



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

- Date:** **Tuesday, June 9, 2020**
- Time:** 6:30 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 the agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

6:32 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present (Thorpe arrived at 6:33 p.m.)*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

1) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): 1 potential case.

No reportable action

7:06 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- Recognizing June as LGBT Pride Month in the City of Antioch

Approved, 5/0

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

2. INTRODUCTION OF NEW CITY EMPLOYEES

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

3. **CONSENT CALENDAR**

A. APPROVAL OF COUNCIL MINUTES FOR MAY 12, 2020

Approved, 5/0

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

B. APPROVAL OF COUNCIL MINUTES FOR MAY 26, 2020

Continued, 5/0

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

C. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

D. APPROVAL OF TREASURER'S REPORT FOR APRIL 2020

Approved, 5/0

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

E. RESOLUTION REQUESTING CONSOLIDATION OF ELECTION; LIMITING CANDIDATE STATEMENT WORD COUNT; AND CLARIFYING COSTS FOR THE NOVEMBER 3, 2020 GENERAL ELECTION FOR ELECTED OFFICIALS

Reso. No. 2020/86 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution requesting consolidation of municipal election, limiting the candidate statement word count to 250 words, and clarifying filing costs for the November 3, 2020 General Election.

CONSENT CALENDAR – Continued

F. MICROSOFT SOFTWARE LICENSE CONTRACT RENEWAL

Reso. No. 2020/87 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the cooperative purchase arrangement via the Insight Public Sector Inc. Agreement (PSA-0001526), and issuance of a purchase order for Microsoft software licensing to Insight Public Sector Inc., for a three year contract in the amount not to exceed \$375,000.

G. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE NORTHEAST ANTIOCH ANNEXATION WATER AND SEWER FACILITY INSTALLATION (P.W. 693)

Reso. No. 2020/88 adopted, 5/0

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

- 1) Authorizing an amendment increasing the FY 2019/20 Capital Improvement Budget for the Northeast Antioch Annexation Water and Sewer Facility Installation Project (“Project”) in the amount of \$9,000 from the Water Enterprise Fund;
- 2) Approving the increase to the existing contract with Garney Pacific, Inc. (“Garney”) in the amount of \$9,000 for a total contract of \$4,342,684; and
- 3) Accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project.

H. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE PREWETT PARK DECK COATING REPLACEMENT (P.W. 567-8)

Reso. No. 2020/89 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for Prewett Park Deck Coating Replacement (“Project”).

I. BRACKISH WATER DESALINATION PROJECT (P.W. 694)

Reso. No. 2020/90 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to authorize the City Manager to execute the agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project (“Project”) in the amount of \$4,414,210.

CONSENT CALENDAR – Continued

- J.** ADOPTION OF THE 2019 EAST CONTRA COSTA COUNTY INTEGRATED REGIONAL WATER MANAGEMENT PLAN (P.W. 704-2)

Reso. No. 2020/91 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the 2019 East Contra Costa County Integrated Regional Water Management (“ECCC IRWM”) Plan.

- K.** RESOLUTION APPROVING A PUBLIC IMPROVEMENT AGREEMENT FOR AMCAL EAST 18TH STREET ANTIOCH APARTMENTS (P.W. 371-RA-57)

Reso. No. 2020/92 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a Public Improvement Agreement for AMCAL East 18th Street Antioch Apartments (P.W. 371-RA-57) and authorize the City Manager to execute the Public Improvement Agreement.

- L.** TURF MOWING BID AWARD

Reso. No. 2020/93 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an agreement with Terracare Associates to provide turf mowing services for the period of July 1, 2020 through June 30, 2025 in the amount not to exceed \$727,886 and authorizing the City Manager to execute the agreement.

- M.** 3-PERSON LANDSCAPE TRIM AND CLEANUP CREW BID AWARD

Reso. No. 2020/94 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Silva Landscape to provide a 3-person landscape trim and cleanup crew for landscape maintenance services for the period of July 1, 2020 through June 30, 2025 for an amount not to exceed \$984,672.00.

PUBLIC HEARING

4. PUBLIC HEARING TO CONFIRM ASSESSMENTS FOR STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICTS 1, 2A, 4, 5, 9, AND 10 FOR FISCAL YEAR 2020/2021 (P.W. 500)

Reso. No. 2020/95 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2020/2021.

5. ORDINANCE AMENDING CHAPTER 15 OF TITLE 8 OF THE ANTIOCH MUNICIPAL CODE "BUILDING REGULATIONS", ADOPTING BY REFERENCE THE CONTRA COSTA COUNTY FIRE CODE AND THE 2019 CALIFORNIA FIRE CODE WITH AMENDMENTS

To 06/23/2020 for adoption, 5/0

Recommended Action: It is recommended that the City Council introduce the ordinance amending Chapter 15 of Title 8 of the Antioch Municipal Code, adopting by reference the Contra Costa County Fire Code and the 2019 California Fire Code with amendments.

6. ORDINANCE REVISING THE MAYOR PRO TEMPORE SELECTION PROCESS

To 06/23/2020 for adoption, 5/0

Recommended Action: It is recommended that the City Council introduce by title only, waive the first reading, and receive public comment on an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for mayor pro tempore.

7. INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE

Recommended Action: It is recommended that the City Council:

Reso. No. 2020/96 adopted as amended, 5/0

- 1) Adopt the resolution to submit the "Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line," also known as the "Let Antioch Voters Decide" or "LAVD" Initiative, to the voters at the November 3, 2020 General Election.
- 2) Determine whether the City Council wishes to submit a ballot argument against the initiative measure and, if so, who will sign the argument on behalf of the City Council.

The Council declined to submit a ballot argument against the initiative, 5/0

COUNCIL REGULAR AGENDA

8. CREATION OF A CANNABIS STANDING COMMITTEE

***Reso. No. 2020/97 adopted appointing
Council Members Wilson and Thorpe, 5/0***

Recommended Action: It is recommended that the City Council:

- 1) Adopt the resolution to form the Cannabis Standing Committee.
- 2) Confirm the appointment of the two (2) members of the standing committee.

PUBLIC COMMENT - *None*

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 9:23 p.m., 5/0



*RECOGNIZING JUNE AS LGBT PRIDE MONTH
IN THE CITY OF ANTIOCH*

WHEREAS, the City of Antioch has a diverse Lesbian, Gay, Bisexual, Transgender (LGBT) community and is committed to supporting visibility, dignity and equality for all people in the community; and

WHEREAS, many of the residents, students, city employees, and business owners within the City of Antioch who contribute to the enrichment of our City are a part of the lesbian, gay, bisexual, transgender, and questioning community; and

WHEREAS, various advancements have been made with respect to equitable treatment of lesbians, gay men, bisexual, transgender, and questioning persons throughout the nation, but there continues to be some opposition against people from this community and around the world making it important for cities like Antioch to stand up and show support for our residents who are affected; and

WHEREAS, several cities across the United States recognize and celebrate June as LGBT Pride Month; and

WHEREAS, June has become a symbolic month in which lesbian women, gay men, bisexual people, transgender people, and supporters come together in various celebrations of pride; and

WHEREAS, the rainbow flag, also known as the LGBT pride flag or gay pride flag, has been used since the 1970's as a symbol of Lesbian, Gay, Bisexual, Transgender pride and LGBT social movements; and

WHEREAS, flying the rainbow flag at City Hall throughout the month of June further symbolizes the City's celebration of diversity and support for the Lesbian, Gay, Bisexual, Transgender, and Questioning community.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby declare the month of June as LGBT Pride Month in the City of Antioch, and invite everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding, and further, recognizes Pride Month by flying the rainbow flag at City Hall during the month of June.


JUNE 9, 2020

SEAN WRIGHT, Mayor

INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

- Police Chief Tammany Brooks would like to introduce Joseph Vigil, Police Lieutenant.
-

- Police Chief Tammany Brooks would like to introduce Dustin Dibble, Police Officer.
-

- City Manager Ron Bernal would like to introduce John Samuelson, Public Works Director/City Engineer.
-

- Community Development Director Forrest Ebbs would like to introduce Amanda Lunsford, Code Enforcement Officer.
-

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

Regular Meeting
7:00 P.M.

May 12, 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): Kessner, et al. v. City of Santa Clara, et al., Case No. 20CV364054.
- 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957.

Mayor Wright called the meeting to order at 7:12 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright
Absent: Councilmember Thorpe (arrived at 7:21 P.M.)

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action; and, **#2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER**, no reportable action.

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

In Honor of Jack Roddy, May 12, 2020

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

Councilmember Thorpe arrived at 7:21 P.M.

Mayor Wright read the *In Honor of Jack Roddy* proclamation. He stated that they were also recognizing Donna Roddy.

Mayor Wright announced that the City had received a Certificate of Special Congressional Recognition from Congressman McNerney that would be sent to Jack Roddy.

Mayor Wright read written comments submitted by Supervisor Burgis on behalf of the Contra Costa Board of Supervisors, recognizing Jack Roddy's personal and professional accomplishments.

Mayor Wright thanked Jack Roddy for donating to and serving the Antioch community.

Jack Roddy stated he was humbled by the accolades and was proud to be a resident of Antioch. He noted that they would miss East County and they had left their ranch in good hands with the Park District.

A video interview with Jack Roddy was shown.

The City Council spoke to Mr. and Mrs. Roddy's contributions to the community. They stated they would be missed and wished them the best of luck in Texas.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS - None

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Administrative Services Director Mastay announced the following Board and Commission openings:

- Board of Administrative Appeals: One (1) vacancy: deadline date is May 15, 2020
- Sales Tax Citizens' Oversight Committee: Two (2) vacancies: deadline date is May 15, 2020
- Police Crime Prevention Commission: One (1) vacancy: deadline date is May 15, 2020
- Parks and Recreation Commission: Two (2) vacancy; deadline date is May 15, 2020
- Planning Commission: One (1) vacancy: deadline date is June 5, 2020

PUBLIC COMMENTS

The following public comments were read into the record by Administrative Services Director Mastay.

Chuck Kuslits, Antioch resident, requested the City Council waive the rental business license fee for this year due to give Antioch landlords relief during the COVID-19 pandemic.

Sal Sbranti, Antioch resident, requested Council agendaize a discussion regarding posts that appeared on Councilmember Thorpe Facebook page and recommended that he be censured.

Mike Barbanica, Antioch resident, expressed concern regarding the May 1, 2020 City Council meeting and the process used by the City for the removal of Ken Turnage from the Antioch Planning Commission.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Wilson reported on her attendance at the Cannabis Ad Hoc Committee meeting and noted that this item would be discussed further during agenda items 8 and 9.

Councilmember Thorpe reported on his attendance at the Cannabis Ad Hoc Committee. He also noted they would be bringing forward the RFP for the Homeless Encampment Task Force during agenda item 7.

MAYOR'S COMMENTS

Mayor Wright thanked the community for all that they had done throughout the pandemic to flatten the curve. He announced he had visited Kaiser Permanente on National Nurses Day to celebrate them. He thanked the first responders and essential workers.

- 3. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. APPROVAL OF COUNCIL MINUTES FOR APRIL 14, 2020**
 - B. APPROVAL OF COUNCIL MINUTES FOR APRIL 28, 2020**
 - C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 1, 2020**
 - D. APPROVAL OF COUNCIL WARRANTS**
 - E. REJECTION OF CLAIMS: (1) JOHNATHAN BENNETT; (2) JAYSON ROBINSON**
 - F. RESOLUTION NO. 2020/62 DISTRICT 1A PARK ASPHALT OVERLAY BID AWARD**

- G. **RESOLUTION NO. 2020/63 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)**
- H. **RESOLUTION NO. 2020/64 ANNUAL WATER TREATMENT CHEMICALS PURCHASE**
- I. **RESOLUTION NO. 2020/65 ANNEXING ASSESSOR'S PARCEL NUMBER 051-200-025 AND 051-200-026 (AMCAL) INTO CFD NO. 2018-02 (POLICE PROTECTION)**
- J. **RESOLUTION NO. 2020/66 APPROVING PURCHASE OF MEGGITT SYSTEMS TRAINING SIMULATOR WITH SOLE SOURCE JUSTIFICATION**
- K. **RESOLUTION NO. 2020/67 PURCHASE AND SALE AGREEMENT WITH CONTRA COSTA COUNTY**
- L. **APPROVAL OF TREASURER'S REPORT FOR FEBRUARY 2020**
- M. **APPROVAL OF TREASURER'S REPORT FOR MARCH 2020**

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

PUBLIC HEARING

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**

City Manager Bernal introduced Public Hearing Item #3.

CDBG Housing Consultant House presented the staff report and 2020-2025 Consolidated Plan and 2021 Annual Action Plan PowerPoint presentation dated May 12, 2020 recommending the City Council hear final public comment and 1) 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, and; 2) 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. She stated the non-profit organizations were very grateful for the Council's consideration of the funding recommendations.

Mayor Wright opened the public hearing.

Geneva Moss, Antioch Library, thanked the City Council for considering the recommendation to fund their project.

Alissa Friedman, Opportunity Junction, thanked the City Council for their past support and considering the recommendation to fund their program. She announced they were currently running their programs remotely and classes would begin online June 1, 2020. Contact information was provided.

Mayor Wright closed the public hearing.

In response to Councilmember Thorpe, CDBG/Housing Consultant House explained the Down Payment Assistance Homeownership and Rental Assistance Programs.

Councilmember Thorpe recognized Councilmembers Ogorchock and Motts as well as CDBG/Housing Consultant House for their work on the CDBG subcommittee recommendations.

Councilmember Motts thanked CDBG/Housing Consultant House for leading the subcommittee through the process and Councilmember Ogorchock for her contributions. She stated she was happy to see the additional COVID-19 funds for the CDBG program.

Councilmember Ogorchock stated serving on the CDBG Subcommittee had been an enlightening experience and thanked the non-profits for the work they had accomplished. She also thanked CDBG/Housing Consultant House for guiding the subcommittee through the process. She stated she was pleased to see the additional COVID-19 funds for the CDBG programs.

RESOLUTION NO. 2020/68

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City Council unanimously 1) Adopted 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 with the following changes:

The seventh WHEREAS in the Resolution to read:

- WHEREAS, the City of Antioch has \$258,948 in CDBG-RLF Revolving Loan Funds for Housing available for allocation.

Attachment A:

- Exhibit "A" – change amount of the CDBG-RLF Funds to \$258,948

RESOLUTION NO. 2020/69

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City of Antioch as the Housing Successor to the Antioch Development Agency approved 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

City Manager Bernal introduced Public Hearing Item #4.

Director of Community Development Ebbs presented the staff report dated May 12, 2020 recommending the City Council introduce the ordinance approving the development agreement between the City of Antioch and AMCAL Antioch Fund, LP.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

Councilmember Ogorchock stated that there was an error by the applicant in Attachment C which they had mislabeled Highway 160 as Highway 4.

In response to Councilmember Ogorchock, Director of Community Development Ebbs explained that the development agreement spelled out the terms of their commitment and they would annex into the CFD immediately. He noted that after 15-years the CFD would begin charging them on a normal basis.

In response to Councilmember Motts, Director of Community Development Ebbs stated the public benefit fee for the Fire District would in part, pay for the creation of the CFD, equipment, and the fire station.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City Council unanimously introduced 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)

City Manager Bernal introduced Regular Agenda Item #5.

Director of Community Development Ebbs introduced Environmental Resource Coordinator Haas-Wajdowicz and Lorenzo Siemann, Civic Spark Fellow who presented the staff report dated May 12, 2020 recommending the City Council adopt a resolution to approve the Climate Action and Resilience Plan (CARP).

In response to Councilmember Wilson, Environmental Resource Coordinator Haas-Wajdowicz stated that Council would receive updates on programs as they were implemented.

Mayor Wright commented that part of the reason for Antioch had their own Resilience Plan was so that they could work in conjunction with HUD to move forward with programming.

City Clerk Simonsen recommended the following revisions to the resolution: "*NOW, THEREFORE, BE IT RESOLVED that the City of Antioch hereby adopts the Climate Action and Resilience Plan dated May 6, 2020 and attached hereto as Attachment A.*"

RESOLUTION NO. 2020/70

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously adopted a resolution to approve the Climate Action and Resilience Plan (CARP) with the following change:

- *NOW, THEREFORE, BE IT RESOLVED that the City of Antioch hereby adopts the Climate Action and Resilience Plan dated May 6, 2020 and attached hereto as Attachment A.*

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

City Manager Bernal introduced Regular Agenda Item #6.

Administrative Services Director Mastay presented the staff report dated May 12, 2020 recommending 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. (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.

RESOLUTION NO. 2020/71

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted 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.

RESOLUTION NO. 2020/72

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted 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.

RESOLUTION NO. 2020/73

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution removing the Class Specification for Business License Representative, removing the Salary Range, and removing the Classification from the Operating Engineer's Local Union No. 3 Bargaining Unit.

RESOLUTION NO. 2020/74

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted 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.

RESOLUTION NO. 2020/75

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution approving Class Specification Updates for Laboratory Assistant I/II Class Specifications assigned to the Treatment Plant Employees Association Bargaining Unit without any salary changes.

RESOLUTION NO. 2020/76

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted 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.

RESOLUTION NO. 2020/77

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution approving the New Class Specification for Risk Manager, assigning a Salary Range, assigning the Classification to the Management – Mid Professional Bargaining Unit.

RESOLUTION NO. 2020/78

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution approving the New Class Specification for Executive Legal Assistant, assigning a Salary Range, assigning the Classification to the Confidential Bargaining Unit.

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

City Manager Bernal introduced Regular Agenda Item #7.

Administrative Services Director Mastay presented the staff report dated May 12, 2020 recommending 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.

Councilmember Motts reported that through many conversations between the Homeless Encampment Ad Hoc Committee and Focus Strategies they had come to a consensus on the recommendation before Council.

Councilmember Thorpe agreed with Councilmember Motts and noted that administering the program would be difficult and expensive. He further noted the fee was designed to be fiscally responsible and have the most impact.

Mayor Wright thanked Ms. Bristol for working with the Homeless Encampment Task Force Ad Hoc Committee.

Kate Bristol, Focus Strategy, reported that they held a series of meetings with the Homeless Encampment Ad Hoc Committee, City staff and the County regarding the options for using the trailers. She commented that everyone had agreed that the trailers were better configured for families with children who were experiencing homelessness. She stated the core of the RFP was to find a highly qualified non-profit that would provide case management services so families could transition to permanent housing as expeditiously as possible.

Councilmember Wilson voiced her support for the RFP and questioned which staff member would be the point of contact for the non-profit.

City Manager Bernal responded that the contact person had not been identified yet; however, he believed once the Assistant City Manager position was filled, they would be responsible for this program. Additionally, Community Development and the part-time homeless coordinator would assist in overseeing this program.

Mayor Wright stated he was happy for how this process had moved forward.

Councilmember Thorpe clarified that this program was somewhat of a detour for the Homeless Encampment Task Force and they would be refocusing their efforts on encampment issues.

Councilmember Motts supported Councilmember Thorpe commented and they looked forward to returning to their original goal of addressing encampments as well as temporary and permanent housing solutions.

On motion by Councilmember Thorpe, seconded by Councilmember Motts the City Council unanimously authorized 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

City Manager Bernal introduced Regular Agenda Item #8.

City Attorney Smith thanked the Cannabis Ad Hoc Committee and Outside Counsel Ziegler for working on the amendments to the Cannabis Business Ordinance.

City Attorney Smith and Outside Counsel Ziegler presented the staff report dated May 12, 2020 recommending the City Council review and provide direction concerning the proposed amendments to the City's Cannabis Business Ordinance.

Chief Brooks suggested Council take a thoughtful and measured approach when considering the expansion of the overlay district. He stated he did not believe an overlay district for the entire City would be in their best interest because it would make it easier for some businesses to negatively impact their surrounding areas. In addition, he noted that the types of cannabis businesses that did not have storefronts or deal with the public may not fall under the same restrictions.

Director of Economic Development Reed reported that some of the cannabis businesses indicated that they wanted to be in areas that would be safe for their parents to patronize. He agreed with Chief Brooks that they should not go everywhere in the City; however, with restrictions in place there still would be limitations as to where they could locate. He noted an upscale shopping center could be considered if guidelines were met and it was a reputable business.

City Attorney Smith stated if Council decided they wanted to expand the overlay then they could direct staff to put together a committee to work with the Cannabis Ad Hoc Committee to bring back a recommendation.

In response to Councilmember Motts, Chief Brooks commented that they had not seen a diminished impact on illegal marijuana sales since dispensaries became operational in Antioch. He reviewed the calls for service to the dispensaries noting several of those calls were made by onsite security regarding suspicious activity occurring in the area. He further noted there were also traffic related complaints and disturbance calls.

Mayor Wright stated he supported the amendments to the Cannabis Business Ordinance. He stated since there was still capacity in the overlay district, that they wait until they receive information from the St. Mary's College project regarding economic opportunities in the Somersville Road area, prior to considering expansion.

Councilmember Ogorchock stated she did not support expansion of the overlay district because she wanted to wait until impacts from the already approved businesses were identified.

Following discussion, Council consensus supported the proposed amendments to the Ordinance and directed staff, and the Ad Hoc Committee to work together on a measured approach to modifying the overlay zone for Planning Commission consideration.

The following public comment was read into the record by Administrative Services Director Mastay.

Manuel Soliz, Antioch resident, provided written comment in support the use of Operating Agreements and not expanding the overlay district.

9. INFORMATIONAL REPORT ON CANNABIS BUSINESS TAX

City Manager Bernal introduced Regular Agenda Item #9.

City Attorney Smith and Outside Counsel Ziegler presented the staff report dated May 12, 2020 recommending the City Council review and provide direction to staff on next steps. This staff report is for informational purposes only.

The following public comment was read into the record by Administrative Services Director Mastay.

Manuel Soliz, Antioch resident, provided written comment recommending the City use the structure of fees instead of a tax to allow more latitude as to how the revenues would be spent. He proposed that revenue generated be directed to addressing the homeless issue.

Following discussion, the City Council agreed that the Operating Agreement would be more flexible. They received and filed the report.

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

City Manager Bernal introduced Regular Agenda Item #10.

City Attorney Smith and Outside Counsel Ziegler presented the staff report dated May 12, 2020 recommending the City Council review and provide direction to staff on next steps. This staff report is for informational purposes only.

Arne Simonsen, Antioch resident, reported that he must purchase his tobacco products in Brentwood because tobacco stores were non-essential businesses. He stated cigarettes were a highly taxed legal product and he did not want to have to purchase them outside of Antioch. He urged Council to not overly regulate tobacco products.

Councilmember Ogorchock thanked City Attorney Smith for the report and stated she supported expanding the definition and adding more restrictive guidelines to the City Ordinance, such as, the language in Richmond's Ordinance and SB793.

In response to Mayor Wright, Outside Counsel Ziegler explained that SB793 covered flavored tobacco and nicotine products; however, it was currently frozen due to the COVID-19 crisis. She added that there were no current restrictions or prohibitions within Antioch's public or private parks.

Councilmember Wilson stated she supported the language in the City of Richmond's Ordinance and noted she was interested in seeing how SB793 moved forward.

In response to Councilmember Thorpe, Outside Counsel Ziegler commented that the City's current Ordinance on smoking was adopted in 1999 and it was less restrictive than the State. She clarified that the question was whether Council wanted to ban smoking including e-cigarettes in additional areas such as public/private parks. She noted separate from that was the issue of flavored tobacco products.

Following discussion, consensus of Council was to bring back an Ordinance banning smoking/vaping/cannabis use in public and private parks as well as regulating flavored tobacco/nicotine products.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Councilmember Motts requested staff agendize a discussion regarding the Lynn House Gallery lease agreement to amend it to such time as the Shelter in Place is lifted and they can operate.

ADJOURNMENT

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

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 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 Meeting Minutes of May 26, 2020

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of May 26, 2020 to the next meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF
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CITY OF ANTIOCH
CLAIMS BY FUND REPORT
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100 General Fund
Non Departmental

00388192	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00388218	CITY SPORTS CLUB	PAYROLL DEDUCTIONS	27.98
00388224	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00388226	CONTRA COSTA WATER DISTRICT	FACILITY RESERVE CHARGES	5,543.00
00388227	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	1,121.38
00388231	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	212.00
00388236	FCS INTERNATIONAL INC	CONSULTING SERVICES	28,350.00
00388256	LINA	PAYROLL DEDUCTIONS	3,774.50
00388263	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,067.35
00388268	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,900.00
00388273	PARS	PAYROLL DEDUCTIONS	3,532.82
00388277	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00388278	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	29,172.84
00388289	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	962.00
00388291	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00388292	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00388376	MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	3,702.49
00936902	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	770.00
00936903	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTIONS	22,472.83
00936904	APWEA	PAYROLL DEDUCTIONS	4,283.42
00936910	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	40,282.92
00936913	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,955.38
00936914	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	25,320.39

City Attorney

00388321	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	26.00
00388334	COLE HUBER LLP	LEGAL SERVICES RENDERED	9,980.50
00388367	JACKSON LEWIS LLP	LEGAL SERVICES RENDERED	3,001.07
00388371	LEXISNEXIS	SUBSCRIPTION SERVICES	215.00
00388392	SHRED IT INC	SHRED SERVICE	81.78
00388401	TELECOM LAW FIRM PC	PROPOSED LEASE RENEWAL	411.20
00388410	VERIZON WIRELESS	DATA SERVICES	53.65
00936916	CANON FINANCIAL SERVICES	COPIER LEASE	131.86

City Manager

00388325	BERNAL, ROWLAND	EXPENSE REIMBURSEMENT	361.64
00388357	FEDEX	SHIPPING	31.55
00388410	VERIZON WIRELESS	DATA SERVICES	38.01
00936916	CANON FINANCIAL SERVICES	COPIER LEASE	131.86

City Clerk

00388234	EIDEN, KITTY J	MINUTES CLERK	750.00
00388323	BAY AREA NEWS GROUP	LEGAL PUBLICATIONS	1,627.20
00388392	SHRED IT INC	SHRED SERVICE	40.90

Human Resources

00388317	AUSK, CHINH B	EXPENSE REIMBURSEMENT	33.85
00388392	SHRED IT INC	SHRED SERVICE	81.78

Economic Development

00388251	IHEARTCOMMUNICATIONS INC	MEDIA PURCHASES	5,622.75
00388265	NATELSON DALE GROUP INC, THE	CONSULTING SERVICES	9,807.35
00388377	NORTHWEST MEDIA PARTNERS LLC	MEDIA PURCHASES	27,975.78

Prepared by: Lauren Posada

Finance Accounting

6/4/2020

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00388410	VERIZON WIRELESS	DATA SERVICES	53.65
00936905	KARSTE CONSULTING INC	CONSULTING SERVICES	828.75
00936916	CANON FINANCIAL SERVICES	COPIER LEASE	131.85
Finance Administration			
00388380	OFFICE DEPOT INC	OFFICE SUPPLIES	56.79
Finance Accounting			
00388253	KOA HILLS CONSULTING LLC	PROFESSIONAL SERVICES	350.00
00388320	BADAWI & ASSOCIATES	FISCAL YEAR 2020 AUDIT	29,251.35
00388369	KOA HILLS CONSULTING LLC	PROFESSIONAL SERVICES	218.75
00388392	SHRED IT INC	SHRED SERVICE	40.90
00936927	SUPERION LLC	MONTHLY ACCESS FEE	17,076.45
Finance Operations			
00388407	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
Non Departmental			
00388280	REVENUE AND COST SPECIALIST LLC	2020 CAP UPDATE	8,000.00
00936909	MUNISERVICES LLC	STARS SERVICE	250.00
Public Works Administration			
00388410	VERIZON WIRELESS	DATA SERVICES	38.01
Public Works Street Maintenance			
00388189	ANTIOCH ACE HARDWARE	SUPPLIES	521.84
00388191	ANTIOCH BUILDING MATERIALS	ASPHALT	22,391.94
00388309	ANTIOCH ACE HARDWARE	SUPPLIES	32.61
00388311	ANTIOCH BUILDING MATERIALS	ASPHALT	17,807.50
00388322	BAY AREA BARRICADE	SUPPLIES	2,197.18
00388331	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	3,619.50
00388380	OFFICE DEPOT INC	OFFICE SUPPLIES	70.47
00388410	VERIZON WIRELESS	DATA SERVICES	76.02
Public Works-Signal/Street Lights			
00388206	AT AND T MOBILITY	SIGNAL SIM CARD	19.24
00388259	MCCAIN INC	MAINTENANCE AGREEMENT	8,000.00
00388315	AT AND T MOBILITY	SIGNAL SIM CARD	43.23
00388384	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	603.22
00936921	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	607.80
Public Works-Facilities Maintenance			
00388187	ALTA FENCE	PARTS	33.50
00388213	BAY CITIES PYROTECTOR	INSPECTION SERVICES	1,885.00
00388232	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	240.00
00388247	HOME DEPOT, THE	SUPPLIES	102.67
00388286	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	5,365.00
00388324	BAY CITIES PYROTECTOR	FIRE SPRINKLER INSPECTION	960.00
00388344	CONTRA COSTA FIRE EQUIPMENT	NEW EXTINGUISHERS	523.97
00388384	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	698.96
00388410	VERIZON WIRELESS	DATA SERVICES	38.01
00936907	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,500.00
Public Works-Parks Maint			
00388247	HOME DEPOT, THE	SUPPLIES	68.39
00388384	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	167.57
Public Works-Median/General Land			
00388179	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	9,803.92
00388205	AT AND T MCI	CONNECTION SERVICES	80.25

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Finance Accounting

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00388288	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
00388306	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	9,564.80
00388384	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	64.40
00388393	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
Police Administration			
00388180	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - A RODRIGUEZ	2,094.00
00388181	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - A RODRIGUEZ	269.00
00388182	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - R HOFFMAN	335.00
00388183	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - B ROSE	335.00
00388184	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING - J VANDERPOOL	335.00
00388195	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	95.00
00388208	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	564.07
00388209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	341.24
00388212	BARNETT MEDICAL SERVICES INC	BIO HAZARD DISPOSAL	165.00
00388220	CONCORD UNIFORMS LLC	EQUIPMENT	344.30
00388221	CONCORD UNIFORMS LLC	EQUIPMENT	344.30
00388222	CONCORD UNIFORMS LLC	EQUIPMENT	409.93
00388223	CONCORD UNIFORMS LLC	EQUIPMENT	409.93
00388228	CRIME SCENE CLEANERS INC	BIOHAZARD RESPONSE	500.00
00388229	CRIME SCENE CLEANERS INC	BIOHAZARD RESPONSE	75.00
00388230	CSI FORENSIC SUPPLY	EVIDENCE SUPPLY	608.51
00388240	GALLS LLC	EQUIPMENT	158.40
00388266	NET TRANSCRIPTS	TRANSCRIPTION	98.17
00388281	RODRIGUEZ, ANDREA ALEJANDRA	MEAL ALLOWANCE	115.00
00388285	SAFESTORE INC	OFF-SITE EVIDENCE STORAGE	2,454.55
00388287	SHRED IT INC	SHREDDING SERVICES	492.59
00388290	STATE OF CALIFORNIA	FINGERPRINTING FEES	576.00
00388305	AIRDATA UAV INC	SUBSCRIPTION SERVICES	4,080.00
00388316	ATKINSON ANDELSON LOYA RUUD ROMO	LEGAL SERVICES RENDERED	11,584.67
00388329	BROWNELLS INC	RIFLE PARTS	108.37
00388330	BROWNELLS INC	RIFLE PARTS	102.72
00388337	CONCORD UNIFORMS LLC	UNIFORMS	243.27
00388338	CONCORD UNIFORMS LLC	UNIFORMS	55.35
00388341	CONTRA COSTA COUNTY	SWAT TRAINING	1,110.00
00388349	CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	608.51
00388350	CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	132.99
00388361	GRAGG, RANDALL ANDREW	CHECK REPLACEMENT	132.00
00388362	GRAGG, RANDALL ANDREW	CHECK REPLACEMENT	660.00
00388364	HOFFMAN, RICK D	MEAL ALLOWANCE	34.50
00388370	LC ACTION POLICE SUPPLY	SUPPLIES	1,819.02
00388374	MEALS, CLINTON B	FUEL REIMBURSEMENT	103.00
00388378	OCCU MED INC	MEDICAL EXAM	1,329.50
00388387	ROSE, BRIAN C	MEAL ALLOWANCE	34.50
00388409	VANDERPOOL, JASON C	MEAL ALLOWANCE	34.50
00936908	MOBILE MINI LLC	EVIDENCE STORAGE	278.88
00936915	A AND B CREATIVE TROPHIES	AWARDS	3,030.70
00936922	IMAGE SALES INC	ID CARDS	21.86
00936925	MOBILE MINI LLC	EVIDENCE STORAGE	120.74
Police Community Policing			
00388195	ARROWHEAD 24 HOUR TOWING	TOWING SERVICES	157.50

Prepared by: Lauren Posada

Finance Accounting

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00388250	HUNT AND SONS INC	FUEL	111.89
00388366	INTOXIMETERS	SUPPLIES	631.90
Police Investigations			
00388196	AT AND T MCI	CELL ANALYSIS	245.00
00388197	AT AND T MCI	CELL ANALYSIS	70.00
00388198	AT AND T MCI	CELL ANALYSIS	145.00
00388199	AT AND T MCI	CELL ANALYSIS	70.00
00388200	AT AND T MCI	CELL ANALYSIS	95.00
00388201	AT AND T MCI	CELL ANALYSIS	70.00
00388202	AT AND T MCI	CELL ANALYSIS	245.00
00388203	AT AND T MCI	CELL ANALYSIS	95.00
00388204	AT AND T MCI	CELL ANALYSIS	675.00
00388209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	379.75
00388225	CONTRA COSTA COUNTY	LAB FEES	17,825.00
00388239	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	186.72
00388257	LOS ANGELES CO AUDITOR CONTROLLER	LAB FEES	2,814.00
00388297	TRANSUNION RISK & ALTERNATIVE DATA	LEO DATABASE	186.10
00388342	CONTRA COSTA COUNTY	LAB FEES	4,878.30
00388354	DS WATERS OF AMERICA	WATER SERVICES	135.76
00388396	SPRINT	CELL ANALYSIS	300.00
00388399	T MOBILE USA INC	CELL ANALYSIS	102.00
Police Special Operations Unit			
00388296	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	1,159.33
00388395	SPECIAL SERVICES GROUP LLC	SUPPLIES	152.95
00388404	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	599.36
Police Communications			
00388208	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	496.46
00388261	MOTOROLA SOLUTIONS INC	VEHICLE RADIOS	14,061.04
Office Of Emergency Management			
00388208	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	499.39
00388209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,071.90
00388245	HANSON & FITCH TEMPORARY SITE SVCS	HANDWASH STATION	469.49
00388275	PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	489.38
00388310	ANTIOCH AUTO PARTS	SUPPLIES	183.31
00388351	CURTIS BLUE LINE	FACE MASKS	194.12
00388380	OFFICE DEPOT INC	OFFICE SUPPLIES	168.58
Police Facilities Maintenance			
00388214	BMH EQUIPMENT	OFFICE FURNITURE	1,071.69
00388245	HANSON & FITCH TEMPORARY SITE SVCS	SANITATION STATION	710.25
00388247	HOME DEPOT, THE	SUPPLIES	27.91
00388248	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	6,411.78
00388279	REINHOLDT ENGINEERING CONSTR	TESTING SERVICES	970.00
00388286	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	10,362.00
00388304	AIR SCIENCE USA LLC	SUPPLIES	403.13
00936907	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,580.00
Community Development Land Planning Services			
00388323	BAY AREA NEWS GROUP	LEGAL PUBLICATIONS	237.60
CD Code Enforcement			
00388185	ALL STAR FORD	NEW VEHICLE	26,152.28
00388379	OCCUPATIONAL HEALTH CENTERS CA	MEDICAL EXAM	379.50

Prepared by: Lauren Posada

Finance Accounting

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PW Engineer Land Development

00388410	VERIZON WIRELESS	DATA SERVICES	38.01
00936928	TESTING ENGINEERS INC	TESTING SERVICES	785.00

Community Development Building Inspection

00936921	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,816.74
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Capital Imp. Administration

00388267	OFFICE DEPOT INC	OFFICE SUPPLIES	23.79
00388410	VERIZON WIRELESS	DATA SERVICES	76.02

209 RMRA Fund

Streets

00388355	DYNATEST NORTH AMERICA INC	PAVING SERVICES	13,456.00
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212 CDBG Fund

CDBG

00388340	CONTRA COSTA CHILD CARE COUNCIL	CDBG SERVICES	2,422.82
00388345	CONTRA COSTA SENIOR LEGAL SERVICES	CDBG SERVICES	2,231.20
00388347	COURT APPOINTED SPECIAL ADVOCATES	CDBG SERVICES	912.62
00388373	LOAVES AND FISHES OF CONTRA COSTA	CDBG SERVICES	1,249.75
00388382	OPPORTUNITY JUNCTION	CDBG SERVICES	12,499.97

213 Gas Tax Fund

Streets

00388384	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	439.91
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214 Animal Control Fund

Animal Control

00388210	BANK OF AMERICA	VETERINARY SUPPLIES	238.56
00388264	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	25.52

215 Civic Arts Fund

Civic Arts

00388274	PEPPER INVESTMENTS INC	PEST CONTROL	250.00
00388353	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	8,752.00

219 Recreation Fund

Nick Rodriguez Community Cent

00388219	COLE SUPPLY CO INC	SUPPLIES	160.93
00936907	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

Senior Programs

00936907	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1.00
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Recreation Sports Programs

00388216	CAUDEL, JENINE	CLASS REFUND	128.00
00388258	MAHAN, MARIA FE VALDEZ	JUNIOR WARRIORS REFUND	105.00
00388276	PIONEER MANUFACTURING COMPANY	SUPPLIES	780.90
00388301	VALDEZ, MICHELLE	JUNIOR WARRIORS REFUND	105.00
00388302	VILLAGRACIA, LLOYD	JUNIOR WARRIORS REFUND	105.00

Recreation-Comm Center

00388211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	285.20
00388213	BAY CITIES PYROTECTOR	INSPECTION SERVICES	370.00
00388272	PARKINK	EVENT SUPPLIES	10,823.98
00388286	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	917.00
00388314	AT AND T MCI	PHONE	132.82
00388318	AUTOMATIC DOOR SYSTEMS INC	REPAIR SERVICES	282.31
00388326	BIG SKY LOGOS AND EMBROIDERY	STAFF T-SHIRTS	2,080.68
00388384	PACIFIC GAS AND ELECTRIC CO	GAS	5,997.88

Prepared by: Lauren Posada

Finance Accounting

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00388388	SALAAM, UMAR	JUNIOR WARRIORS REFUND	105.00
00388389	SALDUA, JASON	RECREATION FEES	207.00
00388405	TULLOCH, JENIELLE	JUNIOR WARRIORS REFUND	88.00
00388410	VERIZON WIRELESS	DATA SERVICES	38.01
Recreation Water Park			
00388246	HINES, CEBREN	AQUATICS PROGRAM REFUND	235.00
00388335	COMCAST	CONNECTION SERVICES	48.59
00388336	COMMERCIAL POOL SYSTEMS INC	CHEMICALS	126.74
00388368	KNORR SYSTEMS INC	POOL CHEMICALS	429.54
00388372	LINCOLN EQUIPMENT INC	SUPPLIES	974.26
00388394	SLATTEN, TERRINGTON	AQUATICS PROGRAM REFUND	235.00
00936907	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
229 Pollution Elimination Fund			
Channel Maintenance Operation			
00388179	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	9,600.00
00388207	ATLANTIS DIVING AND SALVAGE CO	INSPECTION SERVICES	2,500.00
00388260	MJH EXCAVATING INC	LANDSCAPE SERVICES	3,540.00
00388306	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,800.00
00388375	MJH EXCAVATING INC	LANDSCAPE SERVICES	5,437.50
00388400	TARGET SPECIALTY PRODUCTS	PESTICIDES	1,403.08
251 Lone Tree SLLMD Fund			
Lonetree Maintenance Zone 1			
00388402	TERRACARE ASSOCIATES	TURF MOWING	136.60
Lonetree Maintenance Zone 2			
00388179	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
00388293	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	675.00
00388306	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,152.08
Lonetree Maintenance Zone 3			
00388397	STEWARTS TREE SERVICE INC	TREE SERVICES	8,525.00
Lonetree Maintenance Zone 4			
00388402	TERRACARE ASSOCIATES	TURF MOWING	218.56
252 Downtown SLLMD Fund			
Downtown Maintenance			
00388402	TERRACARE ASSOCIATES	TURF MOWING	136.60
254 Hillcrest SLLMD Fund			
Hillcrest Maintenance Zone 1			
00388402	TERRACARE ASSOCIATES	TURF MOWING	355.16
Hillcrest Maintenance Zone 2			
00388397	STEWARTS TREE SERVICE INC	TREE SERVICES	2,015.00
00388402	TERRACARE ASSOCIATES	TURF MOWING	486.30
Hillcrest Maintenance Zone 4			
00388402	TERRACARE ASSOCIATES	TURF MOWING	273.20
255 Park 1A Maintenance District Fund			
Park 1A Maintenance District			
00388402	TERRACARE ASSOCIATES	TURF MOWING	355.16
256 Citywide 2A Maintenance District Fund			
Citywide 2A Maintenance Zone 3			
00388402	TERRACARE ASSOCIATES	TURF MOWING	5.46
Citywide 2A Maintenance Zone 6			
00388402	TERRACARE ASSOCIATES	TURF MOWING	327.84

