Administration, Affordable Care Act Administration, Employee Assistance Program, Employee Wellness Programs, Employee Recognition Programs.

Please refer to Attachment G – Exhibit 1 for the Risk Manager Class Specification.

Executive Legal Assistant

The Executive Legal Assistant Class Specification is being created as a career path for the Legal Secretary. This Class Specification is not being appropriated at this time. Some of the duties include:

- Performs the more difficult and complex administrative support tasks involving a thorough knowledge of the City's Ordinances, Resolutions, Policies and Procedures with a significant degree of independent judgment.
- Assigned significant responsibility for carrying out administrative and office secretarial duties, frequently of a complex, highly sensitive, and confidential nature in the assigned office, often in a rapidly changing environment.

Please refer to Attachment H – Exhibit 1 for the Executive Legal Assistant Class Specification.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Lead Customer Service Representative Class Specification

B. Resolution

Exhibit 1 to Resolution – Business License Representative I/II Class Specification

C. Resolution removing the Business License Representative Class Specification. This Class Specification will be replaced with the Business License Representative I/II Class Specification.

D. Resolution

Exhibit 1 to Resolution – Senior Water Treatment Plant Operator Class Specification

E. Resolution

Exhibit 1 to Resolution – Lab Assistant I/II Class Specification

F. Resolution

Exhibit 1 to Resolution – Youth Services Network Manager Class Specification

G. Resolution

Exhibit 1 to Resolution – Risk Manager Class Specification

H. Resolution

Exhibit 1 to Resolution – Executive Legal Assistant Class Specification

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR LEAD CUSTOMER SERVICE
REPRESENTATIVE, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE OPERATING ENGINEERS LOCAL
UNION NO. 3 BARGAINING UNIT**

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

WHEREAS, City Council has appropriated for and approved this New Classification on April 28, 2020 with the adoption of the FY19 – 21 Mid-Year Budget;

WHEREAS, for internal equity purposes the recommended salary range for the Lead Customer Service Representative Classification is \$4,661 - \$5,666 per month;

WHEREAS, the Operating Engineers Local Union No. 3 Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, the Lead Customer Service Representative Class Specification will be assigned to the Operating Engineers Local Union No. 3 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 Lead Customer Service Representative, attached hereto as “Exhibit 1”, be approved and added to the City of Antioch Employees’ Classification System;

Section 2. That the Lead Customer Service Representative Classification be assigned a monthly salary range of \$4,661 - \$5,666; and

Section 3. That the Lead Customer Service Representative Classification be assigned to the Operating Engineers Local Union No. 3 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 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**

LEAD CUSTOMER SERVICE REPRESENTATIVE

*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 direction, leads, oversees, and participates in the more complex and difficult work of staff responsible for providing a variety of routine to difficult financial, statistical and accounting office support for general accounting, billing and cashiering functions; provides information and assistance to customers, the general public, and other City staff and departments; maintains files and records; and performs general office support duties, including typing and recordkeeping.

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. Lead, plan, train, schedule and review the work of staff responsible for providing customer service functions and services; participate in performing the most complex work of the unit.
2. Train assigned employees in their areas of work including customer service related methods, procedures and techniques, software updates, new policies.
3. Provide first level response for escalated customer service issues.
4. Verify the work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.
5. Perform a variety of responsible customer service, clerical accounting, and office support duties in support of assigned function or program area including in the areas of general accounting, utility billing and cashiering, backup to the Accounting Technician for billing.
6. Respond to inquiries, requests, and complaints in person or by phone; provide explanation of established procedures and policies of the work unit and/or designated program area; refer customers to appropriate personnel as necessary; start and stop services; solve customer issues and answer customer questions including billing questions.
7. Prepare, maintain, and/or verify a variety of accounting, financial, and statistical records, ledgers, logs, and files including customer account information files; review information for accuracy and completeness; resolve discrepancies and arrange for needed corrections; forward information to appropriate departments.
8. Create new utility customer accounts; obtain required information from customers to begin or discontinue water service; verify existing credit history information; receive customer payments and guaranteed deposits for service; issue receipts as necessary.
9. Process all monies received for the City whether by cash, check or bankcard; collect fees and other monies for various City services, issuing receipts, preparing deposits, and balancing accounts on a regular basis; extend payments for overdue bills within specified limits.
10. Create, print, process, and file service orders including shut off service orders for failed arrangement.

CITY OF ANTIOCH
LEAD CUSTOMER SERVICE REPRESENTATIVE (CONTINUED)

11. Disburse and maintain petty cash records.
12. Provide double counts of cash for deposit at other departments as needed.
13. Perform a variety of general office support duties such as typing, proofreading, filing, answering the telephone and preparing periodic and special reports.
14. Ensure proper authorization and compliance with City policies and procedures.
15. Perform related duties as required.

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:

- Basic principles, procedures, and methods used in the performance of customer service and clerical accounting duties.
- Customer service techniques, practices, and principles.
- Principles of lead supervision and training.
- Financial recordkeeping and bookkeeping practices and procedures.
- Basic auditing principles and practices.
- Basic mathematical principles.
- Methods and techniques of proper phone etiquette.
- Principles and procedures of record keeping and filing.
- English usage, spelling, grammar and punctuation.
- Business letter writing and basic report preparation.
- Modern office procedures, methods, and equipment including computers.
- Computer applications such as word processing, spreadsheet, and database applications as well as financial and statistical software.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Lead, organize, and review the work of assigned staff.
- Independently perform the most difficult customer service duties.
- Perform a variety of customer services, clerical accounting, and office support duties and activities in support of assigned function.
- Prepare, maintain, and reconcile various financial, accounting, statistical and numerical records.
- Perform a variety of accounting, fiscal, and statistical record keeping duties
- Make accurate arithmetic calculations.
- Perform ten-key operations by touch.
- Understand and apply pertinent laws, codes, and regulations as well as organization and unit rules, policies, and procedures with good judgment.
- Implement and maintain filing systems.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Maintain composure and exercise good judgment when answering demanding questions.
- Utilize public relations techniques in responding to inquires and complaints.
- Prioritize work and coordinate several activities.
- Understand and carry out oral and written directions.
- Type and enter data at a speed necessary for successful job performance.

CITY OF ANTIOCH
LEAD CUSTOMER SERVICE REPRESENTATIVE (*CONTINUED*)

- Operate and use modern office equipment including a computer and various software packages.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Use applicable office terminology, forms, documents, and procedures in the course of the work.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Lead Customer Service Representative

Education/Training:

Equivalent to the completion of the twelfth grade. Additional specialized training or college level course work in accounting, bookkeeping, business administration, or a related field is highly desirable; and

Experience:

Four (4) years of increasingly responsible customer service and clerical accounting experience including two years of experience comparable to that of a Customer Service Representative II in the City of Antioch.

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 primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office 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; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: May 2020

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.

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR BUSINESS LICENSE
REPRESENTATIVE I/II, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE OPERATION ENGINEERS LOCAL
UNION NO. 3 BARGAINING UNIT**

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

WHEREAS, City Council has appropriated for and approved this New Classification on April 28, 2020 with the adoption of the FY19 – 21 Mid-Year Budget;

WHEREAS, for internal equity purposes the recommended salary range for the Business License Representative I/II Classification is \$4,257 - \$5,174 per month for Business License Representative I and \$4,896 - \$5,950 per month for Business License Representative II;

WHEREAS, the Operating Engineers Local Union No. 3 Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, the Business License Representative I/II Class Specification will be assigned to the Operating Engineers Local Union No. 3 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 Business License Representative I/II, attached hereto as “Exhibit 1”; be approved and added to the City of Antioch Employees’ Classification System;

Section 2. That the Business License Representative I/II Classification be assigned a monthly salary range of \$4,257 - \$5,174 for Business License Representative I and \$4,896 - \$5,950 for Business License Representative II; and

Section 3. That the Business License Representative I/II Classification be assigned to the Operating Engineers Local Union No. 3 Bargaining Unit.

* * * * *

RESOLUTION NO. 2020/**

May 12, 2020

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 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

**BUSINESS LICENSE REPRESENTATIVE I
BUSINESS LICENSE REPRESENTATIVE II**

*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 supervision, performs work in the administration of and compliance with the Business License Ordinance; prepares, processes, maintains, and verifies financial/accounting and statistical documents and records; prepares various reports and statements; provides information and assistance to the general public and City departments; and performs a variety of technical tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS

Business License Representative I – This is the entry level class in the Business License Representative series. Initially under close supervision, incumbents learn office and City procedures, such as accounts receivable and payable, business licensing procedures, and cashiering functions. As experience is gained, there is greater independence of action within established guidelines. Advancement to the “II” level is based on demonstrated proficiency in performing the assigned functions that meets the qualifications for the higher level class and is at the discretion of higher level supervisory or management staff.

Business License Representative II – This is the journey level class in the Business License Representative series. Employees within this class are distinguished from the Business License Representative I by the performance of the full range of duties as assigned including being the lead on software maintenance/issues/updates following new legislation implementation, training the Business License Representative I. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Positions in this class series are flexibly staffed and are generally filled by advancement from the “I” level, or when filled from the outside, require prior experience. Advancement to the “II” level is based on management judgment and/or certification or testing that validates the performance of the full range of job duties.

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. Perform the day-to-day administration of the Business License Ordinance; assist in the review and revision of the Business License Ordinance.
2. Issue business licenses and collect fees; maintain complete and accurate records regarding business licenses; maintain complete and current records on businesses operating in the City.

**CITY OF ANTIOCH
BUSINESS LICENSE REPRESENTATIVE/II (CONTINUED)**

3. Research county records for audit leads including rental property both residential and commercial within the City limits; research name, parcel number or address
4. Perform and/or coordinate field inspections and surveys to determine validity of business licenses and to detect unlicensed businesses.
5. Prepare invoicing, collect and process non-payment of license fees and transient occupancy tax, prepare daily cash reconciliation for deposit.
6. Review building permits for potential license requirements, may include field visits.
7. Advise proprietors concerning license renewals.
8. Determine what category applies in classifying a business for the purpose of licensing.
9. Visit retail businesses and act as a liaison between businesses and City Hall.
10. Refer violations of the Business License Ordinance to the Code Enforcement Division.
11. Prepare various related correspondence, records and reports.
12. Perform related duties as required.

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:

- Financial record keeping, bookkeeping and basic governmental accounting principles and practices.
- Methods and techniques of coding, verifying, balancing, and reconciling accounting records.
- Basic auditing principles and practices.
- Principles and practices used in establishing and maintaining accounting files and information retrieval systems.
- Principles and practices of fiscal, statistical, and administrative record keeping and reporting.
- Methods and techniques for basic report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service techniques, practices, and principles.
- Methods and techniques of proper phone etiquette.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Effectively apply accounting knowledge in the performance of a variety of accounting, fiscal, and statistical record keeping duties.

**CITY OF ANTIOCH
BUSINESS LICENSE REPRESENTATIVE/II (CONTINUED)**

- Prepare a variety of letters, records, reports and related documents.
- Implement and maintain filing systems.
- Compile a variety of information and records and exercise good judgment in maintaining information, records, and reports, and resolving problems.
- Perform mathematical calculations quickly and accurately including to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Work independently in the absence of supervision.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and apply pertinent laws, codes, and regulations as well as organization and unit rules, policies, and procedures with good judgment.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Deal successfully with the public, in person and over the telephone; respond tactfully, clearly, concisely, and courteously to issues, concerns, and needs.
- Type and enter data at a speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Business License Representative I

Education/Training:

Graduation from high school, or equivalent, supplemented by specialized or college level course work in accounting or bookkeeping; and

Experience:

Two (2) years of financial clerical experience in public contact work that involved the interpretation and application of rules and regulations. Typing at a rate of 40 net words per minute is required

Business License Representative II

Education/Training:

Graduation from high school or equivalent. Additional specialized or college level course work in accounting, bookkeeping, or business administration; and

Experience:

Three (3) years experience comparable to that of a Business License Representative I in the City of Antioch.

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 primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office 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; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: May 2020

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.

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
REMOVING THE CLASS SPECIFICATION FOR BUSINESS LICENSE
REPRESENTATIVE, REMOVING THE SALARY RANGE, AND REMOVING THE
CLASSIFICATION FROM THE OPERATING ENGINEERS LOCAL
UNION NO. 3 BARGAINING UNIT**

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

WHEREAS, Department Management has determined that the Class Specification of Business License Representative is not needed for the organizational structure of the Finance Department;

WHEREAS, the Class Specification of Business License Representative is being replaced with the Class Specification of Business License Representative I/II (Business License Representative I is the equivalent of a Business License Representative); and

WHEREAS, the Operating Engineers Local Union No. 3 Bargaining Unit has reviewed and approved the removal of the Business License Representative Class Specification and salary range.

