



## **ANNOTATED AGENDA**

### **Antioch City Council REGULAR MEETING Including the Antioch City Council acting as Successor Agency to the Antioch Development Agency**

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**Date:** Tuesday, March 10, 2020

**Time:** 6:00 P.M. – Closed Session  
7:00 P.M. – Regular Meeting

**Place:** **ANTIOCH COMMUNITY CENTER**  
4703 Lone Tree Way, Community Hall A  
Antioch, CA 94531

**Council Meetings Are Televised Live on Comcast Channel 24**  
*Please Turn Off Cell Phones Before Entering Council Meeting*

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

**Arne Simonsen, CMC**, City Clerk  
**James D. Davis**, City Treasurer  
**Ron Bernal**, City Manager  
**Thomas Lloyd Smith**, City Attorney

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**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**

Welcome to a meeting of the Antioch City Council, we appreciate your attendance.

Because we usually have busy agendas and a lot of business to get through, we need to have some rules so the meeting can be completed at a reasonable hour. Your cooperation is very much appreciated. The State Ralph M. Brown Act guarantees the public's right to address the City Council, within the framework of these rules.

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

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak.

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during a public hearing item are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. No one may speak more than once on an agenda item or during "public comments." Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

During certain types of hearings, the applicant is allowed to give his or her presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

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

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

The "Consent Calendar" is a group of items which staff thinks may be routine. These items are usually considered all together and approved without further discussion. If you are opposed to action which is recommended for an item on the "Consent Calendar," please submit a Speaker Request Form to let the Mayor know at that part of the agenda and the item will be removed from the "Consent Calendar."

The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. The Council also holds adjourned and study sessions on other days. 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/>.

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](mailto: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. All of these materials are available at the City Clerk's Office, City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, 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 yellow Speaker Request form, available near the entrance doors, and place in the Speaker Card Tray near the City Clerk's table, before the Council Meeting begins. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

**6:00 P.M.      ROLL CALL – CLOSED SESSIONS – for City/ City Council Members acting as Successor Agency to the Antioch Development Agency – *All Present***

**PUBLIC COMMENTS for Closed Sessions – *None***

#### **CLOSED SESSIONS:**

- 1) CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: Delta Fair Site – Assessor's Parcel Number 074-080-034. County's Negotiator, Lavonna Martin, Director of Contra Costa County Health, Housing and Homelessness. City and Agency Negotiator, City Manager Ron Bernal.

*Direction provided to City Manager*

#### **SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

- 2) CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation Pursuant to California Government Code § 54956.9(d)(1): *Successor Agency to the City of Antioch Development Agency of The City of Antioch et al. v. Keely M. Bosler, In Her Official Capacity as Director of The Department of Finance; et al.* Sacramento Superior Court Case No. 34-2018-80003001.

*No reportable action*

**7:01 P.M.      ROLL CALL – REGULAR MEETING – for Council Members – *All Present (Thorpe arrived at 7:02pm)***

#### **PLEDGE OF ALLEGIANCE**

## ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

## ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- BOARD OF ADMINISTRATIVE APPEALS
- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- POLICE CRIME PREVENTION COMMISSION
- PARKS AND RECREATION COMMISSION
- CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES

**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

#### 1. **CONSENT CALENDAR**

##### A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 11, 2020

**Approved, 5/0**

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

##### B. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 25, 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. SECOND READING – ACCESSORY DWELLING UNIT ORDINANCE (Z-19-07) (*Introduced on 02/25/20*)

**Ord. No. 2180-C-S adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt an ordinance repealing and replacing Section 9-3805 of the Antioch Municipal Code regulating Accessory Dwelling Units (ADUs).

**CONSENT CALENDAR – Continued**

- E.** RECEIVE AND FILE THE REPORT FROM ORANGE22 ON THE 2019-2020 MARKETING PLAN AS OF JANUARY 31, 2020

***Received and filed***

Recommended Action: It is recommended that the City Council receive and file the report from Orange22 on the 2019-2020 Marketing Plan as of January 31, 2020.

- F.** RESOLUTION ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2020-21 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM

***Reso. No. 2020/28 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution establishing a rate of twenty-five dollars (\$25) per equivalent runoff unit (“ERU”) for fiscal year (“FY”) 2020-21. That rate will generate the funds used to maintain stormwater quality as mandated by the Clean Water Act.

- G.** RESOLUTION APPROVING AMENDMENT NO.1 TO THE STREETS COOPERATIVE AGREEMENT BETWEEN THE CITIES OF ANTIOCH AND BRENTWOOD AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

***Reso. No. 2020/29 adopted, 5/0***

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

- 1) Approving Amendment No.1 to the Streets Cooperative Agreement between the City of Antioch and the City of Brentwood including easement deeds and administrative documents as may be necessary (“Agreement”), to carry-out the agreement; and
- 2) Authorizing the City Manager, or designee, to execute the Agreement.

- H.** RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR HEIDORN VILLAGE (IN-TRACT), HEIDORN RANCH ROAD, AND PREWETT RANCH DRIVE (MERITAGE HOMES) TRACT NO. 9385 (P.W. 695)

***Reso. No. 2020/30 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to accept the completed improvements and the release of bonds for Heidorn Village (in-tract), Heidorn Ranch Road, and Prewett Ranch Drive.

**CONSENT CALENDAR – Continued**

**I. PAVEMENT SURFACE TREATMENTS (P.W. 328-12)**

**Reso. No. 2020/31 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution to authorize an amendment increasing the FY19/20 Capital Improvement Budget for the Pavement Surface Treatments (“Project”) in the amount of \$850,000 from the Gas Tax Fund and \$850,000 from the Measure J Fund for a total budget amendment of \$1,700,000.

**J. SOLIDS HANDLING EQUIPMENT BID AWARD**

**Reso. No. 2020/32 adopted, 5/0**

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

- 1) Approving the agreement with Karl Needham Enterprises, Inc to provide solids handling equipment rental and maintenance services for the period of July 1, 2020 through June 30, 2025 for an amount not to exceed \$375,000 per fiscal year; and
- 2) Authorizing the City Manager to execute the Agreement.

**K. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND VOLER STRATEGIC ADVISORS**

**Reso. No. 2020/33 adopted, 5/0**

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

- 1) Approve Amendment No. 1 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors, which extends the term of the contract for 6-months to September 15, 2020 and increases the contract value by \$48,000 for a total contract amount not to exceed \$96,000.
- 2) Authorize the City Manager to execute Amendment No. 1 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors for a total contract amount not to exceed \$96,000.

**L. APPROVAL OF TREASURER’S REPORT FOR JANUARY 2020**

**Approved, 5/0**

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

## **PUBLIC HEARING**

2. AVIANO HOME SIZE MODIFICATIONS (UP-19-15) (AR-19-23)

**Reso. No. 2020/34 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving the use permit and design review application for home size modifications for the Aviano project.

3. ACCESSORY DWELLING UNIT FEE ORDINANCE

**To 03/24/2020 for adoption, 5/0**

Recommended Action: It is recommended that the City Council introduce an ordinance amending Antioch Municipal Code Section 9-3.60 to address Development Impact Fees specific to Accessory Dwelling Units.

## **COUNCIL REGULAR AGENDA**

4. APPROVE THE PURCHASE AND SALES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND CONTRA COSTA COUNTY

**Reso. No. 2020/35 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution to authorize the City Manager to execute the Purchase and Sales Agreement between the City of Antioch and Contra Costa County for the City owned 4.79-acre Delta Fair property.

5. FORMATION OF AN AD HOC COMMITTEE FOR WATERFRONT REVITALIZATION

**Reso. No. 2020/36 adopted, 5/0**

**Appointing Motts and Wilson for the duration of 6 months**

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

- 1) Discuss and determine if it is the desire of the City Council to form a Waterfront Revitalization Ad Hoc Committee;
- 2) Confirm the appointment of two (2) members for the Waterfront Revitalization Ad Hoc Committee;
- 3) Confirm the duration of the Waterfront Revitalization Ad Hoc Committee; and
- 4) Adopt the resolution to form the Waterfront Revitalization Ad Hoc Committee.

**COUNCIL REGULAR AGENDA – Continued**

**6. FORMATION OF THE FOUNDERS' DAY AD HOC COMMITTEE**

***Reso. No. 2020/37 adopted, 5/0***

***Appointing Wright and Motts for the duration of 7 months***

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

- 1) Discuss and determine if it is the desire of the City Council to form a Founders' Day Ad Hoc Committee;
- 2) Confirm the appointment of two (2) members for the Founders' Day Ad Hoc Committee;
- 3) Confirm the duration of the Founders' Day Ad Hoc Committee; and
- 4) Adopt the resolution to form the Founders' Day Ad Hoc Committee.

**PUBLIC COMMENT**

**STAFF COMMUNICATIONS**

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

**MOTION TO ADJOURN** – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*

***Motioned to adjourn meeting at 7:42 p.m., 5/0***



## ***BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS***

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards and committees. Any interested resident is encouraged to apply for the vacancy listed below. To be considered for these volunteer positions, a completed application must be received in the Office of the City Clerk **by 5:00 p.m. on the dates listed below**. Applications are available at <https://www.antiochca.gov/#> and at the City Clerk's Office, City Hall, 200 H Street, Antioch, CA 94509 (925) 779-7009.

***(Deadline date: 03/13/20)***

- ***BOARD OF ADMINISTRATIVE APPEALS***
- ***SALES TAX CITIZENS' OVERSIGHT COMMITTEE***

***(Deadline date: 03/27/20)***

- ***POLICE CRIME PREVENTION COMMISSION***
- ***PARKS AND RECREATION COMMISSION***
- ***CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES***

***Your interest and desire to serve our community is appreciated.***

***Three (3) Board Members, 4-year term vacancies, expiring March 2024***

***Two (2) Board Members, 2-year term vacancies, expiring March 2022***

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

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

**POLICE CRIME PREVENTION COMMISSION**

**(Deadline date: 03/27/20)**

***One (1) Commissioner 4-year term vacancy, expiring June 2023***

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

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

***Three (3) Commissioners, 4-year term vacancies, expiring March 2024***

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

**CONTRA COSTA MOSQUITO & VECTOR CONTROL**

**BOARD OF TRUSTEES**

**(Deadline date: 03/27/20)**

***One (1) Antioch Citizen Representative Vacancy***

- The Antioch City Council is seeking candidates for its representative to the Contra Costa Mosquito & Vector Control Board of Trustees.
- The Board of Trustees are officials appointed by their respective City Councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve without compensation for a term of two to four years and are highly dedicated to this community service.
- The regular business meetings are held on the second Monday of every other month starting in January. Meetings are held at the District office, 155 Mason Circle, Concord, at 7:00 p.m. The meetings are open to the public.
- Additional information regarding the responsibilities and duties are available online at [www.ContraCostaMosquito.com](http://www.ContraCostaMosquito.com)



## CITY COUNCIL MEETING

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

**February 11, 2020**  
**Antioch Community Center**

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

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

### **PLEDGE OF ALLEGIANCE**

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

### **SPECIAL MEETING – STUDY SESSION**

#### **1. VISION AND STRATEGIC PLAN 2019-2029 UPDATE**

City Manager Bernal introduced Study Session item #1.

Director of Parks and Recreation Kaiser presented the staff report and PowerPoint presentation dated February 10, 2020 recommending the City Council receive the Vision and Strategic Plan 2019-2029 Quarterly Update, and review and file the progress report.

Following a discussion on the (7) seven goals identified in the Vision and Strategic Plan, Council provided the following direction:

#### *Goal 2 – Support Public Safety*

Councilmember Thorpe requested that the document clarify that adequate funding for appropriate levels of law enforcement personnel was based on staffing levels approved by Council.

#### *Goal 4 – Promote Community Pride*

Councilmember Thorpe suggested the Map Tour be expanded to include community development projects.

Councilmember Motts requested staff could provide a map of completed and proposed median improvements projects.

#### *Goal 5 – Strive to be a Healthy Community*

Councilmember Wilson suggested expanding outreach/education to the community with regards to the Summer Youth Bus Pass program.

Councilmember Ogorchock suggested staff determine if Little League was self-insured and if so, look into alternative locations that they could utilize without a cost.

*Goal 6 – Support Historic Downtown Revitalization*

Councilmember Ogorchock suggested expanding days in which the City provided the opportunity for residents to shred documents. She also suggested solar projects encompass lighting and windows.

Councilmember Motts suggested the goals include exploring the establishment of a Community Center/Town Square in the Historic District.

Mayor Wright suggested the City investigate partnerships with private entities that offer free citywide shredding services. He also suggested staff provide a press release regarding the locations of new cellular equipment.

Councilmember Motts suggested staff support the downtown merchant's efforts to establish a farmer's market.

Mayor Wright thanked staff for their hard work and noted that by continuing this item from the last meeting, it allowed them to have a robust conversation.

**PUBLIC COMMENT – None**

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adjourned the Special Meeting/Study Session at 6:35 P.M.

Mayor Wright called the Regular meeting to order at 7:01 P.M., and City Clerk Simonsen called the roll.

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

**PLEDGE OF ALLEGIANCE**

Councilmember Thorpe led the Council and audience in the Pledge of Allegiance.

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Director of Parks and Recreation Kaiser announced the Youth Employment Fair would be taking place from 10:00 A.M. – 2:00 P.M. on February 22, 2020 at the Nick Rodriguez Community Center.

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

City Clerk Simonsen announced the following Board and Commission openings:

- Planning Commission: One (1) vacancy: deadline date is February 14, 2020
- Board of Administrative Appeals: Five (5) vacancies: deadline date is March 13, 2020
- Sales Tax Citizens' Oversight Committee: Three (3) vacancies: deadline date is March 13, 2020

He reported applications would be available online at the City's website and at the City Clerk's and Deputy City Clerks offices.

## **PUBLIC COMMENTS**

Joe Bosman discussed the positive aspects of living in Antioch. He expressed concern regarding the lack of affordable housing and homelessness. He spoke in support of recent legislation focused on Accessory Dwelling Units (ADU) and reported that he had submitted an application for ADUs on his property.

Kenneth Luke speaking on behalf of Elroy Booker stated that Mr. Booker lived in an area that was annexed into the City in 2014. He noted at that time Council included a provision where the City would assist residents by covering the connection costs. He further noted that the City was now demanding residents pay for permits to hook up to city water and sewer. He urged Council to review this issue and consider waiving permit fees.

## **COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Wilson reported on her attendance at the Tri Delta Transit meeting and announced a free shredding day would take place on April 30, 2020 at their facility. She also reported on her attendance at the Sexual Violence Ad Hoc Committee meeting.

Councilmember Motts reported on her attendance at the Sexual Violence Ad Hoc Committee meeting and the Association of Bay Area Governments (ABAG) meeting.

Councilmember Thorpe reported on his attendance at the Youth Services Ad Hoc Committee, Homeless Encampment Committee and Tri Delta Transit meetings.

Mayor Wright reported on his attendance the League of California Cities meeting, ABAG meeting, East Bay Economic Development Alliance, Mayor's Conference, Sesquicentennial Ad Hoc Committee meeting, Youth Services Task Force Ad Hoc Committee meeting and a meeting with representative from the Boys and Girls Club of America.