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Finance Accounting

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Citywide 2A Maintenance Zone 8

00388288	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,020.00
00388393	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,020.00
00388402	TERRACARE ASSOCIATES	TURF MOWING	27.32

Citywide 2A Maintenance Zone 9

00388402	TERRACARE ASSOCIATES	TURF MOWING	81.96
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257 SLLMD Administration Fund

SLLMD Administration

00388189	ANTIOCH ACE HARDWARE	SUPPLIES	56.74
00388309	ANTIOCH ACE HARDWARE	IRRIGATION PARTS	51.53
00388397	STEWARTS TREE SERVICE INC	TREE SERVICES	450.00
00388402	TERRACARE ASSOCIATES	TURF MOWING	327.84
00388410	VERIZON WIRELESS	DATA SERVICES	76.02
00936912	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	1,601.82

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00388306	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	1,434.72
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311 Capital Improvement Fund

Non Departmental

Parks & Open Space

00388403	TOP LINE ENGINEERS INC	PREWETT PARK DECK PROJECT	522,280.00
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Northeast Annexation

00388381	OLD REPUBLIC TITLE CO	NE ANNEX TITLE REPORT	400.00
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376 Lone Diamond Fund

Assessment District

00388332	CENTRAL SELF STORAGE ANTIOCH	STORAGE	302.00
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569 Vehicle Replacement Fund

Equipment Maintenance

00388307	ALL STAR FORD	NEW VEHICLE	26,152.28
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570 Equipment Maintenance Fund

Non Departmental

00388365	HUNT AND SONS INC	FUEL	16,469.25
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Equipment Maintenance

00388190	ANTIOCH AUTO PARTS	AUTO PARTS	869.79
00388217	CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	1,259.99
00388233	EAST BAY WELDING SUPPLY	SUPPLIES	327.21
00388235	FASTRAK VIOLATION PROCESSING	BRIDGE TOLL	6.00
00388241	GENOS AUTO BODY	EMERGENCY REPAIR	6,611.06
00388247	HOME DEPOT, THE	SUPPLIES	289.66
00388255	LES SCHWAB TIRES OF CALIFORNIA	TIRES	1,033.31
00388262	MUNICIPAL MAINT EQUIPMENT INC	PARTS	1,123.13
00388269	OREILLY AUTO PARTS	AUTO PARTS	2,712.76
00388283	ROYAL BRASS INC	PARTS	74.01
00388294	STOMMEL INC	VEHICLE UPFITTING	1,840.32
00388298	TRED SHED, THE	TIRES	1,716.03
00388303	WALNUT CREEK FORD	AUTO PARTS	1,679.07
00388310	ANTIOCH AUTO PARTS	SUPPLIES	545.85
00388333	CLASSY GLASS	PD TINTING	190.00
00388383	OREILLY AUTO PARTS	AUTO PARTS	48.82
00388385	RICKIES ROOF REPAIR	REPAIR SERVICES	1,200.00

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00388398	STOMMEL INC	EMERGENCY EQUIPMENT	509.53
00388406	UNICO GLASS LLC	WINDOW GLASS REPLACEMENT	263.88
00388410	VERIZON WIRELESS	DATA SERVICES	38.01
00388411	WALNUT CREEK FORD	AUTO REPAIR PARTS & SERVICES	73.69
00936906	KIMBALL MIDWEST	SUPPLIES	382.68
00936911	NIXON EGLI EQUIPMENT CO	REPAIR SERVICES	6,113.65
00936924	KIMBALL MIDWEST	SUPPLIES	364.06
00936926	PETERSON TRACTOR CO	AUTO PARTS	513.19
573	Information Services Fund		
	Network Support & PCs		
00936917	COMPUTERLAND	SUPPLIES	192.28
	Telephone System		
00388308	AMERICAN MESSAGING	PAGER SERVICE	63.52
00388313	AT AND T MCI	LONG DISTANCE LINES	21.29
00388314	AT AND T MCI	PHONE	620.29
	Office Equipment Replacement		
00388188	AMS DOT NET INC	SOFTWARE	846.00
611	Water Fund		
	Non Departmental		
00388310	ANTIOCH AUTO PARTS	SUPPLIES	366.56
00388322	BAY AREA BARRICADE	SUPPLIES	1,975.45
00388327	BISHOP CO	SUPPLIES	723.38
00388356	EAST BAY WORK WEAR	SUPPLIES	551.82
	Water Supervision		
00388186	ALLIANT INSURANCE SERVICES	INSURANCE PREMIUM	49,740.69
00388410	VERIZON WIRELESS	DATA SERVICES	152.04
	Water Production		
00388189	ANTIOCH ACE HARDWARE	PARTS	188.12
00388193	APPLIED TECHNOLOGY GROUP INC	PARTS	749.19
00388194	ARAMARK UNIFORM SERVICES	PARTS	63.55
00388215	BORGES AND MAHONEY	PARTS	436.25
00388238	FINBERG FENCING INC	REPAIR SERVICES	450.00
00388242	GRAPHIC CONTROLS LLC	CHARTS	2,617.09
00388243	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,181.40
00388244	HAGGARD, WILLIAM T	SAFETY SHOES REIMBURSEMENT	250.00
00388248	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	863.12
00388252	KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	29,283.92
00388254	LEIGHTON STONE CORP	PARTS	1,130.74
00388299	UNIVAR SOLUTIONS USA INC	CHEMICALS	10,109.49
00388300	US BANK	COPIER LEASE	79.74
00388309	ANTIOCH ACE HARDWARE	SUPPLIES	78.95
00388310	ANTIOCH AUTO PARTS	AUTO PARTS	938.03
00388312	ARAMARK UNIFORM SERVICES	PARTS	57.71
00388314	AT AND T MCI	PHONE	265.56
00388339	CONNELLY, BRIAN K	EXPENSE REIMBURSEMENT	351.02
00388346	CONTRA COSTA WATER DISTRICT	RAW WATER	374,163.20
00388358	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	71.93
00388363	HACH CO	LAB SUPPLIES	647.80
00388380	OFFICE DEPOT INC	OFFICE SUPPLIES	11.27
00388384	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	58.29

Prepared by: Lauren Posada

Finance Accounting

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00388386	ROBINS LOCK AND KEY	PROFESSIONAL SERVICES	265.00
00388408	UNIVAR SOLUTIONS USA INC	CHEMICALS	3,239.25
00388410	VERIZON WIRELESS	DATA SERVICES	38.01
00388412	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	8,775.00
00936905	KARSTE CONSULTING INC	CONSULTING SERVICES	438.75
00936907	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	200.00
00936918	CONSOLIDATED ELECTRICAL DIST	SUPPLIES	68.28
00936919	EUROFINS EATON ANALYTICAL INC	TESTING	20.00
00936920	GRAINGER INC	PARTS	814.54
Water Distribution			
00388267	OFFICE DEPOT INC	OFFICE SUPPLIES	96.16
00388284	RT LAWRENCE CORP	LOCKBOX PROCESSING	476.83
00388295	THE GARLAND COMPANY INC	ROOF REPLACEMENT	145,964.58
00388309	ANTIOCH ACE HARDWARE	SUPPLIES	484.63
00388319	BACKFLOW DISTRIBUTORS INC	BACKFLOW PARTS	289.59
00388348	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTALS	3,863.00
00388356	EAST BAY WORK WEAR	SUPPLIES	3,057.28
00388359	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	30,348.65
00388380	OFFICE DEPOT INC	OFFICE SUPPLIES	152.44
00388407	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	51.43
00388410	VERIZON WIRELESS	DATA SERVICES	418.11
00936923	INFOSEND INC	POSTAGE COSTS	2,440.33
Public Buildings & Facilities			
00388271	PACIFIC GAS AND ELECTRIC CO	NEW CONNECTION DEPOSIT	25,000.00
00388328	BROWN AND CALDWELL INC	CONSULTING SERVICES	35,030.75
00388413	WOODARD AND CURRAN	PROFESSIONAL SERVICES	4,319.25
621 Sewer Fund			
Swr-Wastewater Administration			
00388189	ANTIOCH ACE HARDWARE	SUPPLIES	115.77
00388237	FERNANDEZ LOPEZ, KIM ANGEL	EXPENSE REIMBURSEMENT	38.81
00388247	HOME DEPOT, THE	SUPPLIES	999.91
00388267	OFFICE DEPOT INC	OFFICE SUPPLIES	238.68
00388270	OWEN EQUIPMENT SALES	REPAIR SERVICES	1,165.64
00388282	ROOTX	PROFESSIONAL SERVICES	2,695.60
00388284	RT LAWRENCE CORP	LOCKBOX PROCESSING	476.82
00388348	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTALS	3,863.00
00388352	CWEA SFBS	MEMBERSHIP RENEWAL	192.00
00388359	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	30,348.65
00388380	OFFICE DEPOT INC	OFFICE SUPPLIES	68.09
00388410	VERIZON WIRELESS	DATA SERVICES	304.08
00936923	INFOSEND INC	POSTAGE COSTS	2,440.30
631 Marina Fund			
Non Departmental			
00388249	HUNT AND SONS INC	FUEL	10,998.06
Marina Administration			
00388213	BAY CITIES PYROTECTOR	INSPECTION SERVICES	4,800.00
00388335	COMCAST	CONNECTION SERVICES	221.04
00936907	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
Major Projects			
00936929	UNLIMITED GRAPHIC & SIGN NETWORK	ANTIOCH VETERANS MEMORIAL	2,248.18

Prepared by: Lauren Posada

Finance Accounting

6/4/2020



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020
TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: James D. Davis, City Treasurer

SUBJECT: Treasurer's Report – April 2020

RECOMMENDED ACTION

It is recommended that the City Council receive and file the April 2020 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

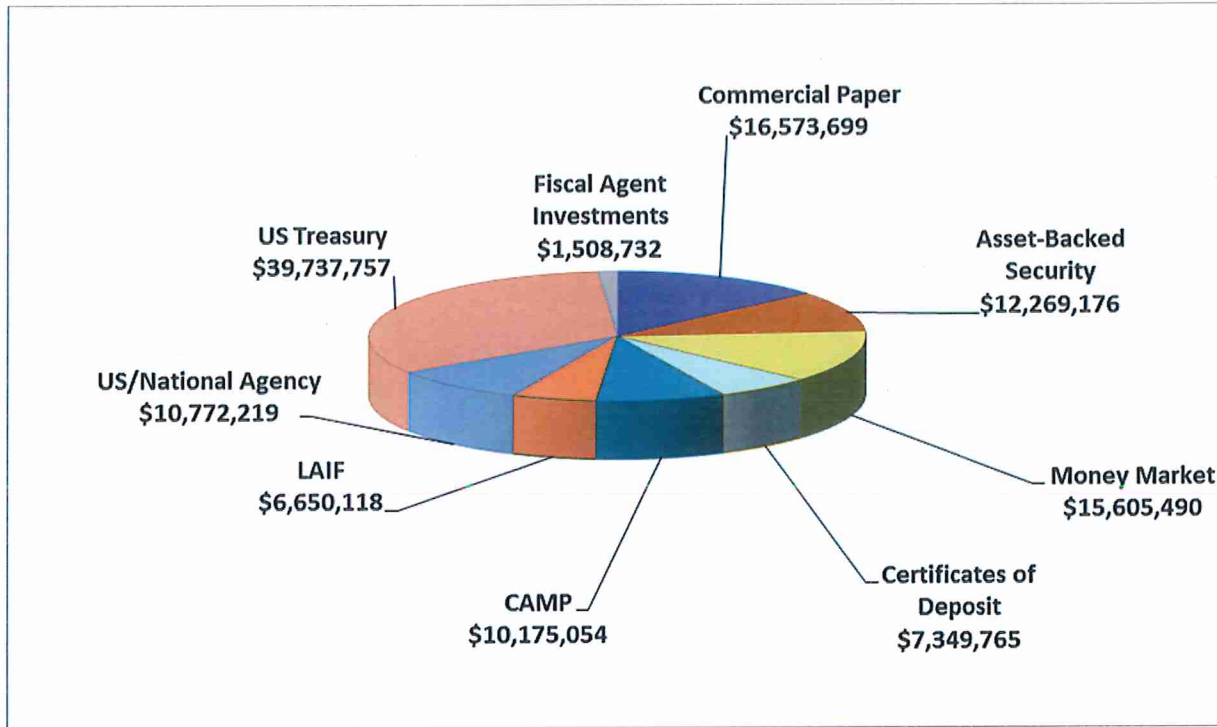
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided to comply with both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

ATTACHMENT

A. Treasurer's Report


CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

April 30, 2020



Total of City and Fiscal Agent Investments = \$120,642,010

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	1,357,575
Antioch Development Agency 2009 Tax Allocation Bonds	151,157
	<u><u>\$1,508,732</u></u>



Account Statement - Transaction Summary

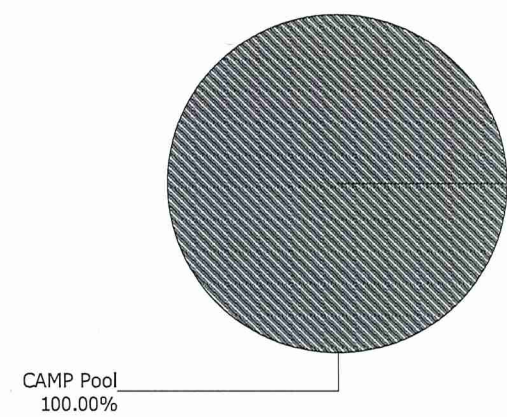
For the Month Ending April 30, 2020

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,166,881.08
Purchases	8,172.85
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,175,053.93
Cash Dividends and Income	8,172.85

Asset Summary	April 30, 2020	March 31, 2020
CAMP Pool	10,175,053.93	10,166,881.08
Total	\$10,175,053.93	\$10,166,881.08

Asset Allocation





Account Statement

For the Month Ending **April 30, 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					10,166,881.08
04/30/20	05/01/20	Accrual Income Div Reinvestment - Distributions	1.00	8,172.85	10,175,053.93
Closing Balance					10,175,053.93

	Month of April	Fiscal YTD July-April
Opening Balance	10,166,881.08	10,017,658.40
Purchases	8,172.85	157,395.53
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	10,175,053.93	10,175,053.93
Cash Dividends and Income	8,172.85	157,395.53

Closing Balance	10,175,053.93
Average Monthly Balance	10,167,153.51
Monthly Distribution Yield	0.98%



Managed Account Summary Statement

For the Month Ending April 30, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account	
Opening Market Value	\$88,118,620.73
Maturities/Calls	(98,424.46)
Principal Dispositions	(3,092,832.04)
Principal Acquisitions	3,336,791.15
Unsettled Trades	59,605.55
Change in Current Value	476,331.58
Closing Market Value	\$88,800,092.51

Cash Transactions Summary - Managed Account	
Maturities/Calls	0.00
Sale Proceeds	3,113,400.34
Coupon/Interest/Dividend Income	247,732.17
Principal Payments	98,424.46
Security Purchases	(3,336,791.15)
Net Cash Contribution	(122,765.82)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	268,300.47
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	109,505.52
Total Cash Basis Earnings	\$377,805.99

Cash Balance	
Closing Cash Balance	\$0.00

Earnings Reconciliation (Accrual Basis)		Total
Ending Amortized Value of Securities	86,702,615.11	
Ending Accrued Interest	314,030.49	
Plus Proceeds from Sales	3,269,230.35	
Plus Proceeds of Maturities/Calls/Principal Payments	98,424.46	
Plus Coupons/Dividends Received	247,732.17	
Less Cost of New Purchases	(3,551,365.45)	
Less Beginning Amortized Value of Securities	(86,407,715.66)	
Less Beginning Accrued Interest	(419,671.03)	
Total Accrual Basis Earnings	\$253,280.44	



Portfolio Summary and Statistics

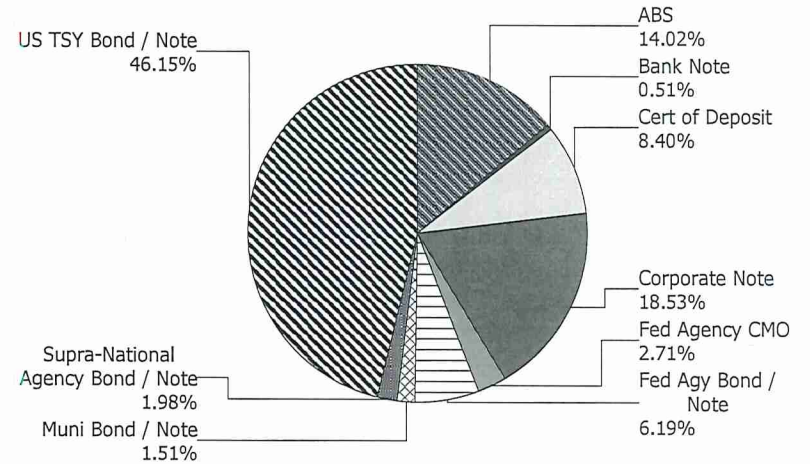
For the Month Ending April 30, 2020

CITY OF ANTIOCH, CA - 04380500

Account Summary

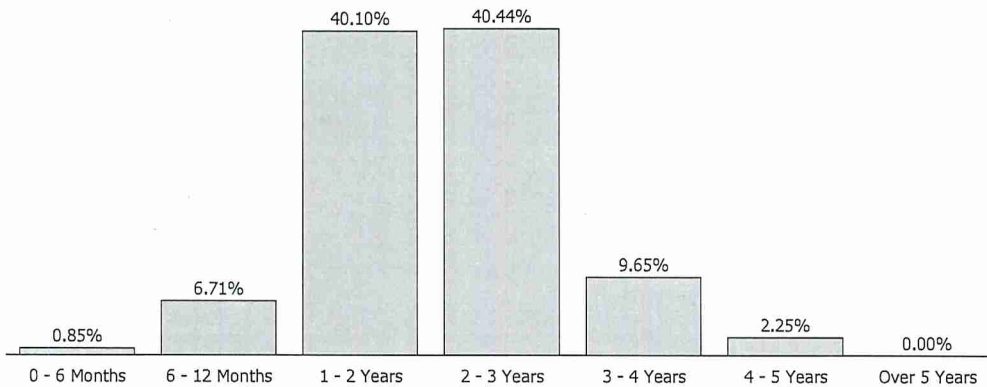
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	39,750,000.00	40,989,550.37	46.15
Supra-National Agency Bond / Note	1,730,000.00	1,762,359.70	1.98
Municipal Bond / Note	1,270,000.00	1,336,502.00	1.51
Federal Agency Collateralized Mortgage Obligation	2,340,021.00	2,402,507.71	2.71
Federal Agency Bond / Note	5,375,000.00	5,498,433.45	6.19
Corporate Note	16,115,000.00	16,453,962.25	18.53
Certificate of Deposit	7,350,000.00	7,455,174.96	8.40
Bank Note	425,000.00	452,942.05	0.51
Asset-Backed Security	12,270,321.76	12,448,660.02	14.02
Managed Account Sub-Total	86,625,342.76	88,800,092.51	100.00%
Accrued Interest		314,030.49	
Total Portfolio	86,625,342.76	89,114,123.00	

Sector Allocation



Unsettled Trades **215,000.00** **214,738.99**

Maturity Distribution



Characteristics

Yield to Maturity at Cost	2.21%
Yield to Maturity at Market	0.85%
Weighted Average Days to Maturity	777



Managed Account Issuer Summary

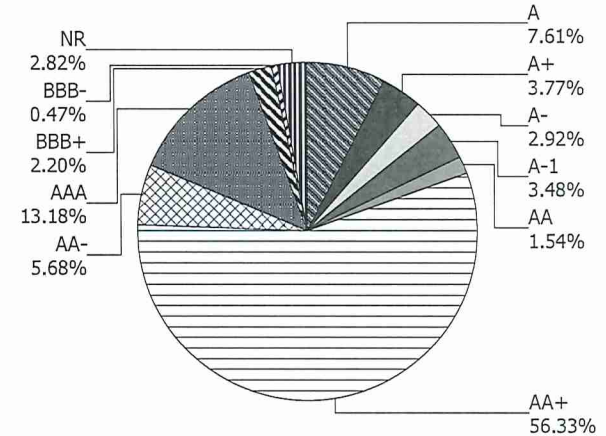
For the Month Ending **April 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Credit Quality (S&P Ratings)

Issuer	Market Value of Holdings	Percent
3M COMPANY	439,095.00	0.49
ADOBE INC	333,055.13	0.38
ALLY AUTO RECEIVABLES TRUST	304,902.30	0.34
AMERICAN EXPRESS CO DIT	455,021.55	0.51
AMERICAN HONDA FINANCE	806,303.30	0.91
APPLE INC	647,491.03	0.73
BANK OF AMERICA CO	726,025.88	0.82
BB&T CORPORATION	826,608.80	0.93
BOEING COMPANY	418,878.09	0.47
BURLINGTON NORTHERN SANTA FE	292,065.15	0.33
CALIFORNIA ST	858,984.75	0.97
CAPITAL ONE FINANCIAL CORP	816,004.24	0.92
CAPITAL ONE PRIME AUTO REC TRUST	234,405.95	0.26
CARMAX AUTO OWNER TRUST	1,152,418.30	1.30
CATERPILLAR INC	893,092.41	1.01
CHARLES SCHWAB	355,973.80	0.40
CHEVRON CORPORATION	449,526.33	0.51
CITIGROUP INC	356,829.20	0.40
CREDIT AGRICOLE SA	788,270.33	0.89
DEERE & COMPANY	283,929.53	0.32
DISCOVER FINANCIAL SERVICES	337,870.83	0.38
DNB ASA	894,147.63	1.01
EXXON MOBIL CORP	383,404.88	0.43
FANNIE MAE	2,515,140.62	2.82
FEDERAL HOME LOAN BANKS	1,636,699.05	1.84
FIFTH THIRD AUTO TRUST	290,600.34	0.33
FORD CREDIT AUTO LEASE TRUST	646,338.16	0.73
FORD CREDIT AUTO OWNER TRUST	643,920.61	0.73
FREDDIE MAC	3,749,101.49	4.21
GM FINANCIAL AUTO LEASING TRUST	427,230.71	0.48
GM FINANCIAL SECURITIZED TERM	910,915.31	1.03
GOLDMAN SACHS GROUP INC	405,096.00	0.46





Managed Account Issuer Summary

For the Month Ending April 30, 2020

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
HARLEY-DAVIDSON MOTORCYCLE TRUST	599,251.62	0.67
HERSHEY COMPANY	286,329.96	0.32
HOME DEPOT INC	236,062.80	0.27
HONDA AUTO RECEIVABLES	1,067,719.51	1.20
HONEYWELL INTERNATIONAL	170,001.65	0.19
HYUNDAI AUTO RECEIVABLES	757,813.59	0.85
IBM CORP	333,151.33	0.38
INTER-AMERICAN DEVELOPMENT BANK	666,625.93	0.75
INTL BANK OF RECONSTRUCTION AND DEV	1,095,733.77	1.23
JP MORGAN CHASE & CO	823,051.20	0.93
MERCEDES-BENZ AUTO LEASE TRUST	728,984.66	0.82
MINITUBISHI UFJ FINANCIAL GROUP INC	788,399.75	0.89
MORGAN STANLEY	738,633.85	0.83
NATIONAL RURAL UTILITIES CO FINANCE CORP	481,935.63	0.54
NISSAN AUTO LEASE TRUST	295,198.68	0.33
NISSAN AUTO RECEIVABLES	1,318,412.25	1.48
NORDEA BANK AB	812,554.40	0.92
PACCAR FINANCIAL CORP	582,189.66	0.66
PEPSICO INC	214,738.99	0.24
PFIZER INC	702,800.84	0.79
PNC FINANCIAL SERVICES GROUP	452,942.05	0.51
ROYAL BANK OF CANADA	973,397.55	1.10
SKANDINAVISKA ENSKILDA BANKEN AB	812,736.80	0.92
SOCIETE GENERALE	870,782.50	0.98
STATE OF WASHINGTON	477,517.25	0.54
SUMITOMO MITSUI FINANCIAL GROUP INC	759,332.25	0.86
SWEDBANK AB	755,553.75	0.85
THE BANK OF NEW YORK MELLON CORPORATION	812,798.31	0.92
THE WALT DISNEY CORPORATION	218,231.24	0.25
TOYOTA MOTOR CORP	1,124,004.93	1.27
UNILEVER PLC	584,443.80	0.66
UNITED PARCEL SERVICE INC	444,476.12	0.50
UNITED STATES TREASURY	40,989,550.37	46.15



Managed Account Issuer Summary

For the Month Ending **April 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
US BANCORP	419,095.62	0.47
VERIZON OWNER TRUST	775,785.02	0.87
VOLKSWAGEN AUTO LEASE TURST	220,646.91	0.25
VOLKSWAGEN OF AMERICA	594,520.23	0.67
WAL-MART STORES INC	535,341.04	0.60
Total	\$88,800,092.51	100.00%



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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 08/15/2018 2.750% 08/15/2021	9128284W7	550,000.00	AA+	Aaa	10/02/18	10/04/18	547,916.02	2.89	3,286.86	549,061.61	568,132.84
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	4,332.68	724,486.97	748,902.38
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	2,400,000.00	AA+	Aaa	09/05/18	09/07/18	2,401,968.75	2.72	14,342.68	2,400,864.20	2,479,125.12
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	86.96	1,578,147.62	1,643,000.00
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	72.18	2,111,334.53	2,158,535.05
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	101.90	2,977,764.05	3,047,343.60
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	16,902.47	2,298,079.34	2,389,484.26
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	16,054.69	3,389,310.15	3,524,003.74
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	14,615.38	2,798,139.20	2,914,187.36
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	1,032.79	1,050,488.99	1,091,671.88
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	3,750.00	801,985.85	829,750.00
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	15,820.31	3,376,973.07	3,500,507.81
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	3,695.99	1,347,957.74	1,393,875.00
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	4,654.21	1,711,187.76	1,755,250.00



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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											
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	270.49	446,815.87	462,515.62
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	601.09	996,906.40	1,027,812.50
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	1,893.44	3,131,006.55	3,237,609.38
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	5,291.21	1,205,433.75	1,240,500.00
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	6,562.50	1,505,463.17	1,561,640.70
UNITED STATES TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	5,250,000.00	AA+	Aaa	03/02/20	03/04/20	5,341,259.77	0.78	15,072.12	5,336,349.69	5,415,703.13
Security Type Sub-Total		39,750,000.00					39,678,255.86	1.89	128,439.95	39,737,756.51	40,989,550.37
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	7,972.71	1,063,979.47	1,095,733.77
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	64.65	664,775.31	666,625.93
Security Type Sub-Total		1,730,000.00					1,727,281.80	1.95	8,037.36	1,728,754.78	1,762,359.70
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	1,971.67	845,010.56	858,984.75
WA ST T/E GO BONDS DTD 04/29/2020 5.000% 07/01/2023	93974EHJ8	425,000.00	AA+	Aaa	04/23/20	04/29/20	477,517.25	1.03	118.06	477,426.55	477,517.25



Managed Account Detail of Securities Held

For the Month Ending April 30, 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
Security Type Sub-Total		1,270,000.00					1,322,551.05	2.17	2,089.73	1,322,437.11	1,336,502.00
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	304,705.27	AA+	Aaa	04/11/18	04/30/18	310,766.15	2.93	903.96	307,129.62	307,634.00
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	AA+	Aaa	03/13/19	03/18/19	374,533.45	2.76	848.75	374,696.80	384,104.00
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	AA+	Aaa	06/12/19	06/17/19	361,321.88	2.23	706.50	360,941.99	370,614.07
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.98	784.38	379,839.56	388,974.55
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	228,215.94	AA+	Aaa	09/11/19	09/16/19	229,637.95	2.08	433.61	229,361.31	234,372.27
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	302,312.02	AA+	Aaa	09/04/19	09/09/19	306,272.61	1.86	574.39	305,483.18	310,467.15
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	218,189.68	AA+	Aaa	12/07/18	12/17/18	218,189.02	3.20	582.38	218,189.22	225,093.20
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	176,598.09	AA+	Aaa	11/20/19	11/26/19	176,593.86	2.09	307.87	176,594.25	181,248.47
Security Type Sub-Total		2,340,021.00					2,358,525.86	2.38	5,141.84	2,352,235.93	2,402,507.71
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	2,493.75	1,574,441.97	1,636,699.05
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	6,416.67	799,674.16	831,333.60
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	6,416.67	800,119.85	831,333.60
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	252.08	2,194,555.25	2,199,067.20



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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
Security Type Sub-Total		5,375,000.00					5,367,998.00	1.88	15,579.17	5,368,791.23	5,498,433.45
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	2,587.50	449,817.17	455,021.55
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	1,111.67	299,904.86	305,116.50
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	1,713.02	574,128.71	584,443.80
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	751.67	439,802.17	444,476.12
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	649.00	439,944.28	446,418.28
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	194.44	174,309.52	177,635.33
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	243.06	348,202.07	354,247.60
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	4,002.44	279,933.49	286,329.96
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	5,055.56	349,996.31	355,973.80
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	5,777.78	519,990.05	535,341.04
BOEING CO DTD 07/31/2019 2.300% 08/01/2021	097023CL7	130,000.00	BBB-	Baa2	07/29/19	07/31/19	129,994.80	2.30	747.50	129,996.75	127,869.69
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	968.63	204,928.85	210,739.39



Managed Account Detail of Securities Held

For the Month Ending **April 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	S&P	Moody's	Trade	Settle	Original	YTM	Accrued	Amortized	Market		
Dated Date/Coupon/Maturity	Par	Rating	Rating	Date	Date	at Cost	Interest	Cost	Value		
CUSIP											
Corporate Note											
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	685.42	174,836.01	180,747.00
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	1,256.38	289,668.50	292,065.15
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	1,725.00	449,723.76	463,971.60
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	533.50	274,844.53	275,389.13
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	873.00	450,000.00	450,636.75
BOEING COMPANY NOTE DTD 10/31/2014 2.350% 10/30/2021	097023BG9	300,000.00	BBB-	Baa2	05/21/19	05/23/19	296,922.00	2.79	19.58	298,110.36	291,008.40
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	4,031.81	346,467.07	356,829.20
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	3,304.69	249,939.01	255,186.25
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	2,740.83	341,736.43	351,865.85
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	1.79	731.60	174,864.50	176,819.13
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	807.50	169,908.68	173,617.26
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	1,218.75	224,650.77	236,062.80
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	1,145.83	249,928.73	258,348.00
EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022	30231GAJ1	375,000.00	AA	Aa1	11/26/18	11/28/18	363,615.00	3.38	1,373.28	368,573.29	383,404.88



Managed Account Detail of Securities Held

For the Month Ending **April 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Par Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
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	894.44	229,991.45	238,829.24
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	402.50	106,461.56	108,654.42
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	1,150.00	304,150.67	310,441.20
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	676.04	274,917.57	283,929.53
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	166.67	397,269.13	405,096.00
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	5,035.00	399,854.36	408,572.40
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	5,040.00	403,509.16	416,406.80
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	4,640.63	373,362.93	384,386.25
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	8,878.89	799,984.27	826,608.80
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	4,167.78	549,636.66	551,117.05
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	1,523.44	324,153.85	333,151.33
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	817.90	164,873.95	170,001.65
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	644.58	175,376.41	177,757.83



Managed Account Detail of Securities Held

For the Month Ending April 30, 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	250,000.00	A	A1	08/20/19	08/23/19	249,920.00	1.96	920.84	249,938.39	253,939.75
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	591.25	214,635.23	218,231.24
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	14913Q3A5	420,000.00	A	A3	09/03/19	09/06/19	419,416.20	1.95	1,219.17	419,542.97	427,237.02
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	531.25	224,969.88	231,084.23
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	14913Q3C1	250,000.00	A	A3	01/09/20	01/13/20	249,885.00	1.97	1,462.50	249,897.05	255,116.00
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	955.83	199,872.02	203,465.40
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	415.56	99,874.02	102,478.50
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	935.00	224,952.41	230,576.63
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	2,138.00	800,000.00	823,051.20
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	A+	A1	04/29/20	05/01/20	214,574.30	0.82	0.00	214,574.30	214,738.99
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	4,784.28	445,422.69	449,526.33
Security Type Sub-Total		16,115,000.00					16,103,824.55	2.66	92,240.99	16,121,426.80	16,453,962.25
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	3.45	1,059.38	749,764.94	759,332.25



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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											
SWEDBANK (NEW YORK) CERT DEPOS DTD 05/16/2019 2.270% 11/16/2020	87019U6D6	750,000.00	A-1	P-1	11/16/17	11/17/17	750,000.00	2.24	7,803.12	750,000.00	755,553.75
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	2.94	4,155.94	775,000.00	788,399.75
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	775,000.00	A-1	P-1	04/03/19	04/04/19	775,000.00	2.83	1,523.09	775,000.00	788,270.33
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	12,312.00	950,000.00	973,397.55
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	3,150.00	875,000.00	870,782.50
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	1.84	2,672.22	800,000.00	812,554.40
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	1.85	2,686.67	800,000.00	812,736.80
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.03	7,288.75	875,000.00	894,147.63
Security Type Sub-Total		7,350,000.00					7,348,980.00	2.47	42,651.17	7,349,764.94	7,455,174.96
Bank Note											
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	5,908.68	452,271.96	452,942.05
Security Type Sub-Total		425,000.00					454,818.00	1.28	5,908.68	452,271.96	452,942.05
Asset-Backed Security											
GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	154,280.02	AAA	Aaa	09/18/18	09/26/18	154,267.83	3.18	149.91	154,274.95	154,782.51
ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	19,334.84	AAA	Aaa	05/16/17	05/24/17	19,332.82	1.74	14.95	19,334.20	19,339.85



Managed Account Detail of Securities Held

For the Month Ending **April 30, 2020**

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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											
MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	724,364.73	AAA	NR	11/15/18	11/20/18	724,348.51	3.21	1,033.43	724,356.82	728,984.66
FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	311,608.86	NR	Aaa	09/18/18	09/21/18	311,582.53	3.19	441.79	311,595.64	313,163.26
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	269,975.46	272,448.20
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	329,983.66	333,174.90
HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	110,733.31	AAA	Aaa	04/10/18	04/18/18	110,716.64	2.79	137.31	110,724.65	111,552.09
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	294,987.59	295,198.68
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	219,997.16	220,646.91
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	3.20	426.67	299,997.64	305,082.39
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	3.16	1,039.29	739,927.49	753,712.42
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	319,954.35	325,720.80
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	119,997.71	122,536.34
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	584,983.47	594,520.23
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	2.66	396.04	334,967.08	341,179.11
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	3.13	472.98	339,970.42	345,283.02



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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											
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	3.22	1,109.11	774,897.16	793,912.56
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	191,470.75
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	2.91	362.13	279,975.12	285,562.45
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	284,998.19	291,276.84
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	2.78	778.40	629,920.25	643,920.61
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	2.90	663.78	514,942.25	524,499.69
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	2.51	256.58	229,963.03	234,405.95
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	444,963.89	452,815.13
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	2.65	334.40	284,950.73	290,600.34
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	2.34	416.00	399,974.70	399,797.60
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	2.65	496.88	449,971.25	458,100.18
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	2.68	315.64	264,978.66	268,588.10
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	554,962.53	559,754.52
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.85	121.53	214,976.25	216,030.50



Managed Account Detail of Securities Held

For the Month Ending **April 30, 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											
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	799,825.22	816,004.24
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	1.87	166.22	199,958.74	199,454.02
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	1.89	277.20	329,936.28	337,870.83
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.89	205.80	244,954.62	247,270.34
Security Type Sub-Total		12,270,321.76					12,268,802.51	2.71	13,941.60	12,269,175.85	12,448,660.02
Managed Account Sub-Total		86,625,342.76					86,631,037.63	2.21	314,030.49	86,702,615.11	88,800,092.51
Securities Sub-Total		\$86,625,342.76					\$86,631,037.63	2.21%	\$314,030.49	\$86,702,615.11	\$88,800,092.51
Accrued Interest											\$314,030.49
Total Investments											\$89,114,123.00

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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											
	04/17/20	04/20/20	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	2,200,000.00	(2,194,500.00)	0.00	(2,194,500.00)			
	04/17/20	04/24/20	INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	(664,773.90)	0.00	(664,773.90)			
	04/23/20	04/29/20	WA ST T/E GO BONDS DTD 04/29/2020 5.000% 07/01/2023	93974EHJ8	425,000.00	(477,517.25)	0.00	(477,517.25)			
	04/29/20	05/01/20	PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	(214,574.30)	0.00	(214,574.30)			
Transaction Type Sub-Total					3,505,000.00	(3,551,365.45)	0.00	(3,551,365.45)			

INTEREST											
	04/01/20	04/01/20	JOHN DEERE CAPITAL CORP DTD 03/07/2019 2.950% 04/01/2022	24422EUT4	275,000.00	0.00	4,056.25	4,056.25			
	04/01/20	04/01/20	BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	725,000.00	0.00	8,439.00	8,439.00			
	04/01/20	04/01/20	UNITED PARCEL SERVICE CORPORATE BOND DTD 11/14/2017 2.050% 04/01/2021	911312BP0	440,000.00	0.00	4,510.00	4,510.00			
	04/01/20	04/01/20	JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	800,000.00	0.00	12,828.00	12,828.00			
	04/01/20	04/01/20	CA ST TXBL GO BONDS DTD 04/25/2018 2.800% 04/01/2021	13063DGA0	845,000.00	0.00	11,830.00	11,830.00			
	04/01/20	04/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	0.00	706.50	706.50			
	04/01/20	04/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	532,749.35	0.00	1,010.02	1,010.02			
	04/01/20	04/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			
	04/01/20	04/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	0.00	848.75	848.75			
	04/01/20	04/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	314,785.00	0.00	924.76	924.76			



Managed Account Security Transactions & Interest

For the Month Ending April 30, 2020

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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											
	04/01/20	04/25/20	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	232,379.73	0.00	619.14	619.14			
	04/01/20	04/25/20	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	177,241.86	0.00	308.36	308.36			
	04/06/20	04/06/20	CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	775,000.00	0.00	22,419.89	22,419.89			
	04/12/20	04/12/20	FEDERAL HOME LOAN BANKS NOTES DTD 10/12/2018 3.000% 10/12/2021	3130AF5B9	1,575,000.00	0.00	23,625.00	23,625.00			
	04/13/20	04/13/20	TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	440,000.00	0.00	6,490.00	6,490.00			
	04/15/20	04/15/20	UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	0.00	11,812.50	11,812.50			
	04/15/20	04/15/20	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	330,000.00	0.00	797.50	797.50			
	04/15/20	04/15/20	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	230,000.00	0.00	481.08	481.08			
	04/15/20	04/15/20	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			
	04/15/20	04/15/20	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	335,000.00	0.00	742.58	742.58			
	04/15/20	04/15/20	DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	0.00	519.75	519.75			
	04/15/20	04/15/20	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	340,000.00	0.00	886.83	886.83			
	04/15/20	04/15/20	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			
	04/15/20	04/15/20	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	400,000.00	0.00	780.00	780.00			
	04/15/20	04/15/20	HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	120,000.00	0.00	278.60	278.60			
	04/15/20	04/15/20	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	280,000.00	0.00	679.00	679.00			
	04/15/20	04/15/20	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	0.00	281.83	281.83			



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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										
04/15/20	04/15/20	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	295,000.00	0.00	558.04	558.04			
04/15/20	04/15/20	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	0.00	385.88	385.88			
04/15/20	04/15/20	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			
04/15/20	04/15/20	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			
04/15/20	04/15/20	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			
04/15/20	04/15/20	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	300,000.00	0.00	800.00	800.00			
04/15/20	04/15/20	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	265,000.00	0.00	591.83	591.83			
04/15/20	04/15/20	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	285,000.00	0.00	798.00	798.00			
04/15/20	04/15/20	ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	43,692.71	0.00	39.13	39.13			
04/15/20	04/15/20	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	320,000.00	0.00	848.00	848.00			
04/15/20	04/15/20	BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 02/19/2016 2.500% 04/15/2021	06406FAA1	175,000.00	0.00	2,187.50	2,187.50			
04/15/20	04/15/20	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			
04/15/20	04/15/20	UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	4,600,000.00	0.00	31,625.00	31,625.00			
04/15/20	04/15/20	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	0.00	311.67	311.67			
04/15/20	04/15/20	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	285,000.00	0.00	627.00	627.00			
04/15/20	04/15/20	FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	315,000.00	0.00	837.38	837.38			



Managed Account Security Transactions & Interest

For the Month Ending **April 30, 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											
	04/16/20	04/16/20	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			
	04/16/20	04/16/20	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	450,000.00	0.00	993.75	993.75			
	04/16/20	04/16/20	SUMITOMO MITSUI BANK NY CERT DEPOS DTD 10/18/2018 3.390% 10/16/2020	86565BPC9	750,000.00	0.00	12,924.37	12,924.37			
	04/18/20	04/18/20	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	120,000.00	0.00	283.00	283.00			
	04/20/20	04/20/20	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	0.00	364.83	364.83			
	04/20/20	04/20/20	GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	221,969.79	0.00	468.85	468.85			
	04/20/20	04/20/20	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	0.00	331.46	331.46			
	04/20/20	04/20/20	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	0.00	897.25	897.25			
	04/20/20	04/20/20	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			
	04/20/20	04/20/20	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	270,000.00	0.00	670.50	670.50			
	04/21/20	04/21/20	MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	350,000.00	0.00	4,375.00	4,375.00			
	04/26/20	04/26/20	GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	400,000.00	0.00	6,000.00	6,000.00			
	04/30/20	04/30/20	US TREASURY NOTES DTD 10/31/2014 2.000% 10/31/2021	912828F96	1,600,000.00	0.00	16,000.00	16,000.00			
	04/30/20	04/30/20	BOEING COMPANY NOTE DTD 10/31/2014 2.350% 10/30/2021	097023BG9	300,000.00	0.00	3,525.00	3,525.00			
	04/30/20	04/30/20	US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	5,125,000.00	0.00	32,031.25	32,031.25			
Transaction Type Sub-Total					35,002,818.44	0.00	247,732.17	247,732.17			



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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											
	04/01/20	04/25/20	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	13,771.15	13,771.15	0.00	13,771.15	0.04	0.00	
	04/01/20	04/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	4,887.51	4,887.51	0.00	4,887.51	(97.22)	0.00	
	04/01/20	04/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	605.05	605.05	0.00	605.05	(7.93)	0.00	
	04/01/20	04/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	456.76	456.76	0.00	456.76	(2.84)	0.00	
	04/01/20	04/25/20	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FQ3V3	283.02	283.02	0.00	283.02	0.01	0.00	
	04/15/20	04/15/20	HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	9,094.99	9,094.99	0.00	9,094.99	1.37	0.00	
	04/15/20	04/15/20	ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	7,653.47	7,653.47	0.00	7,653.47	0.80	0.00	
	04/15/20	04/15/20	MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	35,635.27	35,635.27	0.00	35,635.27	0.80	0.00	
	04/15/20	04/15/20	FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	3,391.14	3,391.14	0.00	3,391.14	0.29	0.00	
	04/20/20	04/20/20	GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	22,646.10	22,646.10	0.00	22,646.10	1.79	0.00	
Transaction Type Sub-Total					98,424.46	98,424.46	0.00	98,424.46	(102.89)	0.00	
SELL											
	04/17/20	04/20/20	US TREASURY NOTES DTD 05/31/2014 2.000% 05/31/2021	912828WN6	1,475,000.00	1,504,730.47	11,445.36	1,516,175.83	55,946.29	39,495.26	FIFO
	04/17/20	04/20/20	US TREASURY NOTES DTD 06/30/2014 2.125% 06/30/2021	912828WR7	1,300,000.00	1,330,367.19	8,424.11	1,338,791.30	50,273.44	38,329.69	FIFO
	04/23/20	04/29/20	UNITED STATES TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	250,000.00	257,734.38	698.83	258,433.21	3,388.68	3,614.43	FIFO
	04/29/20	05/01/20	US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	150,000.00	154,968.75	861.26	155,830.01	4,845.70	4,914.74	FIFO
Transaction Type Sub-Total					3,175,000.00	3,247,800.79	21,429.56	3,269,230.35	114,454.11	86,354.12	



Managed Account Security Transactions & Interest

For the Month Ending April 30, 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	
Managed Account Sub-Total					(205,140.20)	269,161.73	64,021.53	114,351.22	86,354.12	
Total Security Transactions					(\$205,140.20)	\$269,161.73	\$64,021.53	\$114,351.22	\$86,354.12	

Bolded items are forward settling trades.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, MMC, City Clerk

APPROVED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution requesting consolidation of election; limiting Candidate Statement word count; and clarifying costs for the November 3, 2020 General Election for elected officials

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution requesting consolidation of municipal election, limiting the candidate statement word count to 250 words, and clarifying filing costs for the November 3, 2020 General Election.