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 Business License Representative be removed from the City of Antioch Employees' Classification System;

Section 2. That the Business License Representative Class Specification be removed from the City of Antioch Salary Schedule (removal of the monthly salary range of \$4,257 - \$5,174); and

Section 3. That the Business License Representative Class Specification be removed from the Operating Engineers Local Union No. 3 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 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR SENIOR WATER TREATMENT
PLANT OPERATOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE TREATMENT PLANT EMPLOYEES
ASSOCIATION BARGAINING UNIT**

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

WHEREAS, City Council has appropriated for and approved this New Classification on April 28, 2020 with the adoption of the FY19 – 21 Mid-Year Budget;

WHEREAS, for internal equity purposes the recommended salary range for the Senior Water Treatment Plant Operator Classification is \$8,204 - \$9,972 per month;

WHEREAS, the Treatment Plant Employees Association Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, the Senior Water Treatment Plant Operator Class Specification will be assigned to the Treatment Plant Employees Association 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 Senior Water Treatment Plant Operator, attached hereto as “Exhibit 1”; be approved and added to the City of Antioch Employees’ Classification System;

Section 2. That the Senior Water Treatment Plant Operator Classification be assigned a monthly salary range of \$8,204 - \$9,972; and

Section 3. That the Senior Water Treatment Plant Operator Classification be assigned to the Treatment Plant Employees Association Bargaining Unit.

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RESOLUTION NO. 2020/**

May 12, 2020

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 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

SENIOR WATER TREATMENT PLANT OPERATOR

*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 supervision, performs skilled work in all phases of the operations of a water treatment plant and related facilities to supply, treat, store, and distribute water for a potable water distribution system; ensures the safe and efficient delivery of clean water to customers; conducts testing of treated water; assists with scheduling, ordering and maintenance of plant equipment; maintains a variety of records and logs; Assists in training of new operators; assists in development and maintaining Standard Operating Procedures; Assist with shift coverage as needed; and assists management with administrative duties

DISTINGUISHING CHARACTERISTICS

This class is distinguished from the water treatment plant supervisor in that it is the highest working level class primarily engaged in the actual operation of a water treatment plant whereas the latter is a full supervisory level class responsible for planning, assigning and reviewing the work of subordinates. Some report writing and other quasi-administrative functions relating to water quality and treatment plant operations are performed by this position and incumbents provide lead work direction to others. These latter functions are what distinguish positions in this class from those of Water Treatment Plant Operator. This classification may be assigned shift work

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. Perform a variety of tasks associated with the daily operation of the City's water treatment plant; ensure compliance with all county, state, and federal regulations related to water quality; take immediate and appropriate actions to maintain water quality.
2. Operate and maintain the City's water treatment plants including related subsystems and instrumentation in order to produce high quality finished water that meets state drinking water standards; monitor plant processes and functions including reading meters, gauges, graphs, and control panels; regulate flow of water through the plant.
3. Physically and/or with Supervisory and Data Acquisition (SCADA) system adjust pump settings, chemical feed settings and other equipment to maintain compliance with all county, state, and federal regulations.
4. Conduct testing of treated water to observe quality standards of water and instrumentation.
5. Take samples and perform laboratory tests including those for temperature, alkalinity, ph, chlorine residuals, turbidity, chloride, fluoride, sludge density, total solids, and bacteriological analysis.
6. Conduct rounds of plant operation during shift; check pumps, motors, flights, recorders, filters, analyzers, meters, piping, leaks, levels and all related equipment; make any repairs or adjustments as necessary.

CITY OF ANTIOCH

Senior Water Treatment Plant Operator (Continued)

7. Monitor chemical inventories; record volumes; order and safely receive deliveries of chemicals; maintain log; maintain safety equipment for use with hazardous chemicals; stay up to date on hazards of chemicals handled and current methods for safe handling.
8. Monitor cameras, gate access, intrusion alarms, and alarm systems in order to ensure security of the water treatment plant and distribution system.
9. Assist with the scheduling and maintenance of the plant and operation equipment.; make minor repairs and adjustments to machinery, equipment and pipes, and assist in major repair work; perform maintenance of buildings and grounds and perform a variety of routine housekeeping duties.
10. Operate a variety of vehicles, tools, and equipment necessary to maintain the water treatment plant and equipment.
11. Respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.
12. Keep and maintain maintenance and operational records and logs. Assist management with administrative duties including reports, bill paying, creating and updating Standard Operating Procedures and related documents.
13. Provides instructions and direction to Water Treatment Operators and Trainees in plant operations and facilities, work processes, and safety procedures and equipment.
14. Requisitions, inventories, stores and maintains adequate level of routine materials, supplies and equipment.
15. Directs Water Treatment Operators and Operator Trainees and participates in maintaining the plant and operating equipment and facilities in a clean and orderly condition.
16. Attend training and safety meetings as necessary.
17. Must be able to respond to emergency call out situations and perform standby duty for emergency response on weeknights, weekends, and holidays.
18. Perform related duties as required.

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:

- Operations, services, and activities of a water treatment program.
- Principles, practices, and procedures used in the operation and maintenance of a water treatment facility and system.
- Methods, equipment, chemicals, and materials used in the treatment, storage, and distribution of water.
- Methods and techniques of reading and interpreting gauges, recording devices, and related monitoring systems.
- Basic laboratory techniques and apparatus used in making standard tests.

CITY OF ANTIOCH
Senior Water Treatment Plant Operator (Continued)

- Basic operation, maintenance and servicing of pumps and other plant equipment and machinery.
- Mathematical calculations used in water treatment operations.
- Safe handling procedures for water treatment chemicals.
- Operational characteristics of water treatment plant and laboratory tools and equipment.
- Occupational hazards and standard safety practices.
- Principles and procedures of record keeping.
- Office procedures, methods, and equipment including computers and applicable software applications.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Operate, monitor, and maintain a variety of water treatment plant equipment, facilities, and systems.
- Perform inspections and preventive maintenance of treatment plant facilities and equipment.
- Read and interpret gauges, meters, and other instrument readings and take effective course of action.
- Diagnose operational problems and perform effective maintenance on equipment.
- Respond to changing demands on water flow, water quality, and equipment requirements.
- Monitor and adjust plant processes.
- Collect a variety of water samples and conduct appropriate tests in accordance with state and federal regulations and requirements.
- Maintain accurate and detailed logs and records of work.
- Perform math calculations related to water works.
- Operate assigned equipment and tools in a safe and effective manner.
- Operate office equipment including computers and applicable software applications.
- Work independently in the absence of supervision.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Equivalent to completion of the twelfth grade supplemented by specialized training in water treatment operations or a related field.

Experience:

Four years of experience comparable to a Water Treatment Plant Operator with the City of Antioch. A Bachelor's Degree in a related field may be substituted for one (1) year of experience.

License or Certificate:

Possession of a valid California Driver's License.

CITY OF ANTIOCH
Senior Water Treatment Plant Operator (*Continued*)

Possession of a valid T3 Water Treatment Plant Operator Certificate issued by the California State Water Resources Control Board.

Obtain a valid T4 Water Treatment Operator Certificate issued by the California State Water Resources Control Board within 2 years. T5 certificate is highly desirable.

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: Water treatment plant and field environment; exposure to noise, dust, grease, fumes, gases, potentially hazardous chemicals, electrical energy, and inclement weather conditions including wet and/or humid conditions; work around water; work on slippery surfaces; work near moving mechanical parts; and work around moderately loud noise levels; incumbents may be required to work evenings, nights, and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in a water treatment plant setting; to walk, stand, and sit for prolonged periods of time; occasionally stoop, bend, kneel, crouch, crawl, climb, reach, and twist; push, pull, lift, and/or carry moderate to light amounts of weights; operate assigned equipment and vehicles; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: May 2020

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.

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING CLASS SPECIFICATION UPDATES FOR THE LABORATORY
ASSISTANT I/II CLASS SPECIFICATION ASSIGNED TO THE TREATMENT
PLANT EMPLOYEES ASSOCIATION BARGAINING UNIT WITHOUT
ANY SALARY CHANGES**

WHEREAS, the City has an interest in updating the Class Specifications for its classifications;

WHEREAS, the City Council has considered updated Class Specifications on a case-by-case basis as needed for recruitments;

WHEREAS, Department Management have reviewed and updated the descriptions to reflect current organizational structure and operational needs within each department; and

WHEREAS, the Treatment Plant Employees Association Bargaining Unit has reviewed and approved the Class Specification.

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

Section 1. That the Class Specifications updates for the classifications of Laboratory Assistant I and II within the Treatment Plant Employees Association Bargaining Unit, which are attached hereto as "Exhibit 1", be approved and added to the City of Antioch Employees' Classification System;

Section 2. That there is no adjustment to the established salary ranges; and

Section 3. That copies of this resolution be certified to all holders of the City of Antioch Employees' Classification System.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**

LABORATORY ASSISTANT I/II

*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 supervision (Laboratory Assistant I) or general supervision (Laboratory Assistant II), collects various types of water samples for daily analysis; performs a variety of routine physical, chemical, and bacterial analyses of water; operates laboratory equipment and supplies; picks up and cleans laboratory samples, supplies, and equipment; and maintains a variety of records and logs.

DISTINGUISHING CHARACTERISTICS

Laboratory Assistant I - This is the entry level class in the Laboratory Assistant series performing routine and less complex laboratory duties while learning City policies and procedures. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Laboratory Assistant II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. As experience is acquired, the employee performs with increasing independence and responsibility and is expected to be performing at the "II" or journey level within the prescribed time frame. Advancement to the "II" level is based on demonstrated proficiency in performing the full range of assigned duties, possession of required licenses and/or certifications, and is at the discretion of higher level supervisory or management staff.

Laboratory Assistant II - This is the full journey level class within the Laboratory Assistant series. Employees within this class are distinguished from the Laboratory Assistant I by the performance of the full range of duties as assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results. Positions in this class are flexibly staffed and are generally filled by advancement from the Laboratory Assistant I level, or when filled from the outside, require prior experience. Advancement to the "II" level is based on management judgment and/or license/certification or testing that validates the performance of the full range of job duties.

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. Collect various types of water samples necessary for daily analyses, both at the plant and in the distribution system, according to standard procedures.
2. Perform routine physical, chemical, and bacteriological analyses of water; maintain proper quality assurance in performing analytical work.
3. Prepare standard solutions and bacteriological media for testing and quality control; record data on results and report results to operators and supervisors.
4. Keep reagents filled for testing; prepare standard solutions as necessary.

CITY OF ANTIOCH
LABORATORY ASSISTANT I/II (CONTINUED)

5. Wash, clean, sterilize, calibrate, and maintain equipment apparatus, and glassware used in all tests and analysis; keep laboratory facilities in a clean and orderly condition.
6. Maintain and locate a variety of work records, data sheets, and logs; communicate effectively with plant operators.
7. Operate and maintain a variety of lab equipment including but not limited to pH meter, analytical and top-loading balances, and field test kits.
8. Ensure adherence to safe work practices and procedures as well as federal and state laws, rules, and regulations.
9. Participate in special projects as assigned.
10. Perform related duties as required.

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:

- Fundamental principles of chemistry and standard laboratory equipment, instruments and procedures.
- Mathematics as used to analyze test results.
- Principles of water treatment and distribution.
- Safety precautions in a laboratory setting.
- Methods and procedures for collection and storage of samples.
- Media preparation and quality control.
- Sampling procedures and field equipment.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Perform a variety of physical, chemical, and bacteriological tests according to standard procedures
- Correlate laboratory results with plant operation and system water quality.
- Use laboratory equipment and materials safely.
- Conduct routine mathematical calculations.
- Successfully operate various software programs as required using computers or other types of hand held devices.
- Maintain accurate records and retrieve them upon request.
- Learn to recognize water treatment problems during analysis of test results.
- Work independently and exercise good judgment.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperate working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers and vendors.

Education and Experience Guidelines

Laboratory Assistant I

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in chemistry, biology, microbiology, or a related field. Associates degree in related field is desirable.

Experience:

One year of experience conducting physical, chemical, or bacteriological tests in a water or wastewater laboratory setting.

License or Certificate:

Possession of, or ability to obtain, Distribution System Operator Grade I and Water Treatment Plant Operator Grade I certificates issued by the State of California within one year of employment.

Possession of an appropriate, valid driver's license.