## **MAYOR'S COMMENTS**

Mayor Wright thanked the City Council and staff for all of their hard work on behalf of the residents of Antioch.

3. **CONSENT CALENDAR**
  - A. **APPROVAL OF SPECIAL MEETING MINUTES FOR JANUARY 28, 2020**
  - B. **APPROVAL OF COUNCIL MINUTES FOR JANUARY 28, 2020**
  - C. **APPROVAL OF COUNCIL WARRANTS**
  - D. **RESOLUTION NO. 2020/14 UNDERGROUND REPAIR SERVICES BID AWARD**
  - E. **RESOLUTION NO. 2020/15 FIRST AMENDMENT TO THE AGREEMENT WITH GARNEY PACIFIC, INC. FOR THE NORTHEAST ANTIOCH ANNEXATION WATER AND SEWER FACILITY INSTALLATION (P.W. 693)**
  - F. **RESOLUTION NO. 2020/16 FIRST AMENDMENT TO THE AGREEMENT WITH GRANITEROCK FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY PAVEMENT REHABILITATION, PHASE 8 (P.W. 678-8)**
  - G. **RESOLUTION NO. 2020/17 REVISED RESPONSE TO RECOMMENDATION NO. 2 OF THE GRAND JURY REPORT NO. 1907**
  - H. **APPROVAL OF TREASURER'S REPORT FOR NOVEMBER 2019**
  - I. **RESOLUTION NO. 2020/18 INITIATE PREPARATION OF THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT CITY ENGINEER'S REPORT FOR FY 2020/2021**

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

### **COUNCIL REGULAR AGENDA**

#### **3. CIVIC ENHANCEMENT GRANTS**

City Manager Bernal introduced Regular Agenda Item #3.

Director of Parks and Recreation Kaiser presented the staff report dated February 11, 2020 recommending the City Council adopt a resolution approving the 2019-2020 Civic Enhancement Grants.

Councilmember Thorpe moved to approve the Civic Enhancement Grants.

Councilmember Wilson stated under advisement of City Attorney Smith she had to recuse herself from voting on the Celebrate Antioch Foundation Civic Enhancement Grant.

Councilmember Ogorchock seconded the motion to approve the Civic Enhancement Grants.

City Attorney Smith clarified that he did not state that Councilmember Wilson had to recuse herself on this matter. He noted she was choosing to recuse herself and she was entitled to do so.

Councilmember Motts, as president of the Celebrate Antioch Foundation, recused herself from voting on the Celebrate Antioch Foundation grant.

Councilmember Thorpe withdrew his previous motion and made the following motion.

**RESOLUTION NO. 2020/19**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council adopted a resolution approving the 2019-2020 Celebrate Antioch Foundation Civic Enhancement Grant in the amount of \$20,000.

Councilmember Wilson and Councilmember Motts left the Council meeting during the vote on this item.

The motion carried the following vote:

Ayes: Thorpe, Ogorchock, Wright

Councilmember Wilson and Councilmember Motts returned to the Council meeting.

Councilmember Thorpe moved to approve the El Campanil Theatre Civic Enhancement Grant in the amount of \$8000.

Councilmember Ogorchock commented that she would be recusing herself from the Delta Veteran's Group – Veteran's Memorial Banner Program Civic Enhancement Grant.

Councilmember Thorpe withdrew his previous motion and made the following motion.

**RESOLUTION NO. 2020/20**

On motion by Councilmember Thorpe, seconded by Councilmember Motts the City Council adopted a resolution approving the 2019-2020 El Campanil Theatre Civic Enhancement Grant in the amount of \$8,000, Soroptimist of Antioch Civic Enhancement Grant in the amount of \$4,000, Delta Blues Festival Civic Enhancement Grant in the amount of \$5,000, Antioch Historical Society Museum Civic Enhancement Grant in the amount of \$4,500, "Delta Veteran's Group", 2020 Veteran's Day Parade Civic Enhancement Grant for \$1,500, Be Exceptional Civic Enhancement Grant in the amount of \$1,000; and, The Drama Factory Civic Enhancement Grant in the amount of \$1,000.

Councilmember Ogorchock recused herself from voting on the "Delta Veteran's Group" – Veteran's Memorial Banner Program Civic Enhancement Grant and left the Council meeting.

**RESOLUTION NO. 2020/21**

On motion by Councilmember Thorpe, seconded by Councilmember Motts the City Council adopted a resolution approving the “Delta Veteran’s Group” – Veteran’s Memorial Banner Program Civic Enhancement Grant in the amount of \$5,000. The motion carried the following vote:

Ayes: Wilson, Thorpe, Motts, Wright

In response to Councilmember Thorpe, City Attorney Smith stated he would research amending the City’s ordinance to change policy to empower the Parks and Recreation Commission to approve the Civic Enhancement Grants.

Councilmember Ogorchock returned to the Council meeting.

**4. AUTHORIZE IMMEDIATE OVERHIRE OF SWORN POLICE OFFICER POSITIONS**

City Manager Bernal introduced Regular Agenda Item #4.

Chief Brooks thanked Council for their support of the Antioch Police Department and presented the staff report dated February 11, 2020 recommending City Council adopt the resolution authorizing the City Manager or designee to immediately over hire the Antioch Police Department by up to six (6) sworn Police Officers above the current authorized allocated staffing level of 115 sworn officers.

Councilmember Wilson suggested Council consider a policy regarding the over-hiring of police officers in order to maintain their authorized staffing level.

Councilmember Thorpe agreed with Councilmember Wilson and suggested the policy include Code Enforcement.

Councilmember Motts thanked Chief Brooks for his efforts and creating an environment that makes the Antioch Police Department a first-rate agency.

Chief Brooks thanked Administrative Services Director Mastay and the Human Resources staff for their collaboration in the City’s hiring efforts.

Councilmember Ogorchock thanked Chief Brooks for the report and bringing this item forward. She also supported a policy regarding the over-hiring of police officers in order to maintain their authorized staffing level.

Mayor Wright thanked Chief Brooks for doing a phenomenal job and spoke in support of this item.

**RESOLUTION NO. 2020/22**



On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City Council unanimously adopted the resolution authorizing the City Manager or designee to immediately over hire the Antioch Police Department by up to six (6) sworn Police Officers above the current authorized allocated staffing level of 115 sworn officers.

**5. CITY OF ANTIOCH FLAG POLICY**

City Manager Bernal introduced Regular Agenda Item #5.

City Attorney Smith presented the staff report dated February 11, 2020 recommending the staff report dated February 11, 2020 recommending the staff report dated February 11, 2020 recommending the City Council adopt the resolution approving the City of Antioch Flag Display Policy.

Dr. Jeffrey Klinger, Antioch resident, stated the flag policy was a well thought out document; however, he was opposed to non-governmental flags flying on the City's flag pole. He suggested if the flag policy goes forward that it explicitly state that each application requires City Council approval and that it clarify how often a flag could be flown.

**RESOLUTION NO. 2020/23**

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City Council unanimously adopted the resolution approving the City of Antioch Flag Display Policy.

**6. RESOLUTION APPROVING A REVISED TRAVEL AND EXPENSE POLICY FOR ELECTED AND APPOINTED OFFICIALS**

City Manager Bernal introduced Regular Agenda Item #6.

Administrative Services Director Mastay presented the staff report dated February 11, 2020 recommending the City Council: 1) Discuss and provide direction to staff regarding the redlined revised Travel and Expense Policy for Elected and Appointed Officials; and 2) Adopt a resolution approving any revisions to the Travel and Expense Policy for Elected and Appointed Officials.

Mayor Wright stated he asked for this to be brought back for clarification and understanding regarding the budget allocation for Elected and Appointed Officials travel.

Following discussion, Council consensus agreed to approve the policy as presented and bring it back with the budget revision at which time they would set aside funds for travel, and remove the aspect of travel having to be approved by Council.

Councilmember Ogorchock stated her upcoming travel requests would be coming to Council under the Consent Calendar.

**RESOLUTION NO. 2020/24**

On motion by Councilmember Ogorchock, seconded by Councilmember Motts the City Council unanimously adopted a resolution approving any revisions to the Travel and Expense Policy for Elected and Appointed Officials.

**7. RESOLUTION APPROVING THE SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THOMAS SMITH FOR CITY ATTORNEY SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

City Manager Bernal introduced Regular Agenda Item #7.

Administrative Services Director Mastay presented the staff report dated February 11, 2020 recommending the City Council adopt a resolution approving the First Amendment to the Employment Agreement with Thomas Smith (hereinafter "Smith") for City Attorney Services and authorizing the Mayor to sign the Agreement.

Council expressed their appreciation to City Attorney Smith for his professionalism.

**RESOLUTION NO. 2020/25**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council unanimously adopted a resolution approving the First Amendment to the Employment Agreement with Thomas Smith (hereinafter "Smith") for City Attorney Services and authorizing the Mayor to sign the Agreement.

**8. AD HOC COMMITTEE DISSOLUTION OR EXTENSION UNTIL A SPECIFIC DATE; UPDATES ON AD HOC COMMITTEE ACTIVITIES**

City Manager Bernal introduced Regular Agenda Item #8.

Administrative Services Director Mastay presented the staff report dated February 11, 2020 recommending the City Council: 1) Provide updates on ad hoc committee activities, 2) Determine whether to dissolve or extend the term of the existing ad hoc committees until a specific date. Please note: Ad Hoc Committees may be dissolved and another created with a different and specific purpose, in the same genre; 3) Determine whether to direct staff to create standing committees to replace certain existing ad hoc committees.

- Waterfront Ad Hoc Committee
- Youth Services Task Force Ad Hoc Committee
- Sesquicentennial Ad Hoc Committee
- Homeless Encampment Ad Hoc Committee
- Senior Ad Hoc Committee
- Cannabis Ad Hoc Committee
- Sexual Violence Prevention Committee

City Attorney Smith explained that Ad Hoc committees were intended for a specific purpose and should not carry on for extended periods of time. He reiterated that an Ad Hoc Committee may

be turned into a Standing Committee or dissolved and another created with slightly different goals, in the same genre. He reminded Council that all Brown Act procedures applied to Standing Committees. He offered to meet with the members of dissolved committees to set new objectives that would constitute a separate Ad Hoc Committee, if that were their choice.

Mayor Wright suggested Ad Hoc Committees approaching one-year dissolve and meet to discuss how to focus an extension based on a specific goal. He noted those committees could then come back for their formation at a future Council meeting.

#### Waterfront Ad Hoc Committee

Councilmember Motts reported on the Waterfront Ad Hoc Committee. She requested that it be dissolved and another created with a different purpose, in the same genre.

#### Youth Services Task Force Ad Hoc Committee

Mayor Wright and Councilmember Thorpe reported on the Youth Services Task Force Ad Hoc Committee. They requested it be dissolved and another created with a different purpose, in the same genre.

#### Sesquicentennial Ad Hoc Committee

Mayor Wright and Councilmember Motts reported on the Sesquicentennial Ad Hoc Committee. They requested it be dissolved and another created with a different purpose, in the same genre.

#### Homeless Encampment Ad Hoc Committee

Councilmembers Thorpe and Motts reported on the Homeless Encampment Ad Hoc Committee. They requested that the Ad Hoc committee be extended to April 9, 2020.

#### Senior Ad Hoc Committee

Mayor Wright and Councilmember Ogorchock reported on the Senior Ad Hoc Committee. The requested the Committee be dissolved and another created with a different purpose, in the same genre.

#### Cannabis Ad Hoc Committee

Councilmembers Wilson and Thorpe reported on the Cannabis Ad Hoc Committee. They requested it be extended to May 28, 2020.

#### Sexual Violence Prevention Committee

Councilmember Motts and Wilson reported on the Sexual Violence Prevention Ad Hoc Committee. They requested that it be extended to September 10, 2020.

Mayor Wright thanked everyone working on the Ad Hoc Committees.

**PUBLIC COMMENTS** – None

**STAFF COMMUNICATIONS**

City Manager Bernal announced that City offices would be closed on February 12, 2020 and February 17, 2020 in observance of President Lincoln Birthday and President's Day.

**COUNCIL COMMUNICATIONS**

Councilmember Ogorchock requested staff research the issue of the residents living in the annexed area being required to pay fees to hook up to the city's water and sewer. She reported that when the area was annexed there was an agreement made to waive the permit fees for their connections.

**ADJOURNMENT**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council unanimously adjourned the meeting at 8:22 P.M.

Respectfully submitted:

*Kitty Eiden*

\_\_\_\_\_  
KITTY EIDEN, Minutes Clerk



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 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 February 25, 2020

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**RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of February 25, 2020 to the next meeting.

**FISCAL IMPACT**

None

**DISCUSSION**

N/A

**ATTACHMENT**

None.

# ANTIOCH CALIFORNIA

CITY OF ANTIOCH  
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**100 General Fund**