FISCAL IMPACT

Elections Code Section 10002 requires the City to reimburse the county in full for the services performed. The estimated cost to the City for the November 3, 2020 General Election is \$ 206,725 which is in the FY 2020/2021 City Clerk's General Fund Budget.

DISCUSSION

In accordance with Ordinance No. 2141-C-S adopted by the City Council on May 8, 2018, the four Council Members will be elected By-District. District 1 and District 4 will be two (2) year terms, while District 2 and District 3 will be four (4) year terms for the November 3, 2020 General Election. The Mayor, City Clerk and City Treasurer are elected At-Large to four (4) year terms.

Elections Code Section 10403 requires whenever an election called by a City for an office to be filled is to be consolidated with a statewide election and the office to be filled is to appear upon the same ballot as that provided for that statewide election, the City shall at least 88 days prior to the date of the election, file with the Contra Costa County Board of Supervisors, a certified copy to the County Elections Official, a resolution requesting the consolidation, and setting forth the exact offices to be voted upon at the election.

The nominating period for the Candidates in the November 3, 2020 Municipal Election opens **Monday, July 13, 2020**.

The deadline for filing papers to be a candidate for office will be **Friday, August 7, 2020, at 5:00 p.m.** (Elections Code Section 10407(a)). The City Clerk's Office will be open from 8:00 a.m. to 5:00 p.m. at City Hall on Friday, August 7, 2020.

Candidates are strongly encouraged to make appointments with the City Clerk's Office to pick up and file nomination papers for better service. Appointments can be made by calling the City Clerk's Office at 925-779-7009 or by email to cityclerk@ci.antioch.ca.us.

There is a \$25 Filing Fee (Ordinance 2-1.302 of the Antioch Municipal Code and Elections Code Section 10228) for a candidate to file nomination papers with the City Clerk's Office.

In accordance with Elections Code 13307, the County Elections Department has established a cost as follows to file a 250-word candidate statement to be published in the Voter's Pamphlet for each office. The cost is based on the candidate statement being printed in **English, Spanish and Chinese** as now required by California State Law.

Mayor, Clerk, Treasurer:	\$1,092.40 plus 10%
Council District 1:	\$ 339.00 plus 10%
Council District 2:	\$ 377.60 plus 10%
Council District 3:	\$ 426.60 plus 10%
Council District 4:	\$ 399.60 plus 10%

Candidates are not required to publish a candidate statement, but if they choose to do so, they will pay the cost plus 10% at the time of filing, plus the \$25 Filing Fee.

ATTACHMENT
Resolution

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA
COSTA TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON
NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD
ON THE DATE PURSUANT TO ELECTIONS CODE SECTION 10403**

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 3, 2020, for the purpose of the election of the Mayor, City Clerk, City Treasurer, District 1 and District 4 Members of the City Council to two-year terms, and District 2 and District 3 Members of the City Council to four-year terms, in accordance with Ordinance No. 2141-C-S adopted May 8, 2018;

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400;

WHEREAS, Elections Code Section 10520 requires the City involved in a general election to reimburse the county for the actual costs incurred by the county elections official in conducting the election for the City;

WHEREAS, Elections Code Section 13307 requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate for the candidate's statement to be sent to the voters and may establish the cost and determine whether the cost will be paid in advance;

WHEREAS, Elections Code Section 12112 requires the City Elections Official to publish a notice of the election once in a newspaper of general circulation in the City; and

WHEREAS, tie votes shall be determined by lot unless the City Council adopts the provisions of Elections Code 15651(b), prior to conducting the election resulting in the tie vote.

NOW, THEREFORE, BE IT ORDERED that an election be held in the City of Antioch in accordance with the following specifications:

1. The Election shall be held on **Tuesday, the 3rd day of November 2020**. The purpose of the election is to choose successors for the following offices:
 - **MAYOR** – Term of four (4) years
 - **COUNCIL MEMBER DISTRICT 1** – Term of two (2) years (Ordinance No. 2141-C-S)

RESOLUTION NO. 2020/**

June 9, 2020

Page 2

- **COUNCIL MEMBER DISTRICT 2** – Term of four (4) Years
(Ordinance No. 2141-C-S)
 - **COUNCIL MEMBER DISTRICT 3** – Term of four (4) Years
(Ordinance No. 2141-C-S)
 - **COUNCIL MEMBER DISTRICT 4** – Term of two (2) years
(Ordinance 2141-C-S)
 - **CITY CLERK** – Term of four (4) years
 - **CITY TREASURER** – Term of four (4) years
2. This City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code 10400.
 3. The City will reimburse the County for the actual cost incurred by the county elections official in conducting the general City election upon receipt of a bill stating the amount due as determined by the elections official.
 4. The City has determined that the candidate will pay for the Candidate's Statement. Candidate Statements will be limited to 250 words. As a condition of having the Candidate's Statement published, the candidate shall pay the cost, plus 10 percent at the time of filing. The City hereby establishes the cost for a candidate statement as follows:

Mayor, Clerk, Treasurer:	\$1,092.40 plus 10%
Council District 1:	\$ 339.00 plus 10%
Council District 2:	\$ 377.60 plus 10%
Council District 3:	\$ 426.60 plus 10%
Council District 4:	\$ 399.60 plus 10%
 5. The candidate will pay the \$25.00 Filing Fee to the City Clerk at the time of filing (Ordinance No. 2088-C-S).
 6. The City Clerk is to publish the Notice of Election in the East Bay Times, which is a newspaper of general circulation that is published daily in the City.

RESOLUTION NO. 2020/**

June 9, 2020

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7. The City Council has determined that the action to be taken in the event of a tie vote is as follows: By the drawing of cards from a standard 52-card shuffled pack of playing cards held in the Office of the City Clerk. In the event of a tie draw, the deck will be reshuffled and a new draw will take place. The high card will determine the winner.
8. The City Clerk is ordered to deliver copies of this Resolution to the Registrar of Voters and to the Board of Supervisors of Contra Costa County.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:


ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan Barton, Information Systems Director 

APPROVED BY: Ron Bernal, City Manager 

SUBJECT: Microsoft Software License contract renewal

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the cooperative purchase arrangement via the Insight Public Sector Inc. agreement (PSA-0001526), and issuance of a purchase order for Microsoft software licensing to Insight Public Sector Inc., for a three year contract in the amount not to exceed \$375,000.

FISCAL IMPACT

The 2020-21 Information Systems Maintenance Contracts budget includes funds for this project.

DISCUSSION

Due to per license fee increases, and adding addition full licenses, our annual contract pricing has increased by \$74,641 per year.

Microsoft Office 365 is an essential part of staff productivity in today's fast past world. It not only protects City data, it allows staff to perform most if not all of their work remotely, allowing for a more dynamic and mobile workforce.

ATTACHMENTS

- A. Resolution
- B. Insight quote
- C. Insight Public Sector Inc. Agreement

RESOLUTION NO. 2020/
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE ANNUAL MICROSOFT SOFTWARE LICENSING RENEWAL
NOT TO EXCEED \$375,000 AND AUTHORIZE THE CITY MANAGER OR
DESIGNEE TO ENTER INTO AN AGREEMENT WITH INSIGHT
PUBLIC SECTOR INC.**

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to execute the cooperative purchase arrangement via Insight Public Sector Inc. agreement (PSA-0001526), and issuance of a purchase order for Microsoft software licensing to Insight, in the amount not to exceed \$375,000.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



Quotation: 0420-CityofAntioch_Renewal1-MSEA-FA
Date: May 5, 2020
Enrollment: 79366149
Contract: PSA-0001526/RIVCO-2020-RFQ-0000048

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Unit Price	Extended Price
Enterprise Products								
KV3-00368	WINENTperDVC ALNG SA MVL	D	Added at Signing	Systems	Software Assurance	250	\$ 43.80	\$ 10,950.00
Additional Products								
312-02257	ExchgSvrStd ALNG SA MVL	D	Added at Signing	Servers	Software Assurance	1	\$ 124.92	\$ 124.92
359-00961	SQLCAL ALNG SA MVL UsrCAL	D	Added at Signing	Servers	Software Assurance	50	\$ 33.72	\$ 1,686.00
228-04433	SQLSvrStd ALNG SA MVL	D	Added at Signing	Servers	Software Assurance	1	\$ 144.96	\$ 144.96
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	D	Added at Signing	Servers	Software Assurance	24	\$ 124.32	\$ 2,983.68
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	D	Added at Signing	Servers	Software Assurance	8	\$ 17.52	\$ 140.16
Year 1 On-Prem Total:							\$	16,029.72
Year 1 Subscriptions Total:							\$	101,729.88
Year 1 Total:							\$	117,759.60

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Unit Price	Extended Price
Enterprise Products								
KV3-00368	WINENTperDVC ALNG SA MVL	D	Added at Signing	Systems	Software Assurance	250	\$ 44.13	\$ 11,032.50
Additional Products								
312-02257	ExchgSvrStd ALNG SA MVL	D	Added at Signing	Servers	Software Assurance	1	\$ 125.86	\$ 125.86
359-00961	SQLCAL ALNG SA MVL UsrCAL	D	Added at Signing	Servers	Software Assurance	50	\$ 33.97	\$ 1,698.50
228-04433	SQLSvrStd ALNG SA MVL	D	Added at Signing	Servers	Software Assurance	1	\$ 146.05	\$ 146.05
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	D	Added at Signing	Servers	Software Assurance	24	\$ 125.25	\$ 3,006.00
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	D	Added at Signing	Servers	Software Assurance	8	\$ 17.65	\$ 141.20
Year 2 On-Prem Total:							\$	16,150.11
Year 2 Subscriptions Total:							\$	102,491.07
Year 2 Total:							\$	118,641.18

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Unit Price	Extended Price
Enterprise Products								
KV3-00368	WINENTperDVC ALNG SA MVL	D	Added at Signing	Systems	Software Assurance	250	\$ 44.13	\$ 11,032.50
Additional Products								
312-02257	ExchgSvrStd ALNG SA MVL	D	Added at Signing	Servers	Software Assurance	1	\$ 125.86	\$ 125.86
359-00961	SQLCAL ALNG SA MVL UsrCAL	D	Added at Signing	Servers	Software Assurance	50	\$ 33.97	\$ 1,698.50
228-04433	SQLSvrStd ALNG SA MVL	D	Added at Signing	Servers	Software Assurance	1	\$ 146.05	\$ 146.05
9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	D	Added at Signing	Servers	Software Assurance	24	\$ 125.25	\$ 3,006.00
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	D	Added at Signing	Servers	Software Assurance	8	\$ 17.65	\$ 141.20
Year 3 On-Prem Total:							\$	16,150.11
Year 3 Subscriptions Total:							\$	102,491.07
Year 3 Total:							\$	118,641.18

Licensing Solution Provider Agreement Number PSA-0001526

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Insight Public Sector Inc., an Illinois corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its

Licensing Solution Provider Agreement Number PSA-0001526

officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

Licensing Solution Provider Agreement Number PSA-0001526

“Reporting of Active Enrollments” list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Pam Potter, Manager SLED Compliance
6820 S. Harl Avenue
Tempe, AZ 85283

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

Licensing Solution Provider Agreement Number PSA-0001526

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964

Licensing Solution Provider Agreement Number PSA-0001526

(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.


15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Insight Public Sector, Inc., an Illinois Corporation

By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
John Carnahan
Sr. Vice President of Business Development

Dated: OCT 22 2019

Dated: 10-9-19

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001526

Exhibit A

Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	.75
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	.75
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	.75
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	.75
5	All products for Select Plus Agreement No.7756479.		1.00
6	Microsoft Premier Support		1.00
7	Microsoft Unified Support Services		1.00
8	Microsoft Consulting Services		1.00

Licensing Solution Provider Agreement Number PSA-0001526

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
Data and Artificial Intelligent			
1	Build Intelligent Apps	Yes	\$275
2	Build Intelligent Agents	Yes	\$275
3	Machine Learning	Yes	\$275
4	Internet of Things	Yes	\$275
5	Globally distributed data	Yes	\$275
6	OSS Databases	Yes	\$275
7	Cloud Scale Analytics	Yes	\$275
8	Data Platform Modernization to Azure	Yes	\$275
9	Windows Server on Azure	Yes	\$225
10	Security & Management	Yes	\$225
11	Datacenter Migration	Yes	\$225
12	Modern Business Intelligence	Yes	\$285
Biz Apps			
1	Customer Service	Yes	\$265
2	Field Service	Yes	\$265
3	Marketing	Yes	\$265
4	Talent	Yes	\$265
5	Finance and Operations	Yes	\$265
6	Business Central	Yes	\$265
7	Power Apps	Yes	\$265
8	Power BI	Yes	\$265
Apps and Infrastructure			
1	Azure Stack	Yes	\$235
2	High Performance Compute	Yes	\$235
3	Cloud Native Apps using Serverless	Yes	\$235
4	Modernize Apps	Yes	\$235
5	SAP on Azure	Yes	\$235
6	Linux on Azure	Yes	\$235
7	Dev Ops	Yes	\$235
8	Business Continuity & Disaster Recovery	Yes	\$235
9	Windows Server on Azure	Yes	\$235
10	Security & Management	Yes	\$235
11	Datacenter Migration	Yes	\$225

Licensing Solution Provider Agreement Number PSA-0001526

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	\$210
2	Security	Yes	\$222
3	GDPR & Compliance	Yes	\$222
4	Teamwork	Yes	\$215
5	Calling & Meetings	Yes	\$222
6	Modern Desktop	Yes	\$215
7	Office 365 Migration Assistance	Yes	\$215
7a	Mail	Yes	\$215
7b	Teams	Yes	\$215
7c	SharePoint	Yes	\$215
7d	OneDrive	Yes	\$215

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEHA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to: Attention: Rick Hai E-mail: RHai@rivco.org	Payment should be made to: Riverside County Information Technology 3460 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930
---	--

Company Name: Insight Public Sector, Inc.
Name: Steve Dodenhoff Title: President, Insight North America
Address: 6820 S. Hart Avenue
City: Tempe Zip Code: 85283 Telephone #: 480.333.3020
Fax #: 480.760.7002 Email: Steve.Dodenhoff@insight.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.



Signature

Steve Dodenhoff

Printed Name

September 12, 2019

Date

President, Insight North America

Title

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	Company name		Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
RIVCO Contract ID	RIVCO-20800-00x-xx/xx							
Microsoft Agreement Numbers	01E69633, 01E73134, AND NEW							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	87654321	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212

Licensing Solution Provider Agreement Number PSA-0001526

**Exhibit E
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

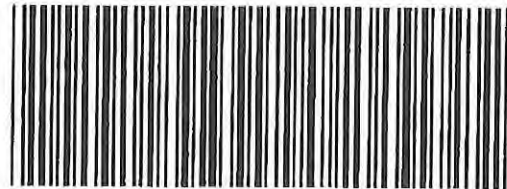
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Program Signature Form

MBA/MESA number		004-kayleed-S-04
Agreement number	808444S	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.



Contract/Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature* <i>[Signature]</i>
Printed First and Last Name* Richard R. Hai
Printed Title Sr. Procurement Contract Specialist
Signature Date* 08/22/2019
Tax ID

* indicates required field

FOR APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 SUSANNA N. OH
 8/22/19
 DATE

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date <small>(date Microsoft Affiliate countersigns)</small>	
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>	8/23/2019

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

[REDACTED] Agreement

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

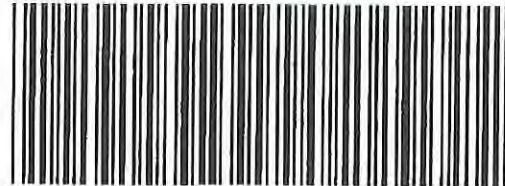
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

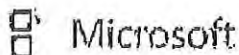
Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

Comments:



Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. ***Making copies of Products and re-imaging rights.***

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. **Term and termination.**

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- MBSA
- Agreement
- Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861
 Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

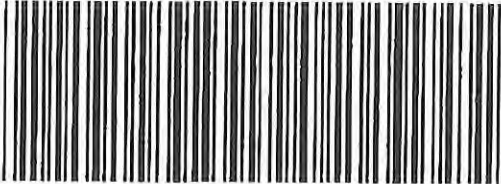
This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

<u>MSE#:</u> (MSLI Tracking Number)	5-0000004275258
<u>Doc Type:</u>	Amendments

Do not modify the formatting or spacing of this Form above this text

<u>Subsidiary:</u>	<u>Account Manager Name / Alias:</u>
Country: United States	
<u>LAR/LAD/ESA:</u> Insight Direct USA, Inc.	
<u>Program/Version</u> EA 6 2016	(Scanning Code)

ACCOUNT: County of Riverside	3
Outsourcer Name:	
Business Agreement Number:	
Master Agreement Number: 8084445	
Agreement Number:	
Purchase Order Number:	

Comments:

Amendment to Contract Documents

Agreement Number

808445
004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
 - a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, from SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

* The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/reviced or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD
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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

REVIEWED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Acceptance of Work and Notice of Completion for the Northeast Antioch Annexation Water and Sewer Facility Installation (P.W. 693)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Authorizing an amendment increasing the FY 19/20 Capital Improvement Budget for the Northeast Antioch Annexation Water and Sewer Facility Installation Project ("Project") in the amount of \$9,000 from the Water Enterprise Fund;
2. Approving the increase to the existing contract with Garney Pacific, Inc. ("Garney") in the amount of \$9,000 for a total contract of \$4,342,684; and
3. Accepting work and authorizing the City Manager or designee to file a Notice of Completion for the Project.

FISCAL IMPACT

Adoption of this resolution will increase the Water Enterprise Funds for this Project by \$9,000 and increase the existing contract with Garney by \$9,000 from \$4,333,684 to \$4,342,684. The funds from the Water Enterprise Funds utilized for this amendment will be reimbursed through the NE Annexation Area as funding becomes available.

DISCUSSION

On December 11, 2018, the City Council awarded a contract to Garney in the amount of \$4,096,000 for the installation of approximately 3,400 feet of domestic water main, 80 water services, 9,400 feet of sanitary sewer mains, 90 sanitary sewer laterals and 30 manholes. In addition, a sewer pipeline was bored across the BNSF railroad tracks on Viera Avenue and a new sewer syphon structure was constructed on Wilbur Avenue to mitigate a conflict with the existing storm drainage facility.

On February 11, 2020, the City Council authorized an amendment increasing the contract with Garney for the "Project" by \$237,684 for the of install a new water main on Contra

Loma Blvd. between Fitzuren Road and State Route 4. This pipeline had multiple failures causing an emergency condition and resulting in losing water service to an adjacent business. The damage to the water main was too extensive to repair and it was determined the facility needed to be replaced, including acquisition of permits required to perform working within the State Highway right of way, development of traffic and pedestrian traffic control plans, conducting exploratory excavation to locate all existing underground utilities crossing the new pipeline alignment and installation and testing the new pipeline.

All work on this project was completed on May 27, 2020.

ATTACHMENTS

A: Resolution

B: Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE FY 19/20 CAPITAL IMPROVEMENT BUDGET, ACCEPTING WORK
AND AUTHORIZING THE CITY MANAGER OR DESIGNEE
TO FILE A NOTICE OF COMPLETION FOR THE
NORTHEAST ANTIOCH ANNEXATION
WATER AND SEWER FACILITY INSTALLATION
(P.W. 693)**

WHEREAS, on June 25, 2019 the City Council adopted the 5 Year Capital Improvement Program 2019-2024, which included funding for the Northeast Antioch Annexation Water and Sewer Facility Installation ("Project");

WHEREAS, the Project was published and advertised in the East County Times on October 16, 2018 and October 17, 2018 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on November 20, 2018, and four (4) bids were received;

WHEREAS, the lowest responsive and responsible bidder was submitted by Garney Pacific, Inc. ("Garney") of Tracy;

WHEREAS, on December 11, 2018, the City Council awarded a contract to Garney in the amount of \$4,096,000 for the installation of approximately 3,400 feet of domestic water main, 80 water services, 9,400 feet of sanitary sewer mains, 90 sanitary sewer laterals and 30 manholes;

WHEREAS, a sewer pipeline was bored across the BNSF railroad tracks on Viera Avenue and a new sewer syphon structure was constructed on Wilbur Avenue to mitigate a conflict with the existing storm drainage facility;

WHEREAS, on February 11, 2020, the City Council authorized an amendment to install a new water main on Contra Loma Blvd. between Fitzuren Road and State Route 4, which had multiple failures and resulted in an emergency condition causing loss of water service to an adjacent business;

WHEREAS, in order to provide services in response to the emergency condition, the City increased the contract with Garney for the Project by \$237,684 for a total contract amount of \$4,333,684; and

WHEREAS, all work on the Project was completed on May 27, 2020 at a final contract price of \$4,342,684 in accordance with plans and specifications referred to therein.

Al

RESOLUTION NO. 2020/**

June 9, 2020

Page 2

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

1. The work on the Project is hereby completed and accepted.
2. The City Manager or designee is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof for the Project.
3. The City Manager or designee is hereby authorized to amend the FY 19/20 Capital Improvement Budget to include an additional \$9,000 from the Water Enterprise Fund for the Project.
4. The City Manager or designee is hereby authorized to increase the existing contract with Garney for this Project in the amount of **\$9,000** for a total contract price of **\$4,342,684**.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 9th day of June, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

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

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR THE
NORTHEAST ANTIOCH ANNEXATION
WATER AND SEWER FACILITY INSTALLATION
IN THE CITY OF ANTIOCH
(P.W. 693)**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on May 27, 2020 the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Garney Pacific, Inc. was completed.
5. The surety for said project was The Continental Insurance Company and Liberty Mutual Insurance Company, as Co-Sureties.
6. This project consisted of installing sewer and water pipe mains with residential services, including jack and bore at a railway crossing, manholes, and fire hydrants located along Santa Fe Avenue, Walnut Avenue and Bown Lane and the private roadways of Santa Fe Avenue, Vine Lane and Stewart Lane.

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

Date


John Samuelson, P.E.
Public Works Director/City Engineer
City of Antioch


CITY OF
ANTIOCH
CALIFORNIA


STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Junming Li, Junior Engineer 

REVIEWED BY: Scott Buenting, Project Manager 

APPROVED BY: John Samuelson, Public Works Director/City Engineer 

SUBJECT: Acceptance of Work and Notice of Completion for the Prewett Park Deck Coating Replacement, (P.W. 567-8)

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution accepting work and authorizing the City Manager or designee to file a Notice of Completion for Prewett Park Deck Coating Replacement ("Project").

FISCAL IMPACT

The fiscal year 2019/2020 Capital Improvement Budget includes \$500,000 for this work through the General Fund and \$25,000 through the Recreation Fund for construction of the Project.

DISCUSSION

On January 14, 2020, the City Council awarded this project to Top Line Engineers, Inc. ("TLE") of Hayward in the amount of \$522,280. This project consisted of replacing the deck coating with custom scorelines along the primary promenade walk and various locations throughout the park due to the deteriorated coating and improved the health and safety hazards for employees and daily visitors.

All work on this project was completed on May 25, 2020 at a final contract price of \$522,280.

ATTACHMENTS

- A: Resolution
- B: Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION ACCEPTING WORK AND DIRECTING
THE CITY MANAGER OR DESIGNEE
TO FILE A NOTICE OF COMPLETION FOR THE
PREWETT PARK DECK COATING REPLACEMENT PROJECT
(P.W. 567-8)

WHEREAS, on June 25, 2019 the City Council adopted the 5 Year Capital Improvement Program 2019-2024, which included funding for the Prewett Park Deck Coating Replacement ("Project");

WHEREAS, the Project was published and advertised in the East County Times on November 20, 2019 and November 21, 2019 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on December 17, 2019, and four (4) bids were received;

WHEREAS, the lowest responsive and responsible bidder was submitted by Top Line Engineers, Inc. of Hayward;

WHEREAS, on January 14, 2020, the City Council awarded a contract to Top Line Engineers, Inc. in the amount of \$522,280 for the replacement of the deck coating with custom scorelines along the primary promenade walk and various locations throughout the park due to the deteriorated coating;

WHEREAS, the replacement of the deck coating reduces the health and safety hazards for employees and daily visitors by increasing traction for those who travel over it by foot; and

WHEREAS, all work on the Project was completed on May 25, 2020 at a final contract price of \$522,280 in accordance with plans and specifications referred to therein.

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

1. The work on the Project is hereby completed and accepted.
2. The City Manager or designee is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof for the Project.

* * * * *

AI

RESOLUTION NO. 2020/**

June 9, 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 9th day of June, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

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

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR
PREWETT PARK DECK COATING REPLACEMENT PROJECT
IN THE CITY OF ANTIOCH
(P.W. 567-8)**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on May 25, 2020 the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Top Line Engineers, Inc. was completed.
5. The surety for said project was Western Surety Company.
6. This project consisted of replacing the deck coating with custom scorelines along the primary promenade walk and various locations throughout the Prewett Water Park located at 4701 Lone Tree Way, Antioch, California.

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

Date


John Samuelson, P.E.
Public Works Director/City Engineer
City of Antioch


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager 

APPROVED BY: John Samuelson, Public Works Director/City Engineer 

SUBJECT: Brackish Water Desalination Project, P.W. 694

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to authorize the City Manager to execute the agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project ("Project") in the amount of \$4,414,210.

FISCAL IMPACTS

The fiscal year 2019/2020 Capital Improvements Budget includes adequate funding through the Water Enterprise Fund for work related to the Project including construction management. The costs associated with this contract are eligible for reimbursement under the Drinking Water State Revolving Fund Loan that is expected to be executed in the near future.

DISCUSSION

The Project is being implemented to improve the City's water supply reliability and provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant.

This project includes the construction of a brackish water desalination facility located within the fence line of the City's existing Water Treatment Plant ("WTP") with a capacity of 6 million gallons per day ("mgd"). The project also includes relocation and replacement of the City's existing San Joaquin River intake pump station with a new pump station including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP. In addition, the Project includes the construction of a 4.3 mile long brine disposal pipeline from the new desalination facility to the existing Delta Diablo Wastewater Treatment Plant (Delta Diablo) outfall to convey approximately 2 mgd of brine for discharge from Delta Diablo's existing wastewater outfall.

On March 25, 2020, staff contacted four (4) firms requesting proposals for construction management services including providing a constructability of review of draft design documents, field engineering services, construction inspection and project administration services related to contractor compliance with all permits, agreements, and environmental requirements related to the Project.

On April 23, 2020, proposals were received from CDM Smith, Inc. of Walnut Creek and Psomas of Walnut Creek. Based on the content of the proposals and discussions each firm had with the City and outside consulting staff, CDM Smith, Inc. was selected as the most qualified firm to provide the services required for this project. Staff has subsequently met with representatives of CDM Smith, Inc. to develop the scope of work and cost proposal for the Project.

ATTACHMENTS

- A. Resolution
- B. Scope of Work

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH CDM
SMITH, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
BRACKISH WATER DESALINATION PROJECT
P.W. 694

WHEREAS, the City is striving to improve the water supply reliability and operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management, and to allow water usage from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant;

WHEREAS, the City desires to begin the construction of a brackish water desalination facility located within the fence line of the City's existing Water Treatment Plant ("WTP") with a capacity of 6 million gallons per day ("mgd") which includes relocation and replacement of the City's existing San Joaquin River intake pump station with a new pump station, including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP;

WHEREAS, the City desires to begin the construction of a 4.3 mile long brine disposal pipeline from the new desalination facility to the existing Delta Diablo Wastewater Treatment Plant ("Delta Diablo") outfall to convey approximately 2 mgd of brine for discharge from Delta Diablo's existing wastewater outfall;

WHEREAS, on March 25, 2020, City staff contacted four firms requesting proposals for construction management services including providing a constructability of review of draft design documents, field engineering services, construction inspection and project administration services related to contractor compliance with all permits, agreements, and environmental requirements related to the Brackish Water Desalination Project ("Project");

WHEREAS, on April 23, 2020, City received proposals from CDM Smith, Inc. of Walnut Creek and Psomas of Walnut Creek;

WHEREAS, City selected CDM Smith, Inc. as the most qualified firm to provide the services required for this Project; and

WHEREAS, the City Council has considered authorizing the Agreement with CDM Smith, Inc. for construction management services for this project in the amount of \$4,414,210.

RESOLUTION NO. 2020/**

June 9, 2020

Page 2

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project in the amount of \$4,414,210 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 9th day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

Scope of Work

Project Overview

The Brackish Water Desalination Project (Project) is being implemented to improve the City's water supply reliability and provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from its river source year-round, even when the salinity is above levels normally treated at its existing conventional Water Treatment Plant (WTP).

The project consists of the following main components:

- New intake pump station and fish screen to replace existing river intake facilities consisting of three 8 mgd (million gallons per day) pumps (two duty, one standby), two intake pipelines and fish screens, and associated appurtenances.
- New raw water pipeline segment approximately 3,000 feet long and 30-inch diameter that connects the City's existing raw water pipeline directly from the River to the WTP.
- A desalination plant with a finished water capacity of 6 mgd and related facilities, including reverse osmosis (RO); post-treatment systems; chemical feed and storage facilities; brine conveyance facilities; and other associated non-process facilities. The existing WTP (Plant A) will provide pre-treatment of the raw water prior to RO treatment.
- A new pipeline approximately 4.3 miles long that conveys brine from the desalination facility to the existing outfall of the Delta Diablo (DD) Wastewater Treatment Plant (WWTP).

The engineer's construction cost estimate for the Brackish Water Desalination Project is \$58,000,000.

CDM Smith's scope of work consists of the following tasks:

- Task 1 – Constructability Review
- Task 2 – Construction Management Services
- Task 3 – Field Engineer Services
- Task 4 – Construction Inspection Services
- Task 5 – Project Administration Services
- Task 6 – Project Stabilization Agreement Services

General Assumptions

- CDM Smith will report to the City's Project Manager, Scott Buenting.
- The Project is being designed and constructed as a single project.
- CDM Smith's services and budget are based on a total project construction duration of 24 months, with construction starting in October 2020 and ending in October 2022.
- The City intends to setup formal partnering sessions between executives of the project delivery teams (the City, CDM Smith, Carollo Engineers (Carollo) - Design Engineer, and General Contractor to be selected). The partnering sessions will be facilitated by the City; however, a third-party facilitator will be engaged, if the need arises. Costs for a third-party facilitator, if engaged, will be covered by the City.
- CDM Smith will coordinate with the Design Engineer who will provide the following services to the City during construction:
 1. Attend Project Meetings
 2. Shop Drawing Review
 3. Review of Vendor Tests, Certifications, Reports
 4. Respond to Requests for Information
 5. Change Order Assistance (Design Modifications)
 6. On Site Design Staff
 7. Final Record Drawings
 8. Factory Inspection
 9. Project Closeout Meetings
 10. O&M Manuals and Training
 11. Start-Up Assistance
 12. Project Funding Oversight
- The selected Construction Contractor (Contractor) will provide a field trailer for up to 6 CDM Smith staff members. The trailer will be equipped with office furniture (desks and chairs), air conditioning, a small kitchenette, high speed internet, a color printer capable of printing and scanning 11"x17" sheets, filing cabinets, shelves, a restroom, and potable water. CDM Smith will supply computer/laptops for its staff. Monthly utility (e.g., electrical, internet, garbage, water) costs for CDM Smith's trailer will be paid by either the City or the Contractor.
- Either the Contractor's trailer or the CDM Smith trailer will be equipped with a large conference table and chairs for holding the weekly construction meetings.
- Geological or geotechnical services during construction are not included in this scope of work. We assume that the Design Engineer will provide those.
- CDM Smith will not supervise, direct or have control over the Construction Contractor's work nor will CDM Smith have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of

Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CDM Smith neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Task 1 – Constructability Review

Objective:

To perform a review of the construction bid documents for bid-ability, constructability, and identification of changes to mitigate potential conflicts or change orders during construction.

Approach:

CDM Smith will complete the constructability review on the 90 percent design documents being prepared by Carollo. The constructability review will include:

- Review of the contract documents for clarity, consistency, completeness, and the ease of construction to facilitate the achievement of overall project objectives.
- Review the contract documents to identify interfaces and potential interfaces between adjacent contracts/facilities.
- Review the contract documents for any observed omissions, inconsistencies, etc. among the contract requirements.
- Review the contract documents for vagueness and ambiguities to minimize change orders.
- Review specific schedule requirements, including sequence of construction, permitting work windows, phasing/phase transitions, milestones, funding requirements, and overall project duration, including impact of equipment lead times and storage requirements to help verify coordination and prevent interruptions to existing operations.
- Review of the Engineer's opinion of probable construction cost for completeness, accuracy, and considering market conditions.
- If applicable, make recommendations for the use of more cost-effective alternative materials or design concepts.

Constructability Review considerations will include:

- Plant shutdowns, tie-ins, and interim operations (piping, PG&E, other).
- Construction phasing and coordination with General Contractor and Pacific Gas and Electric (PG&E).
- Commissioning, start-up, testing, and training activities.
- Adequacy of the operational training requirements and durations.
- O&M manual development and documentation.

- Environmental Mitigation and Monitoring Plan requirements.
- Geotechnical requirements.
- Availability of materials/equipment.
- Coordination and documentation of pre-negotiated equipment and services.

Activities by CDM Smith to complete this task include:

- Up to 5 CDM Smith team members will make a one-day (8-hour) site visit to the City's river intake site, WTP, and pipeline route to facilitate understanding of existing conditions as part of the constructability review.
- Within 1 week of the site visit, complete constructability review and prepare a report listing the review comments to be presented and discussed in a workshop with the City and Design Engineer.
- Approximately 1 week after submitting the report, facilitate and attend a workshop that will last up to two (2) consecutive 8-hour days to present the findings from the review phase. Up to 4 CDM Smith team members will attend the workshop in person. In addition, up to 3 other CDM Smith team members will call into the workshop for durations of 2-4 hours each to discuss the comments from their specific review.
- CDM Smith will incorporate the comments, recommendations, and decisions made during the workshop into the final meeting notes for the City.

Assumptions:

- Only one version of the constructability review report will be prepared (i.e., no draft and final version).
- The workshop notes will serve to document final recommendations and decisions.
- The constructability review report will consist of lists of comments and recommendations, direct markups on drawings (in Bluebeam format) and suggested edits or comments to specifications (in Word format, Track Changes mode) and will not include exhaustive narrative.

Deliverables:

- Report listing the constructability review comments to be presented and discussed at workshop.
- Agenda for constructability review workshop in Microsoft Word format
- Notes for constructability review workshop in Microsoft Word format. These will include any comments, recommendations and decisions made at the workshop.

Task 2 - Construction Management Services

Objective:

To provide coordination, oversight and administration of the construction contract and management of the CDM Smith team. CDM Smith's Construction Manager (CM) will report to the City Project Manager, Scott Buenting.

Approach:

The activities under this task will be led by CDM Smith's construction manager (CM), and include:

2.1 Project Coordination Services

- 2.1.1 Maintain ongoing interaction and communication with the City's Project Manager, the General Contractor, and Design Engineer.
- 2.1.2 Prepare a Construction Management Plan (CMP), which will include the following items:
 - 2.1.2.1 Organizational Structure: Provide the project's organization, individual assignments, duties and responsibilities, phone numbers, lines of authority, and methods for interfacing with the City, General Contractors and Design Engineer.
 - 2.1.2.2 Project Control System: CDM Smith and the Contractor will use e-Builder as the document management program. The most recent update of Bluebeam Revu will be used as the PDF program for this project. The Contractor shall keep an updated handwritten as-built set and a Bluebeam copy of the as-built set.
 - 2.1.2.3 Meeting and Occurrence Procedures: Establish schedules, notices, agendas, meetings, reporting procedures, documentation requirements, and acceptance processes in a timely manner.
 - 2.1.2.4 Quality Control and Quality Assurance: Establish procedures, laboratory testing, coordination checks and construction inspections activities. Provide separate sections for each facility.
 - 2.1.2.5 Project Risk Assessment: Prepare a risk register and narrative of potential risks for the Project.
 - 2.1.2.6 Contract Compliance Procedures: Describe procedures for expediting and processing submittal reviews, clarifications, change orders, environmental monitoring/compliance, grant/loan requirements, and contract close out activities.
 - 2.1.2.7 CM Safety Approach: Describe the project safety approach to be utilized by CDM Smith staff. The responsibility of the on-site project safety will be the General Contractor; however, CDM Smith will

review and oversee the General Contractor's safety procedures throughout the duration of the project. This will include involving inspectors to verify safety procedures are followed on all activities.

- 2.1.2.8 Distribute a draft of the Construction Management Plan (CMP) to the City within 60 days from the issuance of the Professional Services Agreement for review and approval by the City.
- 2.1.2.9 CDM Smith will incorporate the City's comments and revise the CMP within 10 days from receipt of comments.
- 2.1.3 Prepare a monthly narrative written report to the City on the progress of CDM Smith's work and significant changes in scope of work, cost, or schedule.
- 2.1.4 Review, analyze and comment on the general contractor's initial critical path method (CPM) schedule along with all the monthly updates submitted by the general contractor. Closely monitor the general contractor's activities and make sure that the field activities and the duration of those activities match the information presented in the CPM schedule. Any deviations should be incorporated into the general contractor's subsequent monthly update.
- 2.1.5 Establish a cost control system for monitoring and updating the status of the project costs and budget throughout the project. The cost control system will be computerized and will integrate cost and schedule. Report on a regular basis the status of the project cost and budget. The CM will coordinate with the City on any variances of the actual cost and budget.
- 2.1.6 Prepare scopes of work for all materials and soils testing laboratory work, specialty factory inspection, and survey services if requested. CDM Smith will hire directly any material and soil testing laboratory, specialty factory and specialty field inspection (i.e., welding, poling, roofing, structural steel) services. The CM will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the various project stakeholders.
- 2.1.7 Establish and maintain information systems compatible with the City's standard system requirements as mutually agreed at start of Project.
- 2.1.8 Provide monthly invoices, in a form acceptable to the City that identifies each individual's actual hours on the project. Provide supporting invoices for direct and subcontracted costs. All invoiced costs will indicate the associated project name and the City project number.
- 2.1.9 Provide all project correspondence (Submittals, RFIs, Meeting Notes, Schedules, etc.) as searchable pdf files or raw Word docs on an external hard drive at the end of the contract.
- 2.2 Pre-construction Services
 - 2.2.1 Attend pre-bid meeting and assist the City in receiving and evaluating bids,

prepare a summary form to use in the bid evaluation to verify that bidders submit all required documentation specified in the bid documents, and provide support in recommending award.