Laboratory Assistant II

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in chemistry, biology, microbiology, or a related field. **Bachelors degree in related field is desirable.**

Experience:

Two years of **prior water quality** laboratory experience comparable to a Laboratory Assistant I with the City of Antioch. Employees must demonstrate proficiency on a variety of skills/tasks to the satisfaction of the Division Manager prior to a recommendation being made to flex to the Assistant II classification.

License or Certificate:

Possession of Distribution System Operator Grade I and Water Treatment Plant Operator Grade I certificates issued by the State of California.

Possession of a Water Quality Analyst Grade I certificate issued by Cal/NV AWWA.

Must obtain Water Quality Analyst Grade 2 certificate by Cal/NV AWWA within 2 years of becoming a Laboratory Assistant II

Possession of an appropriate, valid driver's license.

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 water treatment plant and outdoor environment; travel from site to site; exposure to noise, dust, grease, fumes, electrical energy, and all types of weather and temperature conditions; work and/or walk on various surfaces including slippery or uneven surfaces; work in or with water.

Physical: Primary functions require sufficient physical ability and mobility to work in a water treatment plant and field environment; to travel to various locations to take samples; to walk, stand, and sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate assigned equipment and vehicle; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Revised: February 2005; September 2013, May 2020

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.

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR YOUTH SERVICES NETWORK
MANAGER, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE MANAGEMENT (SENIOR) BARGAINING UNIT**

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

WHEREAS, City Council has appropriated for and approved this New Classification on April 28, 2020 with the adoption of the FY19 – 21 Mid-Year Budget;

WHEREAS, for internal equity purposes the recommended salary range for the Youth Services Network Manager Classification is \$8,556 - \$10,400 per month;

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

WHEREAS, the Youth Services Network Manager Class Specification will be assigned to the Management (Senior) 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 Youth Services Network Manager, attached hereto as “Exhibit 1”, be approved and added to the City of Antioch Employees’ Classification System;

Section 2. That the Youth Services Network Manager Classification be assigned a monthly salary range of \$8,556 - \$10,400; and

Section 3. That the Youth Services Network Manager Classification be assigned to the Management (Senior) 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 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**

YOUTH SERVICES NETWORK MANAGER

*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 supervision of the City Manager, initiate and cultivate collaborative partnerships with agencies and groups that work with or provide services/support to youth in the City in order to develop a youth services network/collaborative. Advocate for youth services to the community at large.

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 a youth services network/collaborative (including database & memorandums of understanding) of public/private agencies, nonprofits, community based organizations that serve youth and families.
2. Work with network to identify services gaps, redundancy, and opportunities for growth.
3. Explore appropriate models of quality youth services and programs as prospective contractors for Antioch.
4. Special focus on early gang intervention programs for kids most at-risk (roughly in 6th and 7th grade). Work with law enforcement on a restorative justice for youth program.
5. Work with area youth groups to identify, evaluate and recommend best practices and innovative initiatives for existing and new teen programs.
6. Review City's youth programming and communication efforts to determine how to better serve youth and parents.
7. Inventory current city facilities, city parks, etc., to determine if it is appropriate to house and/or deliver youth programming.
8. Provide strategic guidance to City Manager and periodic updates to City Council in the implementation of the progress of the network.
9. Identify funding costs and prospective philanthropic opportunities in and outside of Antioch.
10. Research current youth employment opportunities with the City to build a youth employment program that focuses on 21st century workforce skills (i.e. similar to Thousand Strong Sacramento)
11. Identify different areas of youth development as it relates to civic engagement and participation.
12. Examine the possibility of a parent resource center.
13. Identify, pursue and implement youth grants and other philanthropic opportunities

**CITY OF ANTIOCH
YOUTH SERVICES NETWORK MANAGER (CONTINUED)**

14. Support the City's proposed budget allocations for youth programming.
15. Attend community events to provide education and advice to community members on youth services.
16. Prepare and administer division budget. Monitor and coordinate expenditures and revenues.
17. Represent the department and/or City on community wide task forces and committees; provide professional advice and input.
18. Develop, implement and coordinate youth centered recreation activities with City departments, divisions and with outside agencies.
19. Strong written and verbal communication skills to deliver public presentations and staff reports to City Council.
20. Prepares reports and correspondence as required.
21. Perform other duties as required.

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:

- Mobile devices, particularly in relation to providing youth services and digital material access.
- The role of social media in society and is able to effectively leverage social media to promote youth services.
- The implementation of youth programs
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles of management, supervision, training, and performance evaluation.
- Basic principles and practices of budget preparation and administration.
- Common recreational and social needs of various age groups.
- Principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs through community participation.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Handle multiple activities or interruptions at once and prioritize work tasks prudently and independently or while working in a team environment.
- Plan and facilitate meetings, work with youth, youth groups, community leaders and volunteers of diverse backgrounds.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Understand community needs in regards to youth and evaluate activities according to those needs.

- Elicit community and organizational support for youth programs.
- Respond to requests and inquiries from the general public.
- Maintain confidentiality of information.
- Prepare clear and concise records, reports, correspondence and other written material.
- Use good judgment and common sense in handling difficult situations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Bachelors Degree from an accredited College or University, with major course work in Social Work, Recreation, Public Administration, Business Administration or closely related field, and

Experience:

Minimum of Three (3) years of full time (or the equivalent of full time) experience in recreation, education, social work or delivery, with emphasis on community organizing.

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 primarily in a standard office setting with travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office 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 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 private and commercial transportation; and to verbally communicate to exchange information.

Exempt

Created: May 2020

CITY OF ANTIOCH
YOUTH SERVICES NETWORK MANAGER (CONTINUED)

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.

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR RISK MANAGER, ASSIGNING A
SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE
MANAGEMENT (MID/PROFESSIONAL) BARGAINING UNIT**

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

WHEREAS, City Council has appropriated for and approved this New Classification on June 25, 2019 with the adoption of the FY19 – 21 Budget;

WHEREAS, for internal equity purposes the recommended salary range for the Risk Manager Classification is \$7,615 - \$9,256 per month;

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

WHEREAS, the Risk Manager Class Specification will be assigned to the Management (Mid/Professional) 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 Manager, attached hereto as “Exhibit 1”, be approved and added to the City of Antioch Employees’ Classification System;

Section 2. That the Risk Manager Classification be assigned a monthly salary range of \$7,615 - \$9,256; and

Section 3. That the Risk Manager Classification be assigned to the Management (Mid/Professional) 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 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH**

RISK MANAGER

*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 direction, plan, develop, coordinate and manage the City's risk management and loss control programs, including general liability and loss prevention, property cost recovery, maintenance of insurance programs, workers compensation claims process and the City's safety program, affordable care act report filings; coordinate communications, personnel, contracts, insurance policies, budgets, claims, reports and information to meet the needs of the City and minimize exposure to loss; provide consulting services to departments in the areas of risk management.

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. Coordinate with Municipal Pooling Authority for administration of general liability, property insurance, worker's compensation, risk management, renewal of all insurance policies, etc.
2. Coordinate and administer the City's health and retirement benefits programs including disability retirements and industrial disability retirements.
3. Monitor and manage FMLA, COBRA, and DOT testing compliance.
4. Prepare all necessary reports and filings for the Affordable Care Act.
5. Plan, monitor, organize training for all staff and elected officials on sexual harassment and ethics.
6. Plan, conduct or provide for training of City staff in a variety of safety, health and other risk management related areas. Implement effective risk management or health/safety programs
7. Select, train, motivate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
8. Participate in the administration of the department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
9. Participate in labor relations; perform various duties associated with labor negotiations, contract administration and handling of grievances.
10. Provide support and guidance to management staff and employees on Human Resources issues, including performance evaluations, discipline, grievance procedures, interpretation of policies, procedures, rules, MOUs, and related matters.
11. Assist in the Administration of the City's classification and compensation systems and plans; perform job audits and analyses; prepare and revise class specifications; conduct salary and fringe benefit surveys; analyze data; recommend adjustments as appropriate.
12. Analyze legislation and regulations to determine effect on personnel programs and services; knowledgeable of current legislation and/or court decisions affecting Risk Management and public

CITY OF ANTIOCH
RISK MANAGER (CONTINUED)

Human Resources administration.

13. Monitor for compliance with City policies, contracts, rules and ordinances, we well as applicable Federal and State statutes.
14. Supervise the preparation, proper filing and completion of worker's compensation claims; monitor and advise departments regarding temporary transitional work assignments/return to work policies and procedures.
15. Assess City-wide and departmental safety needs.
16. Establish City-wide safety and associated training goals, procedures.
17. Inspect City facilities, equipment, and operations for compliance with safety standards and laws.
18. Assist and train supervisors in accident prevention and investigation.
19. Gather and maintain injury statistics and records.
20. Coordinate employee benefits (benefits administration, all forms of retirement, employee assistance program, employee wellness programs, employee recognition program).
21. Investigate employee injuries. Collect and analyze information on injuries, accidents and near accidents; recommend injury prevention programs and assist in implementation.
22. Develop procedures and methods to ensure City-wide conformance to California OSHA standards including record keeping, injury reporting and hazard identification correction.
23. Represent the Human Resources Department to other departments, elected officials, and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.
24. Explain, justify, and defend department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
25. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of Risk Management; incorporate new developments as appropriate.
26. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
27. Perform other duties as required.

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:

- Risk Management, Insurance, Occupational Health and Safety, Claims, Workers' Compensation, Risk Control, Risk Financing, Loss Prevention, Wellness and Legal programs and procedures.
- General Liability, employment liability, automobile, property, environmental liability and other insurance or self-insurance program development and administration.
- Techniques of public liability, medical malpractice, property damage and workers'

- compensation claims negotiations, and audit procedures.
- Operations, services, and activities of a comprehensive public sector Human Resources management program.
- Advanced principles and practices of public sector Human Resources administration including recruitment, selection, classification, compensation, benefits administration and employee relations.
- Methods and techniques of recruiting, interviewing and selecting qualified applicants for employment.
- Principles and practices of wage and salary benefit administration.
- Methods and techniques of job analysis.
- Principles and procedures involved in labor negotiations.
- Methods and techniques of conducting employee investigations.
- Principles and practices of municipal budget preparation and administration.
- Advanced methods of report preparation and presentation.
- Principles of supervision, training, and performance evaluation.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Identify unsafe conditions and causes of workplace accidents, injuries, vehicle accidents and losses.
- Interpret Federal and State regulations on safety, health, worker's compensation, and insurance.
- Active problem solver in order to reduce accidents, injuries and claims.
- Identify and respond to sensitive community and organizational issues, concerns, and needs.
- Plan, organize, direct, and coordinate the work of lower level staff.
- Delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Analyze problems, identify and evaluate alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Participate in classification and compensation functions and apply classification and compensation principles to the organization and staffing of the agency.
- Coordinate an efficient employee recruitment, selection and retention program.
- Review and resolve employee grievances in accordance with labor agreements.
- Administer contract services.
- Participate effectively in labor negotiations.
- Interpret City personnel programs and policies to employees and the public.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply applicable federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Bachelor's degree from an accredited college or university with in public or business administration, accounting, finance, risk management, insurance or human resources management or closely related field. Professional certifications such as Certified Risk

Manager (CRM), Financial Risk Manager (FRM), Professional Risk Manager (PRM) are highly desirable; and

Experience:

Six years of professional full-time increasingly responsible experience in management of risk management that include general liability, property and worker's compensation claims and insurance management three (3) years of which are in a supervisory/management authority and financial responsibility. Experience with a public sector employer is highly desirable.

License:

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 primarily in a standard office setting, with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends, and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office 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; and to verbally communicate to exchange information.

FLSA: Exempt

May 2020

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.

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR EXECUTIVE LEGAL
ASSISTANT, 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 Executive Legal Assistant is needed;

WHEREAS, for internal equity purposes the recommended salary range for the Executive Legal Assistant Classification is \$5,335 - \$6,486 per month;

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

WHEREAS, the Executive Legal Assistant 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 Executive Legal Assistant, attached hereto as "Exhibit 1"; be approved and added to the City of Antioch Employees' Classification System;

Section 2. That the Executive Legal Assistant Classification be assigned a monthly salary range of \$5,335 - \$6,486; and

Section 3. That the Executive Legal Assistant 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 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

EXECUTIVE LEGAL ASSISTANT

*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 direction, performs a full range of varied complex, sensitive, highly responsible, and confidential office administrative, secretarial, advanced clerical, and routine programmatic support functions of a general or specialized nature in support of the City Attorney's Office with only occasional and targeted instruction or assistance; exercising judgment and initiative, relieves the City Attorney and assigned staff of clearly defined and delegated administrative or technical detail; and assists the City Attorney, Mayor, City Council members, and associated administrative staff with access to legal staff, legal research, legal opinions, legal guidance, training and workshops to support them in carrying out their duties as public officials; and provides other assistance within the scope of the City Attorney's Office.