**Non Departmental**

00386556 LAW OFFICE OF RUTHANN G ZIEGLER LEGAL SERVICES RENDERED 22,951.50

**City Council**

00386499 BAGEL STREET CAFE CLOSED SESSION MEAL 140.50

**City Attorney**

00386556 LAW OFFICE OF RUTHANN G ZIEGLER LEGAL SERVICES RENDERED 660.00

00386642 GRANT-SMITH, RAKIA VERNETTE LODGING REIMBURSEMENT 151.84

00386657 OFFICE DEPOT INC OFFICE SUPPLIES 11.12

00936203 CANON FINANCIAL SERVICES COPIER LEASE 131.86

00936225 RAY MORGAN COMPANY COPIER USAGE 157.00

**City Manager**

00386500 BANK OF AMERICA VARIOUS BUSINESS EXPENSES 573.59

00386505 BANK OF AMERICA VARIOUS BUSINESS EXPENSES 408.00

00386619 CITY OF WALNUT CREEK CCC LEADERSHIP ACADEMY 1,527.00

00386657 OFFICE DEPOT INC OFFICE SUPPLIES 32.03

00936203 CANON FINANCIAL SERVICES COPIER LEASE 131.86

00936225 RAY MORGAN COMPANY COPIER USAGE 157.00

**City Clerk**

00386505 BANK OF AMERICA VARIOUS BUSINESS EXPENSES 600.00

00386531 EIDEN, KITTY J MINUTES CLERK 757.50

00386568 NETFILE AGENCY SERVICES 10,000.00

00386586 SIMONSEN, ARNE EXPENSE REIMBURSEMENT 295.18

00386614 BAY AREA NEWS GROUP LEGAL PUBLICATIONS 382.50

00936225 RAY MORGAN COMPANY COPIER USAGE 495.10

**Human Resources**

00386505 BANK OF AMERICA VARIOUS BUSINESS EXPENSES 728.98

00386657 OFFICE DEPOT INC OFFICE SUPPLIES 591.32

00936204 COMPUTERLAND COMPUTER EQUIPMENT 174.21

00936218 DELL COMPUTER CORP COMPUTER EQUIPMENT 884.20

00936225 RAY MORGAN COMPANY COPIER USAGE 539.68

**Economic Development**

00386500 BANK OF AMERICA VARIOUS BUSINESS EXPENSES 129.08

00386547 IHEARTCOMMUNICATIONS INC MEDIA PURCHASES 18,708.50

00386612 BANK OF AMERICA VARIOUS BUSINESS EXPENSES 5,463.91

00386641 GIS PLANNING INC PLANNING WEB PORTAL 2,200.00

00936203 CANON FINANCIAL SERVICES COPIER LEASE 131.85

00936225 RAY MORGAN COMPANY COPIER USAGE 157.00

**Finance Administration**

00386657 OFFICE DEPOT INC OFFICE SUPPLIES 135.94

00936225 RAY MORGAN COMPANY COPIER USAGE 662.72

**Finance Accounting**

00386657 OFFICE DEPOT INC OFFICE SUPPLIES 120.37

**Finance Operations**

00386657 OFFICE DEPOT INC OFFICE SUPPLIES 28.68

**Non Departmental**

00386521 CONTRA COSTA COUNTY LIBRARY LIBRARY MAINTENANCE 44,713.07

00386531 EIDEN, KITTY J MINUTES CLERK 100.00

00386612 BANK OF AMERICA VARIOUS BUSINESS EXPENSES 2,221.89

Prepared by: Lauren Posada

Finance Accounting

3/5/2020

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# ANTIOCH CALIFORNIA

CITY OF ANTIOCH  
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00386661	PACIFIC CREDIT SERVICES	COLLECTION AGENCY FEES	541.50
00936216	COMPUTERLAND	COMPUTER EQUIPMENT	345.35
00936218	DELL COMPUTER CORP	COMPUTER EQUIPMENT	884.20
00936297	RETIREE	MEDICAL AFTER RETIREMENT	1,787.98
<b>Public Works Administration</b>			
00936225	RAY MORGAN COMPANY	COPIER USAGE	294.18
<b>Public Works Street Maintenance</b>			
00386493	ANTIOCH ACE HARDWARE	SUPPLIES	69.01
00386501	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,624.11
00386523	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTAL	611.00
00386536	FASTENAL CO	SUPPLIES	25.83
00386550	INTERSTATE SALES	PARTS	1,295.71
00386557	MANERI SIGN COMPANY	SIGNS	819.38
00386569	NEXTEL SPRINT	CELL PHONE	115.76
00386584	SHERWIN WILLIAMS CO	SUPPLIES	33.39
00386639	FLINT TRADING INC	SUPPLIES	136.73
00386651	LOWES COMPANIES INC	SUPPLIES	577.68
00386680	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,250.00
<b>Public Works-Signal/Street Lights</b>			
00386498	AT AND T MCI	PHONE	754.62
00386662	PACIFIC GAS AND ELECTRIC CO	OFFICE SUPPLIES	72.28
00936205	CONSOLIDATED ELECTRICAL DIST	LIGHT POLES	17,698.50
00936207	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,881.83
00936222	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,793.64
<b>Public Works-Facilities Maintenance</b>			
00386498	AT AND T MCI	PHONE	62.49
00386501	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	108.73
00386526	DEPT OF INDUSTRIAL RELATIONS	CONVEYANCE	225.00
00386558	MARTELL WATER SYSTEMS INC	FOUNTAIN SUPPLIES	4,012.23
00386569	NEXTEL SPRINT	CELL PHONE	57.88
00386582	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	351.00
00386643	HOME DEPOT, THE	SUPPLIES	10.85
00386651	LOWES COMPANIES INC	SUPPLIES	423.22
00386652	MARTELL WATER SYSTEMS INC	FOUNTAIN SERVICES	465.00
<b>Public Works-Parks Maint</b>			
00386498	AT AND T MCI	PHONE	106.90
00386571	OFFICE DEPOT INC	OFFICE SUPPLIES	91.38
00386623	COMBINATION LOCK AND SAFE	REPAIR SERVICES	329.21
00386658	OPENING TECHNOLOGIES	REPAIR SERVICES	4,991.65
00936217	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	77,312.50
<b>Public Works-Median/General Land</b>			
00386498	AT AND T MCI	PHONE	243.03
00386662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	26.41
<b>PW-Work Alternative-Strt Maint</b>			
00386569	NEXTEL SPRINT	CELL PHONE	82.34
<b>Police Administration</b>			
00386502	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,721.02
00386503	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,199.70
00386504	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,460.78

Prepared by: Lauren Posada

Finance Accounting

3/5/2020

# ANTIOCH CALIFORNIA

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00386514	CNOA	TRAINING - T CHANG	150.00
00386515	CNOA	TRAINING - J ADAMS	150.00
00386516	CNOA	TRAINING - M SUMMERS	150.00
00386522	COX, JOHN SPENCER	TRAINING PER DIEM	380.00
00386527	DIABLO VALLEY EMBOSSING INC	PRINTING SERVICES	1,126.65
00386531	EIDEN, KITTY J	MINUTES CLERK	225.00
00386535	FAST SIGNS	PRINTING SERVICES	920.48
00386540	GRAYS, ALLANTE	CARWASHES	4,470.00
00386548	IACP	MEMBERSHIP - T BROOKS	190.00
00386549	IACP	MEMBERSHIP - A MOREFIELD	190.00
00386567	NET TRANSCRIPTS	REPORT TRANSCRIPTION	32.36
00386571	OFFICE DEPOT INC	OFFICE SUPPLIES	516.40
00386596	TORRES, MARCOS ANGEL	TRAINING PER DIEM	380.00
00386610	ARROWHEAD 24 HOUR TOWING	TOWING SERVICES	166.50
00386631	CRIME SCENE CLEANERS INC	HAZMAT CLEANUP	100.00
00386632	CRYSTAL CLEAR LOGOS INC	UNIFORMS	125.45
00386633	CRYSTAL CLEAR LOGOS INC	UNIFORMS	544.36
00386674	SHRED IT INC	SHREDDING SERVICE	304.12
00386678	STATE OF CALIFORNIA	FINGERPRINTING SERVICES	162.00
00936209	MOBILE MINI LLC	EVIDENCE STORAGE	123.28
00936225	RAY MORGAN COMPANY	COPIER USAGE	100.71
<b>Police Prisoner Custody</b>			
00386503	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	97.20
<b>Police Community Policing</b>			
00386502	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	597.63
00386538	FLYMOTION	UAS PROGRAM	20,062.67
00386588	SP PLUS CORPORATION	PARKING ENFORCEMENT	13,659.08
00386610	ARROWHEAD 24 HOUR TOWING	TOWING SERVICES	285.00
00386634	D TAC K9 LLC	K9 TRAINING	1,850.00
00386644	HUNT AND SONS INC	GAS	272.65
00936210	ODIN SYSTEMS INC	COMMUNITY CAMERAS PROJECT	18,821.15
<b>Police Investigations</b>			
00386503	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,005.00
00386581	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	6,160.00
00386592	T MOBILE USA INC	CELL ANALYSIS	50.00
00386593	T MOBILE USA INC	CELL ANALYSIS	1,947.00
00386594	T MOBILE USA INC	CELL ANALYSIS	50.00
00386597	TRANSUNION RISK & ALTERN. DATA	LEO DATABASE	140.90
00386611	AT AND T MCI	CELL ANALYSIS	2,515.00
<b>Police Special Operations Unit</b>			
00386681	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE PROGRAM	569.39
<b>Police Communications</b>			
00386498	AT AND T MCI	PHONE	3,101.02
00386573	PACIFIC TELEMANAGEMENT SERVICES	PAY PHONE	241.80
00386684	VERIZON WIRELESS	PATROL VEHICLE MODEMS	2,563.85
<b>Office Of Emergency Management</b>			
00386498	AT AND T MCI	PHONE	324.25
00386503	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	9.95

Prepared by: Lauren Posada

Finance Accounting

3/5/2020

# ANTIOCH CALIFORNIA

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**Police Facilities Maintenance**

00386498	AT AND T MCI	PHONE	325.74
00386617	BRIGHT SECURITY INTEGRATIONS	ALARM SERVICE	26,989.56
00386651	LOWES COMPANIES INC	SUPPLIES	87.18
00936207	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	6,456.89

**P & R Administration**

00386651	LOWES COMPANIES INC	SUPPLIES	685.35
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**Community Development Land Planning Services**

00386614	BAY AREA NEWS GROUP	LEGAL PUBLICATIONS	589.50
00386637	EIDEN, KITTY J	MINUTES CLERK	112.50
00386657	OFFICE DEPOT INC	OFFICE SUPPLIES	1,109.24
00936204	COMPUTERLAND	SOFTWARE	899.00
00936218	DELL COMPUTER CORP	COMPUTER EQUIPMENT	884.22
00936225	RAY MORGAN COMPANY	COPIER USAGE	51.60

**CD Code Enforcement**

00386552	K2GC	PROFESSIONAL SERVICES	1,599.43
00386569	NEXTEL SPRINT	CELL PHONE	583.04
00386616	BRIDGEHEAD SELF STORAGE	STORAGE	235.00
00386628	CONTRA COSTA COUNTY	RECORDING FEES	731.00
00386657	OFFICE DEPOT INC	OFFICE SUPPLIES	1,530.61
00386666	RAMBLAS, CATHERINE	EXPENSE REIMBURSEMENT	76.07
00936204	COMPUTERLAND	COMPUTER EQUIPMENT	174.21
00936216	COMPUTERLAND	SUPPLIES	87.02
00936218	DELL COMPUTER CORP	COMPUTER EQUIPMENT	884.23
00936225	RAY MORGAN COMPANY	COPIER USAGE	39.74

**PW Engineer Land Development**

00386498	AT AND T MCI	PHONE	41.11
00386501	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	150.00
00386505	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	14.56
00386517	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	22,940.00
00386569	NEXTEL SPRINT	CELL PHONE	415.28
00386571	OFFICE DEPOT INC	OFFICE SUPPLIES	445.56
00386578	SALABER ASSOCIATES INC	INSPECTION SERVICES	46,680.00
00386614	BAY AREA NEWS GROUP	LEGAL PUBLICATIONS	247.50
00936212	TESTING ENGINEERS INC	MATERIAL TESTING	785.00
00936225	RAY MORGAN COMPANY	COPIER USAGE	203.00

**Community Development Building Inspection**

00386569	NEXTEL SPRINT	CELL PHONE	214.82
00386650	LOPEZ, TAYLOR M	EXPENSE REIMBURSEMENT	114.69
00386657	OFFICE DEPOT INC	OFFICE SUPPLIES	572.06

**Capital Imp. Administration**

00386501	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	300.00
00386569	NEXTEL SPRINT	CELL PHONE	207.64
00386583	SHEARER, TRACY ANNE	EXPENSE REIMBURSEMENT	27.00
00936225	RAY MORGAN COMPANY	COPIER USAGE	371.40

**212 CDBG Fund**

**Non Departmental**

**CDBG**

00386539	GRANITE ROCK COMPANY	DOWNTOWN ROADWAY PROJECT	71,250.00
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Prepared by: Lauren Posada

Finance Accounting

3/5/2020

# ANTIOCH CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
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**213 Gas Tax Fund**

**Streets**

00386561	METROPOLITAN TRANSPORTATION COM	ANNUAL SUBSCRIPTION	3,500.00
00386662	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	113.20

**214 Animal Control Fund**

**Animal Control**

00386491	AIRGAS INC	OXYGEN TANK RENTAL	53.86
00386502	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	252.24
00386504	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	483.96
00386507	BEST WESTERN	LODGING - A MCCARTHY 3/1-3/6	617.05
00386518	CONCORD FEED	SUPPLIES	367.00
00386529	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	229.34
00386543	HILLS PET NUTRITION	VETERINARY SERVICES	351.45
00386555	KOEFRAN SERVICES INC	CREMATION SERVICES	1,850.00
00386560	MCCARTHY, ALEXANDRA	TRAINING PER DIEM	760.00
00386564	MWI VETERINARY SUPPLY CO	SUPPLIES	2,454.86
00386579	SANTA ROSA JR COLLEGE	TRAINING - A MCCARTHY	144.00
00386589	STARLINE SUPPLY COMPANY	OPERATING SUPPLIES	673.12
00386615	BEST WESTERN	LODGING - A MCCARTHY 3/8-3/13	617.05
00386657	OFFICE DEPOT INC	OFFICE SUPPLIES	75.55

**216 Park-In-Lieu Fund**

**Parks & Open Space**

00386653	MIRACLE PLAYSYSTEMS INC	PLAYGROUND UPGRADE	119,549.95
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**219 Recreation Fund**

**Non Departmental**

00386528	DVHS BAND BOOSTERS	SECURITY REFUND	1,171.00
00386574	POWELL, DION	RENTAL DEPOSIT REFUND	500.00
00386580	SANTAMARIA, LOWELYN	RENTAL DEPOSIT REFUND	500.00
00386604	ZABALA, CYNTHIA	RENTAL DEPOSIT REFUND	500.00

**Nick Rodriguez Community Cent**

00386621	COLE SUPPLY CO INC	EQUIPMENT	536.66
00386651	LOWES COMPANIES INC	SUPPLIES	200.83
00386673	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	451.00
00936207	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	835.69
00936225	RAY MORGAN COMPANY	COPIER USAGE	80.13

**Senior Programs**

00386498	AT AND T MCI	PHONE	197.19
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**Recreation Sports Programs**

00386498	AT AND T MCI	PHONE	21.38
00386519	CONTRA COSTA COUNTY	HEALTH PERMIT	732.00
00386545	ICEE COMPANY, THE	CONCESSION SUPPLIES	810.76
00386664	PEPSI COLA COMPANY	SUPPLIES	1,027.42
00386682	US FOODSERVICE INC	CONCESSION SUPPLIES	933.60

**Recreation-Comm Center**

00386497	AT AND T MCI	PHONE	66.08
00386498	AT AND T MCI	PHONE	24.34
00386520	CONTRA COSTA COUNTY	HEALTH PERMIT	1,052.00
00386622	COLE SUPPLY CO INC	SUPPLIES	795.78
00386651	LOWES COMPANIES INC	SUPPLIES	152.24