- 2.2.2 Schedule, notify appropriate parties, and conduct the Pre-construction Conference with the project contractor. The meeting will cover the overall project objectives, responsibilities of key personnel and agencies, schedule, schedule of values (bid breakdown), procedures for handling submittals, correspondence, local agency permit requirements, requests for clarification, progress payments, change orders and other pertinent topics. Provide opportunities to have the Contractor's questions answered. The meeting will emphasize the project's philosophy of teamwork and cooperation as goals to achieve a safely constructed project, built on schedule, and in accordance with all quality requirements. The CM will be responsible for preparing meeting minutes.

2.3 Operation and Maintenance Manuals and Warranty Expiration

- 2.3.1 Coordinate the assimilation of operation and maintenance manuals as provided by the Design Engineer and the Contractor. Verify that the number and content of the manuals are complete and accurately reflects the work installed. Organize three copies of the material into presentation binders and one electronic copy on an external hard drive in a form acceptable to the City's Operations and Maintenance Department. Each operation and maintenance manual will include, but not be limited to:

2.3.1.1 Catalog cuts on equipment, factory test reports, recommended list of spare parts, maintenance schedules, list of suppliers and phone numbers, electrical wiring diagrams and programming ladder logic printouts.

2.3.1.2 A list of special equipment requirements and precautions.

- 2.3.2 Prepare a Warranty Expiration spreadsheet for the project. This spreadsheet should contain major equipment items and be broken down into specific process areas and include a Product Name, Manufacturer, Serial Number, Warranty Period and Warranty Expiration Date for each piece of equipment. Provide the spreadsheet data on an external hard drive format.

2.4 Operation and Maintenance Items

- 2.4.1 Shutdown Tie-In Coordination: Oversee and participate in Shutdowns and Tie-in coordination with the Contractor and the City Operations to facilitate the transitions between Contractor scope of work and the City plant operations. The Contractor will be required to submit a complete and approved Shutdown Tie-in (SDTI) form two weeks in advance of any shutdown work. Initial preparations of the SDTI forms should be commenced well in advance of the two-week time frame.

- 2.4.2 Assist in coordinating shutdowns at Delta Diablo WWTP for installation of

brine disposal facilities.

- 2.4.3 **Asset Management Coordination:** Oversee the development of the asset management equipment upload spreadsheet to be prepared by the Contractor. The spreadsheet will be used by the Contractor to populate and will provide the necessary information to the City. The spreadsheet should be continuously updated throughout the construction phase.
- 2.4.4 **Lock Out Tag Out Documentation:** Develop the Lock Out Tag Out (LOTO) documentation for all the process equipment. This task will be done in coordination and with input from the City Operations and Maintenance staff.
- 2.4.5 **Job Hazard Analysis:** Develop Job Hazard Analysis populated forms for typical activities to be performed by Operations and Maintenance during shutdowns, equipment rehabilitation or replacement, etc. for all unit processes.

Assumptions:

- The document management system will be by e-Builder.
- The budget includes an allowance for up to 15 software licenses from e-Builder. Additional licenses can be provided as an optional additional service.

Deliverables:

- As stated within the activities listed in this Task.

Task 3 – Field Engineer Services

Objective:

To provide field engineering services for the completion of the activities within this task.

Approach:

The Field Engineering services will include the following activities:

- 3.1 **Document Control.** Document all relevant project communications and promptly distribute to the City and applicable parties. All original project documents and final project reports will be furnished to the City 60 calendar days following filing of the Notice of Completion. These documents and reports will also be furnished in electronic format.
- 3.2 **Project Correspondence.** Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of requests for information, change orders, progress payment requests, progress meeting reports, daily inspection reports, environmental monitoring and training documentation, and all other project correspondence.
- 3.3 **Construction Progress Reports.** A monthly progress report (five copies) will be prepared and submitted to the City and will include the following elements:
 - 3.3.1 A summary of the prior month's main accomplishments and current

construction activities.

3.3.2 Overall contractor's conformance to contract schedule and quality requirements.

3.3.3 Identification of key problems, action items and issues along with recommendation for solutions, and final resolution of problems identified.

3.3.4 Summary of progress payments, change orders, disputes, submittals, RFI's and notices of noncompliance.

3.3.5 Photographs of representative project activities.

3.3.6 Assist the City in preparing Annual Progress reports for DWR grant compliance.

3.4 Construction Progress Meetings. Schedule and lead weekly construction progress meetings with the Contractor, Design Engineer and the City. Provide meeting agendas and discuss the schedule, near-term activities, submittals, RFIs, change orders and any problems that need resolution. Prepare meeting notes with identified action items. Prepare and distribute the meeting notes, including sign in sheets, to the attendees within two working days and include the notes in the monthly progress reports.

3.5 Interpret Plans and Specifications

3.5.1 Inspect construction activities to verify that the work is in accordance with the contract documents.

3.5.2 Receive and create a log for all Contractor RFIs and submittals. CDM Smith will review submittals related to specification Divisions 0 and 1 that are not within the scope of the Design Engineer to review. All other submittals will be reviewed by the Design Engineer.

RFIs addressed to the City or seeking information that can be more effectively provided by CDM Smith will be reviewed and responded to by CDM Smith after getting input from the City. All other RFIs will be reviewed and responded to by the Design Engineer.

CDM Smith will immediately transmit submittals and RFIs under the responsibility of the Design Engineer for their review and response. CDM Smith will then monitor the Design Engineer review time to verify it does not exceed the contractual time limits, and then after receiving a response from the Design Engineer immediately transmit the information to the Contractor.

3.5.3 Lead resolution of day-to-day construction issues raised. Coordinate with Inspectors, Design Engineer, Contractor and the City as required to reach resolution.

3.5.4 Obtain and maintain key specification referenced standards including: local and regional specifications, codes, standards, publications, regulations, applicable permitting criteria from local, state, and federal agencies, standard drawings and specifications of the local agencies, and related documents as referenced in the contract documents and as required to perform the work. Make such

documents available for review by the Contractor, the City and other interested parties.

- 3.6 Contractor's Change Orders and Disputes
- 3.6.1 Identify, prepare, log and monitor all contract potential change orders, extra work, change orders and disputes.
 - 3.6.2 Resolve scope of extra work and changes to the contract with the Contractor and obtain the City approval.
 - 3.6.3 Prepare written justification, schedule impact and cost estimates for each change order and negotiate costs with the Contractor. Justification will include: a statement of the extra work or change; detailed description of the extra work or change; background leading to the issue; resolution alternatives and resolution recommendation for action by the City. Submit change orders to the City for approval within seven days of the finalization of negotiations.
 - 3.6.4 Assist and support the City in analyzing, responding to, negotiating, and resolving any disputes. CDM Smith will report all verbal and written disputes immediately to the City's Project Manager and coordinate all disputes with him as well.
- 3.7 Inspection Reports. Review daily inspection reports for completeness in documenting the Contractor's work and for potential change order items or deviations from the contract documents.
- 3.8 Payment Requests. Review contractor's monthly payment request with the project inspectors.
- 3.9 Special Testing. Coordinate and schedule special testing and inspections such as: materials, soils, welding, factory witness, and coatings.
- 3.10 Record Drawings. Coordinate tracking of record drawings. Review the contractor's record drawings with inspectors on a weekly basis. Confirm that the Contractor's record drawings identify RFIs, shop drawing revisions, change order modifications, etc. and are updated weekly. Submit record drawings to Design Engineer at 25, 50, 75 and 100 percent completion. Provide electronic files upon contract completion.
- 3.11 Schedules: Conduct a review of the Contractor's baseline and monthly CPM schedules. Review Contractor's two week "look ahead" schedules and coordinate inspection staffing needs.
- 3.12 Submittals: Review all non-technical and some technical submittals if directed by the City. The level of effort for the review of submittals will be determined prior to each task assignment.
- 3.13 RFIs Reviews: Discuss responses to RFIs and submittals with the Design Engineer as required.
- 3.14 RFIs Responses: Coordinate RFIs and submittal responses with appropriate inspection staff.

-
- 3.15 Daily Construction Photos: Electronically photo-document ongoing construction daily. Prepare written description for each digital photo and provide documentation. Save all daily photos electronically in a photographic database with all photos identified by a detailed and descriptive file name. This database will be turned over to the City at the completion of the construction contracts.
- 3.16 Inspection Reports: Review and approve inspector's daily reports for format and content prior to submitting to the document management system.
- 3.17 Project Closeout.
- 3.17.1 Prepare detailed project punch lists at substantial completion of the project. Coordinate the correction of deficiencies and schedule, coordinate and conduct a final walk-through prior to the acceptance of work with the Design Engineer, the City's Operations and Maintenance Department and other staff as directed by the City's Project Manager.
- 3.17.2 Check and submit final payment requests by the Contractors following filing of Notice of Completion.
- 3.17.3 Review and certify that the Contractor's project record drawings are complete and accurate.
- 3.17.4 Compile and submit operation and maintenance manuals, instruction manuals, parts lists, spare parts, and warranties for equipment procured as required by the contract documents.
- 3.17.5 Coordinate operator training for use of any specialty equipment.
- 3.17.6 Prepare a final executive summary report which provides a complete overview of the contract, Contractor's performance, accomplishments, a comparison of preliminary and final project costs, cash flows, schedules, and recommendations for alleviating design, construction management, and construction problems experienced on the project, 60 calendar days following the filing of the Notice of Completion.
- 3.17.7 Furnish all original project documents and final project reports to the City within 60 calendar days following filing of the Notice of Completion. Provide the City support for processing final paperwork following Notice of Completion. Project documents will be delivered to the City in form and fashion acceptable to the City. Deliver the original project documents to the City Project Manager in storage boxes with all documents labeled in accordance with the project filing system and in standard file folders. Files are to be placed in boxes by sequential file number. Prepare a sheet for each box listing the contents. Deliver the electronic files and documents created during the project labeled with the project name.
- 3.18 Project Start-up. Provide the level of effort to inspect and monitor the Contractor's work for all individual systems commissioning and start-up as well as overall plant start-up.

Assumptions:

- An allowance of 80 hours is included in the budget for this task for providing support from a commissioning specialist during startup and testing activities. If additional support is needed, it can be provided as an optional additional service.

Deliverables:

- As stated within the activities listed in this Task.

Task 4 – Construction Inspection Services

Objective:

To provide inspection to verify that the Contractor’s work complies with the construction contract documents.

Approach:

The construction inspection services will include the following activities:

- 4.1 Construction Inspection - Provide full time inspection by qualified inspectors to verify that the Contractor’s work is in compliance with the contract documents. Inspectors will be knowledgeable in the area assigned. For example: inspectors with appropriate expertise will provide piping, electrical, instrumentation, controls and treatment plant inspection. Special inspection will also be provided by the CDM Smith. Prepare daily reports of the construction activities including weather conditions, Contractor’s equipment and labor, work performed, materials used, site visitors, note delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to specifications and provide a timely response. Perform technical inspection at the jobsite or off-site of materials and workmanship in accordance with the Contract Documents. The inspectors will not authorize extra work or approve of work that deviates from the contract documents.

CDM Smith will also provide all the required soils testing, material testing, and special testing throughout the duration of the Project. All testing reports deliverables will be submitted to the City in a timely fashion as to not delay the work of the Contractor at any time.

The CDM Smith’s construction inspectors will be paid in conformance with SWRCB, DWR, and Project Stability Agreement requirements.

Assumptions:

- The budget allocated assumes two (2) full time lead inspectors: one for the treatment facilities and another for the pipelines.
- An allowance of \$50,000 is included in the budget for specialty inspection since the specific specialty inspection requirements are not yet available at the time of preparing this scope

of work and budget. Additional specialty inspection beyond this allowance can be provided as an optional additional service.

- An allowance of \$50,000 is included in the budget for materials testing since the specific testing requirements are not yet available at the time of preparing this scope of work and budget. Additional materials testing beyond this allowance will be provided can be as an optional additional service.

Deliverables:

- As stated within the activities listed in this Task.

Task 5 – Project Administration Services

Objective:

To provide administrative services to support the overall construction management of the Project.

Approach:

The project administration services will include the following activities:

5.1 Project Administration - The project administration assistant will perform clerical support functions, including composing documents, project documentation/filing, printing and reviewing reports, overseeing the administrative portion of State funding requirements, processing invoices; maintaining databases, and preparing meeting agendas, detailed meeting minutes, action logs, etc. Also, assists in the change order process, invoice tracking, meeting agendas, and recommends solutions in coordination with the CM.

5.2 Meetings

CDM Smith will lead the meetings described below. Throughout all phases of the projects, the Contractor will be responsible for providing meeting agendas, maintaining sign-in sheets, preparing meeting handouts, taking notes, and preparing draft/final meeting minutes. CDM Smith will also take notes to verify comprehensive meeting minutes are captured.

Kickoff Meeting - Prior to the initiating work on the Project, CDM Smith will review necessary documents and will attend an informal meeting to receive the City's input. It is anticipated that the CDM Smith's core project team including the CM, Field Engineer, and Principal-in-Charge will be in attendance. The City's Project Manager will provide a presentation on the scope and schedule of the Project followed by a discussion between the City's core project team and CDM Smith. CDM Smith's PM and Field Engineer will also attend separate kickoff meetings with the State Water Resources Control Board (SWRCB) and the Department of Water Resources (DWR) staff at the project site.

Weekly Meetings - A weekly meeting will be conducted between the City and CDM Smith's construction manager to review the status of action items and deliverables of

the Contractor prior to the Project construction weekly progress meeting. The meeting will be conducted in person and is anticipated to have a scheduled duration of one hour. CDM Smith will also attend the weekly Project construction progress meeting conducted by the Contractor. The weekly Project construction progress meeting is anticipated to have a scheduled duration of two hours.

Partnering Meetings – CDM Smith will participate in formal partnering to promote cooperation by attending quarterly two-hour meetings designed to bring the project stakeholders (the City, CDM Smith, Design Engineer, and General Contractor) together at the executive level. These meeting will focus on the project status, any project goals, resolving any disputes, and promoting cooperation.

CDM Smith Meetings – It is anticipated the CDM Smith will schedule meetings on an as needed basis with the City Project Manager for the purpose of obtaining information to complete tasks assigned by the City’s Project Manager. CDM Smith may also be requested to attend meetings with SWRCB and DWR staff.

5.3 Grants and Loans

The City is in the process of applying for Drinking Water State Revolving Fund loans and has received a Prop 1 DWR Desalination Grant. The City will be responsible for the preparation, application fees, and processing of any required documentation. CDM Smith will be required to comply with all applicable Federal and State requirements associated with any grants or loans obtained from these sources.

5.4 Delineation of Responsibilities

The attached Table 1 (11"x17" table) summarizes responsibilities of the City, CM, Design Engineer, and Contractor related to grants and loan reporting requirements.

Assumptions:

- Partnering meetings will be held at the City’s facilities and will be facilitated by the City or by a third-party facilitator.

Deliverables:

As stated within the activities listed in this Task.

Task 6 – Project Stabilization Agreement Support Services

Objective:

To provide the Coordinator services as outlined in the Project Stabilization Agreement (PSA) signed by the City and the Contra Costa County Building & Construction Trades Council and its Affiliated Local Unions dated March 6, 2019.

Approach:

CDM Smith and its subconsultant Michael Vlaming of the law firm Vlaming & Associates, a specialist in PSAs, will serve as the City’s Coordinator to administer the PSA. As required by

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article 2.6 of the PSA, CDM Smith or its subconsultant will not have authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the City.

The Coordinator Activities in the administration of the PSA as written in the PSA include:

- 6.1 Facilitate a Pre-job Conference/Mark Up Meeting between the Contractor and its subcontractors (collectively referred to as Contractors in the PSA) and union representatives as required by Article 8 of the PSA. Other City representatives may attend at their option. CDM Smith will facilitate any additional Pre-Job Conference and/or Mark-Up meetings upon request of any Union(s) or Contractors as allowed under Article 8.3 of the PSA.
- 6.2 Facilitate the monthly joint Labor/Management meetings required under Article 9 of the PSA, which will include the Contractor and signatory Unions. The objective of these meeting is to promote harmonious labor/management relations, adequate communication, and advance the proficiency and efficiency of the craftspersons and the Contractors and subcontractors on the Project. Other City representatives may attend at their option.
- 6.3 Facilitate site visits by representatives of the Unions during working hours as requested.
- 6.4 Verify that Contractor submits certified payroll records as required by the contract specifications.
- 6.5 Participate in Disputes Resolution meetings between Contractor and Unions, if requested by the City, and as allowed by the PSA. Note that the PSA includes detailed procedures for resolving grievances and disputes between the Contractors and the Unions, including arbitration procedures and named arbitrators. Accordingly, the City, CDM Smith and its subconsultant will not be involved in any arbitration proceedings.---

Assumptions:

- Only one Pre-Job Conference/Mark Up Meeting will be required.
- CDM Smith's subconsultant and either CDM Smith's Construction Manager of Field Engineer will attend the 3-hour Pre-Job Conference/Mark Up Meeting.
- Up to 24 monthly 2-hour joint Labor/Management meetings will be held.
- CDM Smith's subconsultant and either CDM Smith's Construction Manager of Field Engineering will attend the monthly joint Labor/Management meetings.
- We have allocated budget for CDM Smith's subconsultant and for one CDM Smith staff member to attend up to 3 grievances/dispute resolution meetings.
- The location of all these meetings will be within Contra Costa County, likely at one of the Union Halls.

-
- If participation by CDM Smith and/or its subconsultant is required in additional meetings beyond those listed above, it can be provided as an optional additional service.

Deliverables:

- Meeting agendas and meeting notes.

Fees

The project will be billed on a time and materials basis with a not-to-exceed upper limit. Exhibit B presents the estimated level of effort and budget for the project.

Table 1 – Responsibility matrix for grants and loan reporting requirements.

SRF and DWR Grant Reporting Requirements					
Federal or State Reporting Requirement/Action	Frequency	Notes	Task Lead City/ Design Engineer	CM	Contractor
During Bid Phase					
Davis Bacon Compliance and Prevailing Wage inclusion in Bid Documents	Bid documents 10 days prior to bid opening	Inclusion of both Prevailing Wage and Davis Bacon Compliance Requirements in Bid Documents City to issue via Addendum most recent Davis Bacon Wages to all Bidders	X		
Documents and Forms to be Submitted with Contractor Bid Documents					
Active Registration with Department of Industrial Relations	At time of bid submittal and for project duration				X
DBE Good Faith Effort Documentation	During bid period and prior to bid opening	Contractor to perform delineated Good Faith Efforts in solicitation of DBE's permit contract documents.			X
DBE Good Faith Effort Documentation	As Needed to Report Issues At time of bid submittal At time of bid submittal Within 10 days of bid	Bidders must submit: <ul style="list-style-type: none"> • DBE Sub-Contractor Participation Form (SWRCB Form 4500-2) • DBE Sub-Contractor Performance Form (SWRCB Form 4500-3) • DBE Subcontractor Utilization Form (SWRCB Form 4500-4) • DBE GFE Supporting Documentation 			X
DBE Good Faith Effort Documentation	At time of Bid Evaluation prior to Award	Review documentation and confirm that bidders have complied with DBE requirements and conducted Good Faith Effort.		X	
Itemized Construction Cost Breakdown; Construction and Payment Schedules	Within 10 days after effective date of contract	<ul style="list-style-type: none"> • Schedule of Values or itemized construction costbreakdown (including quantities and prices of items total project cost) • Construction Progress Schedule • Payment Schedule 			X
Debarment and Suspension Certification	At time of bid submittal	Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion or an explanation if it can't certify			X
Federal Labor Standards Provision*	At time of bid submittal	Division 0 specs have document requiring contractor to acknowledge requirement to comply with Federal Labor Standards			X
American Iron and Steel*	At time of bid submittal	Division 0 specs have document requiring contractor to acknowledge requirement to comply with AIS			X
DBE Requirements*	At time of bid submittal	Division 0 specs have document requiring contractor to acknowledge requirement to comply with DBE			X

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SRF and DWR Grant Reporting Requirements					
Federal or State Reporting Requirement/Action	Frequency	Notes	City/ Design Engineer	CM	Contractor
Prior to or at Start of Construction – to Secure Final Agreement					
Final Budget Approval Package	Within 10 days of Project Award	Carollo to work with City/Program Manager to develop package – needs to be submitted for Final Agreement. Attachments: <ul style="list-style-type: none"> • Copies of Bid Protest and Resolution Documentation • As advertised Plans and Specs (PE stamped) and all Addenda or RFPs • Proof of Davis Bacon Wage rate determinations inserted into RFP used in bidding • Final Appropriate WDR (if applicable) • Tabulation of All bids or proposals received • Copy of Bids or Proposals Selected and Purchase Orders Issued (If apparent low bid was rejected an explanation of rejection) • Evidence of Advertising • All DBE documentation noted above including Copy of Bidders List with following (entity name, address, project description on which entity bid, amount of bid and status as DBE) • Copy of Notice to Proceed • Copy of Signed Construction Contract with Final Davis Bacon Wage Determinations • Value Engineering Study with Recommendation (if applicable) • Any pending Financial Agreement Conditions • If applicable – submit land appraisals (if using SRF for land purchase – SWRCB will be listed as first lienholder) 	X	CM to Support Design Engineer with Package Assembly	
During Construction					
SRF Project Kickoff Meeting	Start of Project – set by SRF PM	Meeting led by SWRCB at Construction site. Attendance by City, Construction Manager, Contractor, AIS, and Labor Compliance person.	X	X	X
SRF Initial Construction Inspection	Set by SRF Project Manager	SRF and City to coordinate date after start of construction (attendance with the City/Contractor/Construction Manager at min).	X		
AIS Documentation/ Waiver Application	On-going for duration of project	Contractor to maintain on site binder with hard copy documentation for all AIS applicable materials.			X
Labor Compliance Monitoring/Reporting	On-going for duration of project	Construction Manager to monitor/report on contractor compliance with requirements. Maintain on site binder with all hard copy documentation and make available to State and Federal staff as requested. If non-compliance, CM to flag and work with City on resolution.		X	
Environmental Monitoring/Compliance & SWRCB Reporting	On-going for duration of project	Trainings, MMRPs, Implementation of Mitigation Measures and Surveys as required by Permits, EIR and/or SRF Agreement.		X	X

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SRF and DWR Grant Reporting Requirements					
Federal or State Reporting Requirement/Action	Frequency	Notes	Task Lead		
			City/ Design Engineer	CM	Contractor
Project Site Access	As requested by SWRCB or EPA		X	X	
Project Signage	Start of Project As needed	Project Signage per SRF requirements at Site per SWRCB and DWR specification. . CM to verify signage meets requirements. Publications/website and other materials require SRF language.	X	X	X
Quarterly Reports	Quarterly for duration of project (both SRF and DWR)	Quarterly Report which includes a summary of budget, schedule, activities completed and to be completed, issues/resolution, environmental compliance, etc. Attached supporting documentation including reports, addenda, photos, testing results, meeting agendas/ attendance sheets/meeting minutes, training sessions (documentation, agendas, attendees, etc.), permits, etc.	X	Monthly Progress Summaries to feed into Quarterly Rpt.	Monthly Progress Summaries to feed into Quarterly Rpt.
Disbursement Requests	Quarterly for duration of project (both SRF and DWR)	Disbursement Spreadsheet (provided by SWRCB) plus backup materials (including all invoices plus backup). Disbursement Package requires hard copy submittal with Authorized Rep signature each submittal.	X	Monthly invoices formatted to feed into Disbursement Spreadsheet plus backup invoices. As needed response to additional documentation/information.	Monthly invoices feeds into Disbursement Spreadsheet plus backup invoices. As needed response to additional documentation/information.
DBE Utilization Report (Contractor)	Annually (10 calendar days or October 1)	Annually till project completion 1 page form - (Form UR334)		X	
Project Completion Report	At time of final project inspection	Develop draft and final report describing project; water quality problem; likelihood of success and compliance with environmental conditions, etc. per DWR and SWRCB requirements.		X	
Records Retention	Maintain All Project Documentation per funding requirements	As specified by SWRCB and DWR funding Requirements, CM and Contractor (as appropriate) to maintain DBE/Davis Bacon/AIS/Project documentation. Provide hard and electronic copies of all documentation related to project to City with xx months of Project Completion All records in accordance with GAAP – City, PM, CM, Contractor and Subcontractor – to be maintained for 36 years All records in accordance with GAAP – City, PM, CM, Contractor and Subcontractor – to be maintained for 36 years	X	X	X

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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer

REVIEWED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *SS*

SUBJECT: Adoption of the 2019 East Contra Costa County Integrated Regional Water Management Plan, (PW 704-2)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the 2019 East Contra Costa County Integrated Regional Water Management ("ECCC IRWM") Plan.

FISCAL IMPACT

Adopting the 2019 ECCC IRWM Plan is required for the City to be eligible for various grant opportunities and to receive the Proposition 1, Implementation Grant in the amount of \$700,000 for the West Antioch Creek Flood Conveyance Mitigation and Restoration project.

DISCUSSION

The City of Antioch is a participating member of the ECCC IRWM group which is concerned with sustainable water management within the east Contra Costa County region.

The ECCC IRWM Plan (www.ci.antioch.ca.us/CityGov/PublicWorks/WaterDivision.htm) is a comprehensive planning document that identifies the region's water management issues, develops strategies to address those issues, and provides structure to implement the strategies. The ECCC IRWM Plan also identifies future projects that the participating agencies expect to implement and for which they may request grant funding.

Staff is recommending that the City adopt the 2019 ECCC IRWM Plan that has been updated to stay in compliance with State requirements.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADOPTING THE 2019 EAST CONTRA COSTA COUNTY INTEGRATED REGIONAL
WATER MANAGEMENT PLAN
P.W. 704-2**

WHEREAS, the City of Antioch is a participating member of the East Contra Costa County Integrated Water Management ("ECCC IRWM") group which is concerned with sustainable water management within the east Contra Costa County region;

WHEREAS, the ECCC IRWM Plan is a comprehensive planning document that identifies the region's water management issues, develops strategies to address those issues, and provides structure to implement the strategies;

WHEREAS, the ECCC IRWM Plan identifies future projects that the participating agencies expect to implement and for which they may request grant funding;

WHEREAS, the Department of Water Resources ("DWR") has approved the updated 2019 ECCC IRWM Plan; and

WHEREAS, the 2019 ECCC IRWM Plan meets current compliance requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the 2019 ECCC IRWM Plan effective immediately.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Vicky Lau, Junior Engineer *VL*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Resolution Approving a Public Improvement Agreement for AMCAL E. 18th Street Antioch Apartments (PW 371-RA-57)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a Public Improvement Agreement for AMCAL E. 18th Street Antioch Apartments (PW 371-RA-57) and authorize the City Manager to execute the Public Improvement Agreement.

FISCAL IMPACT

There is no projected financial impact. The Developer has paid all required fees and is responsible for all costs of construction and maintenance until the City Council accepts the improvements.

DISCUSSION

On May 14, 2019, City Council approved Resolution 2019/74, permitting a Senior Housing Density Bonus, Use Permit, Lot merger, and Design Review for AMCAL E. 18th Street Antioch Apartments with AMCAL Multi-Housing (Developer). The project consists of a 394-unit multi-family residential development on 14.85 acres.

Per Condition of Approval #J.9, Developer is to design and construct a traffic signal and interconnect to adjacent signal(s) (including conduits, wire, and pull boxes) at the intersection of E. 18th Street and Holub Lane prior to the issuance of a building permit. The Developer requested to delay construction of said improvements until specific timing set forth in the Public Improvement Agreement (Attachment B). The Developer has provided all bonds required in the agreement to guarantee improvements.

ATTACHMENTS

- A. Resolution
- B. Public Improvement Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING PUBLIC IMPROVEMENT AGREEMENT FOR AMCAL E. 18TH
STREET ANTIOCH APARTMENTS (PW 371-RA-57)**

WHEREAS, the City Council adopted Resolution No. 2019/74 approving a Senior Housing Density Bonus, Use Permit, Lot merger, and Design Review for the AMCAL E. 18th Street Antioch Apartments project on May 14, 2019;

WHEREAS, Condition of Approval #J.9 requires the Developer to design and construct a traffic signal and interconnect to adjacent signal(s) (including conduits, wire, and pull boxes) at the intersection of E. 18th Street and Holub Lane prior to the issuance of a building permit;

WHEREAS, the Developer has requested to delay the completion of construction of said traffic signal until the occupancy of apartments;

WHEREAS, this City Council has specifically found that the design of these improvements will not likely cause substantial environmental damage and is not likely to substantially and avoidably injure fish or wildlife or their habitats;

WHEREAS, this City Council has specifically found that the design of these improvements will not likely cause serious public health problems; and

WHEREAS, the Developer has paid all the necessary fees, made all deposits required to date, and submitted a signed Public Improvement Agreement and posted surety bonds for the estimated costs of improvements.

NOW THEREFORE BE IT RESOLVED that the Public Improvement Agreement for AMCAL E. 18th Street Antioch Apartments is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager of the City of Antioch is hereby authorized to sign the Public Improvement Agreement in substantially the same form as attached hereto.

* * * * *

AI

RESOLUTION NO. 2019/**

June 9, 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 9th day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

<p>Recording Requested By And When Recorded Mail To:</p> <p>City of Antioch City Hall 200 "H" Street Antioch, CA 94509 Attention: City Clerk</p>	<p>This Space for Recorder's Use</p>
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Project Name: AMCAL E. 18th St. Antioch Apartments (PW 371-RA-57)

PUBLIC IMPROVEMENT AGREEMENT

THIS Public Improvement Agreement ("Agreement") entered into by and between the CITY OF ANTIOCH, a municipal corporation ("City"), and AMCAL Antioch Fund, LP, a California limited partnership, hereinafter referred to as ("Owner") is dated _____ 2020 for identification purposes.

The parties agree as follows:

RECITALS

This Agreement is made with reference to the following facts and objective:

1. **Construction of Public Improvements.** In order to develop the real property described in Exhibit A, attached hereto, and incorporated herein by this reference ("Owner's Property"), and pursuant to the provisions of the City of Antioch, California, Code of Ordinances, Title 9, Chapter 4, Owner agrees to construct and install public improvements (hereafter referred to as the "Improvements") in accordance with the engineer's estimate attached herein as Exhibit B and the approved plans for the above project, permitted for design review by the City Council on May 14, 2019 (Resolution No. 2019/74), which plans and standard specifications are fully incorporated herein by this reference. Unless exceptions are specifically authorized in writing by City, all work performed and materials furnished in constructing and installing the improvements shall comply with the minimum construction standards contained in the current editions of the City Construction Details and the State of California Department of Transportation Standard Plans and Specifications for Public Works Construction.
2. **Effectiveness.** This Agreement shall not be effective unless and until all the following conditions are satisfied: (a) Owner provides City with security of the type and in the amounts required by

this Agreement and (b) Owner executes and records this Agreement in the Recorder's Office of the County of Contra Costa. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Owner, and Owner may not thereafter record the final map for the Owner's Property.

3. **City Inspection and Time of Completion.** No work shall be performed without inspection by the City. Any work performed without inspection will not be accepted by the City. No work on any public improvement will be permitted unless performed in a safe and good workmanlike manner, with sufficient workmen on the job to adequately perform the work in accordance with all applicable safety regulations. At least twenty-four hours prior to the commencement of any work hereunder, Owner shall notify the City Engineer in writing of the date fixed by the Owner for commencement thereof, so that the City Engineer shall be able to provide services of inspection. Except as approved by the City Engineer in writing, all work shall be performed Monday through Friday, excluding City holidays and weekends, between the hours of 8:00 a.m. and 5:00 p.m. If any work is performed before 8:00 a.m. or after 5:00 p.m., or on a City holiday or a weekend, there must be a request in writing three (3) working days in advance for an inspector during these hours. All overtime inspections will be invoiced at the actual cost of overtime work cost to the City. If an inspector is not available to work during such hours, as requested, no work shall be performed during those hours. The Owner shall be responsible for the actual costs of all plan checking, inspection, administration and testing services furnished by the City in connection with this Agreement, including those performed by consultants under contract with the City. The Owner's improvement inspection deposit and billing for hourly staff time shall be based upon the City of Antioch Master Fee Schedule in effect at the time this Agreement is fully executed. As work progresses, an invoice for staff time and materials shall be delivered each month to the Owner for payment. In addition, the Owner shall pay any direct City costs for all outside inspection, including soils and materials testing, as required by the City Engineer, promptly upon receipt of a City invoice for the work and prior to final acceptance of the improvements by the City.

The Owner shall commence work on all improvements prior to or concurrent with the issuance of any building permit for this development. All improvements, excluding the construction of a traffic signal on E. 18th Street, shall be completed prior to any occupancy within this project unless this time period is extended by the City Engineer or the City Engineer's representative, in his or her sole discretion. Materials and equipment for construction of traffic signal on E. 18th Street must be ordered within 180 days from building permit issuance. The construction of a traffic signal on E. 18th Street must be completed prior to the occupancy of apartments. In the event that the Owner fails to complete all of the improvements within this time period, or any extended time period approved by the City Engineer, City shall mail Owner a written notice of default. City shall have the right, but shall not be obligated, to perform all work necessary to complete the improvements, or any portion thereof, that remain incomplete fifteen (15) days after the date

the notice of default was mailed, and City shall be entitled to recover the full cost and expenses thereof, including costs of suit and reasonable attorney's fees, from Owner or Owner's surety. The City may require Owner or Owner's surety to pay City, in advance, sufficient money to recover the costs incurred by City to complete the improvements. Any extension of time hereunder shall not operate to release the sureties of the bonds filed pursuant to Section 8 of this Agreement. In this connection, the sureties expressly waive the provisions of Section 2819 of the Civil Code of the State of California.

4. **Maintenance of Public Improvement Prior to Acceptance by City.** City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Owner at all times prior to City's acceptance of the Improvements. Owner shall maintain all of the Improvements in a state of good repair until they are completed by Owner and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Owner shall cause the sweeping of streets to occur weekly at a minimum. Owner shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Owner's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Owner fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Owner and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

5. **Improvements to be Property of City.** The improvements constructed or installed pursuant to this Agreement shall become the sole and exclusive property of the City of Antioch upon acceptance of the improvements by the City. The improvements shall be constructed and installed at Owner's sole cost, and no payment or compensation of any kind shall be made therefore by City. The improvements shall not be deemed completed unless and until the improvements are free and clear of all liens and encumbrances of any kind or character whatsoever and are accepted in writing by the City Engineer.
6. **Guarantee of Public Improvements.** Owner guarantees and agrees, at Owner's sole cost, to remedy all defects in the improvements arising from faulty or defective construction of the improvements occurring either within one (1) year after completion of the improvements or within any longer time period prescribed by law. In the event that Owner fails to remedy any and

all defects within ten (10) days after being notified of the defects in writing by City, City shall have the right, but shall not be obligated, to repair or cause to be repaired the defects, and Owner or Owner's surety shall pay to City on demand all costs and expenses incurred by City to repair or cause to be repaired the defects. Notwithstanding anything herein to the contrary, in the event that any defects in the improvements result in a condition that, in the City's sole and exclusive judgment, constitutes an imminent hazard to public health or safety, or to any person or property, City shall have the right to immediately repair or cause to be repaired the defects, with or without prior notice to Owner, and Owner or Owner's surety shall pay to City on demand all costs and expenses incurred by City to repair or cause to be repaired the defects. If the City repairs or causes to be repaired any defects as provided herein, Owner or Owner's surety shall pay, in addition to actual costs of the repair, twenty-five percent (25%) of the costs for overhead, and, beginning thirty (30) days after demand for payment is made by City, interest at the maximum rate allowed by law.

7. **Indemnity and Hold Harmless.** Owner shall indemnify and save harmless, City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, cost, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), to which any or all of them may be subjected, as a direct or indirect result of any negligent act or omission or willful misconduct of Owner, its officers, employees, contractors, subcontractors or agents in connection with performance or nonperformance of this Agreement, whether or not the City, its officers or employees reviewed inspected, accepted or approved any work or improvements performed or provided by the Owner, and whether or not the liabilities are litigated, settled or reduced to judgment. Owner shall, upon City's request, defend at Owner's sole cost any action, claim or suit, cause of action or portion thereof which asserts or alleges liabilities resulting directly or indirectly from any negligent act or omission or willful misconduct of Owner, its officers, employees, contractors, subcontractors or agents in connection with the performance or nonperformance of this Agreement, whether the action, claim, suit, cause of action or portion thereof is well founded or not. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to the City's negligence or willful misconduct, the City shall pay the portion of damages which is allocated to the City's negligence or willful misconduct provided that the City shall not be liable for any negligence of the City, its officers, or employees in reviewing, inspecting, accepting or approving any work or improvements performed or provided by Owner. This Section 7 shall apply, without limitation, to any and all liabilities arising from or related to the payment of or failure to pay prevailing wages, by Owner, or by any of Owner's contractors or subcontractors. The existence or acceptance by City if any of the insurance policies or coverage described in this Agreement shall not affect any rights City may have under this Section 7. The provisions of this Section 7 shall survive any termination or

expiration of this Agreement.

8. **Performance Bond.** Concurrently with the execution of this Agreement, Owner shall obtain and file with the Public Work's Department, a good and sufficient surety bond, letter of credit, or other equivalent security acceptable to the City in its sole and exclusive judgment, securing the faithful performance of all the terms and provisions of this Agreement by Owner, including completion by Owner of all improvements and compliance with the provisions of Owner's guarantee set forth in Section 6, in the penal sum of **Two Million Three Hundred Twenty Thousand Seven Hundred Twenty-Five and 0/100 Dollars (\$ 2,320,725)**.

If Owner files a surety bond, the bond shall be in a form approved by the City, shall be in favor of City, and shall be issued by a sufficient surety company duly authorized to transact surety insurance in the State of California. In the event of any default by Owner, the surety on such bond shall be responsible for the payment to City of (1) all direct and indirect costs incurred by City to complete all of the improvements and repair any defects as provided herein, and (2) any and all damages sustained by the City as a result of the default. City also shall be entitled to recover all costs and expenses incurred by City in order to collect on the bond, including costs of suit and reasonable attorney's fees. In the event that Owner files a letter of credit, or other security approved by the City, the City may, in the event of any default by Owner, use any portion or all of the letter of credit, deposit money or other security to pay for costs incurred to complete all of the improvements and repair any defects as provided herein, and for payment of any and all damages sustained by the City as a result of the default.

9. **Labor and Materials Bond.** Owner shall furnish and deliver a labor and materials surety bond in the amount of **Two Million Three Hundred Twenty Thousand Seven Hundred Twenty-Five and 0/100 Dollars (\$ 2,320,725)**, concurrently with the execution of this Agreement, which bond must meet the requirements of Section 9-4.506(A)(1) and Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain each bond until both (a) the City accepts the Work, and (b) the statute of limitations to file an action under Civil Code section 3114 et seq. has expired. After said date, the bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The Owner may request, and the City may consider the Owner's bond reduction request pursuant to Government Code Section 66499.7. The balance of the bond shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the bond shall be released in full by the City Engineer.

10. **Warranty Bond.** Owner shall furnish and deliver a warranty bond in the amount of **Two Hundred Thirty-Two Thousand Seventy-Three and 0/100 Dollars (\$232,073)** upon acceptance of the

Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty Improvements for a period of one (1) year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

11. **Insurance Requirements.** Prior to the commencement of any work on the improvements required by this Agreement, and until the improvements are completed and accepted by the City, Owner shall maintain and shall require its contractors and subcontractors to procure and maintain, during construction of the Improvements pursuant to this Agreement, the following insurance against liabilities arising out of activities performed by or on behalf of Owner. It is understood and agreed by Owner that Owner's liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Owner in connection with this Agreement.

A. **Minimum Scope & Limits of Insurance Coverage:**

- (1) **Commercial General Liability Insurance,** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, arising out of activities performed by or on behalf of Owner, Owner's contractors, and subcontractors and premises owned, leased, or used by Owner, Owner's contractors and subcontractors with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) **Automobile Liability Insurance,** providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

No automobile liability insurance shall be required if Owner completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this Agreement. _____ (Owner's initials)

- (3) **Workers' Compensation Insurance,** with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No Workers' Compensation insurance shall be required if Owner completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am

exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Owner's initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of the Owner or Owner's Contractor, products and completed operations of Owner or Owner's Contractor, and premises owned, leased or used by Owner or Owner's Contractor.
- (2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) Owner's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Owner's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (3) Coverage shall state that the Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Owner shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the

insurance carrier.

- (2) The City will not allow work on the required improvements through issuance of an encroachment permit, notice to proceed or otherwise until the certificates of insurance and endorsements required have been provided.