DISTINGUISHING CHARACTERISTICS

The Executive Legal Assistant classification is distinguished from the Legal Secretary classification in that the incumbent in the Executive Legal Assistant classification provides a full range of executive staff support pertaining to legal matters concerning the City Attorney, Mayor, City Council members, and staff within the City Attorney's Office. This classification performs the more difficult and complex administrative support tasks involving a thorough knowledge of the City's ordinances, resolutions, policies and procedures with a significant degree of independent judgment. The incumbent in the Executive Legal Assistant classification is assigned significant responsibility for carrying out administrative and office secretarial duties, frequently of a complex, highly sensitive, and confidential nature in the assigned office, often in a rapidly changing environment. The incumbent may also perform technical duties in support of assigned operations. The technical nature of the work and the frequent use of initiative, independent judgment and discretion in dealing with a variety of individuals coupled with the need for highly developed office administrative skills differentiate this classification from other administrative classifications.

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. Perform a wide variety of varied, complex, sensitive, highly responsible, and confidential office administrative, secretarial, advanced clerical, and routine programmatic support functions in support of the City Attorney's Office as well as assigned programs, divisions, and/or department with only occasional and targeted instruction or assistance; relieve City Attorney of administrative work and provide assistance in resolving operational and administrative problems.
2. Manage workflow for the City Attorney's Office; prepare weekly task lists, schedule task list status review workflow meetings at least two times per week to prioritize and allocate workflow, set target dates for completion, and track and monitor required deadlines for completion; manage incoming workflow, and recommend improvements in workflow, procedures, and use of equipment and forms; implement improvements as approved.

CITY OF ANTIOCH
EXECUTIVE LEGAL ASSISTANT (CONTINUED)

3. Plan and organize legal consultations, meetings, conference calls and other work activities; develop and revise office forms and report formats as required; organize and maintain filing systems.
4. Assist the City Attorney in preparing staff reports for the City Council; coordinate with the City Clerk's Office in preparing and delivering staff reports, resolutions, ordinances and summaries of ordinances for City Council agenda package including compiling, proofreading, and editing staff reports, resolutions, ordinances, and exhibits; follow-up to finalize action from meetings.
5. Process claims against the City; request reports from City departments; coordinate with Municipal Pooling Authority ("MPA") in gathering additional information needed; monitor claims for City Council action; process claims for payment as assigned.
6. Upon request, assist City departments with responses to grand jury subpoenas and requests for information.
7. Request, review, and alert the City Attorney of issues concerning insurance certificates for City service providers and projects.
8. Calendar and monitor Public Records Act deadlines; assist the City Attorney and various departments in responding to public records requests and Civil Subpoenas for Records in a timely manner; assist departments with preparing responsive documents for the requesting party.
9. Coordinate with title companies and the County Recorder's Office to process City-acquired property; notarize agreements for transaction; coordinate tax matters with the County Assessor and Tax Collector to ensure City-owned property is not taxed.
10. Serve as liaison between the City Attorney's Office and the general public, City staff, and outside groups and agencies; provide general and specialized information and assistance regarding assigned function that may require the use of judgment, tact, and sensitivity and the interpretation of policies, rules, and procedures as appropriate; explain programs, policies, and activities related to specific program area of assignment.
11. Receive and screen communications to the City Attorney and attorney staff members including office visitors, telephone calls, e-mail messages, and mail; provide assistance using independent judgment to determine those requiring priority attention; calendar appointments; refer callers and/or complaints to appropriate City staff for further assistance as needed and/or take recommended actions to resolve the complaint; develop and implement tracking systems.
12. Type, word process, and proofread correspondence, memoranda, and a wide variety of legal documents such as contracts, contract amendments, stipulations, discovery, briefs, judgments, depositions, agreements, opinions, affidavits, motions, appeals, declarations, subpoenas, and other legal materials; transcribe, type, and prepare documents from rough draft, and verbal instruction; choose proper format and appropriate details using word processing equipment.
13. Draft and/or type, word process, format, edit, revise, redline and print a variety of documents and forms for review and completion by the City Attorney including reports, correspondence, memoranda, agenda items and reports, agreements, ordinances, resolutions, technical and

CITY OF ANTIOCH
EXECUTIVE LEGAL ASSISTANT (CONTINUED)

statistical charts and tables, and other specialized and technical materials from rough drafts, dictation, modified standard formats, and brief verbal instructions.

14. Proofread, redline, verify, and review materials, applications, records, and reports for accuracy, completeness, and conformance with established standards, regulations, policies, and procedures; ensure materials, reports, and packets for signature are accurate and complete.
15. Prepare pleadings and legal documents for filing with Courts including Pitchess and gun forfeiture motions; calendar, monitor, and communicate with the Antioch Police Department and outside law firms and courts regarding Pitchess case information, court procedures, and Judge's orders; calendar and monitor court hearings and response times.
16. Maintain attorneys' calendars and schedules as assigned; schedule appointments and appearances; calendar depositions, meetings, hearings, training sessions, due dates, and tasks.
17. Develop, revise, and maintain standardized and master documents; compose correspondence, reports and informational materials; assist in designing and producing legal information handouts; copy, disseminate, and post documents and information as appropriate.
18. Participate in the collection, compilation, and analysis of information from various sources on a variety of specialized topics related to the City Attorney's Office; participate in the preparation of reports that present and interpret data, identify alternatives, and make and justify recommendations.
19. Perform special projects that may require researching, gathering, and organizing information from a variety of sources; assist City Attorney with special projects as assigned; research information as requested.
20. Maintain accurate and up-to-date office files, records, and logs for assigned areas; develop, prepare, and monitor various logs, accounts, and files for current and accurate information including manual and computer logs other specialized or technical documents processed; .
21. Compile, prepare, and enter data into a computer from various sources including accounting, statistical, and related documents; create and maintain computer-based tracking information and reports including assigned databases, records, and lists; create standard statistical spreadsheets; input corrections and updates; assist in the compilation of reports.
22. Assist in assembling and preparing the annual budget for the City Attorney's Office; monitor expenditures against budget; prepare purchase requisitions and requests for payment.
23. Attend to a variety of office administrative details such as ordering supplies, arranging for equipment repair, transmitting information, and keeping reference materials up to date; organize and maintain office and specialized files in accordance with the City's records management program.
24. Maintain calendar of activities, meetings, and various events for the City Attorney's Office; coordinate activities and meetings with other City departments, the public, and outside agencies; coordinate and arrange special events as assigned; schedule meetings;

**CITY OF ANTIOCH
EXECUTIVE LEGAL ASSISTANT (CONTINUED)**

- coordinate arrangements and set up meeting rooms; notify participants; prepare and/or assemble meeting materials.
25. Coordinate, make, process, and confirm City Attorney travel arrangements and conference reservations; arrange for transportation and accommodations for travel; check and process expense claims.
 26. Operate a variety of office equipment including a computer, typewriter, copier, facsimile machine, and adding machine.
 27. Proficiently utilize various computer applications and software packages; develop, enter data, maintain, and generate reports from a database or network system; design, maintain, and utilize data to develop reports using spreadsheet software; create, format, and revise charts, graphs, flowcharts, worksheets, booklets, brochures, and forms using word processing software.
 28. Perform a variety of general bookkeeping and clerical accounting duties and responsibilities involved in financial record keeping and reporting for the City Attorney's office; maintain a variety of accounting records, logs, and files; verify, balance, and adjust accounting records; process all invoices for City Attorney's Office and monitor the budget.
 29. Organize and maintain complex filing systems, records and indexes; coordinate storage of documents to be retained with City Clerk's Office.
 30. Notarize City documents; monitor changes in the law for California notaries.
 31. Maintain law library and update law books, periodicals and journals; file and track Continuing Legal Education credits for attorneys in the City's Attorney's Office; monitor and ensure timely payment of annual California bar fees.
 32. Perform related duties as required.

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:

- Legal office methods, procedures, terminology, and documents.
- The Public Records Act, the Brown Act, the Political Reform Act, and Assembly Bill 1234
- Government liability claim requirements and procedures.
- Court and grand jury rules and procedures.
- Statutory deadlines for responding to and/or filing pleading documents.
- Standard legal references and their contents.
- Organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Techniques for effectively representing the City in contacts with governmental agencies, business and professional organizations, and litigants.
- Organization, operation, functions, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Principles and practices of office administration.
- Basic principles and practices of budget preparation and administration.

**CITY OF ANTIOCH
EXECUTIVE LEGAL ASSISTANT (CONTINUED)**

- Basic accounting and bookkeeping principles and practices.
- Mathematical principles.
- Pertinent federal, state, and local laws, codes, and regulations.
- Office procedures, methods, and equipment including computers.
- Computer applications such as word processing, spreadsheets, and databases.
- Principles and practices of sound business communication.
- Principles of business letter writing and report preparation.
- Records management principles and procedures including record keeping and filing principles and practices.
- English usage, spelling, grammar, and punctuation.
- Methods and techniques of proper phone etiquette.
- Customer service and public relations methods and techniques.

Ability to:

- Independently perform a full range of varied complex, sensitive, highly responsible, and confidential office administrative, secretarial, advanced clerical, and routine programmatic support functions of a general or specialized nature in support of assigned programs, division, and/or department with only occasional instruction or assistance.
- Plan and organize work to meet changing priorities and deadlines.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Type or enter data at a speed necessary for successful job performance.
- Participate in researching, compiling, analyzing, and interpreting data.
- Prepare clear, accurate, and concise reports.
- Establish, organize, and maintain a variety of specialized files and records.
- Independently prepare correspondence and memoranda.
- Perform mathematical calculations.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Understand and carry out oral and written directions.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies on sensitive issues in area of responsibility.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Utilize public relations techniques in responding to inquiries and complaints.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Executive Legal Assistant

Education/Training:

Graduation from high school, or equivalent, supplemented by specialized training as a legal secretary; and

Experience:

Five (5) years of increasingly responsible secretarial and clerical experience in a law office.

License or Certificate:

Possession of a California commission as a Notary Public.

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 primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office 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; and to verbally communicate to exchange information.

FLSA: Non-Exempt

May 2020


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 May 12, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

APPROVED BY: Ron Bernal, City Manager 

SUBJECT: Request for Proposals for RV Housing Opportunity Program for the five (5) trailers received from Governor Newsom's Homeless Trailer Program

RECOMMENDED ACTION

It is recommended that the City Council discuss, provide direction, and authorize the City Manager to issue a Request for Proposals (RFP) for the RV Housing Opportunity Program for the five (5) trailers received from Governor Newsom's Homeless Trailer Program.

FISCAL IMPACT

The fiscal impact of this project will be determined upon receipt of responses and successful award of contract to the RFP for the RV Housing Opportunity Program (HOP to Housing, or HOP).

DISCUSSION

In January 2020, Governor Gavin Newsom signed an executive order to respond to the homelessness crisis in California through actions that include: the establishment of the California Access to Housing and Services Fund; the identification of available land and facilities that can be utilized to increase housing options for people experiencing homelessness; and, the supply of travel trailers from the state fleet and modular tent structures from the Emergency Medical Services Authority.

The City of Antioch applied for, and was awarded, five of the trailers/recreational vehicles (RVs) to provide temporary emergency housing and the delivery of health and social services for people experiencing homelessness. Since the delivery of the trailers at the end of February, the Homeless Encampment Task Force Committee, comprised of Mayor Pro Tem Motts and Council Member Thorpe, have been working with Focus Strategies to develop a request for proposal that outlines the target population and scope of work to house the homeless.

Attached for City Council discussion and direction is the Request for Proposal for the RV-Housing Opportunity Program (HOP to Housing, or HOP). This will be a temporary housing program that will serve families with children in the City of Antioch who are attending Antioch Unified School District, and experiencing homelessness, particularly families who are currently unsheltered (living outside, in an encampment or in a vehicle). The City of Antioch is closely collaborating with the Health, Housing, and Homeless Services (H3) Division of the Contra Costa Health Services Department to support service delivery for the project.

ATTACHMENTS

A. Request for Proposal for RV Housing Opportunity Program



REQUEST FOR PROPOSAL

For

**RV Housing Opportunity Program
("HOP to Housing")**

PROPOSAL DUE DATE: FRIDAY, JUNE 12, 2020 AT 5:00 PM

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL**

For

**RV Housing Opportunity Program
("HOP to Housing")**

RELEASE DATE: May 13, 2020

CLOSING DATE: Proposals must be received by Friday, June 12, 2020
at 5:00 p.m. PST at the address listed below.