Prepared by: Lauren Posada

Finance Accounting

3/5/2020

# ANTIOCH CALIFORNIA

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00386654	MUIR, ROXANNE	CONTRCATOR PAYMENT	441.00
00386657	OFFICE DEPOT INC	OFFICE SUPPLIES	57.40
00386669	RIDLEY, DEXTER	CONTRACTOR PAYMENT	192.00
00936204	COMPUTERLAND	COMPUTER EQUIPMENT	479.08
00936217	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	2,630.00
00936225	RAY MORGAN COMPANY	COPIER USAGE	510.28
<b>Recreation Water Park</b>			
00386498	AT AND T MCI	PHONE	123.41
00386554	KNORR SYSTEMS INC	CHEMICALS	818.35
00386565	NATIONAL AQUATICS INC	AQUATIC MAINTENANCE	11,100.00
00386569	NEXTEL SPRINT	CELL PHONE	33.55
00386587	SLEMBROUCK, MICHAEL J	EXPENSE REIMBURSEMENT	258.85
00386622	COLE SUPPLY CO INC	SUPPLIES	152.15
00386624	COMCAST	CONNECTION SERVICES	48.59
00386625	COMMERCIAL POOL SYSTEMS	CHEMICALS	126.74
00386648	KNORR SYSTEMS INC	CHEMICALS	456.96
00386651	LOWES COMPANIES INC	SUPPLIES	222.26
00386656	NEOFUNDS BY NEOPOST	POSTAGE	494.73
00386657	OFFICE DEPOT INC	OFFICE SUPPLIES	111.37
00386660	ORIGINAL WATERMAN	EQUIPMENT	6,280.00
00936207	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,606.74
00936217	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	4,548.33
00936225	RAY MORGAN COMPANY	COPIER USAGE	10.28
<b>226 Solid Waste Reduction Fund</b>			
<b>Solid Waste Used Oil</b>			
00386525	DELTA DIABLO	HHW PROGRAM	1,474.66
00386626	CONTRA COSTA COUNTY	RECYCLING PROMOTION	5,000.00
00386668	REPUBLIC SERVICES INC	CURBSIDE OIL	1,668.25
<b>Solid Waste</b>			
00386525	DELTA DIABLO	HHW PROGRAM	9,831.94
<b>229 Pollution Elimination Fund</b>			
<b>Channel Maintenance Operation</b>			
00386569	NEXTEL SPRINT	CELL PHONE	51.34
<b>238 PEG Franchise Fee Fund</b>			
<b>Non Departmental</b>			
00386672	SABOO INC	COUNCIL CHAMBERS PROJECT	177,310.12
<b>251 Lone Tree SLLMD Fund</b>			
<b>Lonetree Maintenance Zone 1</b>			
00386498	AT AND T MCI	PHONE	85.52
00386595	TERRACARE ASSOCIATES	TURF MOWING	136.60
<b>Lonetree Maintenance Zone 2</b>			
00386498	AT AND T MCI	PHONE	146.35
00386680	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	962.50
<b>Lonetree Maintenance Zone 3</b>			
00386498	AT AND T MCI	PHONE	64.14
<b>Lonetree Maintenance Zone 4</b>			
00386595	TERRACARE ASSOCIATES	TURF MOWING	218.56



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**252 Downtown SLLMD Fund**

***Downtown Maintenance***

00386510	BNSF RAILWAY COMPANY INC	PLATFORM LEASE	12,912.82
00386595	TERRACARE ASSOCIATES	TURF MOWING	136.60
00386680	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	550.00

**254 Hillcrest SLLMD Fund**

***Hillcrest Maintenance Zone 1***

00386498	AT AND T MCI	PHONE	42.76
00386595	TERRACARE ASSOCIATES	TURF MOWING	355.16

***Hillcrest Maintenance Zone 2***

00386498	AT AND T MCI	PHONE	149.66
00386585	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,412.00
00386590	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,500.00
00386595	TERRACARE ASSOCIATES	TURF MOWING	486.30

***Hillcrest Maintenance Zone 4***

00386498	AT AND T MCI	PHONE	126.63
00386595	TERRACARE ASSOCIATES	TURF MOWING	273.20

**255 Park 1A Maintenance District Fund**

***Park 1A Maintenance District***

00386498	AT AND T MCI	PHONE	21.38
00386595	TERRACARE ASSOCIATES	TURF MOWING	355.16

**256 Citywide 2A Maintenance District Fund**

***Citywide 2A Maintenance Zone 3***

00386595	TERRACARE ASSOCIATES	TURF MOWING	5.46
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***Citywide 2A Maintenance Zone 6***

00386595	TERRACARE ASSOCIATES	TURF MOWING	327.84
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***Citywide 2A Maintenance Zone 8***

00386595	TERRACARE ASSOCIATES	TURF MOWING	27.32
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***Citywide 2A Maintenance Zone 9***

00386498	AT AND T MCI	PHONE	85.52
00386595	TERRACARE ASSOCIATES	TURF MOWING	81.96

***Citywide 2A Maintenance Zone10***

00386675	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,216.00
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**257 SLLMD Administration Fund**

***SLLMD Administration***

00386493	ANTIOCH ACE HARDWARE	IRRIGATION PARTS	91.30
00386501	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	335.01
00386569	NEXTEL SPRINT	CELL PHONE	115.76
00386595	TERRACARE ASSOCIATES	TURF MOWING	327.84
00386602	WATERSAVERS IRRIGATION	IRRIGATION PARTS	532.59
00386629	CONTRA COSTA COUNTY	NOTICE OF VIOLATION PAYMENT	250.00
00386651	LOWES COMPANIES INC	SUPPLIES	82.91
00386680	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	725.00
00386685	WATERSAVERS IRRIGATION	IRRIGATION PARTS	712.53
00936211	RED WING SHOE STORE	SAFETY SHOES - MORENO	184.01
00936220	GRAINGER INC	SUPPLIES	41.89
00936228	SITEONE LANDSCAPE SUPPLY	IRRIGATION REPAIRS	2,277.41

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**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

00386585 SILVA LANDSCAPE LANDSCAPE SERVICES 1,608.00

**311 Capital Improvement Fund**

**Parks & Open Space**

00386570 NOMAD ECOLOGY LLC PROFESSIONAL SERVICES 2,417.62

00386614 BAY AREA NEWS GROUP LEGAL PUBLICATIONS 424.80

**570 Equipment Maintenance Fund**

**Equipment Maintenance**

00386494 ANTIOCH AUTO PARTS AUTO PARTS 358.41

00386496 ARROWHEAD 24 HOUR TOWING INC TOWING SERVICES 52.50

00386509 BILL BRANDT FORD AUTO PARTS 70.05

00386534 FALCON COLLISION REPAIR INC EMERGENCY REPAIRS 5,244.43

00386553 KEN KELLER SALES VEHICLE PARTS 620.22

00386559 MATCO TOOLS EQUIPMENT 305.90

00386563 MUNICIPAL MAINT EQUIPMENT INC SUPPLIES 123.90

00386572 OREILLY AUTO PARTS AUTO PARTS 53.43

00386601 WALNUT CREEK FORD AUTO PARTS 105.09

00386603 WINTER CHEVROLET CO VEHICLE PARTS 301.36

00386651 LOWES COMPANIES INC SUPPLIES 22.49

00936206 FRED'S WELDING REPAIR SERVICES 32.47

00936225 RAY MORGAN COMPANY COPIER USAGE 98.06

**573 Information Services Fund**

**Information Services**

00386498 AT AND T MCI PHONE 78.90

**Network Support & PCs**

00386498 AT AND T MCI PHONE 332.18

00386624 COMCAST CONNECTION SERVICES 141.69

00936225 RAY MORGAN COMPANY COPIER USAGE 10.63

**Telephone System**

00386497 AT AND T MCI PHONE 535.59

00386498 AT AND T MCI PHONE 2,124.40

**Office Equipment Replacement**

00936204 COMPUTERLAND COMPUTER EQUIPMENT 4,218.31

00936218 DELL COMPUTER CORP COMPUTER EQUIPMENT 23,415.66

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

00386687 RETIREE MEDICAL AFTER RETIREMENT 1,397.98

00386688 RETIREE MEDICAL AFTER RETIREMENT 762.82

00386691 RETIREE MEDICAL AFTER RETIREMENT 1,108.78

00386694 RETIREE MEDICAL AFTER RETIREMENT 1,090.58

00386700 RETIREE MEDICAL AFTER RETIREMENT 2,112.93

00386701 RETIREE MEDICAL AFTER RETIREMENT 968.92

00386703 RETIREE MEDICAL AFTER RETIREMENT 629.49

00386704 RETIREE MEDICAL AFTER RETIREMENT 1,321.13

00386710 RETIREE MEDICAL AFTER RETIREMENT 860.04

00386711 RETIREE MEDICAL AFTER RETIREMENT 860.04

00386712 RETIREE MEDICAL AFTER RETIREMENT 17.69

00936230 RETIREE MEDICAL AFTER RETIREMENT 539.86

Prepared by: Lauren Posada

Finance Accounting

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00936231	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936235	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00936237	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936238	RETIREE	MEDICAL AFTER RETIREMENT	1,433.99
00936242	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936243	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00936250	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936255	RETIREE	MEDICAL AFTER RETIREMENT	1,000.95
00936257	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00936260	RETIREE	MEDICAL AFTER RETIREMENT	563.78
00936262	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936275	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00936276	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98
00936281	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936282	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00936283	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936296	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00936299	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00936300	RETIREE	MEDICAL AFTER RETIREMENT	1,378.92
00936301	RETIREE	MEDICAL AFTER RETIREMENT	275.71
00936302	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936311	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936312	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936315	RETIREE	MEDICAL AFTER RETIREMENT	131.98
00936326	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00936327	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00936338	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936339	RETIREE	MEDICAL AFTER RETIREMENT	584.82
00936341	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00936343	RETIREE	MEDICAL AFTER RETIREMENT	1,013.74
00936346	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00936355	RETIREE	MEDICAL AFTER RETIREMENT	566.53
00936357	RETIREE	MEDICAL AFTER RETIREMENT	1,420.72
00936366	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936368	RETIREE	MEDICAL AFTER RETIREMENT	768.49
00936373	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00936374	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936378	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00936389	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00936390	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00936393	RETIREE	MEDICAL AFTER RETIREMENT	629.49
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
	<b>Non Departmental</b>		
00386686	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00386689	RETIREE	MEDICAL AFTER RETIREMENT	363.34
00386692	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00386695	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00386697	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00386707	RETIREE	MEDICAL AFTER RETIREMENT	97.69

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00386709	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00936232	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00936233	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00936236	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936241	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936246	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936248	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936251	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936252	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936253	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936256	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936263	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936267	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936268	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936271	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936274	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936278	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936279	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936280	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936287	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00936288	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936289	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936290	RETIREE	MEDICAL AFTER RETIREMENT	126.13
00936295	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936298	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936306	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936310	RETIREE	MEDICAL AFTER RETIREMENT	103.69
00936314	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936317	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936319	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936320	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936323	RETIREE	MEDICAL AFTER RETIREMENT	293.07
00936325	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936332	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936333	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936334	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936337	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936340	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936345	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936349	RETIREE	MEDICAL AFTER RETIREMENT	97.67
00936354	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936356	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936361	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936371	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936376	RETIREE	MEDICAL AFTER RETIREMENT	79.02
00936377	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936379	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936381	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936388	RETIREE	MEDICAL AFTER RETIREMENT	334.38

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Finance Accounting

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00936391	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936392	RETIREE	MEDICAL AFTER RETIREMENT	570.38
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
	<b>Non Departmental</b>		
00386690	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00386693	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00386696	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00386698	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00386699	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00386702	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00386705	RETIREE	MEDICAL AFTER RETIREMENT	437.37
00386706	RETIREE	MEDICAL AFTER RETIREMENT	735.38
00386708	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936234	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936239	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936240	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936244	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936245	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936247	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00936249	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936254	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936258	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936259	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936261	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00936264	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00936265	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00936266	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00936269	RETIREE	MEDICAL AFTER RETIREMENT	515.08
00936270	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936272	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00936273	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936277	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00936284	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936285	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936286	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936291	RETIREE	MEDICAL AFTER RETIREMENT	336.40
00936292	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936293	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936294	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936303	RETIREE	MEDICAL AFTER RETIREMENT	346.39
00936304	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00936305	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936307	RETIREE	MEDICAL AFTER RETIREMENT	700.38
00936308	RETIREE	MEDICAL AFTER RETIREMENT	223.62
00936309	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936313	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00936316	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936318	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936321	RETIREE	MEDICAL AFTER RETIREMENT	50.71

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00936322	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936324	RETIREE	MEDICAL AFTER RETIREMENT	1,151.48
00936328	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00936329	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936330	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936331	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936335	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936336	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936342	RETIREE	MEDICAL AFTER RETIREMENT	607.47
00936344	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936347	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936348	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936350	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936351	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00936352	RETIREE	MEDICAL AFTER RETIREMENT	874.40
00936353	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936358	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936359	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936360	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936362	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00936363	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00936364	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936365	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936367	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00936369	RETIREE	MEDICAL AFTER RETIREMENT	239.58
00936370	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936372	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936375	RETIREE	MEDICAL AFTER RETIREMENT	436.90
00936380	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936382	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936383	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936384	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936385	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936386	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936387	RETIREE	MEDICAL AFTER RETIREMENT	1,706.12
<b>611</b>	<b>Water Fund</b>		
	<b>Non Departmental</b>		
00386492	AMERICAN TEXTILE AND SUPPLY	SUPPLIES	508.01
00386546	IDN WILCO	SUPPLIES	451.05
00386571	OFFICE DEPOT INC	OFFICE SUPPLIES	1,972.96
00386605	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	3,939.00
00386606	ANTIOCH ACE HARDWARE	SUPPLIES	14.32
00386607	ANTIOCH AUTO PARTS	SUPPLIES	64.57
00386651	LOWES COMPANIES INC	SUPPLIES	145.43
00936221	HAMMONS SUPPLY COMPANY	SUPPLIES	676.26
	<b>Water Supervision</b>		
00386569	NEXTEL SPRINT	CELL PHONE	173.64
00386638	FELIX, MICHAEL	CHECK REPLACEMENT	108.90

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00386495	ARAMARK UNIFORM SERVICES	SUPPLIES	108.12
00386497	AT AND T MCI	PHONE	132.12
00386498	AT AND T MCI	PHONE	1,116.40
00386511	BORGES AND MAHONEY	EQUIPMENT	2,334.47
00386513	CITY OF BRENTWOOD	GROUNDWATER SERVICES	1,348.88
00386532	ENVIRONMENTAL RESOURCE ASSOC	CERTIFICATION SAMPLES	1,026.38
00386533	EXPONENT INC	PROFESSIONAL SERVICES	510.00
00386537	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	13,283.98
00386541	GUALCO GROUP INC, THE	GOVERNMENT RELATION SERVICES	4,000.00
00386542	HACH CO	LAB SUPPLIES	596.40
00386544	HOUSE, KEVIN SHAW	EXPENSE REIMBURSEMENT	176.53
00386546	IDN WILCO	SUPPLIES	915.64
00386569	NEXTEL SPRINT	CELL PHONE	77.94
00386577	RICE LAKE WEIGHING SYSTEMS INC	BUSINESS EXPENSE	5.00
00386598	UNIVAR SOLUTIONS USA INC	CHEMICALS	3,304.97
00386599	US BANK	COPIER SERVICE	260.96
00386613	BAY AREA AIR QUALITY MANAGEMENT	ANNUAL PERMIT RENEWAL	362.00
00386630	CONTRA COSTA WATER DISTRICT	RAW WATER	684,590.63
00386640	G3 ENGINEERING INC	EQUIPMENT	4,441.14
00386645	IDN WILCO	SUPPLIES	835.10
00386651	LOWES COMPANIES INC	SUPPLIES	355.35
00386676	SOUTHWEST VALVE LLC	VALVE PARTS	10,422.40
00386683	USA BLUEBOOK	SUPPLIES	88.18
00936208	KARSTE CONSULTING INC	CONSULTING SERVICES	975.00
00936219	EUROFINS EATON ANALYTICAL INC	TESTING	95.00