F. Subcontractors

Owner shall require and verify that all contractors and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Notices.** Any and all notices and demands by or from City or Owner shall be in writing. Notices or demands to the City shall be addressed and mailed (or personally delivered) to:

City Engineer - Public Works Department
Engineering & Development Services Division
200 H Street
Antioch, CA 94509

Notices or demands to Owner may be mailed (or personally delivered) to Owner at the following address:

Arjun Nagarkatti
AMCAL Multi-Housing Inc.
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301-4332

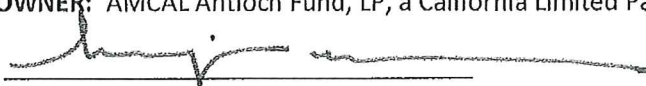
13. **Assignment Prohibited.** This Agreement may not be assigned by Owner unless approved in writing by City. Any attempt to assign this Agreement without City's written consent shall be void.
14. **Owner's Certification; Binding on Successors.** Owner certifies that Owner owns full legal title to the Owner's Property and is authorized to agree to all conditions and requirements of this Agreement without limitation or constraint. This Agreement shall be binding on Owner, its principals, heirs, executors, administrators, devisees, legal representatives, successors, assigns, affiliates, parent and subsidiary corporations, and all past, present and future shareholders, directors, officials, employees and agents of Owner. The parties agree that Owner's agreements and obligations contained herein are covenants that run with the Owner's Property, in accordance with Section 1468 of the Civil Code. The burden of said covenants shall be binding upon Owner's constituents, successors, transferees and assigns, for the benefit of the Property to be served by the improvements.
15. **Owner not Agent of City.** Neither Owner nor any of Owner's officers, employees, agents, contractors or subcontractors are or shall be considered to be agents of City in connection with

the performance of this Agreement.

16. **Attorney's Fees and Costs.** If either party shall bring any suit or proceeding to enforce the terms of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.
17. **Recording.** Owner agrees that City may record this Agreement in the Office of the Recorder of Contra Costa County.
18. **Amendment; Waiver; Entire Agreement.** This Agreement may only be amended in writing signed by all parties. The waiver by any party to this Agreement of a breach of any provision hereof shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement. This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof, and any prior promises, representations or oral agreements not set forth herein are of no force or effect; provided, however, that this Agreement is not intended to, and shall not, cancel, supersede, modify, fulfill or otherwise affect any other written agreements to which the City is a party, or any permits, entitlements or other approvals issued by the City, unless specifically so provided herein or in such other written agreements, permits, entitlements or other approvals.
19. **Authority.** The person or persons signing this Agreement for "Owner" below, hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of Owner and to fully bind the Owner thereby to all obligations and requirements of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

❖ **OWNER:** AMCAL Antioch Fund, LP, a California Limited Partnership

By: 
(Signature)

Print Name: Ariun Nagarkatti

Title: President

- ❖ Attach All-Purpose Acknowledgement Notary Certification(s) for Owner's Signature(s)
- ❖ If the Owner is a corporation, the following two signatures are required:
 - A. The first signature by either the Chairman of the Board, the President or any Vice President of the corporation; and
 - B. The second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.

ORIGINAL APPROVED AS TO FORM:

CITY OF ANTIOCH:

Thomas L. Smith
City Attorney

Rowland E. Bernal, Jr.
City Manager

ATTEST:

Arne Simonsen, CMC
City Clerk

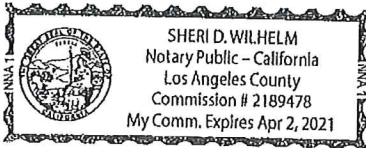
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 April 28, 2020, before me, Sheri D. Wilhelm, Notary Public, personally appeared Arjun Nagarkatti who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

A handwritten signature in dark ink, appearing to read "Sheri D. Wilhelm", written over a solid horizontal line.

PLACE NOTARY SEAL ABOVE

ATTACHMENT

A: Resolution

B: Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2020/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AWARD OF TURF MOWING SERVICES CONTRACT TO
TERRACARE ASSOCIATES**

WHEREAS, A turf mowing crew will provide the most cost-effective way of aiding the City in its efforts toward maintaining the City's many landscaped areas and maintain culture of cleanliness; and

WHEREAS, on May 6, 2020, the City of Antioch published a formal bid request for responses for turf mowing services; and

WHEREAS, on May 20, 2020, the City opened and tabulated bids receiving a total of 4 responsive and responsible bids; and

WHEREAS, Terracare Associates submitted the lowest responsive and responsible bid with pricing details explained in the bid tabulation;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an agreement with Terracare Associates to provide turf mowing services in the amount not to exceed \$727,886.00 with \$250,000 of the total for contingency extra work as needed for things including, but not limited to, chemical spraying, an irrigation tech and helper, turf aeration, and turf renovation, 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 9th day of June 2020, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

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

ATTACHMENT "B"

City of Antioch - Bid Tabulation Turf Mowing Bid No. 988-0520-20C Closed: May 20, 2020, 2:00 p.m.				
2020 Cost for Turf Mowing at various locations in Antioch at a yearly cost of:	Terracare	New Image Landscape Company	Del Conte	Al Fresco
2020/2021	\$90,012.00	\$90,090.00	\$129,376.00	\$145,600.00
2021/2022	\$92,712.00	\$92,792.70	\$132,990.00	\$145,600.00
2022/2023	\$95,494.00	\$95,576.48	\$136,708.00	\$158,080.00
2023/2024	\$98,358.00	\$98,443.78	\$140,530.00	\$158,080.00
2024/2025	\$101,309.00	\$101,397.09	\$144,456.00	\$166,400.00
Total Cost	\$477,885.00	\$478,300.05	\$684,060.00	\$773,760.00

No Bids:
 Al Fresco
 Brightview
 Coast Landscape Maintenance MCE
 Perez Nursery
 Rubicon Landscape

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 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 ^{IS}

SUBJECT: 3-Person Landscape Trim & Cleanup Crew Bid Award

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Silva Landscape to provide a 3-person landscape trim and cleanup crew for landscape maintenance services for the period of July 1, 2020 through June 30, 2025 for an amount not to exceed \$984,672.00.

FISCAL IMPACT

Funding for this expenditure is included in the adopted fiscal year 2019-21 budget in the lighting and landscape districts budgets. Funding for the remaining years of the contract will be presented to Council for approval out of the same funds in subsequent years.

DISCUSSION

Utilizing contracted landscape crews provides the most cost-effective way of maintaining the City's vast landscaped areas. The 3-person landscape trim and cleanup crew will perform professional landscape maintenance services, at various locations, based on an eight-hour day, and seasonally on an as-needed basis. The contractor is responsible for providing tools, equipment, vehicles, traffic & safety controls necessary to perform the work, and insurance for their employees. The Department of Public Works personnel will direct the contractor's work. The Department of Public Works published the 3-Person Landscape Trim & Cleanup Crew request for bids on May 5, 2020; the bid closed on May 19, 2020. Four bids were received and Silva Landscape was the lowest, responsible bidder.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulation

M

Agenda Item #

ATTACHMENT "A"

RESOLUTION NO. 2020/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AWARD OF 3-PERSON LANDSCAPE TRIM AND CLEANUP
CREW SERVICES CONTRACT TO SILVA LANDSCAPE**

WHEREAS, the City's Parks and Landscape division services and maintains landscaped areas and ensures well-maintained public facilities, rights-of way and parks;

WHEREAS, A 3-person landscape crew will provide the most cost-effective way of aiding the City in its efforts toward maintaining the City's many landscaped areas and maintain culture of cleanliness; and

WHEREAS, on May 5, 2020, the City of Antioch published a formal bid request for responses for a 3-person landscape trim and cleanup crew services; and

WHEREAS, on May 19, 2020, the City opened and tabulated bids receiving a total of 4 responsive and responsible bids; and

WHEREAS, Silva Landscape submitted the lowest responsive and responsible bid with pricing details explained in the bid tabulation;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an agreement with Silva Landscape to provide a 3-person landscape trim and cleanup crew in the amount not to exceed \$984,672.00 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 9th day of June 2020, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

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

ATTACHMENT "B"

City of Antioch - Bid Tabulation 3-Person Trim Crews Bid No. 988-0519-20B Closed: May 19, 2020, 2:00 p.m.				
	1	2	3	4
2020 Cost for 3-person Landscape Crew at various locations in Antioch at a yearly cost of:	Silva Landscaping	Del Conte	Terracare	Forster & Kroeger Landscape Maintenance, Inc.
2020/2021	\$186,576.00	\$215,540.00	\$225,000.00	\$280,800.00
2021/2022	\$186,576.00	\$221,572.00	\$231,750.00	\$289,224.00
2022/2023	\$199,680.00	\$227,760.00	\$238,703.33	\$297,908.00
2023/2024	\$199,680.00	\$234,156.00	\$245,865.00	\$306,852.00
2024/2025	\$212,160.00	\$240,708.00	\$253,239.00	\$316,056.00
Total Cost	\$984,672.00	\$1,139,736.00	\$1,194,557.33	\$1,490,840.00

No Bids:
 Al Fresco
 Brightview
 Coast Landscape Maintenance
 MCE
 Perez Nursery
 Rubicon Landscape

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Public Hearing to Confirm Assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2020/2021, P.W. 500

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2020/2021.

FISCAL IMPACT

Adoption of the Engineer's Report provides Street Light and Landscape Maintenance District assessments totaling approximately \$2,133,444 for maintenance in defined areas of the City. Failure to adopt some or all of the report would result in the loss of significant funding for that maintenance.

DISCUSSION

At the May 12, 2020 meeting, Council accepted the Fiscal Year 2020/2021 (FY 20-21) Consolidated Street Light and Landscape Maintenance District (SLLMD) Engineer's Report and set June 9, 2020 as the date for the public hearing for the Ordering of Improvements and Levy of Assessments for Street Light and Landscape Maintenance Districts for FY 20-21.

This year's recommended Engineer's Report continues with Council's previous direction by utilizing an estimated fund balance of \$796,321 to reduce the General Fund contribution, where possible, and by applying assessments first to administration costs, followed by local landscaping, then arterial medians and finally, parks.

Note that under enabling legislation (Landscape and Lighting Act of 1972), there is no requirement to show a General Fund contribution in the Engineer's Report. The inclusion of General Fund contributions was requested by Council in FY 2000-01 and has continued per City Council direction with the budget study sessions. A discussion on how

to apply or even the use of General Fund contributions is not an element Council needs to consider in ratifying this report and approving the attached resolution for the levy of assessments in order to meet the Contra Costa County Auditor's Office submittal deadline of August 10, 2020.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ORDERING IMPROVEMENTS AND LEVYING ANNUAL ASSESSMENTS FOR
STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICTS 1 – HILLCREST; 2A –
ANTIOCH/CITY WIDE; 4 – DOWNTOWN; 5 – ALMONDRIDGE; 9 – LONE TREE WAY;
AND 10 – EAST LONE TREE WAY FOR THE 2020/2021 FISCAL YEAR
(P.W. 500)

WHEREAS, on February 11, 2020 the City Council directed the City Engineer to prepare a consolidated report for the various street-light and landscape maintenance districts as specified in the report;

WHEREAS, the improvements in the consolidated report are generally described as follows: maintaining and servicing public landscaping including roadside and medians on arterial, collector and local streets, cul-de-sacs, landscaped trails and open space, and maintaining and servicing weed abatement for publicly-owned open space parcels;

WHEREAS, on May 12, 2020, the City Council adopted Resolution 2020/63, accepting the consolidated report prepared by the City Engineer and setting a public hearing for June 9, 2020;

WHEREAS, at the time and place for which notice was given, the City Council conducted a public hearing, and gave every interested person an opportunity to make oral statements or to submit written protests regarding the proceedings; and

WHEREAS, the City Council considered all staff reports, oral statements, engineer reports, written protests and comments that were submitted.

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

1. The foregoing recitals are true and correct and hereby incorporated by reference.
2. The City Council confirms the report, diagram and assessments contained in the Engineer's Report, which is attached and incorporated as Exhibit 1.
3. The City Council finds that no majority protest was made as to any zone to receive an assessment.
4. The City Council finds that the Engineer, in the report, has fairly and properly apportioned the cost of improvements of each parcel of land in the assessment districts and zones in proportion to the estimated special benefits to be received by each parcel, respectively, from the improvements, and that the proportionate special

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RESOLUTION NO. 2019/**

June 9, 2020

Page 2

benefit derived by each identified parcel has been determined in relationship to the entirety of the capital or maintenance cost of the public improvements or services being provided.

5. The City Council hereby confirms and levies, as modified, each individual assessment as stated in the report.

* * * * *

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 9th day of June, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

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EXHIBIT "1"



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

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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 5/13/2020

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 13th day of May, 2020.


Arne Simonsen, MMC, 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 12th day of May, 2020.


Arne Simonsen, MMC, 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 _____

AC

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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

AS

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																																					
	Total Cost	District Need	Assessments Applied																																				
MAINTENANCE AND SERVICES:																																							
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																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 15%;">535</td> <td style="width: 25%;">Parcels Assessed at</td> <td style="width: 10%;">\$216</td> <td style="width: 15%;">per unit =</td> <td style="width: 35%;"></td> <td style="width: 20%; text-align: right;">\$115,560</td> </tr> <tr> <td>413</td> <td>Parcels Assessed at</td> <td>\$190</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$78,470</td> </tr> <tr> <td>283</td> <td>Parcels Assessed at</td> <td>\$165</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$46,695</td> </tr> <tr> <td>207</td> <td>Parcels Assessed at</td> <td>\$94</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$19,458</td> </tr> <tr> <td>131</td> <td>Parcels Assessed at</td> <td>\$64</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$8,384</td> </tr> <tr> <td>112</td> <td>Parcels Assessed at</td> <td>\$58</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$6,496</td> </tr> </tbody> </table>				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
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

All

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.

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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

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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

AM

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)

		Base Rate Benefit Units 1,607																																					
	Total Cost	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																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 15%;">350</td> <td style="width: 35%;">Parcels Assessed at</td> <td style="width: 20%;">\$193.00</td> <td style="width: 15%;">per unit =</td> <td style="width: 15%;"></td> <td style="width: 20%; text-align: right;">\$67,550</td> </tr> <tr> <td>119</td> <td>Parcels Assessed at</td> <td>\$167.00</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$19,873</td> </tr> <tr> <td>344</td> <td>Parcels Assessed at</td> <td>\$216.00</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$74,304</td> </tr> <tr> <td>117</td> <td>Parcels Assessed at</td> <td>\$44.00</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$5,148</td> </tr> <tr> <td>225</td> <td>Parcels Assessed at</td> <td>\$38.00</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$8,550</td> </tr> <tr> <td>452</td> <td>Parcels Assessed at</td> <td>\$23.00</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$10,396</td> </tr> </tbody> </table>				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
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

AIS

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

A16

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	
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
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	
		District	
MAINTENANCE AND SERVICES:	Total Cost	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

A18

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						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">188 Parcels Assessed at \$66.00 per unit =</td> <td style="text-align: right;">\$12,408</td> </tr> <tr> <td>36 Parcels Assessed at \$22 per unit =</td> <td style="text-align: right;">\$792</td> </tr> <tr> <td>6 Parcels Assessed at \$216 per unit =</td> <td style="text-align: right;">\$1,296</td> </tr> </table>				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
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

A19

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

A20

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	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	Total Cost	\$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	\$12,916
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

A21

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 border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">4</td> <td style="width: 45%;">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

A23

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

A24

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

A25

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

A26

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	Assements 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

A28

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

A29

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)

	Total Cost	Base Rate Benefit Units 1,379	
		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

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

A30

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

A31

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

A32

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

A33

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	
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
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
District/Zone Benefits:			
Roadway Landscaping: Waldie Plaza, Rivertown Promenade, public parking lots, A Street extension, train station			

A34

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	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
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

A35

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
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

A38

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

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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)

	Base Rate Benefit Units 1,953		
	Total Cost	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

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Table 20A
District 9, Zone 3
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 19-20 Assmnt	FY20-21 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

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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

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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

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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																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">462 Parcels Assessed at</td> <td style="width: 10%;">\$278.00</td> <td style="width: 30%;">per unit =</td> <td style="width: 30%; text-align: right;">\$128,436</td> </tr> <tr> <td>152 Multi Family Res</td> <td>\$190.00</td> <td>per unit =</td> <td style="text-align: right;">\$28,880</td> </tr> <tr> <td>12.6 Comm. Parcel</td> <td>\$157.00</td> <td>per unit =</td> <td style="text-align: right;">\$1,978</td> </tr> <tr> <td>33.9 Bus. Park parcel</td> <td>\$118.00</td> <td>per unit =</td> <td style="text-align: right;">\$4,000</td> </tr> </table>				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
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

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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

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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)	

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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.

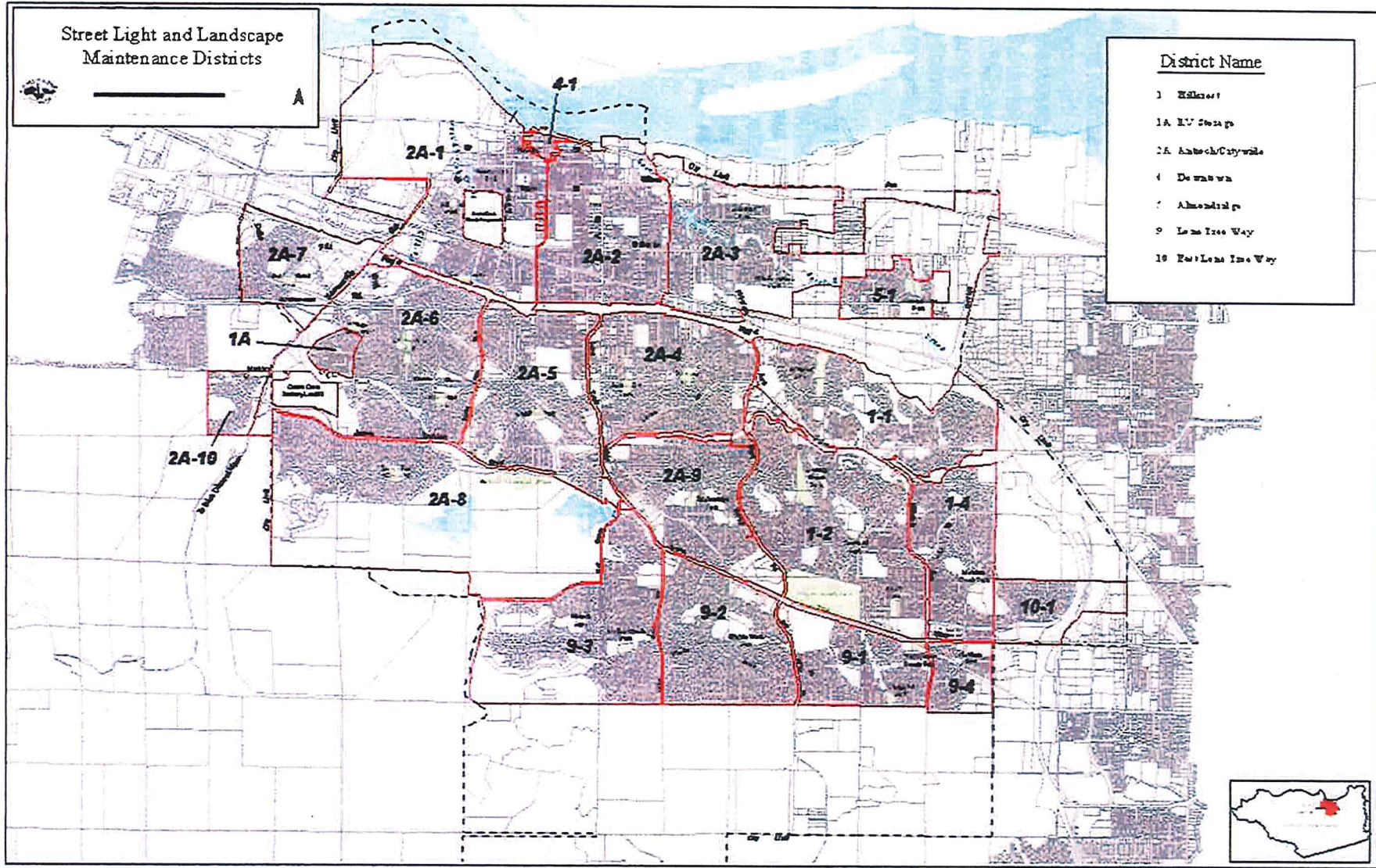
Street Light and Landscape
Maintenance Districts



A

District Name

- 1 Hillcrest
- 1A EV Strip
- 2A Antech/Citywide
- 4 Downside
- 7 Alhambra
- 9 Low Line Way
- 10 East Low Line Way



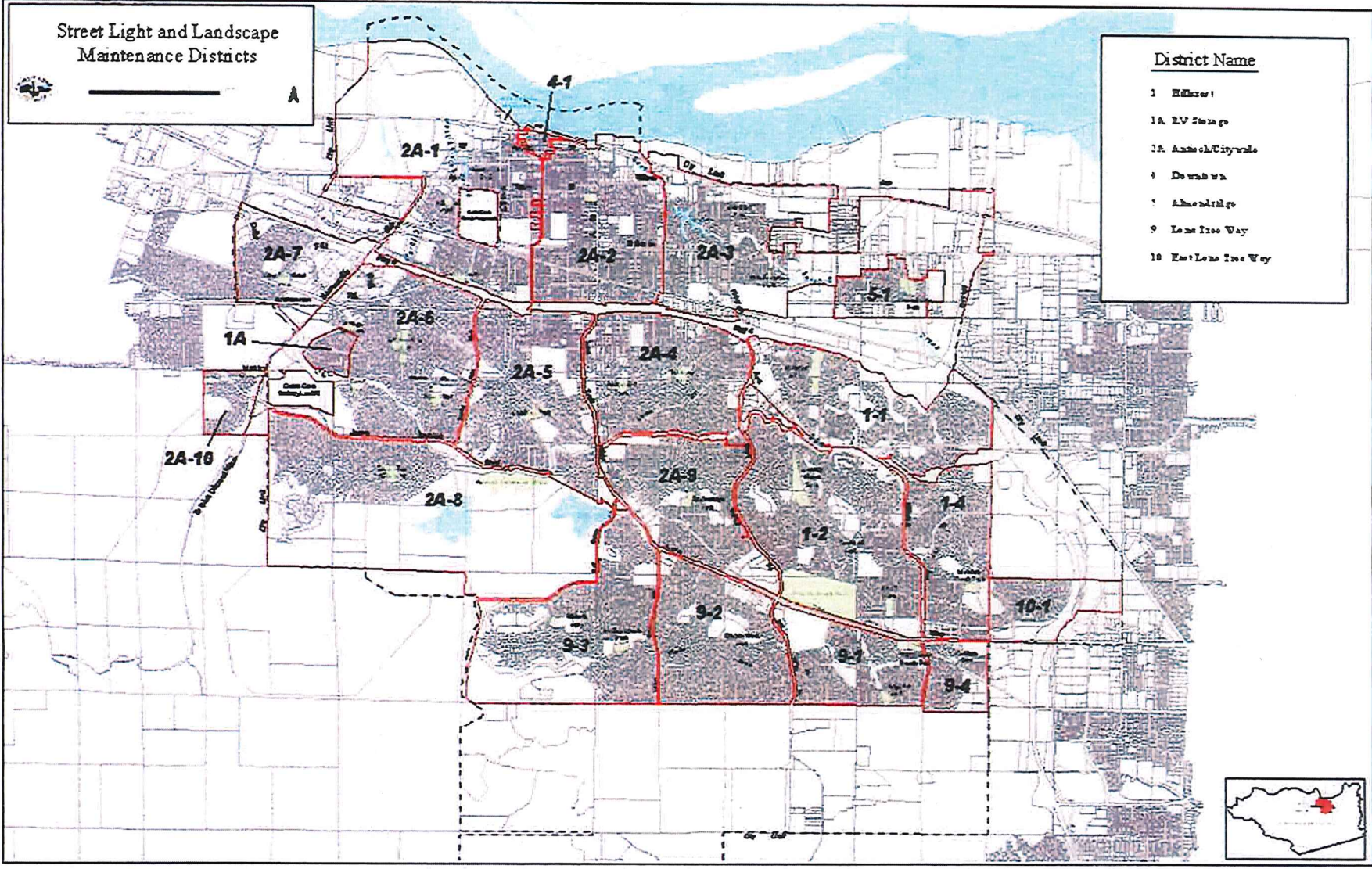
A49

Street Light and Landscape
Maintenance Districts



District Name

- 1 Hillcrest
- 1A RV Storage
- 2A Anisich/Citywide
- 4 Downtown
- 5 Alhambra
- 9 Lane Free Way
- 10 East Lane Free Way



ASD

CITY OF
ANTIOCH
CALIFORNIA



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mike Boccio, Building Inspection Services Manager

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: Ordinance Amending Chapter 15 of Title 8 of the Antioch Municipal Code "Building Regulations", adopting by reference the Contra Costa County Fire Code and the 2019 California Fire Code with amendments

RECOMMENDED ACTION

It is recommended that the City Council introduce the ordinance amending Chapter 15 of Title 8 of the Antioch Municipal Code, adopting by reference the Contra Costa County Fire Code and the 2019 California Fire Code with amendments.

FISCAL IMPACT

No fiscal impact is expected as a result of this code adoption.

DISCUSSION

The purpose of the California Fire Code and local amendments is to prescribe regulations consistent with nationally recognized standards of safe and best practices. This purpose is accomplished by safeguarding life and property from hazards of fire, the release of hazardous materials, and hazardous conditions associated with the use or occupancy of buildings or premises.

The California Fire Code is revised and published every three years. State law allows jurisdictions to adopt local amendments to the California Fire Code pursuant to specific findings based on climatic, geographical, or topographical conditions.

The Contra Costa County Fire Protection District (CCCFPD) provides fire protection services in the City of Antioch. Under the authority of the California Health and Safety Code, on December 17, 2019, the Contra Costa County Board of Supervisors, acting as the Board of Directors for the CCCFPD, adopted Ordinance No. 2019-37 (Exhibit B). This ordinance amends the 2019 California Fire Code based upon findings that conclude more restrictive California Fire Code standards are necessary because of specific local climatic, geological, and topographical conditions.

The attached ordinance will adopt the California Fire Code and will also adopt by reference the CCCFPD Fire Code that was adopted by the Contra Costa County Board of Supervisors.

ATTACHMENTS

- A. Ordinance
- B. Contra Costa County Board of Supervisors Ordinance 2019-37

ATTACHMENT “A”

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING CHAPTER 15 OF TITLE 8 “FIRE CODE” OF THE ANTIOCH MUNICIPAL CODE, ADOPTING BY REFERENCE ORDINANCE NO. 2019-37 OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND THE 2019 CALIFORNIA FIRE CODE WITH AMENDMENTS

SECTION 1. Findings.

A. The California Building Standards Commission approved and published the 2019 edition of the California Building Standards Code, which includes the 2010 California Fire Code, on July 1, 2019 and became effective on January 1, 2020.

B. California Health and Safety Code sections 17958.7 and 18941.5(b) provide that cities and counties may make modifications or changes to the building standards contained in the California Building Standards Code “upon an express finding that such modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions.”

C. The City of Antioch is within the jurisdiction of the Contra Costa County Fire Protection District.

D. The Board of Supervisors for the County of Contra Costa, acting as the Board of Directors for the Contra Costa County Fire Protection District, has adopted Findings of Need for Changes or Modifications in the 2019 California Building Standards Code, Title 24, Part 9, California Fire Code Due to Local Conditions, attached hereto as Exhibit A and incorporated herein by this reference, that conclude more restrictive California Fire Code standards are reasonably necessary because of specified local climatic, geological or topographical conditions.

E. Pursuant to the attached findings, the Contra Costa County Fire Protection District approved Ordinance No. 2019-37 (Exhibit B) adopting the 2019 California Fire Code and making certain amendments thereto to address local conditions.

F. The City desires to adopt that ordinance making certain additional amendments thereto to address local conditions, as set forth below.

G. Pursuant to Health and Safety Code sections 17958, 17958.5, and 17958.7, and 18941.5, the additional amendments are reasonably necessary because of the local climatic, geological, and topographical conditions set forth in Exhibit A.

SECTION 2. Section 8-15.01 of the Antioch Municipal Code is hereby amended to read in its entirety as follows:

Sec. 8-16.01. Adoption of the 2019 California Fire Code.

- (A) The 2019 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2018 International Fire Code published by the International Code Council]), including Chapters 1-10 and 12-80, Appendix B, Appendix C, Appendix D, Appendix F, Appendix H, Appendix I, Appendix J, and Appendix K, as amended by the changes, additions, and deletions set forth in ordinance are adopted by reference and shall be controlling and enforceable within the jurisdictions boundaries of the city.
- (B) In addition, those amendments to the California Fire Code adopted by the Contra Costa County Fire Protection District pursuant to Ordinance Number 2019-37 are adopted by reference and shall be controlling and enforceable within the jurisdictional boundaries of the city. Copies of the 2019 California Fire Code and Contra Costa Fire Protection District Ordinance 2019-37 are on file with the Community Development Department.
- (C) 8-15.02 RESERVED.
- (D) 8-15.03 ENFORCEMENT OF THE 2019 CALIFORNIA FIRE CODE AS AMENDED.
- (E) The Fire Chief of the Contra Costa County Fire Protection District or designee is authorized to enforce the Fire Code as amended within the boundaries of the city.

SECTION 3. This ordinance shall take effect and be enforced beginning January 1, 2020. The ordinance or summary shall be posted and published in a newspaper of general circulation printed and published in the City of Antioch as set forth in State Law.

SECTION 4. The Building Official shall file a copy of this ordinance with the State Department of Housing and Community Development and the State of California Building Standards Commission.

* * * * *

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 9th day of June, 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, MMC
City Clerk of the City of Antioch

ORDINANCE NO. 2019-37

FIRE CODE

ORDINANCES OF THE COUNTY OF CONTRA COSTA, THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT, AND THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT ADOPTING THE 2019 CALIFORNIA FIRE CODE WITH AMENDMENTS.

The Contra Costa County Board of Supervisors, as the Board of Supervisors for Contra Costa County and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District, ordains as follows:

SECTION 1. ADOPTION OF THE CALIFORNIA FIRE CODE.

Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereby adopt the 2019 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2018 International Fire Code published by the International Code Council]), including Chapters 1-10 and 12-80, Appendix B, Appendix C, Appendix D, Appendix F, Appendix H, Appendix I, Appendix J, and Appendix K, as amended by the changes, additions, and deletions set forth in this ordinance. The 2019 California Fire Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the fire code are controlling and enforceable within the limits of each jurisdiction.

SECTION 2. AMENDMENTS TO THE CALIFORNIA FIRE CODE.

The 2019 California Fire Code is amended by the changes, additions, and deletions set forth in this Section 2. Chapter and Section numbers used below are those of the 2019 California Fire Code.

Chapter 1. Scope and Administration.

Section 101.1 is amended to read:

101.1 Title. This code is the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, and is hereinafter referred to as "this code."

Section 102.1 is amended to add item 5, to read:

5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, and boats that are permanently affixed to a specific location within the boundaries of this jurisdiction.

Section 105.6 is amended to read:

105.6 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.62.

Section 105.6.4 is amended to read:

105.6.4 Carnivals, Fairs, Festivals and Exhibitions. A permit is required to operate a carnival, fair, festival, or exhibition.

Section 105.6.31 is amended to read:

105.6.31 Motor Fuel Dispensing Facilities. An operational permit is required for the operation of automotive, marine, and fleet motor fuel dispensing facilities, including for sites that allow mobile fueling from a service provider to the general public.

Section 105.6 is amended by adding subsections 105.6.52 through 105.6.62, to read:

105.6.52 Asbestos removal. A permit is required to conduct asbestos-removal operations regulated by Section 3318.

105.6.53 Automobile Wrecking or Dismantling Yard. An operation permit is required for all automobile wrecking yards, automobile dismantling operations, and similar operations.

105.6.54 Battery systems. A permit is required to operate stationary lead-acid battery systems having a liquid capacity of more than 50 gallons (189 L) pursuant to Section 608.

105.6.55 Christmas tree sales. A permit is required to use a property for the purpose of selling cut Christmas trees.

105.6.56 Emergency Responder Radio Coverage. A permit is required for facilities with Emergency Responder Radio Coverage Systems.

105.6.57 Firework aerial display. A permit is required to conduct a firework display regulated by California Code of Regulations, Title 19 and Chapter 56 of this code.

105.6.58 Model rockets. A permit is required to sell model rocket motors or launch model rockets (in excess of 3 launches per event) pursuant to California Code of Regulations, Title 19, Division 1, Article 17. Permits issued in accordance with this section are for the site, and are effective as long as site conditions have not changed.

105.6.59 Temporary water supply. A permit is required to use a temporary water supply for construction of residential projects or subdivisions pursuant to Section 3312.1.

105.6.60 Tire storage. A permit is required to store more than 1,000 cubic feet (28.3m³) of tires inside buildings pursuant to Chapter 34.

105.6.61 Oil Extraction Process. A permit is required to operate a process that uses a volatile solvent or Liquid Carbon Dioxide to extract oil from organic material.

105.6.62 Indoor Growing Operation. A permit is required to operate an indoor growing operation.

Exception: Agricultural Greenhouses in an agricultural zone.

Section 105.7 is amended to read:

105.7 Required construction permits. The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.7.1 through 105.7.31.

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Section 105.7 is amended by adding Sections 105.7.26 through 105.7.31, to read:

105.7.26 Access for fire apparatus. Plans shall be submitted and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by the Fire Code. A permit is required to install a gate across a fire apparatus access road pursuant to Section 503.

105.7.27 Construction, alteration, or renovation of a building for which a building permit is required. Plans shall be submitted to the fire code official for all land developments or for the construction, alteration, or renovation of a building within the jurisdiction where a building permit is required.

Exception: Non-sprinklered Group R-3 Occupancies where work does not involve a substantial addition or expansion.

105.7.28 Medical gas systems. A construction permit is required for the installation of or modification to a medical gas system pursuant to Section 5306.

105.7.29 Refrigeration equipment. A permit is required to install a mechanical refrigeration unit or system regulated by Chapter 6 and/or the California Mechanical Code.

105.7.30 Land Development, Subdivisions. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

105.7.31 Water supply for fire protection. Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings, or portions of buildings either constructed or moved into the District pursuant to Section 507.

Section 105.8 is added, to read:

105.8 Responsibility of permittee. Construction permits shall be presumed by the Fire District to incorporate all of the work that the applicant or the applicant's agent, employees, or contractors shall carry out. Work performed shall be in accordance with the approved plans and with all requirements of this code and any other laws or regulations applicable thereto. No Fire District approval shall relieve or exonerate any person from the responsibility of complying with the provisions of this code nor shall any vested rights be created for any work performed in violation of this code.

Section 109.1 is amended to read:

109.1 Board of appeals established. In order to hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code, there is hereby created a board of appeals. The board of appeals is comprised of the Board of Directors.

Section 109.3 is deleted.

Section 110.4 is amended to read:

110.4 Violation penalties. Every person who violates any provision of this fire code is guilty of an infraction or misdemeanor in accordance with Health and Safety Code Section 13871 and Government Code Section 53069.4. The imposition of one penalty for any violation shall not excuse the violation or

permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 112.4 is amended to read:

112.4 Failure to comply. Any person who continues any work after having been served with a stop work order is subject to citation, except any work that a person is directed by the fire code official to perform to remove a violation or unsafe condition.

Chapter 2. Definitions.

Section 202 is amended by adding the following definitions to that section:

Administrator. Fire Chief.

All-weather driving surface. A roadway with a minimum surface finish of one layer of asphalt or concrete that is designed to carry the imposed weight loads of fire apparatus.

Automobile Dismantling. The operation of dismantling or removing parts from salvaged vehicles including engines or engine parts.

Automobile Wrecking Yard. An area that stores or dismantles salvaged vehicles.

Board of Directors. The Contra Costa County Board of Supervisors as the governing body of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District.

Board of Fire Commissioners. An advisory commission appointed by the Board of Directors to act as set forth in this ordinance and by resolutions of the Board of Directors.

Cost of Abatement. Includes all expenses incurred by the jurisdiction in its work of abatement and administrative costs pursuant to Section 319.5 of this code.

Defensible Space. The area within the perimeter of a parcel providing the key point of defense from an approaching wildland or escaping structure fire.

Driveway. A private roadway that provides access to no more than two (2) single-family dwellings.

Fire Code Official. In the Contra Costa County Fire Protection District, the Fire Code Official is the Fire Marshal. In the Crockett-Carquinez Fire Protection District, the Fire Code Official is the Fire Chief.

Firebreak. A continuous strip of land upon and from which all rubbish, weeds, grass, or other growth that could be expected to burn has been abated or otherwise removed in order to prevent extension of fire from one area to another.

Fire trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires.

Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

Person. Includes individuals, firms, partnerships, and corporations.

Priority Hazard Zone. An area where the threat from wildfire is severe due to proximity to open space, topography, degree of space, density of homes and/or amount of vegetation (native and ornamental), and/or other conditions favorable to fast moving fires.

Reduced Fuel Zone. The area that extends from thirty (30) feet to one hundred (100) feet away from the structure, or to the property line, whichever is closer to the structure.

Response time. The elapsed time from receipt of call to the arrival of the first unit on scene.

Rubbish. Waste matter, litter, trash, refuse, debris, and dirt on streets or private property in the jurisdiction which is, or when dry may become, a fire hazard.

Rural area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

Rural residential area. An area generally designated for single family residential use with parcels between three (1.2140619ha) and 10 (4.046873ha) acres in size.

Running time. The calculated time difference between leaving the first-due station and arriving on the emergency scene.

Sprinkler Alarm and Supervisory System (SASS). A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler water-flow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required.

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, trails, easements, and fire trails.

Substantial Addition or Expansion. Addition, expansion, remodel, or renovation of any structure where the addition of new fire area exceeds fifty percent of the existing fire area. For the purposes of this definition, areas of a building in which construction elements including walls and roof assemblies were demolished and rebuilt are considered new fire area.

Temporary fire department access road for construction. An approved temporary roadway for emergency vehicle use during construction of residential subdivision projects.

Temporary fire department access road for construction of one (1) residential (R3) unit. A temporary roadway for emergency vehicle use during construction of an individual residential (R3) structure where a fire department access road is required as part of the project.

Temporary water supply. Water stored for firefighting purposes in an approved aboveground tank during combustible construction.

Tree litter. Any limbs, bark, branches, and/or leaves in contact with other vegetation or left to gather on the ground.

Weeds. All weeds growing upon streets or private property in the jurisdiction, including any of the following:

1. Weeds that bear seeds of a fluffy nature or are subject to flight.
2. Sagebrush, chaparral (including Chamise, Coyote Brush/Greasewood, Brooms, and Buckwheat), and any other brush or weeds that attain such large growth as to become, when dry, a fire menace to adjacent improved property.
3. Weeds that are otherwise noxious or dangerous.
4. Poison oak and poison sumac when the conditions of growth constitute a menace to public health.
5. Dry grass, brush, tree litter, litter, or other flammable materials that endanger the public safety by creating a fire hazard.

Chapter 3. General Precautions Against Fire.

Section 304.1.2 is amended to read:

304.1.2 Vegetation. Hazards created by the growth of weeds, grass, vines, trees, or other growth capable of being ignited and endangering property shall be mitigated in accordance with Section 321.

Section 304.3.5 is added, to read:

304.3.5 Clothes Dryers. Clothes dryers shall be frequently cleaned to maintain the lint trap, mechanical and heating components, vent duct, and associated equipment free from accumulations of lint and combustible materials.

Section 308.1.4, Exception 1 is amended to read:

Exception 1. Residential Occupancies.

Section 321 is added to Chapter 3, to read:

SECTION 321 Exterior Fire Hazard Control.

321.1 General.

321.1.1 Jurisdictional Authority. The Board of Directors, as the supervising, legislative, and executive authority of the jurisdiction, hereby delegates to the Board of Fire Commissioners of the jurisdiction all its powers, duties, and rights to act pursuant to Part 5 (commencing with Section 14875), Division 12, of the Health and Safety Code, to clear or order the clearing of rubbish, litter, or other flammable material where such flammable material endangers the public the safety by creating a fire hazard. Fire hazard abatement will be conducted in accordance with the provisions of said Part 5 and this ordinance. In the application of the provisions of said Part 5 to fire hazard abatement proceedings under this ordinance and the Fire Protection District Law of 1987, the terms "Board of Directors" or "Board," when used in Part 5, means the Board of Fire Commissioners of this jurisdiction under this section; and the officers designated in Health and Safety Code Section 14890 are the employees of the jurisdiction.

321.1.2 Retention of Jurisdictional Authority. If no Board of Fire Commissioners has been appointed for the jurisdiction, then the Board of Directors retains its powers and rights to act pursuant to said Part 5.

321.1.3 Contract for Services. The Board of Directors reserves and retains the power to award a contract for fire hazard abatement work when the employees of the jurisdiction are not used to perform the abatement work.

321.2 Definitions. The following terms are defined in Chapter 2:

Cost of Abatement
Defensible Space
Person
Priority Hazard Zone
Reduced Fuel Zone
Rubbish
Streets
Weeds

321.3 Weeds and Rubbish a Public Nuisance. The Board hereby declares that all weeds growing upon private property or streets in this jurisdiction and all rubbish on private property or streets in this jurisdiction are public nuisances. Such weed nuisance is seasonal and recurrent.

321.4 Abatement of Hazard.

321.4.1 Prohibition. No person who has any ownership or possessory interest in or control of parcel of land shall allow to exist thereon any hazardous rubbish, weeds, trees, or other vegetation that constitutes a fire hazard. Destruction by burning within this jurisdiction is unlawful unless the written permission of the fire chief is first obtained, and all other applicable permits are obtained from appropriate governing agencies or jurisdictions.

321.4.2 Specific Requirements. The District shall develop minimum abatement standards for land in residential, rural and/or rural residential, business, industrial areas, or land which is unused or vacant. Such standards may be modified periodically as circumstances dictate.

321.4.2.1 Clearance of Weeds from Streets. The Fire Code Official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of streets which are improved, designed, or ordinarily used for vehicular traffic to be cleared of flammable vegetation and other combustible growth. The Fire Code Official is authorized to enter upon private property to do so, to the extent allowed by law.