CONTACT PERSON: Ron Bernal, City Manager
925-779-6820
925-779-2002 (fax)
rbernal@ci.antioch.ca.us

Mailing address:

City of Antioch
City Manager Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch/City Manager Department
200 H St
Antioch, CA 94509

Office Hours: M-F 8:00 a.m. – 5:00 p.m.

NOTICE TO BIDDERS

Notice is hereby given that the City of Antioch invites sealed bids for RV Housing Opportunity Program ("HOP to Housing"). Each proposal shall be in accordance with the conditions and specifications on file in the Office of the Finance Department, City Hall, 200 H St, Antioch, California 94509, where copies of said conditions and specifications may be inspected or obtained. All bids must be in the format specified, enclosed in a sealed envelope and clearly identified with bid title, name of bidder and date of bid opening.

Sealed bids shall be delivered to the City Managers Department at the above indicated address on or before 5:00 p.m., Friday, June 12, 2020. It is the bidder's responsibility to ensure that bids are received prior to the 5:00 p.m. bid closing time as late bids will not be accepted. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, <https://antiochca.gov/rfps/>, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date.

I. INTRODUCTION

The City of Antioch is seeking proposals from suitably qualified community-based providers to participate as contractors for the Temporary Housing: RV Housing Opportunity Program, henceforth referred to as “HOP to Housing” or “HOP”.

HOP will provide temporary housing in City-owned RVs to families experiencing homelessness, with the goal of quickly transitioning families to permanent housing. In addition to temporary housing, HOP will provide supportive services including health and social services to assist families in connecting with resources to gain and retain permanent housing. HOP will operate as part of the Contra Costa Coordinated Entry System and in alignment with its Coordinated Entry Policies and Procedures.

The City of Antioch is expecting to award one contract to cover the services to be implemented through this program: however, applicants are encouraged to develop partnerships with other organizations as appropriate to provide outlined services to HOP participants. The contract period is for one (1) year. Applicants must be able to begin program operation within 60-days after signing contract.

II. BACKGROUND

The City of Antioch was incorporated in 1872 as a General Law City operating under the City Council/City Manager form of government. The City Council is responsible for adopting ordinances, resolutions, the budget, appointing commissions and committees, and hiring the City Manager and City Attorney. Antioch is a suburban City providing quality police, water, streets, parks, engineering, planning, and administrative services.

In January 2020, Governor Gavin Newsom signed an executive order to respond to the homelessness crisis in California through actions that include: the establishment of the California Access to Housing and Services Fund; the identification of available land and facilities that can be utilized to increase housing options for people experiencing homelessness; and, the supply of travel trailers from the state fleet and modular tent structures from the Emergency Medical Services Authority.

The City of Antioch applied for, and was awarded, five of the trailers/recreational vehicles (RVs) to provide temporary emergency housing and the delivery of health and social services for people experiencing homelessness. With the RVs, the City of Antioch intends to launch HOP to Housing, or HOP, a temporary housing program described in the sections that follow. The City of Antioch is closely collaborating with the Health, Housing, and Homeless Services (H3) Division of the Contra Costa Health Services Department to support service delivery for the project.

To qualify for the RVs, the City of Antioch met the following criteria established by the Governor’s order:

- Declaration of a shelter crisis (pursuant to Government Code section 8698 et seq.);
- Capacity and resource commitment by local partners, including counties, cities, and non-profit agencies, to deploy, operate, secure, and maintain the trailers;

- Commitment by local partners to make appropriate health, social, housing, and other services availability to support the needs of people temporarily housed in the trailers to transition into permanent, safe and stable housing; and,
- Agreement to regularly and publicly report data based on accountability metrics to be developed and published by the state agencies outlined in the executive order.

Target Population

HOP will serve families with children in the City of Antioch enrolled in and attending the Antioch Unified School District (AUSD) who are experiencing homelessness, particularly families who are currently unsheltered (living outside, in an encampment or in a vehicle). Families with longer lengths of homelessness and/or who meet priority vulnerability criteria established through Coordinated Entry may be prioritized for entry into HOP: these criteria may be adapted during the contract term, in coordination with H3, the Contra Costa Continuum of Care (CoC).

The primary source of referrals for HOP will be via the County's (H3) CORE Outreach team and the Antioch Unified School District's Homeless Liaisons at schools located within the City of Antioch. Specific referral pathways and processes will be established by the Contractor, in close coordination with the City of Antioch and H3. Participants may be asked to agree to abide by RV HOP program guidelines prior to program enrollment. Verification of homelessness will be required as a condition of participation.

III. SCOPE OF WORK

This section describes the preliminary Scope of Work for the selected Contractor and communicates the City's general expectations. To the maximum extent possible, the Contract should identify how the desired services may be provided by leveraging of existing community resources, including programs operated by H3 or other departments within Contra Costa County; City resources; private resources; and partnerships with other non-profit providers.

The successful agency or entity should identify any additional services beyond what is described below that will be needed to meet the City's expectations and explain them in their response. The successful agency or entity will be expected, at a minimum, to provide the following:

- **Temporary Housing**

Contractor will provide temporary housing for up to five (5) families with children enrolled in and attending classes in the AUSD in RVs located on City-owned (exact location pending) or private property (to be secured by the Contractor). The number of temporary housing units could be expanded beyond the five RVs if private property with additional temporary housing is provided.

Temporary housing should operate in alignment with Housing First principles, including harm reduction practices, as well as strengths-based and trauma-informed approaches. Participants may bring pets and personal belongings into the program. Contractor may establish limits for the quantity of pets or belongings each individual may bring into program, with policy approval from the City of Antioch and H3. Contractor is encouraged to consider capacity for additional on-site storage of belongings outside of RVs.

Contractor will provide: twenty-four hour on-site staffing and/or security (Intent is for on-site services and supports to be available at all times; see supportive services requirements below); clean linens/towels for use while in program; provision or access to laundry machines; and, a plan for access to showers (in event bathing facilities within RVs become temporarily inoperable). The RVs are equipped with a refrigerator and stove: participants will be expected to acquire, prepare and/or store their own meals. Contractor is encouraged to support participants in developing budgets and/or linking to community resources for access to food, as needed.

- **Supportive Services**

In close coordination with H3 and Coordinated Entry providers, Contractor will provide supportive services for participants of HOP, with a focus on services that promote households obtaining and retaining permanent housing. Required services include housing navigation case management services for participants, including housing plan development, document readiness for housing application process, housing search assistance, and linkages to Coordinated Entry and community resources for financial or supportive service assistance. It is expected that a minimum of 1.0 FTE staff member be assigned to supportive service provision for participants.

Additional on-site services that may be provided directly or through partnership with other organizations include but are not limited to physical and behavioral health care, substance use recovery support, transportation assistance, employment training and linkages, and veterinary care for pets of participants.

- **Data Entry**

Contractor will be responsible for Homeless Management Information System (HMIS) data entry for all families in the program and for services provided.

- Provide strategic guidance to City Manager and periodic updates to the Homeless Encampment Task Force Committee, City Council, and Contra Costa County Continuum of Care.
- Strong written and verbal communication skills to deliver public presentations and staff reports to City Council.
- Prepares reports and correspondence as required.

The City Manager would like to remain flexible during the process; the process may change as the candidate pool or other circumstances require.

IV. PROPOSAL REQUIREMENTS

Each proposal shall include the following information:

- A. Relevant experience providing temporary housing and/or supportive housing-focused services for families experiencing homelessness.

- B. Relevant experience providing services using Housing First, trauma-informed care, and/or strengths-based approaches and plan for operationalizing these approaches in RV-HOP.
- C. Current linkages and/or coordination with services in the community that may be relevant resources for families in the program, such as health care, employment training or linkages, public benefits, childcare resources, substance use recovery support, transportation assistance, etc.
- D. Current participation in Contra Costa County's Coordinated Entry System.
- E. Relevant experience utilizing Homeless Management Information System, including data input and report processing.
- F. Budget, including plan for leveraging City, County, and Community resources to maximize services available to families in program; leverage can also include the proposer's own internal resources. Include leverage letters.
- G. Additional services offered through your firm.
- H. Fee schedule:
 - State your proposed method of compensation for providing the City services as described above.
 - State any other costs the City may anticipate relating to the public information/press relations services to be provided and reimbursable expenses.
- I. References: Provide a list of three applicable references, include name, title, and contact information for each reference as well as a brief description of the specific services provided.
- J. Be aware that City Council meetings are the second and fourth Tuesdays of the month.

V. SELECTION PROCESS

The City Manager may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the Request for Proposal. Criteria to be evaluated may include, at a minimum, the following:

- Relevant experience.
- Demonstrated understanding of and alignment with Housing First, trauma-informed care, and strengths-based approaches.
- Ability of proposer to leverage resources from the community. Leverage letters will be reviewed.
- Responsiveness to this Request for Proposal.
- Qualifications and experience of the individuals assigned to the project.
- Regional reputation.
- Schedule and availability.
- Cost of Services.

- Reference contact results.
- Willingness to think “outside the box” and present innovative ideas for providing the services outlined above.

VI. CONTRACT REQUIREMENTS

1. Robbins-Rosenthal Fair Debt Collection Practices Act
The successful contractor(s) must operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.
2. Insurance requirements: The successful contractor(s) will maintain in force, during the full term of the contract, insurance as indicated starting on page 10.
3. Indemnification Agreement: To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by the Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties of the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where City’s fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive, and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of the City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or section.

Remittance and Reporting Requirements: The successful contractor(s) will be required to submit to the City of Antioch regular monthly remittances and statements no later than thirty (30) days following the month of collection.

VII. PROPOSAL SUBMISSION INFORMATION

- a. Inquiries concerning the RFP must be submitted via email to Ron Bernal, City Manager, at the following email address: rbernal@ci.antioch.ca.us.
- b. Responses will not be made to telephone inquiries.
- c. Proposal Submittal: An original and three copies of complete proposals are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration.

The proposal should be submitted no later than **5:00pm on Friday, June 12, 2020** to:

Mailing address:

City of Antioch
City Manager Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch
City Manager Department
200 H St
Antioch, CA 94509

- d. The City reserves the right to reject any and all proposals submitted, to request clarifications of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal. Finalist candidates or firms may be asked to present their qualifications to the City Manager. Following proposal evaluations, interviews and reference calls, the award of a contract to the successful candidate or firm will be at the sole discretion of the City Manager.
- e. The City reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.
- f. The firm chosen by the City will be required to obtain a City business license prior to starting services.
- g. The candidate or firm chosen by the City will be required to execute a Consulting Services Agreement, a template of which is attached as Exhibit A. If the candidate or firm chosen has any questions or proposed deviations to the provisions in this Agreement, those must be set forth in writing in the proposal. Otherwise, the firm shall be deemed to have accepted all provisions of the Agreement.

City of Antioch Insurance Requirements for Consultants

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

Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

Automotive Liability Insurance:

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

Workers' Compensation Insurance:

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

Professional Liability (Errors and Omissions) Insurance:

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

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) *Additional Insured Status.* The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) *Primary Coverage.* For any claims related to the services provided by the Consultant, the

Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- (3) *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be cancelled except with notice to the City.
- (4) *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) *Claims made policies.* If any of the required policies provide claims-made coverage:
 - (i) *The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.*
 - (ii) *Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work.*
 - (iii) *If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.*

Certificate of Insurance and Endorsements

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

Subcontractors

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

Higher limits

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

Special Risks or Circumstances

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

Remedies

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

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

City of Antioch
Indemnification and Consultant's Responsibilities

1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with council acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
3. Acceptance by City of insurance certificates or endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
4. By execution of this Agreement, Consultant acknowledges and agrees to the provision of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Legal Requirements

1. *Governing Law.* The laws of the State of California shall govern this Agreement.
2. *Compliance with Applicable Laws.* Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
3. *Other Governmental Regulations.* To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
4. *Licenses and Permits.* Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In additions to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
5. *Nondiscrimination and Equal Opportunity.* Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of the Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

6. *Prevailing Wages.* Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

EXHIBIT 'A'

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
[NAME OF CONSULTANT]**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and _____ ("Consultant") as of _____.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Request for Proposal (RFP) 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 Request for Proposal (RFP), the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on _____, the date of completion specified in the Request for Proposal (RFP) and Consultant shall complete the work described in the Request for Proposal (RFP) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed bid pricing in the Request for Proposal (RFP). Total charges for services will be on a price times volume basis, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- The beginning and ending dates of the billing period;
- Detail accounting of service billing elements and volume and Total Services Fees.

2.2 Payment Schedule.

2.2.1 The Consultant shall make payments monthly, based on accounts received, according to the Request for Proposal (RFP).