## **Water Distribution**

00386493	ANTIOCH ACE HARDWARE	SUPPLIES	6.87
00386494	ANTIOCH AUTO PARTS	AUTO PARTS	88.75
00386498	AT AND T MCI	PHONE	21.38
00386501	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	309.07
00386508	BIG B LUMBER	SUPPLIES	284.90
00386524	CRYSTAL CLEAR LOGOS INC	LOGO SHIRTS	100.03
00386530	EH WACHS	SUPPLIES	854.91
00386562	MT DIABLO LANDSCAPE CENTERS	CONCRETE	191.35
00386566	NCBPA	TRAINING	3,540.00
00386569	NEXTEL SPRINT	CELL PHONE	571.31
00386571	OFFICE DEPOT INC	OFFICE SUPPLIES	351.41
00386576	REYES, ADRIAN EDGARDO	LICENSE RENEWAL REIMBURSEMENT	48.00
00386591	SYAR INDUSTRIES INC	ASPHALT	1,967.98
00386600	USA BLUEBOOK	VALVE SETTER	155.44
00386618	C AND J FAVALORA TRUCKING INC	RECYCLING PROJECT	2,020.00
00386635	DELTA DIABLO	RECYCLED WATER	7,896.16
00386647	INTEGRITY BUSINESS SOLUTIONS	PRINTING SERVICES	395.68
00386651	LOWES COMPANIES INC	SUPPLIES	104.69
00386661	PACIFIC CREDIT SERVICES	COLLECTION AGENCY FEES	120.60
00386670	ROBERTS, ARLENE T K	EXPENSE REIMBURSEMENT	35.90
00386671	RT LAWRENCE CORP	LOCKBOX PROCESSING	499.22
00936202	BADGER METER INC	METER PARTS	61,600.39

Prepared by: Lauren Posada

Finance Accounting

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# ANTIOCH CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 14 - FEBRUARY 27, 2020  
FUND/CHECK#

00936207	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	171.06
00936223	INFOSEND INC	POSTAGE COSTS	1,229.94
00936225	RAY MORGAN COMPANY	COPIER USAGE	380.76
<b>Public Buildings &amp; Facilities</b>			
00386512	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	31,143.68
<b>612</b>	<b>Water System Improvement Fund</b>		
<b>Water Systems</b>			
00386614	BAY AREA NEWS GROUP	LEGAL PUBLICATIONS	448.20
<b>621</b>	<b>Sewer Fund</b>		
<b>Swr-Wastewater Administration</b>			
00386498	AT AND T MCI	PHONE	46.71
00386524	CRYSTAL CLEAR LOGOS INC	LOGO SHIRTS	100.03
00386525	DELTA DIABLO	HHW PROGRAM	19,693.40
00386551	JACK DOHENY SUPPLIES INC	PARTS	1,362.09
00386569	NEXTEL SPRINT	CELL PHONE	167.10
00386571	OFFICE DEPOT INC	OFFICE SUPPLIES	164.41
00386591	SYAR INDUSTRIES INC	ASPHALT	1,967.99
00386618	C AND J FAVALORA TRUCKING INC	RECYCLING PROJECT	2,020.00
00386647	INTEGRITY BUSINESS SOLUTIONS	PRINTING SERVICES	395.68
00386651	LOWES COMPANIES INC	SUPPLIES	270.73
00386670	ROBERTS, ARLENE T K	EXPENSE REIMBURSEMENT	35.90
00386671	RT LAWRENCE CORP	LOCKBOX PROCESSING	499.23
00936207	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	171.06
00936223	INFOSEND INC	POSTAGE COSTS	1,229.93
00936225	RAY MORGAN COMPANY	COPIER USAGE	492.76
00936226	RED WING SHOE STORE	SAFETY SHOES - D HUGHES	300.00
00936227	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	5,000.00
<b>631</b>	<b>Marina Fund</b>		
<b>Marina Administration</b>			
00386501	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	15.04
00386569	NEXTEL SPRINT	CELL PHONE	57.88
00386571	OFFICE DEPOT INC	OFFICE SUPPLIES	83.46
00386575	RECREATION PUBLICATIONS	ADVERTISING SERVICES	2,250.00
00386608	ANTIOCH HERALD	ADVERTISEMENTS	212.50
00386651	LOWES COMPANIES INC	SUPPLIES	89.24
00386667	RECREATION PUBLICATIONS	ADVERTISEMENTS	534.50
00936225	RAY MORGAN COMPANY	COPIER USAGE	18.73
<b>721</b>	<b>Employee Benefits Fund</b>		
<b>Non Departmental</b>			
00386609	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00386620	CITY SPORTS CLUB	PAYROLL DEDUCTIONS	27.98
00386627	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00386636	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	212.00
00386646	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	656.99
00386649	LINA	PAYROLL DEDUCTIONS	3,798.20
00386655	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,232.00
00386659	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,900.00
00386663	PARS	PAYROLL DEDUCTIONS	4,474.86
00386665	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99

Prepared by: Lauren Posada

Finance Accounting

3/5/2020

# ANTIOCH CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
FEBRUARY 14 - FEBRUARY 27, 2020  
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00386677	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	940.50
00386679	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00936213	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	770.00
00936214	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL DEDUCTIONS	21,753.07
00936215	APWEA	PAYROLL DEDUCTIONS	4,277.97
00936224	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	40,662.53
00936229	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,684.81



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

**SUBMITTED BY:** Zoe Merideth, Associate Planner *ZM*

**APPROVED BY:** Forrest Ebbs, Community Development Director *FE*

**SUBJECT:** Accessory Dwelling Unit Ordinance – Z-19-07 – Second Reading

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt an ordinance repealing and replacing section 9-3805 of the Antioch Municipal Code regulating Accessory Dwelling Units (ADUs).

**DISCUSSION**

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the February 25, 2020 City Council meeting. At that meeting, City Council adopted a motion making minor textual changes to remove the maximum size requirements of the building permit only ADUs in section 9-3805(D)(1). These changes have been incorporated into the ordinance. This second reading will finalize the adoption of the ordinance.

**ATTACHMENT**

A. Ordinance Regulating Accessory Dwelling Units

# ATTACHMENT "A"

## ORDINANCE NO.-\*\*

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND REPLACING SECTION 9-5.3805 OF THE CITY OF ANTIOCH MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (Z-19-07)

**WHEREAS**, the City of Antioch, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California;

**WHEREAS**, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs");

**WHEREAS**, in 2019, the California Legislature approved, and the Governor signed into law a number of bills ("New ADU Laws") that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs;

**WHEREAS**, the New ADU Laws took effect January 1, 2020, and if the City's ADU ordinance did not comply with the New ADU Laws, the City's ordinance became null and void on that date as a matter of law;

**WHEREAS**, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22;

**WHEREAS**, failure to comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 renders the City's ordinance regulating ADUs and JADUs null and void, thereby limiting the City to the application of the few default standards provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs;

**WHEREAS**, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety;

**WHEREAS**, The Planning Commission conducted a duly noticed public hearing on February 5, 2020 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted;

**WHEREAS**, The City Council held a duly noticed public hearing on February 25, 2020 at which time all interested persons were allowed to address the Council regarding adoption of this ordinance;



**WHEREAS**, the City Council has reviewed and considered the public testimony and agenda reports prepared in connection with this ordinance, including the policy considerations discussed therein, and the consideration and recommendation by the City’s Planning Commission;

**WHEREAS**, Pursuant to Public Resources Code Section 21080.17, the adoption of an ordinance to implement the provisions of Government Code Section 65852.1 and Section 65852.2 is exempt from the California Environmental Quality Act (CEQA).

**NOW, THEREFORE**, the City Council of the City of Antioch does ordain as follows:

**SECTION 1. Findings.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**SECTION 2.** Section 9-5.3805 of the Antioch Municipal Code is hereby amended and restated as provided in Exhibit “A”, attached hereto and incorporated herein by reference.

**SECTION 3. CEQA.** Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State’s ADU law.

**SECTION 4. Publication; Effective Date.** This Ordinance shall take effect and be enforced 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.

**SECTION 5. Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

\* \* \* \* \*

**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 25th day of February, 2020 and passed and adopted at a regular meeting thereof, held on the 10th day of March, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**

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**Arne Simonsen, CMC**  
**City Clerk of the City of Antioch**

## EXHIBIT A

### § 9-5.3805 ACCESSORY DWELLING UNITS.

- (A) **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- (B) **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
- (1) Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.
  - (2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
  - (3) Considered in the application of any local ordinance, policy, or program to limit residential growth.
  - (4) Required to correct a nonconforming zoning condition, as defined in subsection (C)(7) below.
- (C) **Definitions.** As used in this section, terms are defined as follows:
- (1) "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
    - (a) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
    - (b) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
  - (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
  - (3) "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
  - (4) "Efficiency kitchen" means a kitchen that includes each of the following:
    - (a) A cooking facility with appliances.
    - (b) A food preparation counter or counters that total at least 15 square feet in area.

- (c) Food storage cabinets that total at least 30 square feet of shelf space.
  - (5) “Junior accessory dwelling unit” or “JADU” means a residential unit that
    - (a) is no more than 500 square feet in size,
    - (b) is contained entirely within an existing or proposed single-family structure,
    - (c) includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and
    - (d) includes an efficiency kitchen, as defined in subsection (C)(4) above
  - (6) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
  - (7) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
  - (8) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
  - (9) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
  - (10) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
  - (11) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
- (D) **Approvals.** The following approvals apply to ADUs and JADUs under this section:
- (1) **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection (E) below, it is allowed with only a building permit in the following scenarios:
    - (a) **Converted on Single-family Lot:** Only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
      - 1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150

additional square feet if the expansion is limited to accommodating ingress and egress.

2. Has exterior access that is independent of that for the single-family dwelling.
3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

(b) **Small Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (D)(1)(a) above), if the detached ADU satisfies the following limitations:

1. The side- and rear-yard setbacks are at least four-feet.
2. The total floor area is 800 square feet or smaller.
3. The maximum height above grade is 16 feet.

(c) **Converted on Multifamily Lot:** Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units may each have a converted ADU under this paragraph. The ADU shall satisfy the following limitation:

(d) **Detached on Multifamily Lot:** No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:

1. The side- and rear-yard setbacks are at least four-feet.
2. The maximum height above grade is 16 feet.

(2) **ADU Permit.**

(a) Except as allowed under subsection (1) above, no ADU, including a new-construction, detached ADU over 800 square feet, may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (E) and (F) below.

(b) The ADU permit processing fee is determined by the Community Development Director and approved by the City Council by resolution.

(3) **Process and Timing.**

- (a) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- (b) The City must act on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application, unless either:
  - 1. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
  - 2. In the case of an ADU or JADU and the application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

(E) **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections (D)(1) or (D)(2) above:

(1) **Zoning.**

- (a) An ADU or JADU subject only to a building permit under subsection (D)(1) above may be created on a lot in a residential or mixed-use zone.
- (b) An ADU or JADU subject to an ADU permit under subsection (D)(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

(2) **Fire Sprinklers.** Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

(3) **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days.

(4) **No Separate Conveyance.** An ADU or JADU may be rented, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

(5) **Owner Occupancy.**

- (a) All ADUs created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the ADU was created.

- (b) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
  - (c) All ADUs that are created on or after January 1, 2025 are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
  - (d) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
- (6) **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Community Development Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
- (a) The ADU or JADU may not be sold separately from the primary dwelling.
  - (b) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
  - (c) The deed restriction runs with the land and may be enforced against future property owners.
  - (d) JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
  - (e) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component

of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

- (f) The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.
- (7) **Parking.** No parking is required for an ADU or JADU unless an ADU permit is required under subsection (D)(2) above and the ADU requires parking as described in subsection (F)(6) below.
- (F) **Specific ADU Requirements for ADU Permits.** The following requirements apply only to ADUs that require an ADU permit under subsection (D)(2) above.
  - (1) **Maximum Size.**
    - (a) The maximum size of a detached or attached ADU subject to this subsection (F) is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.
    - (b) An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
    - (c) Application of other development standards in this subsection (F), such as lot coverage, might further limit the size of the ADU, but no application of lot coverage may require the ADU to be less than 800 square feet.
  - (2) **Lot Coverage.** No ADU subject to this subsection (F) may cause the total lot coverage of the lot to exceed 60 percent, subject to subsection (F)(1)(c) above.
  - (3) **Setbacks.**

The ADU must be at least four feet from rear and side property lines, at least 30 feet from the front property line, and at least 20 feet from a street-facing property line, if different from the front property line.
  - (4) **Height.** No ADU subject to this subsection (F) may exceed 16 feet in height above grade.
  - (5) **Passageway.** No passageway, as defined by subsection (C)(8) above, is required for an ADU.



(6) **Parking.**

- (a) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (C)(11) above.
- (b) Exceptions. No parking under subsection (F)(6)(a) is required in the following situations:
  - 1. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (C)(10) above.
  - 2. The ADU is located within an architecturally and historically significant historic district.
  - 3. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (D)(1)(a) above.
  - 4. When on-street parking permits are required but not offered to the occupant of the ADU.
  - 5. When there is an established car share vehicle stop located within one block of the ADU.
- (c) No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- (d) Each unenclosed parking space shall be at least eight and a half feet wide and 18 feet long.
- (e) Each parking space that is provided in an enclosed garage shall be at least 10 feet wide and 20 feet long and have at least seven and a half feet vertical clearance.

(7) **Architectural Requirements.**

- (a) The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
- (b) The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- (c) Fencing, landscaping, or privacy glass in the windows shall be used to provide screening between the ADU and an adjoining residential property.

(G) **Fees.** The following requirements apply to all ADUs and JADUs that are approved under subsections (D)(1) or (D)(2) above.

(1) **Impact Fees.**

- (a) No impact fee is required for an ADU or JADU that is less than 750 square feet in size.
- (b) Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.

(2) **Utility Fees.**

- (a) Converted ADUs and JADUs on a single-family lot, created under subsection (D)(1)(a) above, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADU or JADU is constructed with a new single-family home.

(H) **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections (A) through (G)(2) of this section may be allowed by the City with a conditional use permit, in accordance with the other provisions of this title.

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

**SUBMITTED BY:** Kwame P. Reed, Economic Development Director *KPR*

**APPROVED BY:** Ron Bernal, City Manager

**SUBJECT:** Receive and File the Report from Orange22 on the 2019-2020 Marketing Plan as of January 31, 2020

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**RECOMMENDED ACTION**

It is recommended that the City Council receive and file the report from Orange22 on the 2019-2020 Marketing Plan as of January 31, 2020.

**FISCAL IMPACT**

The action of receiving an update on the Marketing Plan does not have a fiscal impact.

**DISCUSSION**

At the September 10, 2019, City Council meeting, the City Council authorized the City Manager to enter into an agreement with Orange22 for Phase 2 of the Media Purchase Program and accepted the Media Strategy and Planning for the 2019-2020 fiscal year.