321.5 Abatement Procedures.

321.5.1 Abatement Order. The fire code official may order the abatement of the weeds and rubbish described in Sections 304.1.2 and this Section 321. On making the order, the fire code official will mail a copy of a notice to the owners of the affected property as their names and addresses appear upon the last county equalized assessment roll, or as their names and addresses are known to the fire code official. As an alternative to mailing, the notice may be posted upon the affected property and published in the jurisdiction, not less than 15 days prior to the date of the abatement hearing. Copies of the notice will be

headed with the words "Notice to Abate Weeds and Rubbish" in letters at least one inch high. The notice will be in substantially the following form:

NOTICE TO ABATE WEEDS AND RUBBISH

You are hereby notified that weeds and rubbish constitute a fire hazard on the following described property owned by you:

(Describe property by common street designation, by metes and bounds, Assessor's code area and parcel number, or by reference to attached map).

You must remove the weeds and rubbish within fifteen (15) days from the date of this notice. If you fail to do so, the (jurisdiction) Fire Protection District will remove it, and the cost of the abatement, including administrative costs, will be collected as property taxes and will be a lien on your property until paid.

You are further notified that the Board of Supervisors has declared that such weeds and rubbish constitute a public nuisance and that such weeds also constitute a seasonal and recurring nuisance.

You may appear before the Board of Fire Commissioners of this jurisdiction on (time and date) at (place-room, street, address, and city) to show cause why this order should not be enforced.

(Signed): (Name of fire code official of name of jurisdiction)

321.5.2 Hearing Date. A date for hearing on the notice will be sent at least 15 days after the date of the notice. The date of the notice is the date on which the notice is placed in the United States mail or the date on which it is posted on the property. At the hearing, the property owner or his agent may appear to show cause why the order should not be enforced. For good cause shown, the Board of Fire Commissioners may extend the time for compliance with the order or may rescind the order.

321.5.3 Contract Award. If the owner fails to comply with the order, the fire code official may have the weeds and rubbish abated either by employees of this jurisdiction or by contract. If a contract is awarded, it will be by public bid, awarded to the lowest responsible bidder. A contract may include work on more than one parcel. Concerning any contract previously awarded as provided in this subsection and that has been fully extended as provided in that contract, it may thereafter be extended on its same terms and conditions for a further period (not to exceed one year) by agreement of the Board of Supervisors and the involved contractor.

321.5.4 Abatement Report of Costs. The fire code official or his or her designee abating the nuisance will keep an account of the cost of abatement in front of or on each separate parcel of land and will render an itemized report in writing to the Board of Fire Commissioners showing the cost of removing the weeds and rubbish on or in front of each separate lot or parcel of land, or both. Before the report is submitted to the Board of Fire Commissioners, a copy of it will be posted for at least three days on or near the chamber door of the Board with a notice of the time and when the report will be submitted to the Board for confirmation. At the time fixed for receiving and considering the report, the Board of Fire Commissioners will hear it and any objections of any of the property owners liable to be assessed for the work of abatement. Thereupon, the Board of Fire Commissioners may make such modifications in the report as it deems necessary, after which the report will be confirmed. The amount of the cost, including administrative costs, of abating the nuisance in front of or upon the various parcels of the land mentioned in the report as confirmed will constitute special assessment against the respective parcels of land, and are a lien on the property for the

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amount of the respective assessments. Such lien attaches upon recordation, in the office of the County Recorder, of a certified copy of the Resolution of Confirmation.

321.5.5 Cost Assessments. Upon confirmation of the report of cost by the Board of Fire Commissioners and the recordation of the Resolution of Confirmation, a copy of the report of cost will be sent to the County Auditor, who will enter the amount of the assessments against the parcels. Thereafter the amount of the assessments will be collected at the same time and in the same way as County taxes are collected. The owners are subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to these assessment taxes.

321.6 Alternate Mitigation. In lieu of ordering abatement as provided in Section 321.5.1, the fire code official of this jurisdiction may order the preparation of firebreaks/fuelbreaks around parcels of property where combustible weeds, crops, or brush are present. In determining the proper width for firebreaks/fuelbreaks, the fire code official will consider the height of the growth, weather condition, topography, and the accessibility to the property for fire protection equipment. The procedure set forth in Section 321.5.1 for the abatement of weeds and rubbish shall apply to the preparation of firebreaks/fuelbreaks.

321.7 Subsurface Fires.

321.7.1 Peat Fire. It is the duty of each person, firm, corporation, or association not to permit a peat fire or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

321.7.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter, or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, this jurisdiction may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code, §13009.)

Section 322 is added to Chapter 3, to read:

322 Automobile Wrecking Yards.

322.1 General. The operation of automobile wrecking yards shall be in accordance with this section.

322.2 Definitions. The following terms are defined in Chapter 2:

Automobile Dismantling
Automobile Wrecking Yard

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322.3 Requirements.

322.3.1 Permits. An operational fire code permit is required as in Section 105.6.53.

322.3.2 Fire Apparatus Access Roads. Fire apparatus access roads shall be constructed throughout the site in accordance with this code and shall be maintained clear of all vehicles and stored items.

322.3.3 Welding and cutting. Welding and cutting operations shall be conducted in an approved location, clear of all flammable liquids and combustible materials, including weeds, tires, and all other debris.

322.3.4 Housekeeping. Combustible rubbish accumulated on site shall be collected and stored in approved containers, rooms, or vaults of noncombustible materials. Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.

322.3.5 Fire Protection. Offices, storage buildings, and vehicles used for site operations shall each be provided with at least one portable fire extinguisher with not less than a 4-A: 40-B-C rating. When required by the fire code official, additional fire extinguishers shall be provided.

322.3.6 Tire storage. Tires shall be stored in racks or in a manner as approved by the fire code official.

322.3.6.1 Distance from Water Supply. Tire storage shall be located on-site and no further than 500 feet from a fire hydrant or an approved water supply as determined by the fire code official.

322.3.7 Storage Piles. Storage piles shall be located a minimum of 20 feet from property lines and shall have an unobstructed access road on all sides of not less than 20 feet.

322.3.8 Burning operations. The burning of salvaged vehicles and salvaged or waste materials is prohibited.

322.3.9 Motor vehicle fluids. Motor vehicle fluid shall be drained from salvaged vehicles when such liquids are leaking onto the ground and prior to dismantling or removing engine/motor parts.

322.3.9.1 Mitigation of leaking fluids. Precautions shall be taken to prevent fluids from salvaged vehicles from leaking onto the ground. Supplies or equipment capable of mitigating leaks from fuel tanks, crankcases, brake systems, and transmissions shall be kept available on site. Single-use plugs, diking, and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner in accordance with federal, state, and local requirements.

322.3.10 Fuel tanks. Fuel tanks of salvaged vehicles shall be emptied of all flammable (gasoline, diesel) fuels in an approved manner and stored in approved tanks.

322.3.10.1 Repair of vehicle fuel tanks. The repair of fuel tanks, including cutting, welding, or drilling of any kind, is prohibited.

322.3.11 Lead acid batteries. Lead acid batteries shall be removed from all salvaged vehicles and stored in an approved manner in a location approved by the fire code official.

Chapter 4. Emergency Planning and Preparedness.

Section 401.5.1 is added, to read:

401.5.1 Nuisance Fire Alarm Fee. A fee may be charged for false and/or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors.

Section 403.12.1 is amended to read:

403.12.1 Standby Personnel. Where, in the opinion of the fire code official or Fire Chief, it is essential for public safety in a place of assembly, or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, or activity, the owner, agent, or lessee shall provide standby personnel as required and approved by the fire code official or Fire Chief. If the activity requires fire watch, fire watch shall be provided in accordance with Sections 403.12.1.1 and 403.12.1.2. Standby personnel needed for EMS standby shall be provided in accordance with Contra Costa County EMS Protocols.

Chapter 5. Fire Service Features.

Section 503.1.4 is added, to read:

503.1.4 Access to Open Spaces. When existing access to open land or space, or to fire trail systems maintained for public or private use, is obstructed by new development of any kind, the developer shall provide an alternate means of access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access must be approved by the fire code official.

Section 503.2.1 is amended by adding the following exception:

Exception: A driveway with a minimum width of 16 feet is acceptable for access to one or two single-family dwellings.

Section 505.3 is added, to read:

505.3 Street names and addressing. Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing.

Section 507.2.3 is added, to read:

507.2.3 Suburban and rural water supply storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 507.1.

Chapter 6. Building Services and Systems.

Section 603.6.6 is added, to read:

603.6.6 Sparks from chimneys. A chimney that is used with either a fireplace or heating appliances in which solid or liquid fuel is used shall be maintained with spark arresters that are required for incinerators pursuant to the 2019 California Mechanical Code.

Chapter 8. Interior Finish, Decorative Materials and Furnishings.

Section 806.1.4 is added, to read:

806.1.4 Flame retardants. Cut trees shall be treated by a California State Fire Marshal-licensed fire retardant applicator. Trees shall be properly treated with an approved flame retardant.

Section 806.1.5 is added, to read:

806.1.5 Tags. Trees shall bear a tag stating date of placement in the public building, type of flame-retardant treatment used, name of the person who applied the flame retardant, the name of the person affixing the tag, a permit expiration date, and the name of the designated individual making daily tests.

Section 806.1.6 is added, to read:

806.1.6 Daily tests. Trees shall be tested daily by a designated individual. The test shall include a check for dryness in accordance with Section 806.1.3 and for adequate watering.

Chapter 9. Fire Protection Systems.

Section 901.6.2 is amended to read:

901.6.2 Records. Records of all system inspections, tests, and maintenance required by the reference standards shall be maintained in paper form or by a third party electronic record keeping service as chosen by the fire district.

Section 902 is amended to add:

Substantial Addition or Expansion

Section 903.2.1.1 is amended to read:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for fire areas containing Group A-1 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

Section 903.2.1.3 is amended to read:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for fire areas containing Group A-3 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than four-hour fire resistance rating without openings.

Section 903.2.1.4 is amended to read:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for fire areas containing Group A-4 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.1.8 is added, to read:

903.2.1.8 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 5,000 square feet.

Section 903.2.3 is amended to read:

903.2.3 Group E. An automatic sprinkler system shall be provided for new Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 2,000 square feet in area.
Exception: An automatic sprinkler system is not required in any Group E Day Care Facility less than 5,000 square feet
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.
Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.
3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops, and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 4,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than four-hour fire resistance rating without openings.
6. For public school state-funded construction projects, see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20.

Section 903.2.4 is amended in its entirety, to read:

903.2.4 Group F

903.2.4.1 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeding 2,500 square feet (232 m²).

903.2.4.1.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area (232 m²) that generate finely divided combustible waste or use finely divided combustible materials. A fire wall of less than 4-hour fire-resistance rating without openings, or any fire wall with openings, shall not be used to establish separate fire areas.

903.2.4.2 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy greater than 5,000 square feet.

Section 903.2.7 is amended to read:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m²).
5. The structure exceeds 10,000 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

Section 903.2.8 is amended to read:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all Group R occupancies, including manufactured and mobile homes, including those located in mobile home parks.

Section 903.2.8.1.1 is added, to read:

903.2.8.1.1 Group R-3 Substantial Addition or Expansion. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where a substantial addition or expansion occurs and the new total fire area of the structure exceeds 3,600 square feet.

Exception: If a sprinkler system is required by the local building department regardless of the size of the addition or expansion, a sprinkler system shall be installed in accordance with the appropriate standard.

Section 903.2.9 is amended to read:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeding 2,500 square feet (232 m²).

Section 903.2.9.1 is amended to read:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).

Section 903.2.10 is amended in its entirety, to read:

903.2.10 Group S-2.

903.2.10.1 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the California Building Code where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet.
2. Where the enclosed parking garage is located beneath other occupancy groups.

903.2.10.2 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.

903.3.10.3 Group S-2 low hazard storage. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy exceeding 5,000 square feet.

Exception: Open parking garages, including canopies and photovoltaic panel systems with open parking underneath, shall meet automatic sprinkler system requirements in accordance with the 2019 California Building Code and 2019 California Fire Code without local amendment.

Section 903.3.1.1.3 is added, to read:

903.3.1.1.3 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet (4256 mm), the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than 14 feet (4256 mm), the fire sprinkler system shall be designed to conform to Ordinary Group II design density. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner and/or the occupant to upgrade the system.

Section 903.3.1.3 is amended to read:

903.3.1.3 Sprinkler Systems for One and Two family dwellings. Automatic sprinkler systems for one- and two- family dwellings shall be permitted to be installed in accordance with sections 903.3.1.3.1 through 903.3.1.3.3.

Sections 903.3.1.3.1, 903.3.1.3.2, and 903.3.1.3.3 are added, to read

903.3.1.3.1 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two- family dwellings, Group R-3 buildings, and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D as amended in Chapter 80.

903.3.1.3.2 California Residential Code Section R313. Automatic sprinkler systems shall be permitted to be installed in accordance with California Residential Code section R313.

903.3.1.3.3 Pipe limitations. Where CPVC pipe is installed above the insulation or is otherwise located in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

Section 903.3.5.3 is added, to read:

903.3.5.3 Non-permissible water supply storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 903.3.5.

Section 903.3.9 is amended to read:

903.3.9. Floor control valves. Individual floor control valves and waterflow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location.

Exception: Group R-3 and R-3.1 Occupancies.

Section 903.4.2 is amended to read:

903.4.2 Alarms. One approved audible and visual device shall be connected to every automatic sprinkler system at an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Audible and visual alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Sections 903.6.1 and 903.6.2 are added, to read:

903.6.1 Substantial Addition or Expansion. An automatic sprinkler system shall be provided throughout all existing buildings where a substantial addition or expansion occurs and the total fire area of the structure exceeds 5,000 square feet. Group R-3 substantial additions or expansions shall comply with Section 903.2.8.1.1

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table 1012.4 of the current edition of the International Existing Building Code, as published by the International Code Council. The requirements of Section 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard). Group R-3 occupancies shall be considered a relative hazard of 4 (lowest hazard).

Section 907.4.4 is added, to read:

ORDINANCE NO. 2019-37

907.4.4 Monitoring of other fire systems. In buildings equipped with a fire alarm system or sprinkler alarm and supervisory service (SASS) system, where other fire suppression or extinguishing systems are installed in the building (including but not limited to commercial kitchen suppression systems, pre-action fire suppression systems, dry chemical systems, and clean agent systems), these other suppression systems shall be monitored by the SASS dedicated function fire alarm system and transmitted as a specific signal to the Central Station. The system shall be monitored in compliance with Section 907.6.6.

Section 907.5.2.3.1 is amended to read:

907.5.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public use areas and common use areas, including but not limited to:

1. Sanitary facilities including restrooms, bathrooms, shower rooms, and locker rooms.
2. Corridors, hallways, and aisles with shelving and/or fixtures obstructing the required light intensity for that area.
3. Music practice rooms.
4. Band rooms.
5. Gymnasiums.
6. Multipurpose rooms.
7. Occupational shops.
8. Occupied rooms where ambient noise impairs hearing of the fire alarm.
9. Lobbies.
10. Meeting/Conference rooms.
11. Classrooms.
12. Medical exam rooms.
13. Open office areas.
14. Sales floor areas.
15. Break or lunch rooms
16. Copy or work rooms.
17. Computer server rooms exceeding 200 sq. ft.
18. File or Storage rooms exceeding 200 sq. ft.

Section 907.6.6 is amended to read:

907.6.6 Monitoring of fire alarm systems. A fire alarm system required by this chapter, or by the California Building Code, shall be monitored by a UL-listed Central Station service in accordance with NFPA 72 and this code.

Exception: Monitoring by a UL-listed central station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Group I-3 occupancies shall be monitored in accordance with Section 907.2.6.3.
3. Residential Day Care Facilities (occupancy load of 14 or less).
4. One- and two-family dwellings.
5. Residential Care Facilities licensed by the state with an occupant load of 6 or less.
6. Occupancies with a local fire alarm system that will give an audible and visible signal at a constantly attended location, as approved by the Fire Code Official.

Section 907.8.6 is added, to read:

907.8.6 Certification. New fire alarm systems shall be UL-Certified. A Certificate of Completion and other documentation as listed in NFPA 72 shall be provided for all new fire alarm system installations. It is the responsibility of the building owner or owner's representative to obtain and maintain a current and valid Certificate.

Section 907.8.6.1 is added, to read:

907.8.6.1 Posting of Certificate. The UL Certificate shall be posted in a durable transparent cover within three feet of the fire alarm control panel within 45 days of the final acceptance test/inspection.

Chapter 10. Means of Egress.

Section 1028.5.1 is added, to read:

1028.5.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather, and shall terminate at a public way as defined in the California Building Code.

Chapter 33. Fire Safety During Construction and Demolition.

Section 3301.3 is added, to read:

3301.3 Permits. Permits shall be obtained for asbestos removal operations, temporary fire department access roads for construction, and temporary water supplies as set forth in sections 105.6 and 105.7.

Section 3318 is added, to read:

Section 3318 Asbestos removal.

3318.1 General. Operations involving removal of asbestos or asbestos-containing materials from buildings shall be in accordance with Section 3318.

Exception: Section 3318 does not apply to the removal of asbestos from:

1. Pumps, valves, gaskets and similar equipment.
2. Pipes, ducts, girders or beams that have a length less than 21 linear feet (6400 mm).
3. Wall or ceiling panels that have an area of less than 10 square feet (0.93 m²) or a dimension of less than 10 linear feet (3048 mm).
4. Floor tiles when their removal can be completed in less than four hours.
5. Group R-3 occupancies.

3318.2 Notification. The fire code official shall be notified 24 hours prior to the commencement and closure of asbestos-removal operations. The permit applicant shall notify the building official when asbestos abatement involves the removal of materials that were used as a feature of the building's fire resistance.

3318.3 Plastic Film. Plastic film that is installed on building elements shall be flame resistant as required for combustible decorative material, in accordance with Section 807.

3318.4 Signs. Approved signs shall be posted at the entrance, exit and exit-access door, decontamination areas, and waste disposal areas for asbestos-removal operations. The signs shall state that asbestos is being

removed from the area, that asbestos is a suspected carcinogen, and that proper respiratory protection is required. Signs shall have a reflective surface. Lettering shall be a minimum of 2 inches (51 mm) high.

Chapter 50. Hazardous Materials – General Provisions.

Section 5001.5.3 is added, to read:

5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (HMIS), and other information must be stored at a readily accessible location, as determined by the fire code official. This location may be in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching.

Section 5003.9.1.2 is added, to read:

5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel.

Chapter 56. Explosives and Fireworks.

Section 5601.1.3 is amended to read:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited within the jurisdiction of the District.

Exceptions:

1. The use of fireworks for fireworks displays, pyrotechnics before a proximate audience, pyrotechnic special effects in motion pictures, television, theatrical, or group entertainment productions as allowed by Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608 and the Health and Safety Code Division 11.
2. Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5601.2.2 is amended to read:

5601.9 Sale and retail display. No person shall construct a retail display or offer for sale any explosives, explosive materials, or fireworks within the jurisdiction.

Exception: Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5601.2.4 is amended as follows:

5601.2.4 Financial responsibility. Before a permit is issued pursuant to Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$2,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Exception: Fireworks in accordance with California Code of Regulations, Title 19, Division 1, Chapter 6. See Section 5608.

Section 5601.9 is added, to read:

5601.9 Prohibited and Limited Acts. The storage of explosive materials is prohibited in all zoning districts except districts zoned for industrial or agricultural uses. In districts where the storage of explosive materials is permitted, the quantities of explosives and distances shall be in accordance with California Fire Code Section 5601.8.

Chapter 57. Flammable and Combustible Liquids.

Section 5704.2.9.6.1 is amended to read:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: Protected above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, central business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision. Tank size shall not exceed 500 gallons (1892.706L) for Class I or II liquids, or 1,000 gallons (3785.412L) for Class III liquids.

Section 5706.2.4.4 is amended to read:

5706.2.4.4 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks is prohibited in all zoning districts except district zoned for commercial, industrial, or agricultural use.

Chapter 58. Flammable Gases and Flammable Cryogenic Fluids.

Section 5806.2 is amended to read:

5806.2 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use.

Exception: Liquid hydrogen fuel systems in compliance with Section 5806.3 or 5806.4.

Chapter 61. Liquefied Petroleum Gases.

Section 6103.2.1.7 is amended to read:

6103.2.1.7 Use for food preparation. Individual portable L-P containers used, stored, or handled inside a building classified as a Group A, Group B, or Group M occupancy for the purposes of cooking, food display, or a similar use, shall be limited in size to one quart capacity and shall be of an approved type. The number of portable containers permitted will be at the discretion of the fire code official. LP-gas appliances used for food preparation shall be listed for such use in accordance with the California Mechanical Code and NFPA 58.

Section 6104.2 is amended to read:

ORDINANCE NO. 2019-37

6104.2 Maximum capacity within established limits. The storage of liquefied petroleum gas is prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses. The aggregate capacity of any one installation used for the storage of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons (7570 L).

Chapter 80. Referenced Standards.

Chapter 80 is amended by adding the following referenced standards:

NFPA 3 (2015): Recommended Practice for Commissioning of Fire Protection and Life Safety Systems

NFPA 850 (2015): Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations

Chapter 80 is further amended by amending the NFPA 13D (2016) (Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes) standard as follows:

Section 7.7.1 is added, to read:

7.7.1 Where CPVC pipe is installed above the normal insulation in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

Section 8.3.5.1.2 is amended to read:

8.3.5.1.2 Where fuel-fired equipment is below or on the same level as occupied areas of the dwelling unit, at least one quick-response intermediate temperature sprinkler shall be installed above the equipment or at the wall separating the space with the fuel-fired equipment from the occupied space. In unconditioned spaces, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

Appendix B. Fire-Flow Requirements for Buildings.

Table B105.2 is amended to read:

**TABLE B105.2
Required Fire-Flow for Buildings Other Than One- and
Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses**

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIRE-FLOW (GALLONS PER MINUTE)	FLOW DURATION (HOURS)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate

Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
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For SI: 1 gallon per minute = 3.785 L/m

- a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

Section B105.2 is amended by amending the exception to read:

Exceptions:

1. Group B, S-2, and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:
 - 1.1. California State Parks buildings of an accessory nature (restrooms).
 - 1.2. Safety roadside rest areas, (SRRA), public restrooms.
 - 1.3. Truck inspection facilities, (TIF), CHP office space and vehicle inspection bays.
 - 1.4. Sand/salt storage buildings, storage of sand and salt.
2. A reduction in required fire-flow of 50 percent, as approved by the fire code official, when the building is provided with an approved automatic sprinkler system and installed in accordance with Section 903.3.1.1. The resulting fire-flow shall be not less than 1,500 gallons per minute (5678L/min) for the prescribed duration as specified in Table B105.1.

Appendix C. Fire Hydrant Locations and Distribution.

Table C102.1 is amended as follows:

The title of Table C102.1 is amended to read:

TABLE C102.1^j

The heading of the fourth column of Table C102.1 is amended to read:

MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT^{d,f,g,i}

Footnotes “i” and “j” are added to Table C102.1, to read:

- i. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.
- j. For infill projects within existing single-family residential developments, Section 507.5.1 applies.

Appendix D. Fire Apparatus Access Roads.

Section D102.1 is amended to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved all-weather driving surface capable of supporting the imposed load of fire apparatus weighing at least 74,000 pounds (33 566 kg) in accordance with CalTrans Design Standard HS-20-44.

Exception: Driveways serving one or two single-family dwellings may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent.

Section D103.1 is deleted.

Section D103.2 is amended to read:

D103.2 Grade. Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000 pound (19 958 kg) traction load. The grooves in the concrete surface shall be ½ inch (13 mm) wide by ½ inch (13 mm) deep and 1 ½ inch (38 mm) on center and set at a 30 to 45 degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8%, unless authorized in writing by the fire code official.

Section D103.2.1 is added, to read:

D103.2.1 Angles of approach and departure. The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is amended to read:

D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of 25 feet (7620 mm) inside and 45 feet (13 716 mm) outside.

Table D103.4 is amended to read:

**Table D103.4
REQUIREMENTS FOR DEAD-END FIRE
APPARATUS ACCESS ROADS**

LENGTH (feet)	MINIMUM WIDTH (feet)	TURNAROUNDS REQUIRED
0 – 150	20 ^a	None required
151 – 750	20 ^a	100-foot Hammerhead, 50-foot “Y”, 75-foot Shunt or 90-foot-diameter cul-de-sac in accordance with figure D103.1
Over 750		Special approval required ^b

a. A driveway with a minimum width of 16 feet is acceptable for access to no more than two single-family dwellings.

- b. Any fire apparatus access roadway or driveway that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outsets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outset or turnout shall be of the following dimensions: an 8-foot-wide turnout that extends at least 40 feet in length.

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Figure D103.1 is amended to read:

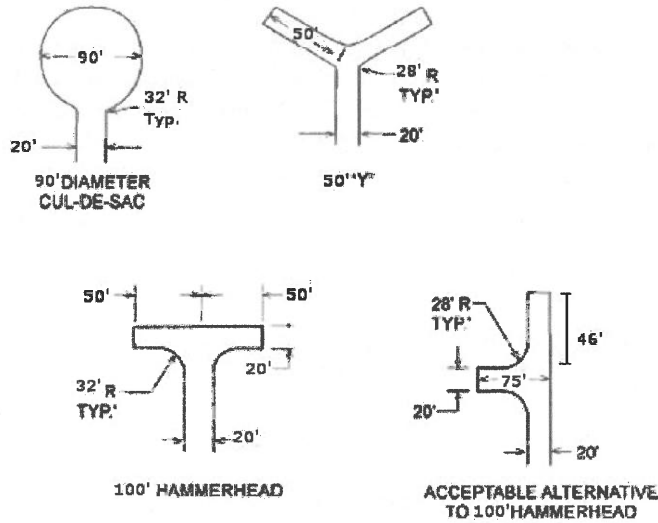


Figure D103.1
Dead-end Fire Apparatus Access Road Turnaround

Section D103.5 is amended as follows:

Criteria 1 of Section D103.5 is amended to read:

- 1. The minimum clear width shall be 20 feet (6096mm).
Exception: For access to one or two single-family dwellings, 16 feet clear width is acceptable.

Criteria 9 is added to Section D103.5, to read:

- 9. All gates shall be installed and located a minimum of 30 feet off the street.

Section D103.6.1 is amended to read:

D103.6.1 Roads less than 28 feet in width. Fire apparatus access roads less than 28 feet wide shall be posted on both sides as a fire lane.

Section D103.6.2 is amended to read:

D103.6.2 Roads 28 feet in width or greater, but less than 36 feet in width. Fire apparatus access roads 28 feet wide or greater, but less than 36 feet wide, shall be posted on one side of the road as a fire lane.

Section D106.1 is amended by deleting the exception and to read:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be provided with two separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Section D106.2 is deleted in its entirety.

SECTION 3. REPEAL OF FIRE CODE.

Ordinance No. 2016-23, adopting the 2016 California Fire Code with amendments, is hereby repealed.

SECTION 4. REFERENCES TO PRIOR CODE.

Unless superseded and expressly repealed, references in City forms, documents, and regulations to the chapters and sections of the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, 2016, shall be construed to apply to the corresponding provisions contained within the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, 2019. Ordinance 2016-23 and all other ordinances or parts of ordinances in conflict herewith are hereby superseded and expressly repealed.

SECTION 5. VALIDITY.

The Contra Costa County Board of Supervisors declares that if any section, paragraph, sentence, or word of this ordinance or of the 2019 California Fire Code as adopted and amended herein is declared for any reason to be invalid, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination here from any portion or provision as may be declared invalid.

SECTION 6. MORE RESTRICTIVE REQUIREMENTS.

If requirements more restrictive than those in this fire code are adopted by the city of Antioch, Clayton, Concord, Lafayette, Martinez, Pittsburg, Pleasant Hill, San Pablo, or Walnut Creek, or the County of Contra Costa, those requirements will apply only within the jurisdiction adopting those requirements.

SECTION 7. EFFECTIVE DATE.

This ordinance becomes effective on January 1, 2020 or 30 days after passage, whichever is later. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code Section 25124, with the names of supervisors voting for and against it.

ORDINANCE NO. 2019-37

Passed on December 17 2019 , by the following vote:

AYES: Gioia, Andersen, Burgis, Mitchoff, Glover

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST: David Twa,
Clerk of the Board of Supervisors
and County Administrator



Board Chair John Gioia

By: 
Deputy Clerk June McHuen

[SEAL]

KCK:

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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Ordinance Revising the Mayor Pro Tempore Selection Process

RECOMMENDED ACTION

It is recommended that the City Council introduce by title only, waive the first reading, and receive public comment on an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for mayor pro tempore.

FISCAL IMPACT

There is no fiscal impact associated with this action.

DISCUSSION

Government Code section 36802 states that the mayor shall preside at the meetings of the City Council. If the mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act. The mayor pro tempore has all of the powers and duties of the mayor.

Antioch Municipal Code § 2-1.403 states that the mayor pro tempore shall have all the duties and responsibilities specified in the California Government Code. Pursuant to Cal. Gov't Code § 36802, the mayor pro tempore shall serve in the absence of the mayor or if he is unable to act until the mayor returns or is able to act. During such time, the mayor pro tempore has all of the powers and duties of the mayor.

Pursuant to Cal. Gov't Code § 36802, the mayor pro tempore serves in the absence of the mayor or if he is unable to act until the mayor returns or is able to act. During such time, the mayor pro tempore has all of the powers and duties of the mayor. However, pursuant to Cal. Gov't Code § 34902, in the case of a vacancy in the office of the mayor for any reason, the City Council shall fill the vacancy by appointment, or by the calling of an election as specified in that provision. (AMC § 2-1.403)

Currently, at the first meeting of the City Council following each general municipal election, the City Council chooses as mayor pro tempore the council member who

received the highest number of votes at the general municipal election. (AMC § 2-1.401)
The mayor pro tempore serves a two-year term and until his or her successor qualifies for office. (AMC § 2-1.402)

In the upcoming elections, candidates for mayor will run in a general election and all other city council members will run in district elections. Therefore, the proposed ordinance provides an alternative method of choosing a mayor pro tempore that is compatible with the upcoming district elections and responsive to the direction provided by the City Council in its January 14, 2020 meeting.

Attachment A to this staff report contains the proposed ordinance for consideration by the City Council.

ATTACHMENTS

A. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS 1.401 and 1.402 OF TITLE 2 OF THE ANTIOCH
MUNICIPAL CODE RELATING TO SELECTION AND TERM OF
THE MAYOR PRO TEMPORE**

WHEREAS, the Antioch Municipal Code sections 2-1.401 and 2-1.402 require the City Council to designate the member who receives the most votes at a general municipal election to serve a two-year term as the Mayor Pro Tempore;

WHEREAS, on May 8, 2018, the Antioch City Council approved Ordinance No. 2141-C-S to change the general municipal election system of the City of Antioch from at-large elections to by-district elections for City Council members commencing in the November 2020 General election.

WHEREAS, starting after the November 2020 elections, City Council member elections will be staggered so only two of the four District Council seats opens every two years;

WHEREAS, the City Council wishes to amend the Mayor Pro Tempore selection process and term to conform with the by-district election process commencing at the November 2020 general municipal election so Council members from all districts have the opportunity to serve as Mayor Pro Tempore;

WHEREAS, the City Council held a duly noticed public hearing on June 9, 2020 at which time all interested persons were allowed to address the City Council regarding adoption of this ordinance.

The City Council of the City of Antioch, California, does hereby ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 2. Section 1.401 of Title 2 of the Antioch Municipal Code is hereby amended, in part, to revise the following definitions to read as follows:

§ 2-1.401 SELECTION.

(A) At the first City Council meeting following each general municipal election, or at the first City Council meeting of December during every odd year commencing 2021, the City Council shall designate one of its members to be Mayor Pro Tempore.

(B) The City Council shall select the Mayor Pro Tempore as follows:

(1) The Council member who has not previously served as Mayor Pro Tempore shall be selected. If more than one Council member has not previously served

as Mayor Pro Tempore, the City Council shall select the member who received the highest percentage of votes from his or her district in the most recent general municipal election at which the council member was elected. If the selected Council member declines, the City Council shall select the next Council member who has not previously served and has the next highest percentage of votes from his or her district.

(2) If all Council members have previously served as mayor pro tempore, or if the Council members eligible in accordance with subsection (B)(1) decline, the City Council shall select the Council member who received the highest percentage of votes in his or her district in the most recent general municipal election at which the Council member was elected. If the selected Council member declines, or if the Council member would serve two consecutive years if chosen, the Council shall select the member with the next highest percentage of votes from his or district in the most recent general municipal election at which the Council member was elected.

SECTION 3. Section 1.402 of Title 2 of the Antioch Municipal Code is hereby amended, in part, to read as follows:

§ 2-1.402 TERM

The Mayor Pro Tempore shall serve a one-year term at the pleasure of the Council and until his or her successor qualifies for office. No Council member shall serve consecutive terms as Mayor Pro Tempore unless no other Council member eligible in accordance with section 2-1.401 is willing to serve as Mayor Pro Tempore.

SECTION 4. CEQA. Pursuant to the California Environmental Quality Act (“CEQA”) Guidelines § 15378 and California Public Resources Code § 21065, the City Council finds that this Ordinance is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Accordingly, this Ordinance is not subject to CEQA.

Even if this Ordinance qualified as a “project” subject to CEQA, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), (the so called “common sense exemption”) there is no possibility that this project will have a significant impact on the physical environment. The withdrawal of planning applications does not directly or indirectly authorize or approve any actual changes in the physical environment.

SECTION 5. Conflicts with Prior Ordinances. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 6. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have

no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 7. Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

I HEREBY CERTIFY that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 9th of June, 2020 and passed and adopted at a regular meeting thereof, held on the _____ day of _____, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Sean Wright, Mayor

ATTEST:

Arne Simonsen, MMC, City Clerk

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line

RECOMMENDED ACTION

It is recommended that the City Council:

1. Adopt the resolution to submit the "Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line," also known as the "Let Antioch Voters Decide" or "LAVD" Initiative, to the voters at the November 3, 2020 General Election.
2. Determine whether the City Council wishes to submit a ballot argument against the initiative measure and, if so, who will sign the argument on behalf of the City Council.

FISCAL IMPACT

A previous action on this agenda will request that the County administer the City's elections of its elected offices. The estimated additional cost for the County's administration of the election concerning this initiative would be \$ 100,316.

BACKGROUND

On July 2, 2018, the Contra Costa County Elections Department certified that LAVD Initiative has sufficient signatures to qualify for the ballot. (**Attachment A.**) The City Clerk issued a certificate recognizing the sufficiency of the Initiative Petition. (**Attachment B.**)

A full copy of this proposed initiative measure is attached as **Attachment C** to this Staff Report.

As part of his official duties concerning the initiative, the City Attorney was required to provide an impartial summary of the purpose and provisions of the initiative measure. His official summary, which by law was limited to no more than 500 words, currently reads as set forth below. This analysis will be reviewed by the City Attorney for this election and will be amended as the City Attorney deems necessary. Amendments to the impartial analysis will include reference to the SB 330 issue discussed below:

“This proposed initiative amends the Antioch General Plan to limit development in a part of the city known as the Sand Creek Focus Area. Within this area, the initiative seeks to protect Sand Creek and its tributaries, preserve agricultural land, protect open spaces, protect wildlife, preserve scenic views, and encourage enjoyment of nature. The initiative declares that development proposed within the area threatens achievement of these goals.

Presently, the General Plan allows up to 4,000 dwelling units in the Sand Creek Focus Area. The proposed initiative would reduce the allowed number of units to 2,100. Further, the initiative would require that General Plan designations of land within a defined “Initiative Area,” composed of all land within the Sand Creek Focus Area west of Deer Valley Road, be changed to “Rural Residential, Agriculture, Open Space.” Overall, more than 80% of land within the Initiative Area would be preserved as open space. A minimum parcel size of 80 acres would also be established for Initiative Area land.

With the Initiative Area, the proposed initiative would allow only certain uses. These would include single-family homes, uses secondary to residences (such as in-home occupations and offices), rental of rooms to lodgers in residences not exceeding four occupants, agricultural and agriculturally related uses (such as processing and boarding of animals), low-intensity recreational uses, and certain governmental, institutional, and non-profit uses. Uses that would detrimentally affect wetlands, stream corridors, grasslands, and wildlife would not be allowed. Development, agricultural activities, and grading would also be prohibited on certain slopes of 20% or more.

Within the Initiative Area, only one house with a maximum area of up to 6,000 square feet for residential structures (including accessory buildings) could be built per parcel. Other structures would be limited to maximum floor areas of 10,000 feet. (Certain agricultural structures could be allowed an additional 20,000 feet upon City Council approval.) All buildings on parcels would be required to be located in contiguous areas, as compact as possible, not to exceed two acres. Structures and roads on properties would also need to be located in ways that limit visibility from roads, parks, and public places. Structures also could not be located within 150 feet of any ridgeline or hilltop or where they will project into the view of ridgelines or hilltops from public places. Structures requiring city approval would require restrictive covenants barring creation of parcels or uses the initiative prohibits.

Separately, the proposed initiative amends the Antioch General Plan to permanently extend the requirement that City voters approve any amendment to the Urban Limit Line. (Presently, the General Plan requires voter approval for any such change only until December 31, 2020.) Approved by initiative in November 2005, the Urban Limit Line establishes a line through the Roddy Ranch and Ginochio properties at the south of the City beyond which only open spaces are allowed.”

PREVIOUS COUNCIL ACTIONS CONCERNING THE INITIATIVE MEASURE

The City Council first considered this initiative measure at its July 24, 2018 regular City Council meeting. When it did so, the Council was advised that state law provides three options when an initiative measure is received and sufficient signatures are obtained. They are:

1. Adopt the Initiative. In lieu of calling an election, the City Council could enact the initiative as written. (Elec. Code, § 9215(a).)
2. Call an Election. The Council could also call an election on the initiative. (Elec. Code, § 9215(b).)
3. Order a Report Regarding the Initiative. In lieu of immediately adopting the initiative measure or calling an election, the City Council could order a report concerning the initiative that would address, among other things, its impacts on City finances, consistency with City-adopted plans, infrastructure, prospect for business attraction, and any other matters the Council specified. (Elec. Code, §§ 9212, 9215(c).)

The Council chose the third option, and ordered that a report—often referred to as a “9212” report—be prepared. That report was presented to the Council at a special meeting on August 24, 2018. The Council then considered the remaining two options at its regular meeting on August 28, 2018. At that meeting, the Council chose the first adoption, enactment of the Initiative as written, in lieu of calling an election.

LITIGATION CONCERNING THE INITIATIVE MEASURE

Two property owners within the Sand Creek Focus Area filed lawsuits concerning the Initiative shortly after the Council’s approval. They challenged the initiative on several grounds. On May 31, 2019, the Superior Court issued a writ of mandate against the Initiative on one of these grounds, that the initiative was an improper amendment of what the Court considered an earlier adopted initiative, the “Ranch Initiative” proposed by Richland Communities.

As the City Council will recall, the Ranch Initiative—which allowed a scaled-back version of a development plan Richland had been processing, but otherwise mirrored the LAVD provisions for protection of the Sand Creek Focus Area—was adopted at the same July 24, 2018 Council meeting in which the LAVD Initiative was first considered. In issuing its writ, the Superior Court construed the LAVD Initiative as an amendment of the earlier-adopted Ranch Initiative. It held that the subsequent adoption of the LAVD amendment violated Elections Code section 9217. A copy of the Court’s ruling is attached as **Attachment D**.

The City appealed the Court’s order granting the writ in July 2019. Ultimately, the City chose to withdraw this appeal, which it did in early January of this year. Save Mount Diablo, which has acted an intervenor in the litigation for the LAVD Initiative proponents, has filed its own appeals in the litigation.

REMAINING ACTION FOR COUNCIL TO TAKE ON THE INITIATIVE MEASURE

It is recommended that the City Council call the election on the Initiative. The Council has already received the "9212" report concerning the Initiative and the Superior Court has ordered the City to call the election. To ensure the City Council can carry out this ministerial duty, a resolution has been prepared to call the election and to request that the County Registrar of Voters conduct the election. This election will be consolidated with the other City elections for which consolidation was concerned in an earlier item on this same agenda. That resolution is attached as **Attachment E**.

It is also recommended that the City Council determine whether it desires to submit an argument in opposition to the initiative measure. Under Elections Code section 9282(a), "For measures placed on the ballot by petition, the persons filing an initiative petition pursuant to this article may file a written argument in favor of the ordinance, and the legislative body may submit an argument against the ordinance." Any argument submitted by the City Council would require at least three members of the City Council to support filing an argument. State law requires that arguments be signed by at least one member of the organization submitting the argument, so the Council would need to determine who would sign on its behalf.

2018 "SB 330" LEGISLATION

The City Attorney's Office believes it is important to note the enactment of legislation that took effect on January 1 of this year. This legislation is known by its bill number, "SB 330," and was passed late in the 2019 legislative session.

Among SB 330's many provisions are a new section of the Government Code, section 66300, which substantially limits the types of land use regulations cities may enact. Under this new legislation, any "affected city,"¹ which includes Antioch,² is precluded from enacting any "development policy, standard, or condition"³ that results in the authorization of lesser development rights. (Gov. Code, § 66300(b).) The types of local enactments affected by this new limitation include:

- Changes in general plan designations, specific plan designations, or zoning districts that result in "less intensive"⁴ development than was permitted as of January 1, 2018 (Gov. Code, § 66300(b)(1)(A)); and
- Limitations or caps on the number of housing units that may be developed within a specific area or designation. (*Id.*, § 66300(b)(1)(D).)