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

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

2.5 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

- 4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- 4.2. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 4.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- 4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

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

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

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

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

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

- 4.8. Higher limits.** If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 4.9 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- 4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
 - Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

- 5.1** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
- 5.2** In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3** Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to

any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

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

Section 6. STATUS OF CONSULTANT.

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

- 5.5 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and

maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 Prevailing Wages. Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit B not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit B that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the

performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered to Dawn Merchant, Finance Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

XXXXX
XXXXX
XXXXX
XXXXX

Any written notice to City shall be sent to:

City Manager
City of Antioch
PO Box 5007
Antioch, CA 94531-5007

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit B, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

(all signatures are on the next page)

CITY:

CITY OF ANTIOCH

Ron Bernal, City Manager

Attest:

Arne Simonsen, MMC
City Clerk of the City of Antioch

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

[NAME OF CONSULTANT]

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Consideration of Amendments to the Cannabis Business Ordinance (AMC §§ 9-5.203, 9-5.3845) Regarding the Definition of Commercial Cannabis Use, Replacement of Development Agreements with Operating Agreements, Specification of Additional Minimum Conditions of an Operating Agreement, and Modification of Locational Restrictions

RECOMMENDED ACTION

It is recommended that the City Council review and provide direction concerning the proposed amendments to the City's Cannabis Business Ordinance.

FISCAL IMPACT

The proposed action will have no effect on the City budget since the Council will only be providing direction.

DISCUSSION

The proposed ordinance includes four areas: a new definition of commercial cannabis use; modification of the existing ordinance to require an operating agreement, rather than a development agreement; specification of additional minimum conditions for the operating agreement; and modification of the restrictions on where a cannabis business may be located. Each is discussed below.

1. Adding definition of commercial cannabis use:

The proposed ordinance adds the definition of "commercial cannabis use" to § 9-5.203 of Article 5 of the Antioch Municipal Code. Currently, the AMC regulates a "cannabis business," defined as a person, partnership, corporation, company, association, collective, or cooperative which engages in commercial cannabis use(s)." However, "commercial cannabis use" is not defined. The proposed new definition defines that term broadly.

2. Substituting "operating agreement" for "development agreement":

On September 10, 2019, the City Council adopted Resolution 2019/143, which specified that, for certain cannabis businesses with approved cannabis business use permits

("CBUP") whose applications were deemed complete prior to the City's requirement of a development agreement, the City would enter into an operating agreement with the business. This resolution only applied to those cannabis business applicants whose applications had vested prior to the City's adoption of an amendment to its cannabis ordinance requiring a development agreement. The resolution authorized the use of an operating agreement rather than a development agreement for these cannabis business applicants and specified that the City Council is the body which must approve the operating agreement.

Staff recommends that the City replace the development agreement requirement in the existing cannabis ordinance with an operating agreement requirement because the goals of a development agreement can be met more quickly through use of an operating agreement, which would streamline the approval process and enable new businesses to get up and running faster.

3. Including additional terms and conditions of an operating agreement:

Currently, § 9-5.3845 of Article 5 of the Antioch Municipal Code states that the development agreement must include public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that would protect and promote the public health, safety and welfare. The operating agreement currently used by the City includes additional terms, which would be referenced in the proposed amendment. These terms are:

- (1) Providing a public outreach and education program
- (2) Implementing and maintaining a social equity program (clarifying the prior reference to "community service")
- (3) Payment of fees and other charges, which may be imposed on gross receipts and/or square footage of cultivation, or such other methodology as determined by the Council
- (4) Implementing and maintaining a security plan to be approved by the Chief of Police
- (5) Odor control and mitigation plan
- (6) Record keeping
- (7) City's periodic review of operations and related matters
- (8) Insurance
- (9) Indemnification
- (10) Assignability
- (11) Procedures for amendment
- (12) Hours of operation
- (13) Signage
- (14) External lighting
- (15) Such other terms and conditions that will protect and promote the public health, safety and welfare

In addition, the proposed amendment makes clear that the operating agreement is non-transferable to a different operator or to a different business without the City's approval on the terms and conditions set forth in the operating agreement.

4. Reviewing options for modifying locational restrictions:

The City's current locational restrictions are broader than state law. State law requires 600 feet between a commercial cannabis business ("CCB") and specified youth facilities. State law also allows the City to reduce the 600-foot distance.

Antioch's current ordinance has two limitations as to the location of a CCB:

- The CCB can only be in the Cannabis Zoning Overlay District and
- The CCB cannot be within 600 feet of:
 - Any private or public school serving students grade kindergarten through high school
 - Any public park owned or operated by the City
 - Any property occupied by a residential land use or with a residential or general plan land use designation or zoning designation
 - A child care center, as defined by the Antioch Municipal Code

State law (Business & Professions Code §26054 (b)) prohibits a cannabis business from being within a 600-foot radius of an existing:

- School providing instruction in kindergarten or any grades 1 through 12
- Day care center
- Youth center

A day care center is: "a child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and schoolage child care centers, and includes child care centers licensed pursuant to [state law]. (Health & Safety Code §1596.76.)

A youth center is: "any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities." (Health & Safety Code §11353.1(e)(2).)

The 600 feet is measured as a straight line between the school's property line and the closest property line of the lot on which the CCB will be located, without accounting for any intervening buildings. (Health & Safety Code §11363.768(c).)

Furthermore, the City has the discretion to reduce the 600-foot restriction. "A premises licensed under this division [relating to commercial cannabis businesses] shall not be located within a 600-foot radius ...unless a local jurisdiction specifies a different radius." (Business & Professions Code §26054 (b); see also 16 CCR §5026(b).)

Some neighboring jurisdictions have modified the 600-foot distance. For example, Concord's draft ordinance proposes a 250-foot distance; the County's ordinance requires a 1000-foot distance; and Benicia's ordinance requires a 600-foot distance. Martinez also follows the 600-foot distance, except for pre-existing non-conforming uses.

There are four basic options as to locational restrictions:

- Make no change
- Delete the existing restriction requiring a CCB to be in a Cannabis Zoning Overlay District
- Modify the 600-foot distance requirement
- Modify the uses which trigger the distance requirement to match the state's language

It is anticipated that, with Council direction, staff would present a revised ordinance to the Planning Commission for review and recommendations, then submit it to City Council for an introduction and first reading of the revised ordinance.

ATTACHMENTS

Ordinance

EXHIBIT A

§ 9-5.203 DEFINITIONS

COMMERCIAL CANNABIS USE. Any commercial cannabis activity which is or may be licensed pursuant to state law including, but not limited to, cultivation, possession, distribution, laboratory testing, labeling, retail, delivery, sale, or manufacture of cannabis or cannabis products. "Commercial cannabis use" shall not include legal cannabis activities carried out exclusively for one's personal use that do not involve commercial activity or sales and that do not require a state license or permit.

§ 9-5.3845 CANNABIS BUSINESS.

- (A) A cannabis business may be established only under the conditions set forth herein. No other cannabis business or commercial cannabis use shall be allowed within the city except as authorized by this Article.
- (B) A use permit from the City Council is required for all cannabis businesses. The application for the use permit shall be considered by the Planning Commission which shall make a recommendation to the City Council.
- (C) Prior to operating in the city and as a condition of issuance of a use permit, the operator of each cannabis business shall enter into and maintain compliance with an operating agreement, setting forth the terms and conditions under which the cannabis business will operate. Such requirements include, but are not limited to:
 - (1) Providing a public outreach and education program;
 - (2) Implementing and maintaining a social equity program;
 - (3) Payment of fees and other charges, which may be imposed on gross receipts and/or square footage of cultivation, or such other methodology as determined by the Council;
 - (4) Implementing and maintaining a security plan to be approved by the Chief of Police;
 - (5) Implementing and maintaining an odor control and mitigation plan;
 - (6) Payment of fees and charges;
 - (7) Record keeping;
 - (8) City's periodic review of operations and related matters;
 - (9) Insurance;
 - (10) Indemnification;
 - (11) Assignability;
 - (12) Procedures for amendment;
 - (13) Hours of operation;
 - (14) Signage;
 - (15) External lighting; and
 - (16) Such other terms and conditions that will protect and promote the public health, safety and welfare.

(D) A cannabis business shall be located no closer than 600 feet from the following:

(1) Any private or public school serving students grade kindergarten through high school;

(2) Any public park owned or operated by the city;

(3) Any property occupied by a residential land use or with a residential or general plan land use designation or zoning designation.; and

(4) A Child Care Center, as defined by the Antioch Municipal Code.¹

(E) In addition to the standard findings for approval of a use permit, the City Council shall make the following additional finding in support of approval of a use permit for a cannabis business.

(1) That the location and site characteristics of the proposed cannabis business are consistent with all applicable state laws and city standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the city.

(F) The operating agreement may be utilized only by the applicant and only for the cannabis business which are the subject of the operating agreement. Any termination or modification of that cannabis business, or change in the applicant (such as transfer of ownership or operator), unless approved in writing by the City on the terms and conditions set forth in the operating agreement shall result in a temporary suspension of the cannabis business' use permit and operating agreement and, at the City's discretion, a noticed hearing to revoke the use permit.

¹ Possible changes to the highlighted language are discussed in the staff report.

to be included in the ballot pamphlet. The amount of the tax can be phrased as “not to exceed” a specific percent so that the City has flexibility to impose a lesser amount.

The resolution must be adopted at least 88 days before the general election. There are also statutory limits as to the length of the question to be placed on the ballot, the length and timing of the City Attorney’s impartial analysis, and the length and timing of arguments in favor of and against the ballot measure. The City Council may decide whether it wants to direct any members to submit an argument in favor of the proposed ballot measure. If more than one argument is submitted, state statutes dictate which argument will be included in the ballot pamphlet. In addition, the County registrar usually provides a printed guide to city clerks regarding timing as to local elections, ballot arguments, and related matters.

The City pays the cost of placing the measure on the ballot. The Contra Costa County (“County”) registrar of voters can provide an estimate of the costs.

If the ballot measure is successful, then the City would need to coordinate with the California Department of Tax and Fee Administration for tax collection. One advantage of a cannabis tax is that review of records, collection of monies, and related activities are performed by the State, not the City’s Finance Department. One disadvantage of a cannabis tax is that the ordinance creating the tax locks in the wording, not-to-exceed rates, and activities subject to the tax, unless the City pursues another ballot measure.

2. Voter-Approved Cannabis Taxes in Other Jurisdictions

According to Ballotpedia, there have been over 180 ballot measures by California cities or counties to impose a cannabis tax. Not all have been successful, and some cities have submitted more than one ballot measure over the years.

Within Contra Costa County, only the County itself and the cities of Richmond and Pittsburg have voter-approved cannabis taxes. The County’s tax, applicable only in the unincorporated area, is up to \$7 per square foot of canopy and up to 4% of gross receipts. The City of Richmond’s tax rate is 5% of gross receipts and City of Pittsburg’s tax rate is up to 10% of gross receipts.

Attached to this staff report is a chart showing the 2017 cannabis tax rates for various California cities and counties. The chart shows that some jurisdictions use different rates for medical versus recreational cannabis.

3. Cannabis Operating Agreements versus Imposing a Cannabis Tax

On September 10, 2019, the City Council adopted Resolution 2019/143, which authorized the City Attorney to negotiate operating agreements, subject to City Council approval, with those cannabis business applicants with approved cannabis business use permits (“CBUP”) whose applications were deemed complete prior to the effective date of the April 2019 Amendment to Chapter 5 of Title 9 of the Antioch Municipal Code. A key goal of the operating agreement is to require the cannabis business to participate in public outreach and education, community services, payment of fees and other

charges as mutually agreed, and such other terms and conditions that would protect and promote the public health, safety and welfare.

Based on similar agreements used by other cities, City staff drafted a model operating agreement (“Agreement”) to protect the City’s interests. City staff then met with the four cannabis business operators, or their representatives and used the input from those meetings to refine the operating agreement.