The media purchase campaign started October 28<sup>th</sup>, 2019 and will run through June 30, 2020. Due to the nature of purchasing media placement throughout the year, the campaign was split into two ‘flights’. The first flight consisted of purchases between October 28<sup>th</sup> and the end of November. In order to utilize the available funding most effectively, purchasing media placement during the expensive holiday season was avoided.

As of January 31, 2020, the campaign consisted of the following:

- Media purchased through 5 different types: Display, SEM (Search Engine Marketing), Outdoor, Radio, and Print
- Total funds spent is \$91,154 (33% of budget)
- Business targeting is at 55% of the spend
- Lifestyle targeting is at 45% of the spend
- The “Open for Business” ad group has created the longer duration of visits than the “Lifestyle” group

- Radio spots were purchased across 12 Bay Area radio stations, including KNBR and KGO

For more details please see both Report 1 and Report 2.

**ATTACHMENTS**

- A. Campaign 2 - Report 1
- B. Campaign 2 – Report 2



# Report #1 : Campaign 2:

City Of Antioch – Oct. 28th – Nov. 30th, 2019

Prepared for: Kwame Reed, December 10, 2019

## OVERVIEW

The City of Antioch (COA) launched phase 2 of a multi-media ad campaign on October 28, 2019. This phase was: **a)** more focused on Business targets than the last program, being designed to highlight the key benefits to businesses wanting to expand or develop utilizing Antioch's key benefits and including some minimal cannabis exposure, **b)** also continued to aim toward reaching Consumer Lifestyle targets, with a goal to deliver on brand messaging reinforcing last year's campaign that Antioch is a place full of opportunity.

### Top campaign metrics:

- **Media:** 4 Major different media types ran (Digital (*incl. SEM*), Outdoor, Radio (*incl. Digital*), Print)
- **Spent:** \$82,499 (30% of budget is now spent)
- **Impressions:** 12,925,829
- **Clicks:** 11,926
- **CPM:** \$6.38 (low considering multi-media mix)
- **CPC:** \$3.88 (low considered higher emphasis on business vs lifestyle targets)
- **CTR%:** .23%. (4x industry average)
- **9.7k New Users** @ average 3 pages each and :29 Seconds time spent on site (Spotify Radio banner clickers spent the most time at :54 each, LinkedIn users read the most pages at 3.6 pages)
- **8% converted** to 1+ Minutes spent on the site (Facebook had the highest % of converters (15%).
- **Business targets received:** 60% of all exposure
- **Lifestyle targets received:** 40% of all exposure
- **Top Programmatic Whitelist sites:** [sfgate.com](http://sfgate.com), [washingtonpost.com](http://washingtonpost.com), [forbes.com](http://forbes.com),
  - **Nearly 13 million total impressions delivered, in 4 weeks.** Since the informal "Quick & Dirty" (Q&D) report two weeks ago, 9M more impressions have delivered. Total program Impressions delivered to date were split up by media as follows:
    - **Digital:** 5M
    - **Outdoor** (BART + Antioch billboard): 4M
    - **Radio:** 3.6M
    - **Local Print:** 25k
- **Just under 12,000 clicks were delivered for digital media, resulting in a .23% CTR.** While this is down compared to our final June report of .30%, it's typical with the re-launch of a campaign. The good news is that the .23% CTR is 25% higher than the Q&D report a few weeks ago of .19%, and impressions have increased significantly. This

## Antioch Report #1

is due to early optimizations (sizes, placements, keywords, etc). The click rate is still about 4x the industry average.

- **Overall CPC is \$3.88, and improved by about \$.10 from the Q&D report.** It is still about 25% higher than the last campaign, but the weighting has reversed from more business than lifestyle/consumer — which are higher media costs, thus making the CPC to be higher. It's still about 3x more efficient than industry average.
- **The overall campaign CPM for all media is very low at \$6.38** — which is lower than last year's 2019 overall CPM.
- **Google Analytics indicates that 9.7k New Users were generated to the site.** That's 3x the amount our last campaign drew in the first month, with only 30% more spend. Over half of new users came from Programmatic, with a large number of those from business targets (Live Intent newsletters, banners).
- **Google Analytics also indicates that we continue to have a strong results with our bounce rate. Overall session length is 29 seconds, very similar to our final campaign time earlier this year.** The average session length is a little low, however not a surprise given it's the second run of the campaign, and because most links on the site take the user to other sites in the Antioch portfolio. For those people who clicked links that landed them on the [antioch.gov](http://antioch.gov) site, their site visit there was much longer at . 51 seconds.
- **Our first Arrivals counts are in.** Our "Placed Attribution tracking tool" shows that 26,180 people came into Antioch that saw our ads. Arrivals highlights are covered under Programmatic Observations on the next few pages.

## CONSUMER RESULTS BREAKOUT

- Total Impressions = 5,135,911
- Total Digital Impressions = 937,079
- Clicks = 5,527
- CTR = 0.58%
- CPC = \$1.70
- Spend = \$28,094.80 TOTAL
- Spend = \$9,444.80 (Digital)
- Spend = \$18,650 (Outdoor + Print)
- Overall budget percentage = 40%

## BUSINESS RESULTS BREAKOUT

- Total Impressions = 7,789,918
- Total Digital Impressions = 4,141,118
- Clicks = 8,244
- CTR = 0.19%
- CPC = \$4.47
- Spend = \$54,404.51 TOTAL
- Spend = \$36,855 (Digital)
- Spend = \$17,550 (Radio)
- Overall budget percentage = 60%

## SEM OBSERVATIONS

1. **Paid Search continues to have very high CTRs**, showing that there is a strong match between what a user is searching and the ad copy we have in place.
2. **Business-oriented Keywords have a lower CTR** but a much higher conversion rate than Lifestyle KWs, with nearly 10% of Business clicks ending up as a 1+ Minute Session on the website.
3. **We expect the pace of Conversions to pick up** in future months, as the strongest KWs gain SOV and the weak KWs are paused.

## DIGITAL MEDIA OBSERVATIONS

- **Consumer ads (.58%) performed generally better than Business ads (.19%)** — this is largely due to the Consumer Social ads on Facebook that did very well at .92% CTR. However the Business CTR is still above industry average. The best performing tactics based on CTR were:
  - Programmatic Retargeting –4.21%
  - Google SEM - 3.32%
  - Storytelling Native - .76%
- **As for CPC, the campaign is doing very well at \$3.88**, with these most efficient channels performing below the campaign average:
  - Programmatic Retargeting – \$.12 CPC (this is super low)!
  - Consumer Social (Facebook) – \$1.63 CPC
  - Storytelling / Native - \$2.71 CPC
- **The most click volume was generated from Programmatic Business** – generating 4,509 clicks. Other high traffic drivers were Facebook (2,062 clicks) and then Storytelling/Native (1,463). The key driver with the Storytelling/Native was the SFGate email that promoted the story studio — which generated 1,360 clicks from one email.

## PROGRAMMATIC OBSERVATIONS

### Programmatic Campaign Summary

- Impressions = 4,436,421
- Clicks = 7,643
- CTR = 0.17%
- Spend = \$26,991.72
- eCPC = \$3.53
- Geo-Fence Arrivals = 25,766
- Cost per Arrival = \$0.79 (note – we are only able to utilize Placed for tracking arrivals on MediaMath and LiveIntent so CPA is based on those media costs)

## Programmatic Insights (including Facebook).

- **CTR is very high**, with site visitor retargeting as a top performer. Retargeting volume is limited because we only ran three Consumer Ad Sizes (320x50, 300x250, 160x600), and have recently added Business ads for December moving forward
- **D&B Custom Audiences with MediaMath display had a great 1.30% CTR**; volume is small because that did not launch until 11/18
- **Pacing looks to be ahead for most placements**, because we are 15% through the campaign flight; however, we've paused all but retargeting from 11/21-1/31 (to avoid holiday traffic decreases), so delivery was front-loaded
- **Top publishing sites were as follows:**
  - [sfgate.com](http://sfgate.com), [washingtonpost.com](http://washingtonpost.com), [forbes.com](http://forbes.com), [businessinsider.com](http://businessinsider.com), [pandora.com](http://pandora.com), [insider.com](http://insider.com), [huffpost.com](http://huffpost.com), [sfchronicle.com](http://sfchronicle.com), [cnn.com](http://cnn.com), [foxnews.com](http://foxnews.com)
- **Facebook ads performance:**
  - Facebook had the highest % conversion to users who spent 1+ minute time on site (14%).
  - Top ads - Everywhere (2.36% CTR), Grows (2.13% CTR), Inspires (2.05% CTR)
  - Worst performing are Launches (0.26% CTR) and GroovesHere (0.30% CTR) which are now paused

### Placed Report Highlights

- Age 18-24 and 35-44, male, college educated, single, with no children, and affluent salary \$50K+ are the groups most likely to be targeted by the campaign
- Ads are most likely to be served during the work week, with Monday and Tuesday having the highest impression indices and during the work day 9AM-3PM
- Audiences from this campaign are most likely to visit: Jamba Juice, In-N-Out, Jack in the Box, Nordstrom, Trader Joes and Safeway

## LOCAL MEDIA OBSERVATIONS

### DIGITAL + PRINT

1. **Antioch Herald does not report on clicks**, so we pulled the Google Analytics data to see how much direct traffic came from there. Even though the click rate is quite low an .03% — the site is likely more effective as brand awareness, rather than generating high amounts of traffic.
2. **A ½ page horizontal print ad ran in the Antioch Herald and the Contra Costa Herald.** The digital ad will reinforce the City of Antioch to the subscribers of the papers.
3. **A large top banner ad began in December** — and we will watch to see if traffic increases due to that new ad.

### OUTDOOR

1. **The first of two flights of transit outdoor radio ran from October 28 – November 28.** The next flights will run March 1 – April 30.



## Antioch Report #1

2. **We received 200 interior car cards for 4 weeks**, resulting in 966,616 impressions for a spend of \$18,200.
3. **The free local Antioch Billboard continues to run** with approx. 290k impressions per week. We can switch out new creative at any time.

## RADIO

1. **We ran both digital and terrestrial radio flights with some interesting results.**
2. **We got 6% more spots (28)** than we paid with the traffic reads (bought 498 spots, got 527) across 12 bay area local stations, including KNBR and KGO.
3. **Although we cannot directly track traffic reads to impact, we can make some assumption that when our radio aired our “direct traffic” increased by double** (thats when someone enters the URL directly without coming from a digital ad or link).
4. **We bought Spotify and Pandora digital radio as part of our programmatic buy.** For those who opened and listened to our :30 audio ads, they did so with near 100% completion! Spotify far outperformed Pandora, thus we optimized to Spotify only. Within programmatic, CTR on our radio banner ads was 2nd only to our Dun & Bradstreet Custom Audiences (MediaMath) at .17%. Spotify also had the highest time on site of **ANY** of our paid media, beating even SEM at .54 seconds.

## RECOMMENDATIONS/NEXT STEPS

- **Increase Social:**
  - **Increase exposure in Facebook and re-include SnapChat.** Given it was a top performer, we recommend optimizing the Programmatic Budget by increasing site traffic through shifting lesser performing programmatic budget items to Facebook re-including Snapchat. Snapchat, now that it's been adjusted to prevent double counting, will no longer skew our Google analytics results.
- **Site retargeting:**
  - **Added business ads to the retargeting creative.** Given how strong the consumer ads performed for retargeting, we also added Business ads to Site Retargeting for December and those will run moving forward until the end of the campaign.
  - **Recommend getting additional Consumer ads sizes** to increase volume for Site Retargeting – since only 3 sizes are currently running. Needed sizes are: 300x600, 970x250, 728x90 and 970x90
- **Other creative considerations:**
  - **Refresh creative and add more digital media sizes**, due to high volume of impressions that will be served for the next few months. Separate email to come on this with specific sizes requested.
  - **For the next SFGate StoryStudio article, consider running a Lifestyle ad** — as it has performed well in the past, and the current story is for Business. Readers are not

#### Antioch Report #1

spending any time on the site after they arrive (although interestingly, those who did arrive, managed to pack over 3 pages of reading into their short average :13 session. They could have been searching for business information.

- **Radio**
  - **Move all digital radio inventory from Pandora to Spotify**

#### APPENDIX: DETAILED SUMMARY & Screenshots

Click here for detailed workbook and all screenshots:

<https://orange22.box.com/s/tnl27hh48rqf3brufhqka8rrdn14o8jj>



# Report #2: City Of Antioch

October 30 – January 31, 2020

Prepared for: Kwame Reed, February 28, 2020

## OVERVIEW

This is the second full report for the City of Antioch (COA), which launched phase 2 of a multi-media ad campaign on October 28th, 2019. It is planned to run through June 2020. To most efficiently use the \$275k budget over the nine month campaign, the program was split into two “Flights”. The **first Flight** ran through the end of November, 2019 and the program was then scaled back during December and January to prepare for a heavier Spring Flight. Ad Spend since our last report is fairly low at \$8,600, with 5.4 million additional impressions exposed, but even so we were still able to improve results!

Standouts for this report are **SFGate’s Story Studio, Google SEM, LinkedIn and Programmatic Retargeting**. Because those areas performed so well, it improved all the overall campaign efficiencies – CPM, CTR, and CPC. Next month’s report through February will reflect a higher spend level as we turned more tactics back on. Below are top-line results followed by details by metric and channel/tactic.

### Top campaign metrics (campaign launch through 1/31/20):

- **Timing:** 13 weeks running since 10/28 launch
- **Media:** 5 major different media types have run: Display, SEM, Outdoor, Radio and Print
- **Grand Total Spent to date:** \$91,154.31
- **Impressions exposed:** 18,415,995
  - **Digital:** 7.45M
  - **Outdoor** (BART + Antioch billboard): 7.2M
  - **Radio:** 3.6M
  - **Local Print:** 50k
- **Clicks Generated:** 22,953
- **CPM:** \$4.95
- **CPC:** \$2.32 (digital media)
- **CTR%:** .31% (digital media)
- **14k New Users have been tracked in Google Analytics**, averaging 3 pages each and :27 Seconds time spent on site (very similar to last report). Google searchers spent the most time at 1:18 each and LinkedIn users read the most pages at 3.3 pages each.
- **7% converted** to 1+ Minutes spent on the site (Google had the highest % of converters (37%).
- **Business targets received:** 55% of all exposure
- **Lifestyle targets received:** 45% of all exposure

## **Metric Detail:**

- **22,953 clicks were delivered for digital media, resulting in a .31% CTR.** This is lower than the last report of .23%, and just slightly better than the final June report of .30%. It is also about 2x better than the first report.
- **Overall CPC for digital media is \$2.32, and improved significantly from last report – a reduction of \$1.56.** This is very good, considering we are running more business than lifestyle/consumer — which are higher media costs, thus making the CPC to generally be higher. This is likely due to SFGate and SEM.
- **The overall campaign CPM (all media) reduced by 25% from the last report, at \$4.95 vs. \$6.88—** and is also lower than last year's 2019 overall CPM.
- **Google Analytics indicates that 14k New Users overall have been directed to the site.** That's 2x the amount our last campaign drew in the same timeframe. Over half of new users came from Programmatic, with a large number of those from business targets (Live Intent newsletters, banners).
- **Google Analytics also indicates that we continue to have a strong results with our bounce rate. Overall session length is 27 seconds, very similar to our final campaign time last year.** The average session length is a little low, however not a surprise given it's the second run of the campaign, and because most links on the site take the user to other sites in the Antioch portfolio. For those people who clicked links that landed them on the [antioch.gov](http://antioch.gov) site, their site visit there was much longer at .54 seconds.
- Arrivals counts remain the same as our last report. Our "Placed" attribution tracking tool shows that approx 26k people came into Antioch that saw our ads.