¹ Gov. Code, § 66300(a)(1)(A). Such an area is one defined by the United States Census as an "urbanized area."

² Antioch is listed in the 2010 Census as an "urbanized area." (https://www2.census.gov/geo/maps/urbanarea/uaoutline/UA2000/ua02683/ua02683_00.pdf)

³ This term is defined as any adoption or amendment of a general plan, specific plan, zoning ordinance, or subdivision criterion. (Gov. Code, § 66300(a)(1)(B)(5).)

⁴ Development becomes "less intensive" when, among other things, minimum lot sizes are increased, increased setbacks are imposed, or maximum lot coverage standards are imposed. (Gov. Code, § 66300(b)(1)(A).)

These limitations are applicable not only to City Council-approved actions but to policies or standards enacted by voters. (*Id.*, § 66300(a)(1)(A)(3).)

California courts have made clear that even if a proposed initiative measure is believed to have potential legal defects, it should still be placed on the ballot. Challenges to initiatives may in some cases be raised before an election (in what is called a “pre-election” challenge) or, as is preferred, after an election (through a “post-election” challenge.) In light of these remedies, courts have made clear that an agency should not substitute its judgment for the judgment of the courts in deciding legal challenges to voter measures. To this end, calling an election is the correct legal course of action even if questions exist as to the measure’s enforceability if approved.

ATTACHMENTS

- A. July 2, 2018 Letter from Jessica Datangel, Elections Specialist, to Arne Simonsen, City Clerk
- B. Clerk’s Certificate of Sufficiency
- C. Copy of the “Let the Voters Decide: The Sand Creek Area Protection Initiative”
- D. Order After Hearing of the Superior Court, May 31, 2019
- E. Resolution Calling an Election on November 3, 2020 for the Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter Approval Of Amendments To Urban Limit Line

Registration Section
925.335.7800
925.335.7838 fax
voter.services@vote.cccounty.us

Contra Costa County
Clerk-Recorder-Elections Department

555 Escobar Street
Martinez, CA 94553



Joseph E. Canciamilla
County Clerk-Recorder
and Registrar of Voters

Scott Konopasek
Assistant County Registrar

ATTACHMENT A

RECEIVED

JUL 3 2018

CITY OF ANTIOCH
CITY CLERK

July 2, 2018

Arne Simonsen
City Clerk
City of Antioch
200 H Street
Antioch CA 94509

Re: Initiative To Change General Plan Designations Within The Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line.

Dear Arne,

On June 12, 2018 we received your letter requesting a full count of the petition named above. Upon the completion of the full count the number of valid signatures is 5,682. A detailed breakdown is attached.

The petition is not a public record and may not be examined by anyone other than the public officer or public employees who have the duty of receiving, examining or preserving the petitions. Pursuant to Election Code section 17200 the petition must be kept eight months after the final examination of the petition.

If you have any questions please contact Jackie St. George, Election Processing Supervisor, of Contra Costa County at Jackie.stgeorge@vote.cccounty.us or call 925.335.7810.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Datangel".

Jessica Datangel
Elections Services Specialist



Petition Result Breakdown

Initiative to Change General Plan Designations Within the Sand Creek Focus Area
Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter App

Signatures Required	0		
Raw Count	5,972		
Sample Size	5,972	Percent of Sigs	Percent of
Sigs Checked	5,915	Checked	Sample Size
Sigs Not Checked	57		1.0 %
Sigs Valid	5,682	96.1 %	95.1 %
Sigs Invalid	233	3.9 %	3.9 %
Duplicated	9	0.0 %	0.2 %
Non-duplicate Invalids	224	4.0 %	3.8 %

RESULT ABBR	RESULT DESCRIPTION		
Approved	Approved	5,682	96.1 %
NotReg	Not Registered	51	0.9 %
OutOfDist	Out of District	8	0.1 %
Duplicate	Signed more than once	9	0.2 %
RegLate	Registered Late	45	0.8 %
RegDiffAdd	Registered at a Different Address	31	0.5 %
NoResAdd	No Residence Address Given	3	0.1 %
NoSig	No Signature	2	0.0 %
SigNoMatch	Signatures Don't Match	84	1.4 %

STATISTICS SUMMARY	Value	% Raw	% Req	
Pages Processed	1057	100.0 %		
Total Checked	5915	99.0 %	0.0 %	
Uncorrected Valid	5682	95.1 %	0.0 %	
Duplicate Adjustment	0			Min Required (95%): 0.0
Estimated Valid	5682	95.1 %	0.0 %	Min Required to pass Based on Sample (110%): 0.0

OFFICE OF THE CITY CLERK



CERTIFICATE OF

SUFFICIENCY OF PETITION

I, Arne Simonsen, CMC, City Clerk of the City of Antioch, County of Contra Costa, State of California hereby certify that:

The petition entitled "Initiative To Change General Plan Designation Within The Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line" was filed with the City Clerk Department on June 11, 2018;

That said petition consists of 1,057 sections;

That each section contains signatures purportedly to be signatures of qualified electors of the City of Antioch, California;

That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between when the purported qualified electors signed this petition;

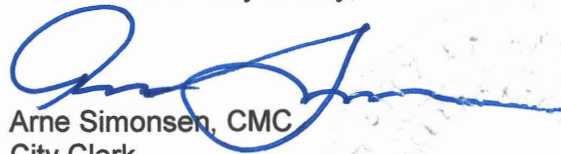
That the affidavit stated his or her own qualification, that he or she had solicited upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own information and belief, each signature was the genuine signature of the person whose name is purports to be;

That after the proponents filed this petition and based on the County of Contra Costa Registrar of Voters' Signature Verification Certificate, I have determined the following facts regarding this petition:

1. Total number of signatures filed by proponent raw count:	<u>5,972</u>
2. Total number of signatures checked:	<u>5,915</u>
3. Number of signatures found sufficient:	<u>5,682</u>
4. Number of signatures found insufficient:	<u>233</u>
5. Number of signature insufficient because of Duplication:	<u>9</u>
6. Number of signature not checked:	<u>57</u>
7. Total number of signature required:	<u>5,094</u>

Based on the above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Antioch this 3rd day of July, 2018.


 Arne Simonsen, CMC
 City Clerk
 City of Antioch

RECEIVED

FEB - 8 2018

CITY OF ANTIOCH
CITY CLERK

Michael Amorosa
404 W. 4th Street
Antioch, CA 94509

February 8, 2018

Mr. Arne Simonsen, City Clerk
200 H Street
Antioch, CA 94509

Re.: Let Antioch Voters Decide: The Sand Creek Area Protection Initiative

Dear Mr. Simonsen:

Enclosed please find:

- (1) Notice of Intent to Circulate Petition
- (2) Text of the Let Antioch Voters Decide: The Sand Creek Area Protection Initiative, *17 pages*
- (3) Declaration not to misuse signatures

Pursuant to Elections Code Section 9203(a), please have prepared a ballot title and summary of the enclosed initiative.

If at all possible, please furnish the ballot title and summary both electronically and in hard copy. My email address is xcrunmr@msn.com.

Thank you very much.

Sincerely



RECEIVED

FEB - 8 2018

CITY OF ANTIOCH
CITY CLERK

Notice of Intent to Circulate Petition

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Antioch for the purpose of amending the Antioch General Plan to protect open space, nature, agricultural lands and the quality of life of Antioch residents. A statement of the reasons of the proposed action as contemplated in the petition is as follows:


The Sand Creek area of south Antioch is a vital part of the remaining open space lands of the City. It includes hills, streams, wildlife habitat, and agricultural lands. But it is at risk of development. Recently, large-scale subdivisions have been proposed. This Initiative will preserve the natural qualities, wildlife, beauty and tranquility of the Sand Creek area. It will provide for agriculture and outdoor recreation, protect water quality, wildlife habitat and scenic views, maintain the urban limit line, and support City plans to revitalize developed areas already served by transit and other infrastructure. The Initiative will establish long-term protections that can be changed only by a vote of the people of Antioch.



Michael Amorosa
404 W. 4th Street
Antioch, CA 94509



Selina Button
320 W. 8th Street
Antioch, CA 94509



Kristina Gutilla
4449 Shannondale Drive
Antioch, CA 94531

RECEIVED

FEB - 8 2018

CITY OF ANTIOCH
CITY CLERK

ACKNOWLEDGEMENT REGARDING USE OF SIGNATURES

I, Michael Amrosca, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



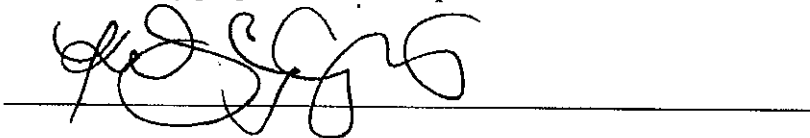
Dated this 6 day of February, 2018

I, Selina Button, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



Dated this 6 day of February, 2018

I, Kristina Gutilla, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



Dated this 6 day of February, 2018

RECEIVED

FEB - 8 2018

CITY OF ANTIOCH
CITY CLERK



Let Antioch Voters Decide: The Sand Creek Area Protection Initiative

The people of the City of Antioch do ordain as follows:

Section 1: Purposes

The principle purposes of this Ordinance are to protect public security and wellbeing, and to preserve agriculture, nature, and open space in Antioch.

The Ordinance:

- restricts the extent and amount of development in Antioch;
- maintains the existing urban limit line;
- preserves nature, open spaces, and historic qualities;
- maintains agriculture;
- protects the Sand Creek stream corridor;
- limits traffic congestion in Antioch;
- requires voter approval to change these safeguards.

Section 2: Findings

The people of Antioch do find and declare:

(a) Protection of Agriculture and the Natural Environment: The area protected by this Initiative is undeveloped land in the Sand Creek area of south Antioch. It includes agricultural lands, hills, streams, and wildlife habitat. Historically, the area has been used for mining and ranching. It is a beautiful, natural contrast to urban development in Antioch and neighboring cities.

(b) Development in Antioch: There has been a large amount of residential development in Antioch in the last thirty years. This has created a serious housing/jobs imbalance, with many more houses than jobs. Antioch's population has more than doubled to 115,000. As a consequence, many of the desirable natural, open space and historic qualities of the city have been lost; much of what remains is in near-term jeopardy.

(c) Development in the Initiative Area: Large-scale subdivisions have been proposed in the area covered by the Initiative. Substantial additional development would destroy agriculture, stream qualities, grasslands and scenic views. Habitat for wildlife would be lost. Development would make traffic congestion worse on city streets and Highway 4, and would increase air pollution and greenhouse gas emissions in Antioch. Sprawl would be costly, to extend public facilities and services to new residential areas. Now is the time to protect these lands before they are permanently developed.

(d) **Agriculture**: Farmland is an irreplaceable natural resource, essential for food security. It is being lost steadily to development in the San Francisco Bay Area. More than 1,500 acres of land covered by this Initiative are classified as Farmland of Local Importance by the State Department of Conservation, over 650 acres as Prime Soils by the United States Department of Agriculture.

(e) **Wildlife Habitat**: A number of plant and animal species at risk of extinction exist in the Initiative Area. Land use must be carefully regulated to avoid ruining species habitats or obstructing migratory corridors.

(f) **Watercourses**: Sand Creek and its tributaries flow through the area covered by the Initiative. Development can have an adverse effect on the quality and quantity of that water, and on riparian wildlife. Residential development increases pollution by putting chemicals and automobile related effluents into runoff, and by reducing the area available for filtration. Flood and erosion control are often adverse to preservation of the natural qualities of streams.

(g) **Scenic Beauty**: The Sand Creek area is a scenic gateway to the City and contains the majority of Antioch's untrammeled hills. It serves as a prominent vista for residents and visitors. Development must be controlled in order to avoid spoiling these views and marring a major natural asset.

(h) **Current Development Regulation**: Antioch's existing General Plan does not provide adequate, secure protection for the Initiative Area. The General Plan permits large-scale development on these lands that are a vital part of the city's remaining open space. Further conversion to urban uses will occur unless a firm commitment is made now to preservation of agriculture and nature.

(i) **Housing**: The Initiative does not affect the City's ability to provide for housing required by State law. It maintains all sites that have been designated to meet Antioch's Regional Housing Needs Allocations.

(j) **Burden of Proof**: For purposes of California Evidence Code Section 669.5(c)(3), this Initiative is designed to protect agricultural use as defined in Government Code Section 51201(b), and open space land as defined in Government Code Section 65560(b).

(k) **Federal and State Law**: This Initiative is subject to Federal and State Law, which are not always clear and change. The Initiative provides explicitly that it does not apply, notwithstanding its terms or literal meaning, to the extent that its application would be contrary to Federal or State Law. This explicit limitation on applicability is to make certain that the provisions of the Initiative do not violate the law in any respect, infringe any person's legal rights or privileges, or subject the City to legal liability.

(l) **Preservation of the Urban Limit Line**: In 2005, Antioch voters adopted Measure K establishing an Urban Limit Line. Under that measure, through December 31, 2020, only the voters may change the location of the Line. After that date, voter approval is not required. Maintaining voter approval beyond 2020 is in the best interests of Antioch residents.

Section 3: Title

The title of this Initiative is "Let Antioch Voters Decide: The Sand Creek Area Protection Initiative." It may be referred to in this General Plan and otherwise as the "Sand Creek Area Protection Initiative" or the "Sand Creek Initiative." It is designated in the text interchangeably as the "Initiative," "Measure," or "Ordinance."

Section 4: Amendment of Antioch General Plan

Sections 3 through 21 of this Initiative are added to the Antioch General Plan. They shall be located in the Plan where City officials deem appropriate. They shall be identified distinctly in the Plan and in subsequent plans and revisions as enacted by initiative.

Section 5: Initiative Area

This Initiative applies to land in the parcels listed in Section 20(h). (The map in Appendix 1 depicts approximately the area covered; in general, the land bounded by Black Diamond Mines Regional Preserve on the west, East Bay Regional Park District lands and the city border on the south, Deer Valley Road, and existing residential development on the north. The map is illustrative only. It is not enacted by the Initiative.)

The Initiative Area shall be designated "Rural Residential, Agriculture, Open Space" in this Plan, including its maps, figures, and tables.

Section 6: Compliance with Law

(a) Notwithstanding their terms or literal meaning, the provisions of this Ordinance are not applicable to the extent that courts decide that if they were applied they would violate the Federal or State Constitution or law.

(b) To the extent that a provision of this Ordinance does not apply because of subsection (a), the City may permit only that minimum parcel creation, development, or use required by Federal or State Constitution or law that most fully carries out the provisions and purposes of this Ordinance.

Section 7: State Housing Requirements

Nothing in this Ordinance, including in this Section, shall be applied to preclude City compliance with housing requirements imposed by the State. The City shall comply fully with State housing mandates in a way that is most consistent with the provisions and purposes of this Ordinance.

To the maximum extent practicable, the City shall meet State housing requirements outside the Initiative Area. If required housing must be located in the Initiative Area, no more land may be used than is necessary to meet State requirements. Minimum parcel size and

maximum development envelopes and floor areas in this Ordinance shall not apply to that land for State required housing.

Section 8: Minimum Parcel Size

The minimum parcel size is 80 acres, except for parcels that are legal under Section 17.

Section 9: Certificates of Compliance

The City shall not grant a certificate or conditional certificate of compliance regarding any division of land except as required by State law. All permissible restrictive conditions shall be imposed on a certificate. The owner or subsequent transferees of property shall be held to strict compliance with those conditions. A certificate of compliance creates no right to develop, nor diminishes in any respect the City's authority to control development.

Section 10: Permissible Uses

The following uses only, and their normal and appropriate accessory uses and developments, may be permitted by the City in the Initiative Area, provided however that all use and development must comply with the provisions of this Plan and with other City plans and ordinances:

- (a) One single family dwelling unit on a parcel, secondary units required by State law, and housing occupied only by bona fide farm workers employed on the parcel or on a farm or ranch which includes the parcel;
- (b) Rental of rooms to lodgers, including board, not exceeding four lodgers in a residence;
- (c) In-home occupations and offices, secondary to residential use and conducted primarily by residents of a parcel;
- (d) Agriculture, including grazing, arboriculture, horticulture, viticulture, research and breeding, rearing, care, use and sale or rental of ruminants, pigs, poultry and bees, but not including feedlots unless most of the feed over a calendar year will be grown in the Initiative Area; provided, however, only small scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms and nurseries may be permitted. Agriculture uses shall not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;
- (e) Processing, storage or sale of agricultural produce, most of which over a calendar year is grown in the Initiative Area, that has no substantial deleterious effects on the environment, but not including freezing facilities or slaughterhouses;
- (f) Breeding, rearing, boarding, training, care, use and sale or rental of horses, dogs and other animals not covered in paragraph (d), provided that any activity does not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;

(g) Low-intensity outdoor recreation, exercise, and pastimes predominantly for active participants, not spectators, and subordinate auxiliary uses and development, including camps, picnic facilities, provision of food and drink, and safety and sanitary services; these permissible uses and developments do not include, among other things, amusement or theme parks, golf courses, firearm ranges, stadiums or arenas (except equestrian riding rings), motor vehicle tracks, courses or facilities for off-road use, or recreational vehicle parking (other than vehicles for the personal use of the owner of the parcel) for more than 14 days within a month. Uses and developments permitted under this paragraph shall be compatible with a rural environment and not contribute significantly to pollution, noise, or other environmental harm;

(h) Institutional and other non-profit uses that predominantly serve permitted uses in the Initiative Area and adjacent areas, except cemeteries, and facilities for convalescence, rehabilitation and hospice care for not more than six patients, that do not substantially impair the environment;

(i) Government and public utility uses that are limited to meeting needs created by permitted uses in the Initiative Area, except to the extent the City Council reasonably finds substantial public need that cannot practicably be met outside that area, that do not unnecessarily or unreasonably impair the environment. However, this exception shall not apply to waste disposal, processing or treatment, or to electrical power production or transmission primarily for sale. The Antioch Unified School District may build and use school facilities. Publicly provided outdoor recreation and pastimes and subordinate auxiliary facilities are permitted if like private uses and development would be allowed;

(j) Occasional short-term events related to agriculture, animals or outdoor recreation that do not cause significant environmental harm.

Section 11: Areas of Special Environmental Concern

(a) Wetlands: Development or use, except for permissible flood control, is not permitted if by itself or in conjunction with other development or use it would reduce appreciably the quantity or biological quality of wetlands. "Wetlands" are areas permanently or periodically covered or saturated by water, including vernal pools, where hydrophytic vegetation is present under normal conditions, or soils are primarily hydric in nature, or are designated as wetlands by Federal or State law.

(b) Stream Corridors: Development or use is not permitted if by itself or in conjunction with other development or use it would impair appreciably the quantity or quality of water or of native vegetation in a stream corridor, except for permissible flood control, stock ponds, or preservation of special status species. "Stream corridors" are areas within 200 feet of the centerline of a permanent or intermittent stream.

(c) Grasslands: In permitting uses and developments, the City shall act to preserve a viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell

Ranch (Marsh Creek) State Park, as shown in Figure 8 (Proposed Habitat Linkages) in the Framework for Resource Management in Appendix A to this Plan.

(d) Wildlife: No development or use is permitted that by itself or in conjunction with other development or use would reduce appreciably the number, prevent the recovery in number, or impair the genetic variability of one or more special status species.

(e) Steep Slopes: No building may be located, in whole or in part, on a slope of 20% or more, unless there is no other site on a parcel. No building may be located on a site that cumulatively has access for more than 50 feet over a slope of 20% or more, unless there is no other site on a parcel. No grading may take place on a slope of 20% or more unless necessary to maintain fire roads or provide access to a permitted residence. Cultivated agriculture may not be conducted on a slope of 20% or more. Slope percentages are based on the steepness of slopes in their natural, unaltered state, and are calculated by dividing altitude increase over each 20 feet of vertical slope by 20.

Section 12: Development Envelopes

All buildings on a parcel must be located within a contiguous area, as compact as reasonably practicable, not to exceed 2 acres, except for buildings that the Council finds must necessarily be located outside that area for permitted agricultural use, processing, storage or sale of agricultural produce, breeding, boarding, rearing, care, training, use or sale or rental of animals under Section 10(f), outdoor recreation, exercise and pastimes, institutional or other non-profit uses, government or public utility use, and short-term events.

Section 13: Maximum Floor Areas

(a) The maximum aggregate floor areas for all floors in all buildings on a parcel, except basement and cellar floors, may not exceed 10,000 square feet; residential and residential accessory building floors may not exceed 6,000 square feet of this maximum.

(b) The City Council may increase the maximum floor area by up to 20,000 square feet, in aggregate, if necessary for agricultural use, processing or storage of produce, breeding, rearing, boarding, training, care and use of animals, outdoor recreation, exercises or pastimes, institutional or other non-profit uses, government or public utility use, or short-term events.

Section 14: Visual Safeguards

(a) New or reconfigured parcels must be created or drawn, to the extent practicable, to minimize visibility of development from roads, parks and other public places. Structures may not be located on or within 150 feet of any ridgeline or hilltop, or where they will project into the view of a ridgeline or hilltop from public places, unless there is no less intrusive site on the parcel or on a contiguous parcel in legal or de facto common ownership on or at any time subsequent to the date this Ordinance became effective. To the extent practicable, consistent with other provisions of this Plan, structures shall be located, including by setbacks from parcel boundaries, on that part of a parcel which minimizes visibility from roads, trails and other public

places. Roads shall be consolidated and located, as practicable, where they are least visible from public places.

(b) Development shall be subordinate to and blend harmoniously with the natural and open space qualities of the area where located. The alteration of natural topography, vegetation, and other qualities by grading, surfacing, excavation, or deposition of material shall be allowed only to the extent necessary for permitted uses. Appropriate landscaping, design, and building materials shall be required by the City in all cases to reduce as much as practicable the visual impact of development. The height of buildings may not exceed 30 feet, except as necessary for agricultural use.

(c) Visibility of development from roads, parks and other public places shall be determined from a reasonable, representative sample of vantage points that will accomplish the objectives of this Section.

Section 15: Covenants

Before a structure requiring City approval may be permitted on a parcel, the City must receive a fully-executed covenant, running with the land, that bars creation of parcels, development or use on the parcel that would not be permitted under this Initiative. The covenant shall be granted to the City and, if practicable, jointly to an independent land trust (that complies with the standards and practices of the Land Trust Alliance). The covenant shall be negative only. It shall convey no possessory interest to the City or Trust, nor confer any right of public access. The owner retains exclusive occupancy and use. The City has no responsibility or liability because of the covenant for acts or omissions on the property, except in good faith and effectually to remedy violations of the covenant. Covenants shall be recorded as appropriate in the County land records.

Section 16: Transferable Development Credits

The City shall study and evaluate a transferable development credits program as a means of transferring permissible development from the Initiative Area to other locations.

Section 17: Applicability

(a) Parcels, structures, uses, or surface alterations to the extent that they existed legally at the time this Ordinance became effective remain valid, except if their authorized time limit expires they may not be reestablished to the extent inconsistent with this Ordinance, they are eliminated voluntarily or abandoned, or a use is contrary to Section 11. Parcels, structures, surface alterations or uses may not be changed or expanded to the extent that would cause a violation of any provision of this Ordinance, or would augment or make more serious what would have been a violation if created or done after the Ordinance became effective.

(b) This Ordinance shall be applied to proposed parcels, development and uses that have not received all required City discretionary approvals and authorizations prior to the Ordinance's effective date, except to the degree application would be contrary to State law.

(c) This Ordinance applies to the City and to its agencies, officials and properties, as well as to all other persons and entities.

Section 18: Inconsistent City Plans, Ordinances and Actions

(a) Except as provided in Section 25, any provision of this General Plan, whether adopted before or after this Initiative became effective, is nullified to the extent that it is inconsistent with the Initiative, unless voters approved the provision after approval of the Initiative.

(b) Application of any specific or other City plan, or any ordinance, resolution or regulation is barred to the extent in conflict with this Initiative.

(c) To the extent inconsistent with this Initiative, no subdivision or parcel map, development agreement, permit, variance or other action may be approved, permitted or taken by the City, its agencies or officials (including approval or permission by law because of inaction), or is valid legally, unless mandated by State law.

(d) Provisions of this Plan and other City plans, ordinances, resolutions, regulations, and actions, whether adopted or taken before or after this Initiative became effective, are not inconsistent with the Initiative because they impose prohibitions, restrictions, regulations, conditions, requirements or remedies with respect to parcels, development, or use greater than or in addition to those imposed by the Initiative. The Initiative establishes only minimum prohibitions, restrictions, regulations, conditions, requirements and remedies which the City may augment or supplement without creating any conflict or inconsistency, provided that it does not permit parcels, development, or use barred by the Initiative.

Section 19: Implementation and Enforcement

(a) The Council, City agencies and officials shall enforce the provisions of this Measure diligently and effectually. They shall review uses and the location, nature, amount, visibility, and environmental effects of proposed developments and parcels to ensure compliance with the Measure. They shall use the most effective means at their disposal, subject to official discretion mandated by State law, to avoid, prevent, abate and remedy violations. Violations are public nuisances and, as provided by statute, misdemeanors.

(b) Residents, organizations with members in the City, and others with standing may enforce this Measure, and the covenants required under Section 15, by judicial proceedings against any government agency, person, group, or entity that is in violation of the Measure or a covenant, or to prevent violations.

(c) The City may, in its discretion, particularize and implement this Measure by appropriate legislation and actions, in all cases in full consistency with the substantive content and purposes of the Measure.

Section 20: Definitions

For purposes of this Ordinance, unless the text or context compels a different meaning:

- (a) "Appreciably" means measurably or perceivably and "appreciable" means measurable or perceivable, but not minute;
- (b) "Basements" and "cellars" are the lowest stories of buildings, but only if at least 80% of the story's cubic area is below both the adjacent land level and the natural grade;
- (c) "Building" is any structure under a roof supported by one or more walls, columns, poles, or other means, including greenhouses, hoop houses and covered arenas;
- (d) "City" is the City of Antioch, and "Council" is the City Council of Antioch;
- (e) "Development" is the construction, erection, placement or appreciable alteration of a structure, including mobile dwelling units; it also means appreciable land alteration, including grading, surfacing, excavation, or deposition of material;
- (f) "Floor Area" means the area of all floors, regardless of composition including soil, under roof, in or connected to buildings, including porches, decks, carports, and attic floors to the extent that the height of the ceiling is five feet or more above the floor;
- (g) "Including" or "includes" means includes but is not limited to the items listed, consistent with the text and purposes of the Ordinance;
- (h) "Initiative Area" means the land designated on January 1, 2018, by Assessor's Parcel Numbers 057-010-001, 057-010-002, 057-010-003, 057-010-004, 057-021-003, 057-041-001, 057-041-002, 057-041-003, 057-041-004, 057-041-005, 057-041-006, 057-041-007, 057-041-009, 057-041-013, 057-041-015, 057-041-016, 057-041-018, 057-041-019, 057-041-020, 057-041-021, 057-041-022, 057-041-023, 057-041-024, 057-060-006, 075-132-009, 075-132-010, 075-132-011, 075-132-012, 075-132-013, 075-132-014, 075-132-015, and 075-132-016;
- (i) "Practicable" means capable of being done or put into effect;
- (j) "Small-scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms, or nurseries" are those that are commonly classified or regarded as small in their respective lines of activity (the City Council can particularize these definitions in accordance with Section 19(c));
- (k) "Special status species" are species listed, proposed for listing, or candidates for listing as rare (plants), threatened or endangered under the Federal or California Endangered Species Acts, plant species with a Rare Plant Rank of 1A, 1B, 2 or 3 in the California Native Plant Society's *Inventory of Rare and Endangered Vascular Plants of California*, plants listed as rare under the California Native Plant Protection Act, wildlife and invertebrate species listed by the California Department of Fish and Wildlife as species of special concern or fully protected species under California Fish and Game Code Sections 3511, 4700, 5050, and 5515, species that meet the

definition of rare or endangered under the California Environmental Quality Act (Sections 15380 and 15125(c)), species considered to be a taxon of special concern by local agencies, and species considered sufficiently rare by the scientific community to warrant special consideration;

(l) "Structure" includes any building, tower, utility line, tank, pole or other object constructed, erected or placed on a parcel, the existence and use of which requires location on the ground or attachment to some thing located directly or indirectly on the ground.

Section 21: Amendments

This Initiative may be repealed or amended only by the voters of Antioch, except the Council may make amendments that are fully consistent with the substantive content and purposes of the Initiative.

Section 22: Urban Limit Line

The location of the Urban Limit Line enacted in Antioch Measure K on November 8, 2005, may be changed only by the voters.

Section 23: Effective Date

This Initiative shall become effective on the date provided by statute, except if all the General Plan amendments permitted by law in the year in which the Initiative is approved have been made, the Initiative shall become effective at the beginning of January of the following year, as the first amendment of that year.

Section 24: Severability

If one or more than one section, subsection, paragraph, sentence, clause, term or application of this Measure is adjudicated to be invalid or inapplicable, that shall not cause any other part or application to be invalid or inapplicable unless the clear effect of holding that other part or application valid or applicable would be to defeat, on balance, the objectives of the Measure. Each part of this Measure would have been enacted as it is irrespective of the fact that one or more other parts are held invalid or inapplicable, except to the extent that enactment would have defeated, on balance, the purposes of the Measure.

Section 25: Conflicting Ballot Measures

If there were one or more other General Plan amendments on the same ballot as this Initiative, dealing with the same subject matter, that were approved by the voters, this Initiative shall be effective unless the other amendment or amendments received more votes and except to the extent that they constitute a complete regulatory scheme for an area or subject covered by this Initiative or are in specific, definite, irreconcilable conflict with this Initiative. Provisions in a measure purporting to nullify provisions of this Initiative on any other basis are ineffective.

Section 26: Changes in the General Plan for Consistency

(a) The General Plan is amended as follows to make it and this Ordinance consistent. Material in the Plan deleted is in strikeout type. Material added is underlined. Material unchanged is omitted, even within a paragraph or sentence, unless deemed necessary to understand an amendment.

(b) Notwithstanding Section 21 of this Ordinance, provisions in this Section may be amended by the City, provided that amendments are consistent with the substantive content of the other provisions of this Ordinance.

P. 4-6: **4.4 Intensity and Distribution of Land Use**

...Table 4.A...identifies which land use types are appropriate within which land use designations.

PP. 4-9 through 4-14:

Table 4.A – Appropriate Land Use Types

**Rural Residential,
Agriculture, Open Space**

Large Lot Residential. ... Residential developments of this type shall be designed as large suburban parcels within subdivisions within the Urban Limit Line and as rural residential uses <u>in the Sand Creek Initiative Area and outside of the Urban Limit Line.</u>	✓
...	
Residential Care Facilities.	✓
...	
Outdoor Recreational Facilities.	✓
...	
Recreational Vehicle Park.	<u>✓7</u>
...	
Open Space.	✓
Religious Assembly.	<u>✓1</u>
Schools, Public and Private.	<u>✓1</u>

P. 4-15: **Table 4.B – Anticipated Maximum General Plan Build Out in the City of Antioch**

	Single-Family (Dwelling Units)	Multi-Family (Dwelling Units)
Focus Areas¹		
Sand Creek Focus Area	3,537 1,938	433 162
Subtotal	6,439 <u>4,839</u>	5,570 <u>4,941</u>
TOTAL	35,462 <u>33,862</u>	11,912 <u>11,284</u>

P. 4-17: **Table 4.D – Anticipated Maximum General Plan Build Out in the General Plan Study Area**

Focus Areas ¹	Single-Family (Dwelling Units)		Multi-Family (Dwelling Units)	
	Sand Creek Focus Area	3,537	1,938	433
Subtotal	6,839	5,239	5,570	4,941
TOTAL	35,862	34,262	11,912	11,284

P. 4-18: **4.4.1.1 Residential Land Use Designations**

~~Six~~ Seven residential land use designations are set forth

Rural Residential, Agriculture, Open Space. This designation allows single-family rural residential development as provided by the Sand Creek Area Protection Initiative. This designation, typically involving large parcels, protects agriculture, grasslands, and open space as well as permitting housing in rural areas. Maximum house size with accessory buildings is 6,000 square feet. Dwelling unit densities are less than one per acre. Population densities typically will be less than one person per acre.

PP. 4-38 through 4-44: **4.4.6.7 Sand Creek, b. Policy Direction**

~~The Sand Creek Focus Area is intended to function as a large-scale planned community providing needed housing and employment opportunities. This Focus Area is also intended to provide substantial employment opportunities. West of Deer Valley Road, the Sand Creek Focus Area, under the Sand Creek Initiative, provides rural residential housing and preserves agriculture, grasslands, and open space. East of Deer Valley Road, it provides primarily housing and employment opportunities. Up to approximately 280 acres are to be devoted to retail and employment generating uses east of Deer Valley Road, which will result in the creation of up to 6,500 jobs at build out. Residential development within the Sand Creek Focus Area east of Deer Valley Road will provide for a range of housing types, including upper income estate housing, golf course-oriented age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, and multifamily development. Residential development west of Deer Valley Road will be low-density, rural single-family detached houses. The Sand Creek stream corridor, hilltops, ridgelines, hillsides and sensitive biological resources will be protected throughout the Focus Area.~~

- k. A maximum of ~~4,000~~ 2,100 dwelling units may be constructed within the Sand Creek Focus Area.density bonuses may not exceed the total maximum of ~~4,000~~ 2,100 dwelling units for the Sand Creek Focus Area.
- l. It is recognized that although the ultimate development yield for the Focus Area may be no higher than the ~~4,000~~ 2,100 dwelling unit maximum, the actual development yield is not guaranteed by the General Plan, and could be substantially lower.
- m. As a means of expanding the range of housing choices available within Antioch, ~~three~~ several types of “upscale” housing ~~are to~~ may be provided, including Hillside Estate Housing and Executive Estate Housing, ~~and Golf Course Oriented Housing.~~

Hillside Estate Housing consists of residential development within the hilly portions of the Focus Area east of Deer Valley Road that are designated for residential development.

Executive Estate Housing consists of large lot suburban subdivisions within the flatter portions of the Focus Area east of Deer Valley Road.

~~Golf Course-Oriented Housing consists of residential dwelling units fronting on a golf course to be constructed within the portion of the Focus Area identified as Golf Course/Senior Housing/Open Space in Figure 4.8. Appropriate land use types include Single Family Detached and Small Lot Single Family detached for lots fronting on the golf course. Maximum densities for golf course-oriented housing would typically be 4 du/ac, with lot sizes as small as 5,000 square feet for lots actually fronting the golf course. Given the significant environmental topographic constraints in the portion of the focus area west of Empire Mine Road, the minimum lot size for executive estate housing within this area shall be a minimum of 10,000 square feet. This would allow additional development flexibility in situations where executive estate housing needs to be clustered in order to preserve existing natural features. In no case shall the 10,000 square foot minimum lot size constitute more than 20 percent of the total number of executive estate housing units in the area west of Empire Mine Road. The anticipated population density for this land use type is up to eight to twelve persons per acre developed for residential uses. Should the City determine as part of the development review process that development of a golf course within the area having this designation would be infeasible, provision of an alternative open space program may be permitted, provided, however, that the overall density of lands designated Golf Course/Senior Housing/Open Space not be greater than would have occurred with development of a golf course.~~

- q. Age-restricted senior housing... may be developed in any of the residential areas of the Sand Creek Focus Area east of Deer Valley Road, or on parcel 057-041-012, west of Deer Valley Road, which is not included in the Sand Creek Initiative Area.
- s. Sand Creek, ridgelines, hilltops, stands of oak trees, and significant landforms shall be preserved in their natural condition. Overall, a minimum of 25 more than 80 percent of the Sand Creek Focus Area shall west of Deer Valley Road will be preserved in open space, with large lot sizes, restrictions on use, and limitations on development envelopes and building floor areas, and other regulations exclusive of lands developed for golf course use.
- v. A viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell Ranch State Park shall be retained using linkages in the southwestern portion of the Lone Tree Valley (within the Sand Creek drainage area), Horse Valley, and the intervening ridge.

~~-To preserve this corridor and in view of other significant development constraints, certain lands in the southwestern portion of the Focus Area shall be designated as "Open Space," as depicted in Figure 4.8. Limited future adjustments to the boundaries of this "Open Space" area may occur as part of the Specific Plan and/or project level environmental review~~

processes, provided that such adjustments: (a) are consistent with the goals and policies outlined in the Framework for Resource Management set forth in Appendix A; (b) are based upon subsequently developed information and data relating to environmental conditions or public health and safety that is available at the Specific Plan stage, the project-level development stage, or during the permitting processes with federal, state or regional regulatory agencies; and (c) would not cause the "Open Space" area west of Empire Mine Road to be less than 65 percent of the total lands west of Empire Mine Road. Any open space and otherwise undeveloped areas west of Empire Mine Road that are within the area designated as "Hillside and Estate Residential" shall not count towards meeting this 65 percent minimum "Open Space" requirement.

~~Due to the varied and complex topography west of Empire Mine Road the exact boundary between the "Hillside Estate" residential area and "Estate" residential area shall be determined as part of the project-level entitlement process.~~

~~It is anticipated that there will be only minor adjustments to the boundary between the open space area and the hillside and estate residential area shown in Figure 4.8. Minor adjustments may be made to this boundary provided that such adjustments shall not create islands of residential development within the area designated open space in Figure 4.8.~~

~~In order to ensure adequate buffering of the Black Diamond Mines Regional Park from development in the Sand Creek Focus Area, no residential development shall be allowed north of the Sand Creek channel between the area designated "Hillside and Estate Residential" in Figure 4.8 west of Empire Mine Road and the existing Black Diamond Mines Regional Park boundary.~~

- gg. subject to its financial feasibility (see Policy "m"), a golf course shall be provided within the Focus Area, designed in such a way as to maximize frontage for residential dwellings. The golf course may also be designed to serve as a buffer between development and open space areas set aside to mitigate the impacts of development.

The golf course shall be designed to retain the existing trail within Sand Creek.

The golf course and Sand Creek corridor shall function as a visual amenity from the primary access road within the Focus Area (Dallas Ranch Road/Sand Creek Road). As part of the golf course clubhouse, banquet and conference facilities shall be provided.

- hh gg. A park program, providing active and passive recreational opportunities is to be provided. In addition to a golf course and preservation of natural open space within Sand Creek and the steeper portions of the Focus Area, the development shall meet the City's established park standards. In the Sand Creek Initiative Area parks shall also comply with Sections 10(g), 10 (i), 11 and 14 of the Initiative.

P. 4-45: Figure 4.8, Sand Creek Focus Area

Figure 4.8 is hereby amended to designate the Sand Creek Area Protection Initiative Area “Rural Residential, Agriculture, Open Space.” The designations Golf Course, Senior Housing, Open Space, Hillside and Estate Residential, Estate and Executive Residential, and Low Density Residential are eliminated from the Initiative Area.

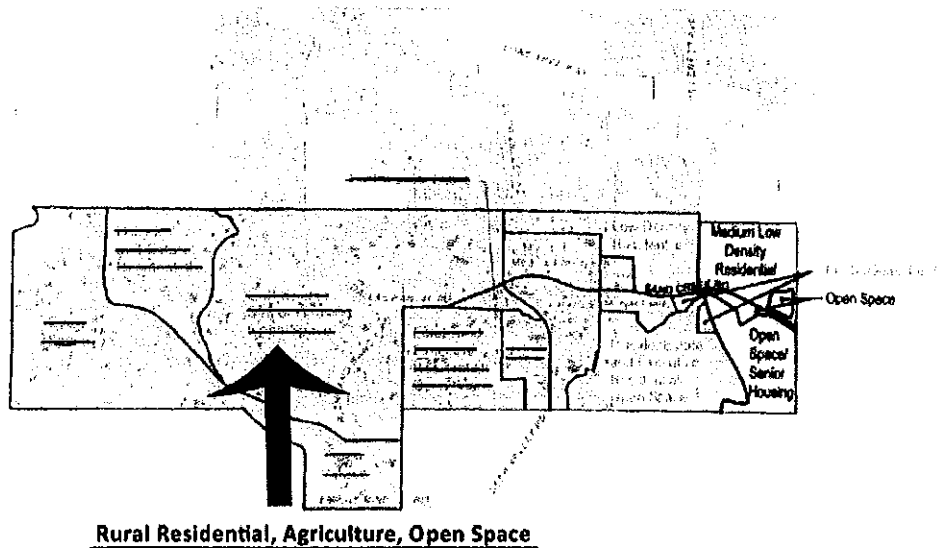


FIGURE 4.8
(REVISED BY CBO, 11/09/15)

P. 4-57: 4.4.7. Voter-Approved Urban Limit Line

Until December 31, 2020, the location of the Voter-Approved Urban Limit Line may be amended only by the voters of the City.

P. 5-2: 5.2 Existing Community Design, first paragraph

...Most of the open lands in the southwest Antioch are located within the Black Diamond Mines Regional Preserve, Contra Loma Regional Park, or the Sand Creek Focus Area, an area of mostly privately-owned ranch land that is some portions of which are planned for development.

P. 5-10: 5.4.2.e General Design Policies

- Utilize existing creeks, such as Sand Creek, as linear parks, providing pedestrian and bicycle paths, consistent with Section 11(b) of the Sand Creek Initiative.

P. 5-24: 5.4.14 Hillside Design Policies

t. Sections 11(e) and 14 of the Sand Creek Initiative apply to Hillside Design in the Initiative Area to the extent that they impose greater restrictions or requirements on development than the policies in this Section 5.4.14.