Each operating agreement is substantially similar. The key difference is the social equity program proposed by each operator. Each operating agreement includes the following provisions:

- The Agreement’s term is ten years with two optional five-year extensions. The Operator agrees not to operate if the Agreement is not in effect.
- The Police Chief has discretion to require certain changes to the business to protect public health and safety.
- The City Manager may impose additional mitigation measures relating to public health and safety.
- The Operator will begin paying a percentage of gross revenue to the City as of the 15th of the month after City issues the Certificate of Occupancy for the business, and monthly thereafter. A business paying a fee based on square footage shall pay that fee, based on existing square footage, at the end of each year.
- The Agreement shall be reviewed annually by City staff or a third party selected by the City.
- The Agreement includes provisions relating to indemnification of the City and insurance protecting the City.
- The revenue to be paid to the City is set forth in Exhibit C to the Agreement, which provides:

| Business type | Yr 1 | Yr 2 | Yr 3 | Yr 4+ |
|---------------------------------|-------------|-------------|-------------|--------------|
| Retail* | 2% | 3% | 4% | 5% |
| Microbusiness* | 2% | 3% | 5% | 6% |
| Cultivation (per square foot) * | \$2 | \$3 | \$5 | \$6 |

*Eligible for Local Employment Incentive

Under the Local Employment Incentive, the total amount payable to City by the Operator pursuant to this Exhibit may be reduced by the following amount if the Operator provides full-time employment with healthcare benefits to the following numbers of Antioch residents:

| | |
|-----------------------------|---------------------------------|
| At least 20 City residents | 1%, but not to exceed \$60,000 |
| At least 50 City residents | 3%, but not to exceed \$150,000 |
| At least 100 City residents | 6%, but not to exceed \$300,000 |
| At least 150 City residents | 9%, but not to exceed \$450,000 |

200 or more City residents 12%, but not to exceed \$600,000

- The social equity programs proposed by each operator (Exhibit D) are as follows:
 - Alluvium, Inc.
Will donate 0.25%, 0.37%, and 0.5% of gross receipts, in years one, two, and three (and thereafter), respectively, to Antioch-based programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents. Alluvium will evaluate programs annually and choose where is best to donate the funds.
 - Contra Costa Farms, LLC
Will donate \$50,000-\$100,000, but not less than 0.5% of gross receipts annually to Antioch-based charities that provide resources and support for children of Antioch residents who have been incarcerated.
 - Delta Dispensary, LLC
Will donate 0.25%, 0.37%, and 0.5% of gross receipts, in years one, two, and three (and thereafter), respectively, to Antioch-based programs whose purpose is to reclaim, redeem, and restore Antioch residents' lives which have been disrupted by drugs, alcohol, and other substance abuse.

Currently, the City has approved three cannabis businesses to operate within the City. Each approval includes an operating agreement, with a levy imposed based on gross receipts and cultivation area.

If the City Council resolves to put a cannabis tax on the ballot and voters approved the cannabis tax, the City would need to revise each operating agreement to avoid charging approved cannabis businesses both the operating agreement fees and the cannabis tax.

4. Next steps

This staff report is for informational purposes only. Options for the City Council include:

- Rely on the existing system of operating agreements and do not put a cannabis tax on the ballot at this time.
- Direct staff to take the steps necessary for preparing a cannabis tax measure to be placed on the November 2020 ballot.

ATTACHMENTS

2017 Chart – Tax Rates for Cannabis in California Cities and Counties

Tax Rates for Cannabis in California Cities and Counties

California Counties

| | |
|--------------------------|---|
| Calaveras County | 1) For Outdoor and Mixed Light Licensees or Registrants: \$2.00 per square foot of registered or permitted canopy area commencing upon adoption of the voters until the Department of Food and Agriculture has established and implemented a track and trace program under Business and Professions Code 19335 et seq. And thereafter \$45.00 per pound of dry weight flower and bud and \$10.00 per pound of dry weight trim; 2) For Indoor Licensees or Registrants: \$5.00 per square foot of registered or permitted canopy area commencing upon adoption of the voters until the Department of Food and Agriculture has established and implemented a track and trace program under Business and Professions Code 19335 et seq; and thereafter \$70.00 per pound of dryweight flower and bud and \$15.00 per pound of dry weight trim; 3) A gross proceeds tax of seven percent (7%) on the manufacturing of cultivated cannabis; and a gross proceeds tax of seven percent (7%) on retail medicinal or legal cannabis storefronts, collectives, and dispensaries for general governmental purposes upon approval of the voters. |
| Humboldt County | There is a \$1 - \$3 per square foot, based upon type of grow, annual commercial marijuana cultivation tax. (Measure S.) |
| Inyo County | There is a 5% gross receipts tax on commercial marijuana businesses (but no less than \$1,250 per growing cycle for cultivation businesses) in the unincorporated area of Inyo County, with an increase to a maximum of 12.5% over time. (Measure I (November 2016).) |
| Lake County | There is a of \$1.00 per square foot of an outdoor cultivation site, \$2.00 per square foot of a mixed-light cultivation site, and \$3.00 per square foot of an indoor cultivation site, subject to annual CPI (Measure C (November 2016).) |
| Mendocino County | There is a 2.5 percent to 10 percent tax on growers and flat \$2,500 rate a year on other operators. (Measure AI and Measure AJ (2016).) |
| Monterey County | There is a tax on commercial marijuana businesses in the unincorporated area of Monterey County only (not cities) up to a maximum of: \$25 per square foot on cultivation with an annual adjustment by Consumer Price Index (CPI) thereafter; \$5 per square foot on nurseries with annual CPI adjustment thereafter; and 10% of gross receipts on other marijuana business activities with no CPI. (Commercial Cannabis Activity Tax Ballot Measure (Nov. 2016).) |
| Santa Cruz County | There is a tax with a maximum tax rate of 10% of gross receipts but sets the initial tax rate at 7%. The ordinance broadly defines "cannabis business" to include any for-profit or non-profit business that distributes, delivers, dispenses, exchanges, barter or sells either medical or non-medical cannabis and includes, but is not limited to, medical marijuana cooperatives and businesses, and any other business which transports, manufactures, compounds, converts, processes, prepares, stores, packages, sells at wholesale, or sells at retail, cannabis or products made of cannabis. (Tit. 4, Ch. 4.06 - Cannabis Business Tax.) |
| Solano County | There is a general business license tax on marijuana businesses within the County of up to 15% of annual gross receipts. (Measure C (2016).) |
| Sonoma County | A cannabis tax measure on the March 7, 2017, ballot passed. It imposes a maximum 10% tax on cannabis businesses. |

California Cities

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| Adelanto | Voters approved an excise tax on each commercial marijuana activity business of not more than five percent of the gross revenue. (Measure R (2016).) |
| Albany | There is a tax on for-profit marijuana dispensaries at \$25 per \$1,000 of gross receipts. Non-profit marijuana dispensaries were to be taxed at the rate of \$25 per square foot. (Measure Q (2010).) |
| Alturas | There is a cannabis tax of 10% of gross receipts. (Ord. 506) |
| Bakersfield | [The next election will have the "Medical Cannabis Initiative" on it, which includes a proposed 7.5 percent of all cannabis business gross income. |
| Bellflower | <p>Measure B - Cannabis Tax passed on the March 7, 2017. It has tiered tax rates for all cannabis license types</p> <ul style="list-style-type: none"> • For commercial cannabis cultivation (except for nurseries) the tax would be \$15.00 per fiscal year, per square foot of authorized space. Commencing July 1, 2020, this tax will increase each fiscal year by \$2.50 per square foot until it reaches a maximum annual tax rate of \$25.00 per square foot. For nurseries, the tax would be \$2.00 per square foot of authorized space. Beginning July 1, 2020, this tax will increase each fiscal year by \$1.50 per square foot until it reaches a maximum annual tax rate of \$5.00 per square foot. • Every person transporting cannabis or cannabis products from one permitted business location of one permittee to another must pay an annual tax of \$1,500.00 per year. • Every person who operates a dispensary, manufacturing facility, testing laboratory, or distribution facility, or engages in delivery of cannabis in the City must pay an initial annual tax of 5% of the gross receipts per fiscal year. That rate would increase on July 1, 2020 (and for each fiscal year thereafter) by 2.5% until it reaches an annual maximum tax rate of 10%. <p>Note: Beginning July 1, 2024, and continuing each July 1st thereafter, non-gross receipt based cannabis taxes (cultivation, nurseries, and transportation) would increase based upon the consumer price index</p> |
| Berkeley | In Berkeley, voters approved Measure S, which enacts a 2.5 percent business license tax on medical marijuana operators. The new fee will be imposed in addition to the Berkeley's existing business tax, which applies to all businesses that operate within the municipal limits. |

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| California City | <p>Tax Rates enacted by Measure A (approved 6/6/17): For cultivation:</p> <ol style="list-style-type: none"> Seven dollars (\$7.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting. Five dollars (\$5.00) annually per square foot of canopy space in a facility that uses a combination of natural and supplemental artificial lighting. One dollar (\$1.00) annually per square foot of canopy space in a facility that uses no artificial lighting. Fifty cents (\$0.50) annually per square foot of canopy space for any nursery. <p>For testing laboratories: two percent (2%) of gross receipts.</p> <p>For all other cannabis businesses: six percent (6%) of gross receipts.</p> |
| Campbell | Gross receipts tax at the initial rate of 7% and a maximum rate of 15% (Measure A, 4-25-2017) |
| Carson City | There is a tax of \$25 per square foot of space utilized for cultivation and 18% of gross proceeds (adjusted annually on July 1 based on CPI) apply on all cannabis related business activities in Carson with annual revenues ranging from \$500,000 to \$3.5 million. (Measure KK (November 2016).) |
| Cathedral City | Retail sales - maximum rate of \$.15 on each \$1.00 in sales; cultivation — use tax of a maximum of \$25 per gross square foot of building space; manufactured products — use tax at a maximum of \$1.00 per gram or ounce of manufactured product. (Measure P (2016)) |
| Cloverdale | There is a business tax at a rate of up to ten percent of gross receipts. |
| Coachella | <ol style="list-style-type: none"> Up to a maximum of six (6) cents for each \$1.00 of gross receipts or fractional part thereof, whether at wholesale or retail, subject to adjustment by the City Council pursuant to Section 4.31.050; and Up to a maximum of fifteen dollars (\$15.00) per square foot of space utilized in connection with the cultivation/manufacturing of cannabis or cannabis-infused products, subject to adjustment by the City Council pursuant to Section 4.31.050. |
| Coalinga | There are two taxes. The first is a tax on all cannabis businesses of \$25.00 per square foot used in connection with each commercial marijuana operation for the first 3,000 square feet, and \$10.00 per square foot for each additional square foot thereafter. The second is a 10 percent of the gross receipts on dispensaries. (Measure G and Measure E (November 2016) .) |
| Costa Mesa | There is a cannabis business tax of six percent based on the gross receipts of the business. (§9-29.5.) |
| Davis | <p>There is a tax on sellers of recreational marijuana of up to 10 percent of the annual gross receipts. (Measure C (June 2016).)</p> <p>Cannabis manufacturing, cannabis research and development, and cannabis testing: 5% for receipts from \$0-\$50,000/month; 4% for receipts from \$50,001 to \$100,000/month; 3% for receipts over \$100,001/month.</p> |
| Desert Hot Springs | There are two cannabis taxes. The first is a tax of \$25 per square foot for the first 3,000 square feet, and then \$10 per square foot for the remaining space utilized in connection with the cultivation of marijuana for medical or recreational use. The second is a ten percent tax on the proceeds from the sale of marijuana for medical or casual/recreational use (Measures HH and II (November 2014).) |
| Dixon | The city imposes a 15% tax on the gross receipts of cannabis businesses and dispensaries if such businesses or dispensaries are approved to operate in the City of Dixon. Dixon passed an ordinance prohibiting cultivation and distribution of medical marijuana in January 2016. |
| Fillmore | There are two taxes. The first is a \$30 per square foot for the first 3,000 square feet of space, and not to exceed \$15.00 per square foot for the remaining space, tax on space used for the cultivation of marijuana with annual CPI increases. The second is a tax not to exceed 15% of all proceeds of marijuana sales |
| Gonzales | There is a tax of \$15 (may go to \$25) per square foot on marijuana cultivators and 5% (may go to 15%) on the annual gross receipts of marijuana manufacturers. (Measure W (November 2016).) |
| Greenfield | There are two taxes. The cultivation tax shall not exceed \$25.00 per square foot; a CPI may be adjusted annually; all other cannabis activities shall be taxed at a rate not to exceed 10%. (Measure O (November 2016).) |
| Grover Beach | There are three taxes. 1. Commercial Medical Marijuana Activates: 5% tax on gross receipts. 2. Non-medical Commercial Medical Marijuana Activities: 10% tax on gross receipt. 3. Cultivation and Nurseries: \$25 per sq ft on the first 5,000 sq ft and \$10 per sq ft on the remainder. (Measure L-16 (2016).) |
| Hayward | There is a tax of up to 15% of gross sales for all products associated with medical or adult use of cannabis, from cultivation, distribution, manufacturing, and retailing of cannabis or products derived therefrom, if the City of Hayward permits cannabis business activities. (Measure EE (November 2016).) |
| King City | There is a tax on lawful medical and nonmedical marijuana businesses at \$25.00 per square foot for the first 5,000 square feet and \$10.00 per square foot thereafter for cultivation; not to exceed \$5.00 per square foot for nurseries; \$30,000.00 each for manufacturing and testing facilities; and it may be adjusted annually by CPI. (Measure J (November 2016).) |
| La Puente | There is an annual business license tax of 10% per \$1,000 of gross receipts on marijuana products. |
| Lemon Grove | A Business permit tax is set at fifteen dollars plus two dollars a person up to fifty employees. Mobile dispensaries, with no fixed business location in Lemon Grove, shall pay fifteen dollars plus two dollars per employee, maximum of fifty. A per Dispensary member charge of fifteen dollars is also required. |