## **CONSUMER RESULTS BREAKOUT**

- Total Impressions = 8,394,418
- Total Digital Impressions = 1,077,502
- Clicks = 4,734
- CTR = 0.44% (Digital)
- CPC = \$2.48 (Digital)
- Spend = \$30,835.11 (TOTAL)
- Spend = \$11,735 (Digital)
- Spend = \$119,100 (Outdoor + Print)
- Overall budget percentage = 46%

## **BUSINESS RESULTS BREAKOUT**

- Total Impressions = 10,965,716
- Total Digital Impressions = 6,372,777
- Clicks = 17,749
- CTR = 0.27%
- CPC = \$2.34 (Digital)
- Spend = \$60,250.35 TOTAL
- Spend = \$41,542.60 (Digital)
- Spend = \$18,707.75 (Radio)
- Overall budget percentage = 54%

## OBSERVATIONS BY CHANNEL/TACTIC

### SEM OBSERVATIONS

**SEM Lifestyle/Consumer had the highest CTR of any channel category – at 3.22%.** SEM Business was the best performing tactic for CTR at 4.93%, and Consumer averaged 2.17%. Also, the overall CPC for SEM decreased by \$.32 from the last report.

1. Click and Conversion volume in January mostly came from “**Open for Business**” ad group, which also has an avg. session duration on the site that is nearly twice that of Lifestyle.
2. Keywords emphasizing “**starting a business**” and “**office space for rent in**” brought in users with the highest session durations; cannabis-related keywords have not performed as well.
3. We are testing new keywords based on successes seen in the Search Terms (i.e. real-world search phrases) report.

### DIGITAL MEDIA OBSERVATIONS

- **Consumer ads (.44%) performed better than Business ads (.27%)** — this is largely due to the Consumer Social ads on Facebook that did very well at .89% CTR. However the Business CTR is 4x better than the industry average of .05%. The best performing tactics based on CTR were:
  - Programmatic Retargeting –3.02%
  - Google SEM – 4.93%
- **As for CPC, the campaign is doing very well at \$3.83**, with these most efficient channels performing below the campaign average:
  - Programmatic Business Retargeting – \$.15 CPC
  - Programmatic Consumer Retargeting – \$.17 CPC
  - Business Dun & Bradstreet Custom Audiences - \$.33 CPC
  - SF Gate Story Studio/ Native story - \$.55 (reduced from \$2.71 last report!)
  - SF Gate Story Studio / email - \$1.10
  - Consumer Social (Facebook) – \$1.83 CPC
- **The most click volume was generated from SFGate’s StoryStudio** – generating 9,059 engagements. Other high traffic drivers were Programmatic Business (4,522 clicks) and LinkedIn (3,376 clicks).
- **SFGate’s StoryStudio** performed very well in many categories:
  - Average time spent of 2:43 per reader on the story page, with the average being : 56
  - Average scroll depth of 62%, with the average at 46%
  - Served 28% more impressions than the contracted amount and saw 39% more engagement with the story
  - Engagement Insights: 65% female; 96% desktops; 91% were 35+ years and above
- **LinkedIn** performed strong, with optimizations bringing down the CPC by 40% from \$7 to just under \$4

## Antioch Report #1

- Average CTR for LinkedIn was 2x better than the average at .26%
- Performed better than the site average for time spent – average user spent 37 seconds on site (vs. 28 seconds overall)
- 15% of LinkedIn users who arrived at the site, spent more than 1 minutes – double site average of 7.5%
- Both ad treatments performed similarly in terms of CTR and engagement; ads earned 195 social actions: 60 reactions, 5 shares, 3 comments, 75 follows of the LI page.
- People who reacted included: CEOs, Owners, Managers, etc. Full list available upon request.

## PROGRAMMATIC OBSERVATIONS

### Programmatic Campaign Summary

- Impressions = 4,537,536
- Clicks = 8,931
- CTR = 0.20%
- Spend = \$28,197.53
- CPC = \$3.16
- Geo-Fence Arrivals = 25,766
- Cost per Arrival = \$0.79 (note – we are only able to utilize Placed for tracking arrivals on MediaMath and LiveIntent so CPA is based on those media costs)

### Programmatic Insights (including Facebook)

- **Only Retargeting and Facebook were running since the last report**, because we were dark during the holidays to avoid traffic slow-downs
- **CTR is very high at 4x industry average**, with site visitor retargeting as a top performer. Business Retargeting was added as a new tactic from last report, and is the 2<sup>nd</sup> highest tactic for the entire campaign – 3.41%.
- **Facebook's CTR of .82%** is about 30% better than industry average. Performance is little below last month, likely due to the holidays and reduced traffic during that time.
- **Facebook ads performance:**
  - Facebook had the highest raw number of people who spent 1+ minute time on site (221 or 20% of everyone who spent 1+ Minute).
  - Top ads - Everywhere (2.36% CTR), Grows (2.13% CTR), Inspires (2.05% CTR)
  - Worst performing are Launches (0.26% CTR) and GroovesHere (0.30% CTR) which are now paused

## LOCAL MEDIA OBSERVATIONS

### DIGITAL + PRINT

1. **Antioch Herald does not report on clicks**, so Google Analytics data gave us arrival data from Antiochherald.com and ContraConsta.com. The click rate doubled from last report – to .06%, slightly above industry standard for display ads. This is likely due to the large top banner ad that ran in December and January – and was specific to the holidays and the New Year.

#### Antioch Report #1

2. **Antiochherald.com visitor results in a high time on site – 1:06.** This is over 5x the site average.
3. **The second ½ page horizontal print ad ran in the Antioch Herald and the Contra Costa Herald in January.** The digital ads reinforce the City of Antioch to the subscribers of the papers.

#### OUTDOOR

1. **The free local Antioch Billboard continues to run** with approx. totaling **6.3M impressions** to date. We can switch out new creative at any time.
2. We were dark with BART during December – February. The next flights for BART are will run March 1 – April 30.

#### RADIO

1. We were dark with transit radio from December – February. Next flights will be from March 9 – April 10
2. We were dark with Spotify and Pandora digital radio during December and January.

#### RECOMMENDATIONS/NEXT STEPS

- **Increase Social:**
  - **Increase exposure in social (via Programmatic)** due to high CTR's and low CPC's
- **Site retargeting:**
  - **Continue to extend success from Retargeting by getting additional ads sizes for both Business and Consumer.** Additional sizes needed are: 300x600, 970x250, 728x90 and 970x90
- **Creative/Content:**
  - **Refresh creative and add more digital media sizes,** due to high volume of impressions that will be served for the next few months. Separate email to come on this with specific sizes requested.
  - **Submit second article for SFGate's Story Studio** — David K's team is planning to write the second article. We would like to get it live asap, since results were excellent from the first story.
  - **Add new creative for LinkedIn** – although still above LinkedIn's average – it is lower than last year's CTR

#### APPENDIX: DETAILED SUMMARY & SCREENSHOTS

Click here for detailed workbook and campaign screenshots:

<https://orange22.box.com/s/tnl27hh48rqf3brufhqka8rrdn14o8jj>

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

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

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

**SUBJECT:** Resolution Establishing the Rate per Equivalent Runoff Unit for Fiscal Year 2020-21 and Requesting the Contra Costa County Flood Control and Water Conservation District to Adopt an Annual Parcel Assessment for Drainage Maintenance and the National Pollution Discharge Elimination System Program

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution establishing a rate of twenty-five dollars (\$25) per equivalent runoff unit ("ERU") for fiscal year ("FY") 2020-21. That rate will generate the funds used to maintain stormwater quality as mandated by the Clean Water Act.

**FISCAL IMPACTS**

The adoption of the NPDES rate of \$25 per ERU will generate approximately \$1,200,000. The City of Antioch will receive approximately \$850,000 of that revenue to provide services and administer the NPDES program as mandated by the Clean Water Act. The remaining \$350,000 reflects the City's share of County Clean Water Program costs. Such costs are allocated over all participating agencies on a population basis.

**DISCUSSION**

At its March 9, 1993 meeting, the City Council adopted Resolution 93/49 authorizing the establishment of an annual parcel assessment for drainage maintenance and the National Pollution Discharge Elimination System ("NPDES") program. That action set the fee for fiscal year 1993-94 at \$20 per ERU per year and established a maximum rate of \$25 per ERU per year. At its April 12, 1994 meeting, the Council concurred with budget revisions proposed by staff and reduced that fee for fiscal year 1994-95 to \$17 per ERU per year. By subsequent actions, City Council set the rate for fiscal years 1995-96 through 2001-02 at \$17 per ERU per year.

At the April 9, 2002 Council meeting, in preparation for permit revisions and increased costs by the State Water Resources Control Board, staff presented alternatives to raising



the ERU from \$17 to the maximum of \$25 over a 3-year period to meet projected increased costs. Staff recommended raising the ERU to \$21 in 2002-03 and proposed increasing the fee per ERU to \$23 in 2003-04 and \$25 in 2004-05. Council approved those increases respectively. The City is required by May 1<sup>st</sup> to determine the cost to be assigned to the ERU for the forthcoming fiscal year. The resolution submitted with this report meets that condition.

With the many uncertainties of future regulations and the cost to implement and administer these mandates, it is difficult to provide completely accurate projections. However, based on the City's current NPDES permit requirements and financial data and estimates for revenue and expenditures to meet those provisions, a revised zero fund balance could be realized by the end of FY 2022-2023.

Any rate above the maximum of \$25 requires a Proposition 218 vote. According to the Central Valley Regional Water Quality Control Board ("CVRWQCB"), the City's stormwater program is currently operating at an acceptable level.

## **ATTACHMENTS**

### **A. Resolution**

**ATTACHMENT "A"**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR  
2020-21 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL  
ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION  
DISCHARGE ELIMINATION SYSTEM PROGRAM**

**WHEREAS**, under the Federal Clean Water Act, prescribed discharges of stormwater require a permit from the appropriate California Regional Water Quality Control Board under the National Pollutant Discharge Elimination System ("NPDES") program;

**WHEREAS**, the City of Antioch (City) did apply for, and did receive, a NPDES permit which requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering stormwaters;

**WHEREAS**, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) for implementation of the NPDES program and drainage maintenance activities;

**WHEREAS**, at the request of the City, the Contra Costa County Flood Control and Water Conservation District ("District") has completed the process for formation of a SUA, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

**WHEREAS**, the SUA and Program Group Costs Payment agreement between City and District requires the City, by May 1<sup>st</sup>, determine the rate to be assessed to a single Equivalent Runoff Unit ("ERU") for the forthcoming fiscal year.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Antioch does determine that the rate to be assigned to a single ERU for FY 2020-21 shall be set at twenty-five dollars (\$25.00).

**BE IT FUTHER RESOLVED**, that the City Council does hereby request the District to adopt SUA levies based on said amount.

\* \* \* \* \*

**ATTACHMENT "A"**

**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 10<sup>th</sup> day of March, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

**SUBMITTED BY:** Michelle Walker, Administrative Analyst I *MW*

**APPROVED BY:** Balwinder Grewal, Interim City Engineer *BG*

**SUBJECT:** Resolution approving Amendment No.1 to the Streets Cooperative Agreement between the cities of Antioch and Brentwood and authorizing the City Manager or designee to execute the Agreement

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a Resolution:

- Approving Amendment No.1 to the Streets Cooperative Agreement between the City of Antioch and the City of Brentwood including easement deeds and administrative documents as may be necessary ("Agreement"), to carry-out the agreement and
- Authorizing the City Manager, or designee, to execute the Agreement.

**FISCAL IMPACT**

Future routine roadway maintenance will be funded by the General Fund. The landscape maintenance will be funded through various existing and future Street Lighting and Landscape Maintenance Districts. The amended agreement will provide cost sharing for roadway maintenance between Antioch and Brentwood.

**DISCUSSION**

On October 9, 2001, by Resolution No. 2001/123 City Council approved the Streets Cooperative Agreement between the City of Antioch and the City of Brentwood. Then the City of Antioch accepted the deeded maintenance easement from the City of Brentwood for portions of Lone Tree Way and Heidorn Ranch Road.

Various streets abut both the city limits of Antioch and Brentwood. Pursuant to terms of the existing Streets Cooperative Agreement ("Agreement"), the City of Antioch maintains these shared roadways and median landscaping, and periodically bills the City of Brentwood for one half of the cost of median landscaping.

Since execution of the Agreement, additional streets and improvements that abut both cities' limits have been constructed. At this time the Agreement is being amended to include the following:

- Additional areas of Heidorn Ranch Road and Empire Avenue
- Proportional cost share of roadway maintenance
- Traffic signal cost share on a traffic benefit basis

Maintenance of the improvements is to be to the satisfaction of both cities. Payment is to be made annually to the City of Antioch for the maintenance activities.

**ATTACHMENTS**

- A. Resolution
- B. Amendment No.1 Streets Cooperative Agreement
- C. Streets Cooperative Agreement

RESOLUTION NO. 2020/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AMENDMENT NO.1 TO THE STREETS COOPERATIVE AGREEMENT  
BETWEEN THE CITY OF ANTIOCH AND THE CITY OF BRENTWOOD AND  
AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE  
AGREEMENT**

**WHEREAS**, various streets abut both the city limits of Brentwood and Antioch;

**WHEREAS**, on October 9, 2001, by Resolution No. 2001/123, the City Council approved the Streets Cooperative Agreement between the City of Antioch and the City of Brentwood, and the City of Antioch accepted the deeded maintenance easement from the City of Brentwood for portions of Lone Tree Way and Heidorn Ranch Road; and

**WHEREAS**, since execution of the Agreement, additional streets and improvements that abut both cities' limits have been constructed.

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

1. Approve Amendment No.1 to the Streets Cooperative Agreement between the City of Antioch and the City of Brentwood;
2. Authorize the City Manager or designee to execute Amendment No.1, to the Streets Cooperative Agreement between the City of Antioch and the City of Brentwood in a form approved by the City Attorney; and
3. Authorize the City Manager or designee to execute easement deeds and administrative documents, in a form approved by the City Attorney, as may be necessary to effectuate the Agreement.

\* \* \* \* \*

**RESOLUTION NO. 2020/\*\***

March 10, 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 10<sup>th</sup> day of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## AMENDMENT NO.1

STREETS COOPERATIVE AGREEMENT  
Cities of Antioch and Brentwood

Effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_, the City of Brentwood ("Brentwood") and the City of Antioch ("Antioch"), collectively "Cities", enter into this Amendment No. 1 to the "Streets Cooperative Agreement" dated the 9<sup>th</sup> day of October, 2001 ("Agreement") by and between Cities.