P. 7-2: Table 7.A – Primary Arterials in Antioch

Under Arterial Activity Centers Served

Dallas Ranch Road Sand Creek ~~Specific Plan, including proposed golf course and~~ Focus Area employment-generating areas.

P. 10-5: 10.3.2 Open Space Policies

f. In the Sand Creek Initiative Area, trails shall not impair appreciably the quantity or quality of water or of native vegetation in a stream corridor, as defined by Section 11(b) of the Initiative.

P. 10-7: Special Status Species

Special-status species are defined as:

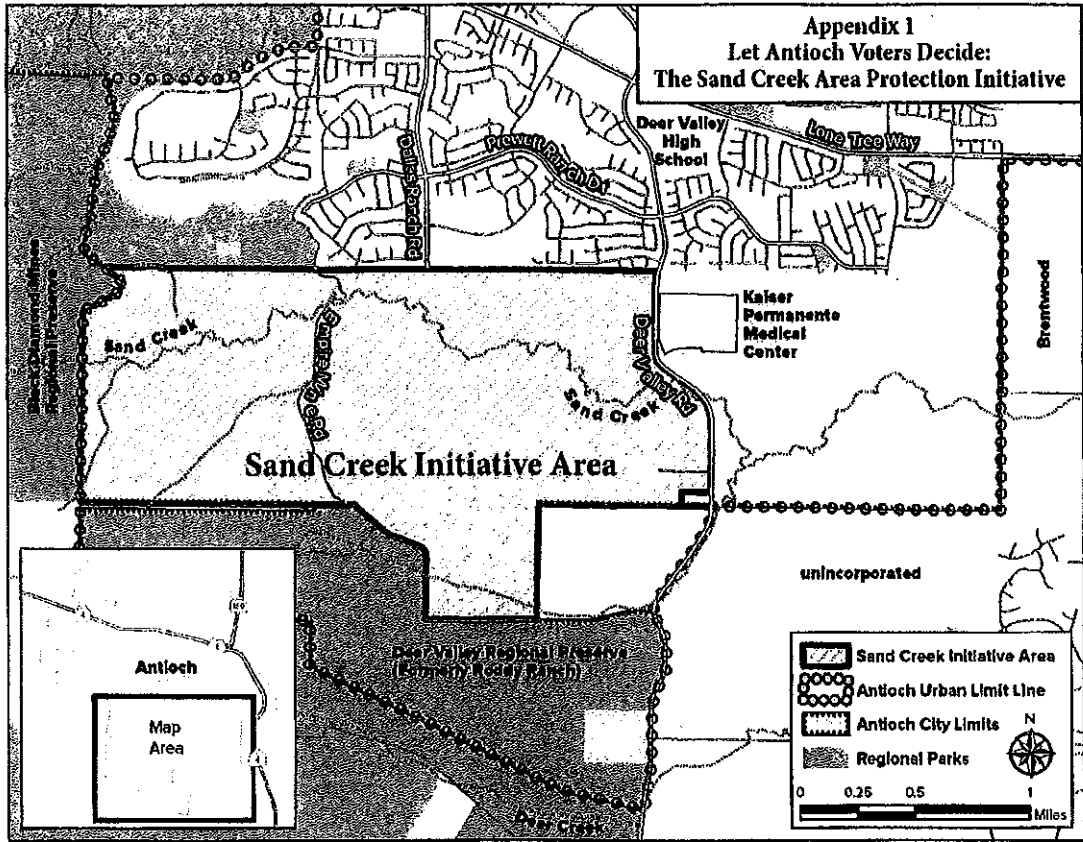
- Species that are listed, proposed for listing, or designated as candidates for listing, as threatened or endangered under the Federal Endangered Species Act;
- Species that are listed, proposed for listing, or designated as candidates for listing as rare (plants), threatened, or endangered under the California Endangered Species Act;
- Plant species on List 1A, List 1B, List 2, and List 3 with a Rare Plant Rank of 1A, 1B, 2 or 3 in the California Native Plant Society's *Inventory of Rare and Endangered Vascular Plants of California*;
- Plants listed as rare under the California Native Plant Protection Act;
- Wildlife and invertebrate species listed by the California Department of Fish and Game Wildlife as species of special concern or fully protected species under California Fish and Game Code Sections 3511, 4700, 5050, and 5515;
- Species that meet the definition of rare or endangered under the California Environmental Quality Act (under Sections 15380 and 15125(c) of CEQA¹); and
- Species considered to be a taxon of special concern by local agencies; and
- Species considered sufficiently rare by the scientific community to warrant special consideration.

10.4.2 Biological Resources Policies

a. Wetlands shall be protected in the Sand Creek Initiative Area in accordance with Section 11(a) of the Initiative.

d. – Section 11(d) of the Sand Creek Initiative may impose more protections for special-status species in the Initiative Area.

Appendix 1



THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA

DATE: May 31, 2019
JUDGE: Edward G. Weil

DEPARTMENT: 39
CLERK: Denese Johnson
UNREPORTED

OAK HILL PARK COMPANY
& ZEKA RANCH ONE, LLC.,
Petitioner(s),

vs.

THE CITY OF ANTIOCH,
Respondent(s).

Case No.: MSN18-2228
MSN18-2229
MSN18-2231
MSN18-2232

ORDER AFTER HEARING MAY 2, 2019

These four related cases, two each from two petitioners, concern the development of particular property in a roughly 1800-acre western portion of the Sand Creek Focus Area in the City of Antioch. In this ruling, the Court decides those issues presented in “Phase 1” of the briefing, as well as six separate pleading challenges to the four petitions.

I. Background

In July and August, 2018, the City Council approved two separate initiatives concerning the Sand Creek Focus Area. The first, approved in July, was the “West Sand Creek Tree, Hillside, and Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative” (Richland Initiative). The second, approved in August, was the “Let Antioch Voters Decide” Initiative (LAVD Initiative).

The two initiatives were not identical, at least as concerned the roughly 550 acres within the Sand Creek Focus Area owned by Richland Communities, Inc. The Richland Initiative would have permitted Richland to develop that parcel for certain higher-density residential use, while barring such development in the neighboring parcels. The Richland Initiative also included a Development Agreement between the City and the owner of Richland’s land. The LAVD Initiative, on the other hand, would have barred all but rural, high-acreage development on any portion of the Sand Creek Focus Area including Richland’s property.

Operative California law gives the City Council the option – when presented with an initiative petition with the required signatures – to either place the measure on the ballot, adopt it on its own, or send it back for further analysis and thereafter either put it on the ballot or adopt it. (See generally, Elec. Code § 9215; § 9212 [delineating categories of information for further report/analysis from staff].) The City Council adopted the Richland Initiative on July 24, 2018, by a 5-0 vote. At the same meeting, it considered the LAVD Initiative, but elected to further evaluate it. On August 28, 2018, when it reconsidered the LAVD Initiative and had the Elections Code section 9212 analysis, the City Council adopted the LAVD Initiative as well, though on a narrower 3-1 vote with one member absent.

The Administrative Record reflects the City Council and staff concern about potential conflicts between the two initiatives. Ultimately, the City concluded that the Richland Initiative overrode the land use designations in the LAVD Initiative to the extent it allowed development on the Richland parcel. (See Administrative Record, pp. AR_130 – 138.) In part, this appeared to be because the Richland Initiative contained a provision that, after 30 days from approval (which would have been roughly August 23, 2018), the Development Agreement contained therein (allowing Richland’s development of its parcel) was “immune from modification by subsequent ballot initiatives or City Council action.” (AR_133.) Thus, enacting the LAVD Initiative could not change the already-approved designations for the Richland property.

Perhaps unsurprisingly, litigation followed. There are four cases involving two neighboring-landowner petitioners who each challenge both initiatives. The nonprofit group Save Mount Diablo has intervened in all actions, as it organized the LAVD Initiative. Richland, as well as its member and affiliated entities, are real parties in interest.

a. Oak Hill Cases (18-2228 and 18-2229)

Petitioner in the first two cases is Oak Hill Park Company. In MSN18-2228, Oak Hill challenges the Richland Initiative. In MSN18-2229, it challenges the LAVD Initiative. Oak Hill owns roughly 419 acres in three parcels neighboring the Richland property. Its property was designated for a golf course and senior housing in the 2003 General Plan. It claims to have received neither notice of the LAVD Initiative, nor mailed notice of either the July or August, 2018, City Council meetings which considered the initiatives. Adoption of the initiatives deleted those land-use designations and re-designated the Oak Hill property to rural, drastically reducing the development potential.

b. Zeka Ranch Cases (18-2331 and 18-2332)

Plaintiffs in MSN18-2231 (challenging the LAVD Initiative) and MSN18-2232 (challenging the Richland Initiative) are: 1) five related LLCs (Zeka Ranch One, Two, etc.), collectively “Zeka Ranch”; and 2) Zeka Group, a California corporation and the manager of Zeka Ranch. Zeka Ranch owns 640 acres of land in the Sand Creek Focus Area in five contiguous parcels, which Zeka Group purchased in 1989. Prior to purchase,

the City's planning development manager, Raymond Vignola, assured Zeka Group that the property was and would continue to be designated for residential development of 1000+ units. The City's 2003 General Plan called for 4,000+ units in the Sand Creek Focus Area, and Zeka Ranch was to develop the executive housing stock. Zeka Ranch alleges that it spent \$25 million+ in purchasing the property, paying property maintenance fees, and developing plans for the property. Much as with Oak Hill, the result of *either* initiative is to prevent residential development on the Zeka Ranch property beyond large-lot, rural homes.

II. Writ Petitions

At the suggestion of the parties, the Court has separated certain issues into a "Phase 1" evaluation of the writ petitions. Phase 1 includes two related issues concerning the LAVD Initiative:

- 1) The first causes of action in 18-2229 and 18-2231, both of which concern the same fundamental topic: whether the City Council could properly adopt the LAVD Initiative a month after approving the Richland Initiative; and
- 2) The 10th cause of action in 18-2229 for declaratory relief under Cal. Const., art. II, § 10, and Election Code section 9221 confirming that the LAVD Initiative conflicts with the Richland Initiative and the Richland Initiative is enacted, having received more City Council votes, while the LAVD Initiative is void.

Additionally, the Court intended to resolve the various demurrers and motions for judgment on the pleading simultaneously with its Phase 1 evaluation, to the extent its determination of the above two issues did not resolve them. As will become clear, because certain of those motions also concern the Richland Initiative, the Court must decide another threshold issue: whether the Richland Initiative is itself void for improperly including the Development Agreement and, as a result, failing to comply with the California Environmental Quality Act (CEQA).

- a. The Richland Initiative improperly includes the Development Agreement, but whether that agreement may be severed and the remainder of the Richland Initiative given effect requires further briefing.
 - i. The Development Agreement cannot be approved by initiative and requires compliance with CEQA.

The Legislature exclusively delegated to local governing bodies the authority to enter into development agreements. Because the exercise of initiative power would be inconsistent with this exclusive power, a city cannot enter into such an agreement through initiative. (*Center for Community Action & Environmental Justice v. City of Moreno Valley* (2018) 26 Cal.App.5th 689, 699; see Government Code § 65867.5, subd. (a).) *Moreno Valley* is recent and is the only case on the issue, but it binds this Court. (*Auto Equity Sales, Inc. v. Superior Court* (1962) 57 Cal.2d 450, 455 ["Decisions of every

division of the District Courts of Appeal are binding upon ... all the superior courts of this state...”].) The Development Agreement could not be adopted by initiative.

Nor could the City rely on the general exception to CEQA for voter initiatives. (*Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal.4th 1029, 1036.) Even development agreements sent to a vote must still go through CEQA review, because passage would commit the City to the agreement. (See *Citizens for Responsible Gov't v. City of Albany* (1997) 56 Cal.App.4th 1199, 1218.) That commitment is even clearer here, since the City adopted the Richland Initiative and Development Agreement outright.

- ii. The Court defers a decision on whether the Development Agreement may be severed from the remainder of the Richland Initiative for further briefing in Phase 2.

“When an initiative provision is invalid, the void provision must be stricken but the remaining provisions should be given effect if the invalid provision is severable. ... Where, as here, the initiative contains a severability clause, the invalid provision is severable if it can be separated grammatically, functionally, and volitionally.” (*Pala Band of Mission Indians v. Bd. of Supervisors* (1997) 54 Cal.App.4th 565, 585-586.) Section 14.A and 15 of the Richland Initiative provide for severability. (See AR_506.)

The Court’s initial thoughts were that the Development Agreement was severable, such that the changes to the Richland parcel in the Richland Initiative (e.g., zoning designations) may go into effect while the Development Agreement does not. The Development Agreement is a separate exhibit to the Richland Initiative and is therefore grammatically severable. (See AR_530 *et seq.*) Volitional severability looks to whether the voters would have enacted the statute irrespective of the validity of any other part. (*Pala, supra*, 54 Cal. App. 4th at 586.) The Richland Initiative so states. (See AR_506, at §§ 14.A, 15.)

Functional severability concerns independent application of the Richland Initiative without the related Development Agreement. “A provision is functionally severable if it is capable of independent application,” meaning the provisions “remaining must stand on their own, unaided by the invalid provisions nor rendered vague by their absence nor inextricably connected to them by policy considerations.” (*MHC Financing Limited Partnership Two v. City of Santee* (2005) 125 Cal.App.4th 1372, 1393, internal quotations and citations omitted.) “*The test is whether it can be said with confidence that the electorate’s attention was sufficiently focused upon the parts to be severed so that it would have separately considered and adopted them in the absence of the invalid portions.*” (*Gerken v. Fair Political Practices Com.* (1993) 6 Cal.4th 707, 714-715.)

Here, the Richland Initiative *could be* independently enacted without the Development Agreement. The Richland Initiative amended the General Plan and zoning designations to allow for the development of the Richland property. (See generally AR_432 *et seq.*; AR_530-531 [recitals in Development Agreement concerning effect of

Richland Initiative].) Those authorizations ultimately grant the approvals necessary for the Development Agreement, but they do not depend upon the Development Agreement's existence. The City Council could have enacted the initiative independently (or sent it to a public vote), and then drafted, executed, and properly reviewed a development agreement in this or another form after the initiative's approval.

At the hearing, however, counsel for Oak Hill and Richland argued that severability should be an issue for Phase 2, so that certain parties could direct the Court to particular facts in the administrative record to suggest that the Development Agreement is not so easily severable. The Court has the administrative record, but agrees that this was not technically an issue for Phase 1 (though the demurrers to some extent raise it). Further directed briefing on what portions of the administrative record indicate that severability either is or is not appropriate would be of benefit. In that briefing, the parties should address the Court's initial conclusions above.

- b. The City Council improperly adopted the LAVD Initiative, since it amends the Richland Initiative, and the LAVD Initiative must go to a vote of the people.

The next question is whether the LAVD Initiative amended the Richland Initiative such that the City Council could not adopt the LAVD Initiative. The Court concludes that it did. Under Elections Code section 9217, the City could not adopt the LAVD Initiative on its own. A vote of the people was required. And because an election was the only possible option the City had at the time it considered the LAVD Initiative, a writ properly issues to compel the City Council to hold that election.

Elections Code section 9215 allows a city, upon receipt of a petition satisfying signature requirements, to either: 1) adopt the ordinance without alteration; 2) submit it unaltered to the voters; or 3) order a report under section 9212 and, after it is submitted, either adopt the initiative or order an election. But Elections Code section 9217 provides:

...No ordinance that is either proposed by initiative petition and adopted by the vote of the legislative body of the city without submission to the voters, or adopted by the voters, shall be repealed or amended except by a vote of the people, unless provision is otherwise made in the original ordinance.

The resulting statutory scheme is both logical and sound from a public policy perspective. A city council is free to adopt a voter initiative on its own, but once it does so, any repeal or amendment must go to a public vote. In that case, Section 9217 removes one of the options that section 9215 would otherwise grant. No longer may a city approve the second initiative on its own. It must order an election ("by a vote of the people"), or first order a section 9212 report and then order an election. The Legislature easily could have used parallel language to allow one ordinance proposed by initiative petition and adopted by the legislative body to be modified by another ordinance adopted through the same process, but it did not. Instead, it quite specifically required a matter

proposed by initiative, even where adopted by the legislative body and not the voters directly, to be amended only *by a vote of the people*. Thus, section 9217 protects an approved initiative from being disturbed by anything but a public vote.

No case law directs a contrary conclusion. The Supreme Court has held that voter-approved initiatives, passed simultaneously, may be reconciled if they are complimentary but not if they are conflicting. (Compare *Taxpayers to Limit Campaign Spending v. Fair Political Practices Commission* (1990) 51 Cal.3d 744, 769-770 [where two competing initiatives pass, one with higher greater affirmative votes enacted] with *Yoshisato v. Superior Court* (1992) 2 Cal.4th 978, 981 [where complimentary initiative passes with fewer votes, its non-conflicting measures were enacted].) But neither case involved a *later* amendment to an initiative. *Tuolumne, supra*, 59 Cal.4th at 1036, addressed the entirely different issue of whether a local government must comply with CEQA before adopting an initiative, not whether voter approval would be required for a subsequent amendment. Indeed, the closest case is *Mobilepark West Homeowners Association v. Escondido Mobilepark West* (1995) 35 Cal.App.4th 32, 43, which held that section 9217 prohibited a legislative amendment to a *voter-approved* initiative.

Here, the LAVD Initiative amended the previously-approved Richland Initiative, in that it provided a different designation for the Richland property than the Richland Initiative itself. An amendment is “. . . any change of the scope or effect of an existing statute, whether by addition, omission, or substitution of provisions, which does not wholly terminate its existence, whether by an act purporting to amend, repeal, revise, or supplement, or by an act independent and original in form . . .” [Citation.]” (*Id.* at 40, quoting *Franchise Tax Bd. v. Cory* (1978) 80 Cal.App.3d 772, 776-777.) The Court is aware that the efforts to enact the LAVD Initiative began before the Richland Initiative. But the latter became law first. And while independent in form, the LAVD Initiative is irreconcilable with the Richland Initiative in its treatment of the Richland property. It designates it differently, provides more restrictive development protocols, and otherwise forbids the very use the Richland Initiative permits. That it treats *other* properties in the general Sand Creek Focus Area similarly does not alter the conflict. The amendment need not impact the entire area to qualify as “*any* change of the scope” of the Richland Initiative. (*Id.*, emphasis added.)

The Richland Initiative contained a provision addressing conflicts with other measures. (See Administrative Record, p. AR_505.) Section 11B provides that if one or more conflicting initiatives are adopted “by the City Council at the same public hearing or by the voters at the same election” then the measure that receives the greatest vote of City Councilmembers or of the electorate shall control in its entirety and the other measure(s) become void. But because adoption of the two initiatives did not occur at the same meeting, this clause cannot decide the issue. (Compare Elec. Code § 9221 [“If the provisions of two or more ordinances *adopted at the same election* conflict, the ordinance receiving the highest number of affirmative votes shall control.”], emphasis added.)

Next, the validity of the City Council’s decision to adopt the LAVD Initiative *does not* depend on whether or not the Court upholds the Richland Initiative. In

evaluating whether the City Council's adoption of the LAVD Initiative was proper, the Court must look to the conditions as the City Council faced them – that is, with an already-adopted Richland Initiative. Put another way, at the time the LAVD Initiative was adopted, Elections Code section 9217 protected the Richland Initiative from City Council-adopted amendment, regardless of whether a Court might later overturn the Richland Initiative.

In conclusion, the City Council improperly adopted the LAVD Initiative, and that action is void. As a result of this ruling, all pleading challenges in the LAVD Initiative cases are **moot**. But there is no dispute that the supporters of the LAVD Initiative achieved the required signatures to place the initiative on the ballot. Since the LAVD Initiative amends the Richland Initiative, the City had no choice but to put the LAVD Initiative before the voters. It would be manifestly unfair to the supporters of the LAVD Initiative to start the process over because the City instead adopted it. The Court is not persuaded that the Richland Initiative is somehow immune from challenge by initiative amendment. (See, e.g., Elec. Code §9222 [city council can submit amendment, repeal, or enactment of any ordinance to voters without petition].) Nor would a writ compelling an election impermissibly infringe upon the City Council's legislative authority, because an election was the *only* option available to the City Council under the statute.

A writ shall issue voiding the act of the City Council to approve the LAVD Initiative, and ordering that the City Council place that measure on the November, 2020, ballot.

III. Challenges to the Richland Initiative

The Court now turns to the remaining challenge to the Richland Initiative. In many cases, the arguments substantially overlap with the issues already decided.

a. Richland's Demurrer to Oak Hill Petition (N18-2228)

Richland demurs to Oak Hill's petition on several grounds. First, to the extent the Development Agreement is unenforceable under *Moreno Valley, supra*, 26 Cal.App.5th at 699, it may be severed, rendering the 1st, 2nd, 3rd, 4th, 5th and 8th causes of action subject to demurrer. Next, since CEQA review is not required for initiatives, the 9th, 10th, and 11th cause of action must fail. Additionally, since the City could adopt the measures by resolution, the 2nd, 6th, 7th, and 12th cause of action fail. Finally, injunctive relief is a remedy, not a cause of action.

i. Development Agreement

The Court defers decision on the severability of the Development Agreement as stated above. Accordingly, the demurrers to those causes of action challenging the Development Agreement – the 1st through 4th and the 8th – are **overruled without prejudice** to their being raised in the briefing on severability.

ii. Improper Subject Matter

The 5th cause of action speaks to the impropriety of the Development Agreement as well, but Oak Hill also alleges that the overall Richland Initiative exceeded the scope of initiative and referendum by: 1) restricting the City Council from implementing already-approved legislative policies in the General Plan; and 2) requiring ministerial approval of particular actions (e.g., permits) rather than allowing the City to retain appropriate discretion over such approvals. On those points, the demurrer is **sustained with leave to amend**.

To the first point, this claim is nearly identical to claims raised by other parties that the Richland Initiative (which includes amendments to the General Plan) is inconsistent with the prior General Plan. It fails for the same reasons. (See discussion, *infra* at section III(c)(iv) [granting leave to amend].)

To the second point, it is difficult to reconcile Oak Hill's argument with *Citizens for Planning Responsibly v. County of San Luis Obispo* (2009) 176 Cal.App.4th 357, 365, 378, which upheld a voter initiative even though it specifically restricted a board of supervisors and local airport authority from making discretionary changes to an initiative for mixed-use development of a 131-acre property. Instead, it provided that the initiative was subject only to a specific set of "express, objective standards and ministerial actions that cannot be changed by subsequent discretionary actions or interpretations" (*Id.* at 365.) "[T]he people's power of initiative is greater than the power of legislative bodies because the people may bind future legislative bodies." (*Id.* at 378.) This is in clear conflict with Oak Hill's position yet goes unaddressed in opposition.

iii. CEQA

As set forth above, CEQA review was required for the Development Agreement, though not the remainder of the Richland Initiative. Were the Development Agreement to be severed, the remainder of the Richland Initiative could be adopted by the City Council without CEQA compliance. (*Tuolumne, supra*, 59 Cal.4th at 1036.) Thus, a decision on this issue must await a determination of severability. The demurrers to the 9th, 10th, and 11th causes of action are therefore **overruled without prejudice** to their being raised as part of the severability briefing.

iv. Ordinance vs. Resolution

Richland challenges the 2nd, 6th, 7th and 12th causes of action, all brought on the basis that the City properly adopted the Richland Initiative by resolution as opposed to ordinance.

Richland argues that when the Elections Code speaks of an "ordinance," in, e.g., section 9215 (City Council may "adopt the ordinance"), it refers to the voter-sponsored initiative *itself*. Otherwise the provision in section 9215, subd. (b), requiring the City Council to submit "the ordinance, without alteration" to the voters would make no sense.

This is consistent with other law using the term “initiative” and “ordinance” interchangeably. (Compare Gov. Code §65356, subd. (a) [requiring General Plan amendment by “resolution”], with *DeVita v. County of Napa* (1995) 9 Cal.4th 763, 787, fn. 9 [“[I]t is well established that any legislative act may be enacted by initiative and may be subject to referendum, regardless of whether that act is denominated an ‘ordinance’ or ‘resolution.’”].)

Whether a voter initiative may adopt an ordinance or resolution is a slightly different question than whether the City Council may adopt an initiative by ordinance or resolution. And, in terms of the City’s choice between the two for enactment, they are not identical: An ordinance typically describes a local law regulating conduct, while a resolution is something “less formal.” (*County of Del Norte v. City of Crescent City* (1999) 71 Cal.App.4th 965, 979.) But “in the absence of statutory or charter provisions to the contrary, a municipality can take legislative action by either resolution or ordinance. For many purposes the terms are equivalent.” (*Id.* at 979-980.) While an ordinance does not take effect until 30 days after its passage, a material distinction from a resolution, one exception is if the ordinance concerns an election, in which case it takes effect immediately. (See Gov. Code § 36937.)

As to the Development Agreement itself, Government Code section 65867.5, subd. (a), states that such an agreement “shall be approved by ordinance and is subject to referendum.” So it may not be adopted by initiative; the local governmental entity must authorize it, subject to the voter’s later referendum power. (See *Moreno Valley, supra*, 26 Cal.App.5th at 699.) But this does not mean that the local government’s adoption of the agreement by an act labeled “resolution” as opposed to “ordinance” voids the action, given the interchangeable nature of the terms. (*DeVita, supra*, 9 Cal.4th at 787, fn. 9; *Del Norte, supra*, 71 Cal.App.4th at 979.)

In sum, a holding that the City’s enactment of a resolution, as opposed to an ordinance, vitiates the entire Richland Initiative would elevate form too far over substance. Accordingly, the demurrers to these causes of action are **sustained without leave to amend.**

v. Injunctive Relief

The 16th cause of action for injunctive relief states a remedy, not a cause of action. The demurrer is substantively unopposed; Oak Hill pleads the remedy elsewhere. The demurrer is **sustained without leave to amend.**

b. City’s Demurrer to Petition of Zeka Ranch (N18-2232)

The City demurs to the 8th and 9th causes of action, showing that the agreement underlying these claims was rescinded. Zeka Ranch filed a non-opposition. The demurrers are therefore **sustained without leave to amend.**

- c. EPC Holdings 820, LLC's and American Superior Land, LLC's Demurrer to Petition of Zeka Ranch (N18-2232)

Two Richland-related real-parties-in-interest (collectively, EPC) bring these demurrers.

- i. First Cause of Action – Development Agreement

The demurrer is **overruled without prejudice** to the arguments being raised as part of the briefing on the severability of the Development Agreement.

- ii. Second Cause of Action – Single Subject Rule

The demurrer is **sustained without leave to amend**.

Article II, section 8, subdivision (d), of the California Constitution contains the “single-subject rule”: “An initiative measure embracing more than one subject may not be submitted to the electors or have any effect.” The First District Court of Appeal comprehensively described the rule in the context of a land use measure in *Shea Homes Limited Partnership v. County of Alameda* (2003) 110 Cal.App.4th 1246, 1255:

... An initiative measure does not violate the single subject rule if, despite its varied collateral effects, all its parts are reasonably germane to each other and to the initiative's general purpose or objective. (*Senate of the State of Cal. v. Jones* (1999) 21 Cal.4th 1142, 1157 (*Jones*)). The rule does not require each provision of a measure, in effect, to interlock in a functional relationship. (*Ibid.*) The various provisions must simply have a reasonable relationship to a common theme or purpose. Courts uphold initiative measures if they fairly disclose a reasonable and commonsense relationship among their several components in furtherance of a common purpose. (*Ibid.*) Courts are also obligated to resolve any reasonable doubts in favor of the exercise of the right of the initiative. (*Brosnahan v. Brown* (1982) 32 Cal.3d 236, 241.)

Shea Homes concluded that the measure at issue – which both re-designated certain land from urban to rural development and changed certain solid waste and landfill management practices – did not violate the single-subject rule. (*Id.* at 1256.) The landfill management changes were germane to the purpose of the measure to enhance and protect open space. (Contrast *Chem. Specialties Mfrs. Ass'n v. Deukmejian* (1991) 227 Cal.App.3d 663, 666 [“Right to Know Act” included disparate topics related to household products, senior assisted living, senior health insurance, truth in advertising relating to initiatives, and anti-apartheid disclosures].)

Here, the alleged violations are stated in vague and conclusory terms. Zeka Ranch pleads that the provisions are not reasonably germane to one another or to the purpose of the initiative, see Petition, ¶ 64, and that the initiative contained 164 pages of small text designed to prevent a voter or City Councilmember from understanding its effects. (*Id.*, ¶ 65.) In opposition, Zeka Ranch additionally argues that changing the permanency of the Urban Limit Line is unrelated to any purpose because the entire affected property is inside the existing line.

The Court is unconvinced that the Richland Initiative violates this rule. It ultimately concerns the use of the western Sand Creek Focus Area, part of which would be developed for higher-density residential use. Assuredly, this involves changes to General Plan language, zoning of the affected area, etc. But if these violated the single-subject rule, voters would be all but powerless to enact initiatives governing land development. Changing the permanence of the Urban Limit Line has the ostensible purpose of altering it later for alternative developmental goals, which is not so outside the purpose of the initiative as to render it completely ungermane.

Amendment cannot cure the defect in this cause of action because the plain language of the Richland Initiative shows its parts are reasonably germane to one another under *Shea Homes*. The initiative's common theme is to allow for particular development in the Sand Creek area subject to its terms, and alterations to the General Plan or Urban Limit Line have a "reasonable and commonsense" relationship to that purpose. (*Shea Homes, supra*, 110 Cal.App.4th at 1255.) The Court need not look beyond the four corners of the initiative to see that it does not cover unrelated topics that violate the single-subject rule, as in *Chem. Specialties*.

iii. 4th Cause of Action – Spot Zoning

The demurrer is **sustained without leave to amend**.

Spot zoning refers to restricting rights of a small parcel relative to the surrounding property – e.g., limiting a single lot in the center of a commercial zone to residential purposes. (See *Arcadia Development v. City of Morgan Hill* (2011) 197 Cal.App.4th 1526, 1536.) Here, Zeka Ranch alleges "spot zoning" because its parcel cannot be developed while Richland's can.

But the Zeka Ranch property is over 600 acres. "Not only is there no support in the case law to find spot zoning in this case, but to define spot zoning to include zoning of parcels of this size would paralyze urban planners, who under certain circumstances need to draw lines and differentially zone much smaller areas of land than this." (*Kawaoka v. City of Arroyo Grande* (9th Cir. 1994) 17 F.3d 1227, 1237 [concerning 17 acres].)

Zeka Ranch argues that there is no maximum size for a spot zoning claim and the Court must still conduct a fact-based inquiry as to the discriminatory nature of the

zoning. But the rule refers to zoning for a “small parcel.” (*Arcadia, supra.*) Reasonable minds may differ about the meaning of “small”, but it does not include hundreds of acres.

iv. 5th Cause of Action – General Plan Inconsistency

The demurrer is **sustained with leave to amend.**

Zeka Ranch alleges that the Richland Initiative “makes numerous amendments to the City’s General Plan [which] do not, and cannot, resolve the inconsistencies” since the Richland Initiative is fundamentally at odds with the General Plan. Prior paragraphs incorporated into this cause of action allege that the original General Plan called for much more comprehensive development in Zeka Ranch’s property to meet the 4,000-unit goal of the General Plan. (See Petition, ¶¶ 28-31.) The Richland Initiative altered this, and a reasonable implication from the pleading is that the revisions compromise the City’s ability to meet the goals outlined in the General Plan. (Petition, ¶¶ 45-46.)

EPC argues that inconsistency before the amendment and after cannot state a claim, because the General Plan is always subject to amendments. Those amendments may well be “inconsistent” with the prior plan. (Gov. Code, § 65358 [“If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan.”].) To the extent Zeka Ranch pleads that the amended General Plan conflicts with the prior General Plan, this does not state a claim.

The petition leaves it unclear what other claim Zeka Ranch intends to raise. If it seeks to plead vertical inconsistency – that is, that the Richland Initiative’s changes to the General Plan conflict with existing zoning regulations – then it must so state and indicate what provisions conflict. (But see Gov. Code § 65860, subd. (c) [“In the event that a zoning ordinance becomes inconsistent with a general plan by reason of amendment to the plan ... the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan as amended.”].) If it seeks to plead horizontal inconsistency – that is, that the amended General Plan is inconsistent within itself – then, again, it must so state and indicate the inconsistencies.

EPC also argues that the requirement to show inconsistency is that no reasonable person would agree with the agency’s conclusion of consistency. (See *Joshua Tree Downtown Business Alliance v. County of San Bernardino* (2016) 1 Cal.App.5th 677, 696; *Friends of Lagoon Valley v. City of Vacaville* (2007) 154 Cal.App.4th 807, 816–817.) But this speaks to *proof*, not to *pleading*. The only issue before the Court is whether Zeka Ranch has stated a claim; the Court does not consider how difficult it may be to prove that claim. (See *Committee on Children’s Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 213-214.)

Finally, EPC argues that *Shea Homes, supra*, 110 Cal.App.4th at 1270-1272, compels sustaining the demurrer here, since it held that vague allegations of general plan inconsistency were insufficient to state a claim. A ruling on this point would be premature until Zeka Ranch clarifies the nature of the conflict in an amended pleading.

v. 6th Cause of Action – Government Code § 65913.1

The demurrer is **overruled**.

“A city may not adopt ordinances and regulations which conflict with the state Planning and Zoning Law.” (*Leshar Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal.3d 531, 547; see generally, Gov. Code §65900 *et seq.*) Government Code section 65913.1 provides that a city “shall designate and zone sufficient vacant land for residential use with appropriate standards, in relation to zoning for nonresidential use, and in relation to growth projections of the general plan to meet housing needs for all income categories as identified in the housing element of the general plan.”

Zeka Ranch claims, on information and belief, that the Richland Initiative violated the code by restricting development in a manner that makes it impossible to meet the City’s housing needs allocation, particularly for the kind of executive housing Zeka Ranch was to build. EPC contends that Zeka Ranch’s property was not identified as a future housing site, to satisfy the housing needs allocation. (See *Shea Homes, supra*, 110 Cal.App.4th at 1261.)

In *Shea Homes*, the Court of Appeal held that section 65913 did not apply where “the housing element of the County’s general plan, ... specifically excluded the ‘development potential’ of the unincorporated area of East County, which includes North Livermore, from its inventory of land suitable for residential development. Although Measure D will reduce the amount of vacant land in unincorporated North Livermore that is available for residential use, the housing element did not identify this area as land to be used to meet the County’s housing needs.” (*Id.* at 1260-1261.)

While it is not clear that the Zeka Ranch land was ever specifically designated a part of the housing needs allocation, the City has not *specifically excluded* it from the land inventory suitable for development. (Contrast *id.* at 1260.) In fact, Zeka Ranch pleads that the General Plan called for allocation of one-to-two units per developable acre and contained a housing element specifically calling for residential development appropriate for executives of businesses seeking relocation to the City. (Petition, ¶¶ 30, 33, 34.) Accepting this as true, Zeka Ranch properly pleads this claim.

vi. 7th Cause of Action – Estoppel

Zeka Ranch has **withdrawn** this cause of action.

IV. Amendment

Amended pleadings of any kind shall be filed on or before **June 24, 2019**.

V. Conclusion

The Court concludes that the LAVD Initiative amends the Richland Initiative and must be approved by the voters. A writ of mandate shall issue voiding the City Council's adoption of the LAVD Initiative and requiring that the LAVD Initiative be put to a vote of the public in the November, 2020 election. The Court defers the issue of severability of the Development Agreement, and related challenges to the Richland Initiative that are not resolved in the demurrer orders, to Phase 2 briefing.

DATED: May 31, 2019



Hon. Edward G. Weil
Judge of the Superior Court

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CALLING AN ELECTION REGARDING AN INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE AT THE MUNICIPAL ELECTION TO BE HELD IN THE CITY OF ANTIOCH ON NOVEMBER 3, 2020 AND AUTHORIZING THE FILING OF WRITTEN ARGUMENTS FOR AND AGAINST THE PROPOSED INITIATIVE MEASURE, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS, REQUESTING CONSOLIDATION WITH ANY OTHER ELECTION CONDUCTED ON THE SAME DATE; REQUESTING ELECTION SERVICES BY THE REGISTRAR OF VOTERS; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE INITIATIVE MEASURE

WHEREAS, the City Clerk has issued a certificate verifying that proponents of the above referenced Initiative Petition have timely submitted petitions containing the required number of signatures pursuant to the Elections Code to qualify for an election; and

WHEREAS, the City Council has determined to submit the matter to the electorate.

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

SECTION 1. Call of Election.

Pursuant to California Constitution Article XIII C, Section 2, Government Code Section 53724, and Elections Code Section 9222, the City Council of the City of Antioch hereby calls an election and hereby submits to the voters of the City of Antioch an initiative that, if approved, would change the General Plan Designations within the Sand Creek Focus Area and permanently require voter approval of amendments to the Urban Limit Line. This measure shall be designated by letter by the Contra Costa County Elections Department. Pursuant to Election Code Section 10400 et seq., the election for this measure shall be consolidated with the established election to be conducted on November 3, 2020.

SECTION 2. Ballot Language.

The question to be presented to the voters shall be as follows:

Shall The Electors Adopt the Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line?	YES	
	NO	

SECTION 3.

The Board of Supervisors of the County of Contra Costa is hereby requested to authorize the County Clerk-Recorder/Registrar of Voters to render all services necessary and proper for the conduct of the municipal election called by this Resolution. Pursuant to California Elections Code Section 10403, the City Council hereby requests that the Contra Costa County Board of Supervisors consolidate this election with the election to be conducted on November 3, 2020 and order this election to be conducted by the Registrar of Voters. The Contra Costa County Elections Division is authorized to canvass the returns of the election, and the election shall be held in all respects as only one election.

SECTION 4.

The proponents of the initiative measure may file the ballot argument in favor of the initiative measure in accordance with Elections Code Section 9282(a). The City Council has determined that it **[shall not/shall]** authorize arguments against the initiative measure to be submitted by the City Council. The City Clerk's Office, with the concurrence of the County Elections Official, has fixed 5:00 p.m. on August 19, 2020 as the deadline for submittal of arguments for or against the measure. The direct arguments shall not exceed three hundred (300) words, and shall not be signed by more than five (5) persons. The City Council does not adopt the provisions of Elections Code Section 9285(a); there shall be no rebuttal arguments.

SECTION 5.

In accordance with Section 9283 of the Elections Code, the printed names and signatures of not more than five authors shall appear with any argument submitted in accordance with this resolution and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

SECTION 6.

In accordance with Section 9282(c) of the Elections Code, any written argument in favor of or against the initiative measure described above shall not exceed 300 words.

SECTION 7.

Pursuant to Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the initiative measure described above to the City Attorney. The City Attorney shall prepare an impartial analysis of the initiative measure, not to exceed 500 words in length, showing the effect of the initiative measure on the

existing law and the operation of the initiative measure, and transmit such impartial analysis to the City Clerk no later than 5:00 p.m. on August 19, 2020.

SECTION 8.

The Contra Costa County Elections Division shall fix and determine reasonable dates prior to the election, and consistent with rules of the Contra Costa County Elections Division, after which no arguments for or against the initiative measure, may be submitted, which dates shall be noticed by the City Clerk pursuant to Government Code Section 6061 and Elections Code Section 9286.

SECTION 9.

That the full text of the initiative measure is not to be printed in the voter pamphlet. Instead, the voter pamphlet shall advise, below the Impartial Analysis, that a copy of this initiative measure is available at no cost from the City Clerk's Office at 925-779-7009 or on the City's website: <https://www.antiochca.gov/>.

SECTION 10.

That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 11.

In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

* * * * *

RESOLUTION NO. _____

June 9, 2020

Page 4

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of June, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

Standing Committee. The Cannabis Standing Committee plans to develop a policy supporting the creation, growth and development of cannabis businesses that deliver community benefits to the City of Antioch in the form of new jobs, financial contributions through fees or taxes, social equity programs, and other agreed upon methods.

The Cannabis Ad Hoc Committee members were Councilmember Thorpe and Councilmember Wilson.

ATTACHMENTS

A. Resolution

ATTACHMENT A

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
FORMING THE CANNABIS STANDING COMMITTEE**

WHEREAS, the City Council formed the Cannabis Ad Hoc Committee on May 28, 2019 with a focus on legislative and policy work pertaining to cannabis businesses in the City of Antioch;

WHEREAS, on May 26, 2020, the City Council discussed dissolving the Cannabis Ad Hoc Committee Standing committees to engage in on-going legislative and policy work pertaining to cannabis businesses in the City of Antioch;

WHEREAS, the Brown Act requires standing committees to publicly post agendas for upcoming meetings at least 72 hours before the regular meeting in a location freely accessible to members of the public;

WHEREAS, standing committee agendas must state the meeting time and place and must contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session; and

WHEREAS, the City Council has considered the aforementioned requirements and desires to form the Cannabis Standing Committee.

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

1. Dissolves the Cannabis Ad Hoc Committee;
2. Creates the Cannabis Standing Committee, which shall engage in on-going legislative and policy work pertaining to cannabis businesses in the City of Antioch; and
3. Appoints *[Insert Name]* and *[Insert Name]* to the Cannabis Standing Committee.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of June, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

SUPPLEMENTAL STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer *TS*

REVIEWED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: *Supplemental Report:* Adoption of the 2019 East Contra Costa County Integrated Regional Water Management Plan, (PW 704-2)

Staff has updated the link to the 2019 East Contra Costa County Integrated Regional Water Management Plan, which consists of 414 pages to the following link:
<https://www.antiochca.gov/fc/finance/water/updateMarch19.pdf>.