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| Long Beach | Medical Marijuana Retail Sales or Delivery: 6% of gross receipts (Council can increase to 8%) Recreational Marijuana Retail Sales or Delivery: 8% of gross receipts (Council can increase to 12%) See 3.80.261(C)(3) for businesses engaged in both medical and recreational retail sales or delivery. Medical/Recreational distribution, transport, processing, or testing: 6% of gross receipts (Council can increase to 8%) See 3.80.261(C)(4) for businesses engaged in retail sales or delivery as well as distribution, transport, processing, or testing. Medical/Recreational cultivation: \$12 per sq foot (Council can increase to \$15) |
| Los Angeles | Los Angeles has two: 1) Medical Cannabis Business Tax of 6% of gross receipts. (LA Muni. Code Art. 1, Ch. II §21.50.) 2) On the March 2017 ballot, voters added a tax of 8% of gross receipts from adult use marijuana sales. |
| Marysville | There are two cannabis taxes for both medical and recreational: 1) up to 15% gross receipts; and 2) up to \$25 per square foot on cultivation. (Measure F (November 2016).) |
| Oakland | Oakland also has a Medical Cannabis Business Tax of 5% of gross receipts. (§5.04.480.) |
| Palm Springs | There is a tax at a rate of 15 cents per \$1.00 of proceeds on cannabis or marijuana collectives operating in the City. (§ 3.35.010.) |
| Perris | There is a maximum tax rate of ten cents for each \$1 of dispensary proceeds, and if cultivation is allowed, an annual maximum tax rate of \$25 per square foot of cultivation area, subject to CPI adjustments. (Measure J (November 2016).) |
| Pittsburg | The city imposes a tax on all for-profit and nonprofit medical and recreational marijuana businesses within the city of no more than 10% of gross receipts. Personal cultivation of marijuana that is not sold, bartered or exchanged is excluded from this tax. |
| Point Arena | There is a tax of up to 7 cents per each \$1.00 of proceeds or fractional part thereof on non-medical cannabis or marijuana businesses, and a tax of up to 3 cents per each \$1.00 of proceeds or fractional part thereof on medical cannabis or marijuana businesses. (Measure AE (November 2016).) |
| Rancho Cordova | There are two types of cannabis taxes: I. Businesses: A. Every for-profit cannabis business with annual gross receipts of \$1,000,000 or less shall pay an annual tax of \$120.00 for each \$1,000 of gross receipts. B. Every for-profit cannabis business with annual gross receipts of over \$1,000,000 shall pay an annual tax of \$120.00 for each \$1,000 of gross receipts for the first \$1,000,000, and then \$150.00 for each \$1,000 of gross receipts over \$1,000,000. C. Every nonprofit organization cannabis business, including all of its ancillary locations regardless of the number of square feet it occupies, shall pay an annual tax of \$100.00 per square foot on all business improvements occupied by the cannabis business. II. Personal Cultivation: 1. For indoor cultivation: a. If the cultivated area is equal to or less than 25 square feet, \$600.00 per year for each square foot of cultivated area; or b. If the cultivated area is over 25 square feet, \$900.00 per year for each square foot of cultivated area. 2. For outdoor cultivation: a. If the cultivated area is equal to or less than 25 square feet, \$600.00 per year for each 12.5 square feet of cultivated area; or b. If the cultivated area is over 25 square feet, \$900.00 per year for each 12.5 square feet of cultivated area. |
| Richmond | There is a 5% tax on gross sales receipts of marijuana. (§7.04.139.) |
| Sacramento | There is a 4% tax on gross receipts. (§ 3.08.205.) |
| Salinas | There is a tax of \$15 per square foot for the first three years, with a ceiling of \$25 per square foot proposed for cultivation. The other three business types are taxed 5% of gross revenues for the first three years, with a max of 10% of gross revenues. (Measure L (2016).) |
| San Diego | Every Operator engaged in Cannabis Business in the City shall pay a Cannabis Business Tax at a rate of up to 15 percent of Gross Receipts. Commencing on December 12, 2016, the Cannabis Business Tax rate shall be five percent of Gross Receipts. Commencing on July 1, 2019, the Cannabis Business Tax rate shall be set at eight percent of Gross Receipts unless the City Council, by ordinance, takes action to set a different tax rate. (Ch. 3, Art. 4, Div. 1.) |
| San Leandro | There is a cannabis business tax set at 6% of gross receipts until June 30, 2019 and increasing to 7% on July 1, 2019 and 8% on July 1, 2021 (§2--21--400 & Reso. 2017-044.) |
| San Jacinto | There are the following tax rates: • \$.15 for each \$1.00 of gross receipts for retail sales. • \$10 per square foot for distribution, transport, and other commercial activity. • \$15 per square foot for outdoor cultivation of cannabis. • \$15 per square foot for testing of any type of marijuana. • \$25 per square foot for indoor cultivation of cannabis. • \$25 per square foot for manufacturing of marijuana of any type. |
| San Jose | San Jose has a Medical Cannabis Business Tax of 10% of gross receipts. (San Jose Muni. Code §4.66.250(D).) |
| Santa Ana | Santa Ana has a Medical Cannabis Business Tax of 10% of gross receipts. (Santa Ana Muni. Code §21-127(b)(1).) |
| Santa Barbara | There is a tax of 20% of gross receipts for medical marijuana and non-medical marijuana. (Measure D2016 (November 2016).) |
| Santa Cruz | There is a 7 percent tax on all gross receipts of marijuana businesses in the city. The city is authorized to increase this tax to up to 10 percent. (§5.07.070.) |
| Santa Rosa | Tax Rates enacted by Measure D (approved 6/6/17): Initial cannabis business tax rates, shall be set as follows for a term of 2 years beginning the day the Ordinance goes into effect: a. Cultivation Initial Rate: 2% of gross receipts or \$5.00 per square foot of cannabis cultivation area, at the taxpayer's election b. Manufacturing Initial Rate: 1% of gross receipts c. Distribution Initial Rate: 0% (instead subject to standard city business tax under Santa Rosa City Code Chapter 6-04) d. Dispensaries: 3% of gross receipts (recreational only and only after state and local regulations are in place) |

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| Seaside | Up to 10% of gross receipts of a marijuana business. (Measure G, June 2017) |
| | |
| Shasta Lake | There is a 6 percent tax on the retail sale of medical marijuana. The city is authorized to increase this tax to up to 10 percent. (§3.17.010.) |
| | |
| Stockton | Stockton has two Medical Cannabis Business Taxes for an annual combined 15% gross receipts tax (5% of gross receipts (Measure Q (2016)) + 10% of gross receipts from Stockton Muni. Code §5.99.030(A)). |
| | |
| Vallejo | There is a tax on marijuana businesses in the city at the rate of 10% of gross receipts, with a minimum base tax of \$500. (Measure C (November 2011).) |
| | |
| Watsonville | There is a tax of not more than \$20 per square foot per year of canopy area, not more than 2.5% on gross receipts from manufactured cannabis product, and not more than 10% on gross receipts from the retail sale of cannabis. (Measure L (2016).) |

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 12, 2020

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Informational Report on Vaping, E-Cigarettes, and Flavored Tobacco

RECOMMENDED ACTION

It is recommended that Council review and provide direction to staff on next steps. This staff report is for informational purposes only.

FISCAL IMPACT

Since this report is informational only, it will have no effect on the City budget.

DISCUSSION

This staff report covers four areas: (1) key definitions concerning vaping, e-cigarettes, and flavored tobacco; (2) existing federal and state law and regulations; (3) existing ordinances in the Antioch Municipal Code and neighboring jurisdictions, and (4) potential next steps.

1. Definitions

The terms “cigarettes” and “smoking” do not automatically include “e-cigarettes” or “vaping.” Many jurisdictions have modified traditional definitions of “cigarettes” and “smoking” to include both e-cigarettes and vaping. For example, in 2016, state law revised the definition of “tobacco product” to include e-cigarettes, defined as “an electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.” (Business & Professions Code §22950.5(d)(1)(B). The same legislation modified the definition of “smoking” to include vaping, by adding the following: “the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.” (Business & Professions Code §22950.5(c). (See also Health & Safety Code §104495(a)(8)(A).

Separate from e-cigarettes and vaping are new definitions of “flavored” tobacco products, and the related prohibition on their sale. These definitions reference either “flavored tobacco products” or “tobacco products with characterizing flavors.” Exactly

what are those flavors (e.g., mint, menthol, candy, chocolate, alcohol, etc.) varies from jurisdiction to jurisdiction.

2. Federal and state laws and regulations

a. Federal regulations

Federal regulations are more restrictive than state law on flavored tobacco products. Effective January 2020, the FDA prohibited the sale of e-cigarettes with candy, mint, or fruit flavors. The ban does not extend to menthol-flavored products. The ban also allows smoke shops to use cannisters with flavors, for refilling existing vape pens or cartridges.

The federal government does not consider the use of cannabis to be legal. Therefore, the FDA's ban on flavorings covers tobacco products, but not cannabis products.

b. State law

In 2016, California modified its ban on smoking to include e-cigarettes and vaping. In 2019, the state extended its ban on smoking to state parks and beaches.

Senate Bill 793 is currently pending in the Legislature. It would ban the sale of a tobacco product¹ with any "characterizing flavor."² The proposed legislation includes menthol and, thus, is broader than the existing FDA ban.

3. Local jurisdictions

a. Antioch

The City's municipal code includes a definition of e-cigarettes but does not include any provisions which go further than state or federal law.

b. Contra Costa County

The County bans smoking in public parks; the County includes e-cigarettes in its definition of smoking.

The County bans the sale of flavored tobacco products and defines flavored tobacco products similarly to SB 793's definition. The County's definition of a tobacco product is limited to a product containing tobacco or nicotine.

¹ State law defines a tobacco product as "a product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff [as well as] an electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah."

² SB 793 defines a characterizing flavor as "a distinguishable taste or aroma, or both, other than the taste or aroma of tobacco, imparted by a tobacco product or any byproduct produced by the tobacco product. Characterizing flavors include, but are not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice."

The County's restrictions only apply in the unincorporated portions of the County.

c. City of Concord

Concord's municipal code includes e-cigarettes in its definition of smoking. It prohibits smoking in its downtown area, as designated in its code, and in city parks. It also specifies that smoking of cannabis is prohibited wherever smoking is prohibited.

d. City of Richmond

Richmond's municipal code includes e-cigarettes in its definition of smoking. Smoking is banned in "recreational areas", which include parks, walking paths, bike paths, hiking areas, beaches, and other public or private areas open to the public.

In addition, Richmond (as the county and several other California cities and counties) bans the sale of any tobacco product with a characterizing flavor. Richmond's definition of characterizing flavor is the same as SB 793's definition. The City's definition of a tobacco product matches existing state law and is not restricted to products containing nicotine or tobacco.

e. City of Pittsburg

Pittsburg's municipal code defines smoking to include an e-cigarette as "any device designed to vaporize a liquid solution that releases flavored vapor." Pittsburg also defines smoking to include inhaling or exhaling from, or burning or carrying, any lighted cigarette, cigar, pipe, weed, plant, or other combustible substance whose smoke is intended to be inhaled... from... any operating electronic cigarette." Pittsburg does not define "flavored vapor."

Pittsburg bans smoking in city parks and recreation areas.

f. City of Oakley

Oakley's municipal code includes e-cigarettes and vaping in its definition of smoking. It also defines smoking as not just tobacco but also cannabis. Oakley prohibits smoking in public parks.

g. City of Brentwood

Brentwood's municipal code does not include e-cigarettes or vaping.

4. Next steps

This staff report is for informational purposes only. Options for the City Council include:

- Relying on state and federal legislation and regulation
- Considering whether to ban smoking in certain public or private areas, such as parks
- Considering whether to modify the definition of smoking (tobacco, nicotine products, e-cigarettes, vaping, cannabis)
- Considering whether to ban flavored tobacco products

ATTACHMENTS

None