## RECITALS

- A. Various streets about the city limits of Brentwood and Antioch and Cities wish to provide for appropriate maintenance responsibilities and funding; and
- B. Additional streets have been constructed and improved since initial execution of Agreement and Cities wish to incorporate those streets.

**NOW, THEREFORE**, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Section 1 of the Agreement is amended to include the right-of-way acquisition, widening and improvements for the east side of Empire Avenue, in the same manner as Lone Tree Way and Heidorn Ranch Road, as currently identified in the Agreement.
2. Section 3 of the Agreement is deleted in its entirety and replaced to read as follows:

"Brentwood shall pay Antioch annually for one-half of the cost of maintaining the landscaped medians that are contiguous to the Cities on the subject streets. Brentwood shall also pay Antioch for the cost of roadway maintenance including but not limited to; pavement, curb, gutter, streetlights and drainage based upon the proportional amount of pavement of the subject streets within Brentwood city limits, including the area within maintenance easements conveyed to Antioch. The Antioch City Engineer shall endeavor to notify the Brentwood City Engineer of the estimated cost by April 1 of each year, and Brentwood shall pay such cost to Antioch by no later than August 15 of each year, unless the City Managers of the Cities make other timing arrangements. The estimated cost so provided will include a "true-up" of surplus or deficiency from prior year funding. Landscape and pavement maintenance shall be to the satisfaction of the Cities".

3. Section 4 of the Agreement is deleted in its entirety and replaced to read as follows:

"Traffic signal operation and maintenance costs shall be shared by Cities on a traffic benefit basis, as determined by the Antioch City Engineer and Brentwood City Engineer. Cities shall reimburse each other annually for the costs that may be incurred by either city and payments shall be estimated and paid in the same manner as described above in Section #3."

4. All other provisions of the Agreement shall remain unchanged and in full force and effect.



CITY OF ANTIOCH:

By: \_\_\_\_\_  
Rowland E. Bernal, Jr.,  
City Manager

ATTEST:

By: \_\_\_\_\_  
Arne Simonsen, CMC  
City Clerk

APPROVED AS TO FORM:

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

CITY OF BRENTWOOD:

By: \_\_\_\_\_  
Tim Y Ogden,  
City Manager

ATTEST:

By: \_\_\_\_\_  
Margaret Wimberly  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Damien Brower,  
Brentwood City Attorney

**ATTACHMENT "C"**

**STREETS COOPERATIVE AGREEMENT  
Cities of Antioch and Brentwood  
Lone Tree Way/Heidorn Ranch Road**

THIS AGREEMENT is entered into this 9<sup>th</sup> day of October, 2001 by and between the Cities of Antioch and Brentwood.

***Recitals***

A. The two cities are contemplating development of property at the borders of the two jurisdictions and are contemplating widening and improvements to Lone Tree Way and Heidorn Ranch Road.

B. The two streets will abut the city limits of the two cities, and they wish to provide for appropriate maintenance responsibilities and funding, all as provided in this Agreement.

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

1. BRENTWOOD will obtain from others the right-of-way needed for widening and improvement of Lone Tree Way and Heidorn Ranch Road (unless otherwise specified, "the streets"). Upon obtaining such right-of-way, BRENTWOOD shall grant and convey to ANTIOCH an easement to the back of curb in the streets for the purpose of street, and utility purposes and to 5' behind all traffic signal equipment, hardware, and loops for signal controller maintenance. In the case of Lone Tree Way, this grant of easement shall be on the south side of the street, and on the east side of Heidorn Ranch Road.

2. ANTIOCH shall maintain the subject streets and street improvements which are located both within its jurisdiction and within the easements from BRENTWOOD. ANTIOCH shall also assume responsibility for police services to the entirety of the streets, subject to possible future protocol agreements between the chiefs of police of the two cities.

3. BRENTWOOD shall pay ANTIOCH annually for one-half of the cost of maintaining the landscaped medians that are contiguous to the cities on the subject streets. The Antioch city engineer shall endeavor to notify the Brentwood city engineer of the estimated cost by April 1 of each year, and BRENTWOOD shall pay such cost to ANTIOCH by not later than August 15 of each year, unless the city managers of the two cities make other timing arrangements. The estimated cost so provided will include a "true-up" of surplus or deficiency from prior year funding. Landscaping and maintenance of the medians shall be to the satisfaction of both Cities.

4. BRENTWOOD shall pay ANTIOCH annually for one-half of the cost of signal maintenance for the signals that serve and benefit both cities, and shall pay to ANTIOCH one hundred (100%) percent of the cost of signal maintenance for the first two signals on Heidorn Ranch Road south of Lone Tree Way. These signals are deemed not to benefit Antioch since they are serving only the proposed Arcadia Development. Payments shall be estimated and paid in the same manner described above in Paragraph #3.

5. It is understood by the parties that the initial construction of the street improvements and installation of the median landscaping is the responsibility of parties other than the two cities. BRENTWOOD shall submit the design of the street improvements to the Antioch city engineer for a determination that the design(s) meet all City of Antioch standard requirements, including any design exemptions considered and approved by the Antioch City Council.

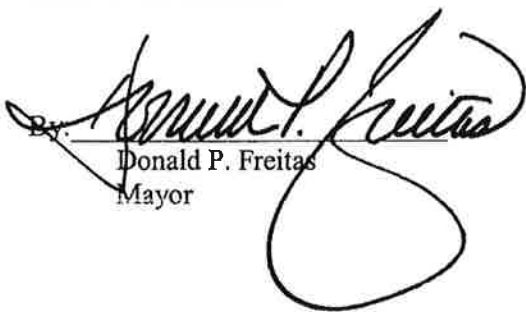
6. Subject to the review and approval of the Antioch city engineer, ANTIOCH hereby grants to BRENTWOOD an encroachment permit for the purpose of installing utilities in the streets, whether that be in the easement area or the area of the streets located within the Antioch city limits. The Brentwood city engineer shall disclose to the Antioch city engineer the location, size and function of the utilities; the Antioch city engineer may request revisions as in his judgment are prudent from the perspective of good engineering practice. BRENTWOOD shall pay inspection fees for any such encroachment for inspection services provided to ensure the integrity of the roadway.

7. In the event of any dispute among the parties regarding any matter specified herein, the dispute shall be submitted to the two city managers for mediation. In the event that the two city managers are unable to resolve the dispute, it shall be submitted to a mediator or arbitrator of their mutual choosing; if none is able to be chosen, then the matter will be submitted to the Judicial Arbitration and Mediation Service ("JAMS"). In the event of any such outside mediation or arbitration, the costs thereof shall be equally borne by the parties, who shall be responsible for their own costs and fees, i.e. no award for "prevailing party" fees or costs.

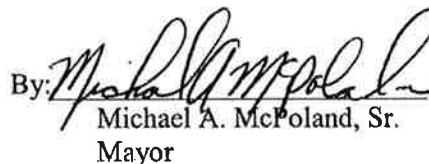
8. ANTIOCH shall hold BRENTWOOD harmless for any claim, suit, cause of action or judgment arising from the public's use of the completed streets, medians and signals, including attorneys fees and costs. BRENTWOOD shall hold ANTIOCH harmless for any claim, suit, cause of action or judgment arising from the installation or use of the utilities subject to the encroachment permit. Except those Lone Tree Way improvements installed by another public entity, BRENTWOOD shall also cause the party or parties installing the street, median and signal improvements requested or contracted by BRENTWOOD to hold ANTIOCH harmless for any claim, suit, or cause of action arising from the construction or installation of such facilities.

IN WITNESS WHEREOF, this Agreement is executed by the City of Antioch, acting by and through its Mayor, pursuant to Resolution No. 2001/123 authorizing such execution, and by the City of Brentwood, acting by and through its Mayor, pursuant to Resolution No. 2430 authorizing such execution. 1-8-02


CITY OF ANTIOCH:

By:   
Donald P. Freitas  
Mayor

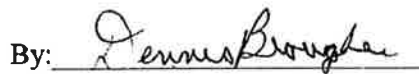
CITY OF BRENTWOOD:

By:   
Michael A. McPoland, Sr.  
Mayor

APPROVED AS TO FORM:

By:   
William R. Galstan  
Antioch City Attorney

APPROVED AS TO FORM:

By:   
Dennis C. Beougher  
Brentwood City Attorney

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

**SUBMITTED BY:** Vicky Lau, Junior Engineer VL

**APPROVED BY:** Balwinder Grewal, Interim City Engineer BG

**SUBJECT:** Resolution Accepting Completed Improvements and the Release of Bonds for Heidorn Village (In-Tract), Heidorn Ranch Road, and Prewett Ranch Drive (Meritage Homes) Tract No. 9385, P.W. 695

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to accept the completed improvements and the release of bonds for Heidorn Village (in-tract), Heidorn Ranch Road, and Prewett Ranch Drive.

**FISCAL IMPACT**

Upon satisfactory completion of the one-year warranty period, the City accepts responsibility for maintenance of the subdivision improvements.

**DISCUSSION**

On January 16, 2016, City Council adopted Resolution 2016/06 containing conditions of approval for the subdivision Heidorn Village (PW 695) to construct improvements for Heidorn Village (in-tract), Heidorn Ranch Road, and Prewett Ranch Drive. On May 22, 2018, City Council approved Resolution 2018/58, entering into a Subdivision Improvement Agreement with the subdivision ensuring the construction of improvements.

On January 22, 2020, Public Works Inspectors inspected and approved the completion of punch-list items for improvements and signed off the notice of completion (Attachment B). Warranty Period for improvements shall begin upon the date of recordation of improvement acceptance.

**ATTACHMENTS**

- A. Resolution
- B. Notice of Completion from Inspectors

**ATTACHMENT "A"**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR  
HEIDORN VILLAGE (IN-TRACT), HEIDORN RANCH ROAD, AND PREWETT RANCH  
DRIVE (MERITAGE HOMES) TRACT NO. 9385  
P.W. 695**

**WHEREAS**, on May 22, 2018 the City Council approved Resolution 2018/58 entering into a Subdivision Improvement Agreement with Heidorn Village (Meritage Homes) P.W. 695;

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

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

**WHEREAS**, improvements consisting of paving, curb, gutter, storm drain facilities, sanitary sewer, water mains, traffic signal and landscaping have been constructed and dedicated for public use; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager or designee to accept improvements and approve the release of bonds under the Subdivision Improvement Agreement with Heidorn Village (Meritage Homes) P.W. 695; and

**BE IT FURTHER RESOLVED** that the accepted improvements shall be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period.

\* \* \* \* \*

**RESOLUTION NO. 2020/\*\***

March 10, 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 10<sup>th</sup> day of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**ATTACHMENT "B"**

Recorded at the request  
of and for the benefit  
of the City of Antioch

When recorded, return to  
City of Antioch Public Works Department  
Engineering Division  
Attn: Vicky Lau, Junior Engineer  
P.O. Box 5007  
Antioch, CA 94531-5007

**NOTICE OF COMPLETION**

**FOR  
HEIDORN VILLAGE (IN-TRACT), HEIDORN RANCH ROAD,  
AND PREWETT RANCH DRIVE IMPROVEMENTS FOR  
HEIDORN VILLAGE SUBDIVISION (MERITAGE HOMES, INC)  
IN THE CITY OF ANTIOCH  
(PW 695)**

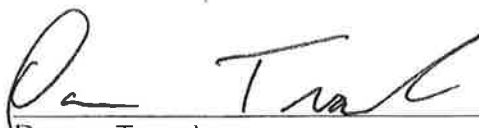
**NOTICE IS HEREBY GIVEN** that the work and improvements hereinafter  
described was completed on January 22, 2020.

The surety for said project is International Fidelity Insurance Company.

The subject project consisted of all public improvements consisting of paving, curb,  
gutter, storm drain facilities, sewer mains, water mains, and landscaping have been  
installed and completed in the subdivision by the developer to the satisfaction of the City  
Engineer.

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

2/18/2020  
Date

  
\_\_\_\_\_  
Darren Travels  
Public Works Inspector



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

**REVIEWED BY:** Scott Buenting, Project Manager *SB*

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

**SUBJECT:** Pavement Surface Treatments (P.W. 328-12)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to authorize an amendment increasing the FY19/20 Capital Improvement Budget for the Pavement Surface Treatments ("Project") in the amount of \$850,000 from the Gas Tax Fund and \$850,000 from the Measure J Fund for a total budget amendment of \$1,700,000.

**FISCAL IMPACT**

The current available funding for pavement surface treatments such as chip seals and micro-surfacing includes \$1,170,000 in Measure J Funds and a \$350,000 CalRecycle Grant. Approval of this resolution will increase available funding of this project by \$850,000 from the Gas Tax Fund and \$850,000 from the Measure J Fund for a total available fund balance of \$3,220,000.

**DISCUSSION**

Over the last few years, various types of pavement rehabilitation activities, including pavement plugs and asphalt concrete leveling courses, have been performed throughout the City on residential streets. In an effort to complete the roadwork in these areas, Staff is requesting this budget amendment to allow the final surface treatment to be placed over 104 streets (Attachment 'B'), totaling approximately 445,000 square yards of roadway. The work will consist predominately of installing a rubberized chip seal overlain by an application of micro-surfacing over the full width of the streets. Additional work to be performed includes street surface preparation, removal and replacement of pavement markings and markers and traffic control. Approving this resolution will provide additional funding needed to construct the proposed project and fund the construction contract, engineering, inspection, testing and contract administration of the work.

**ATTACHMENTS**

- A: Resolution
- B: List of Streets

ATTACHMENT "A"

RESOLUTION NO. 2020/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING AN AMENDMENT INCREASING THE FY19/20 CAPITAL  
IMPROVEMENT BUDGET IN THE AMOUNT OF \$850,000 FROM GAS TAX FUNDS  
AND \$850,000 FROM MEASURE J FUNDS FOR A TOTAL BUDGET AMENDMENT  
OF \$1,700,000 FOR PAVEMENT SURFACE TREATMENTS  
P.W. 328-12**

**WHEREAS**, pavement rehabilitation activities need to be completed in the City of Antioch ("City") consisting predominately of installing a rubberized chip seal overlain by an application of micro-surfacing over the full width of certain City streets;

**WHEREAS**, additional work needs to be performed including street surface preparation, removal and replacement of pavement markings and markers and traffic control;

**WHEREAS**, an amendment increasing the capital improvement budget could provide additional funding needed to carry-out the proposed project and to fund the construction contract, engineering, inspection, testing and contract administration of the work;

**WHEREAS**, the City Council has considered an amendment increasing the FY19/20 Capital Improvement Budget for the Pavement Surface Treatments ("Project") in the amount of \$850,000 from the Gas Tax Fund; and

**WHEREAS**, the City Council has considered an amendment increasing the FY19/20 Capital Improvement Budget for the "Project" in the amount of \$850,000 from Measure J Funds.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves amending the FY19/20 Capital Improvement Budget in the amount of \$850,000 from Gas Tax Funds and \$850,000 from Measure J Funds for a total budget amendment of \$1,700,000 for the "Project".

\* \* \* \* \*

AI

**RESOLUTION NO. 2020/\*\***

March 10, 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 10<sup>th</sup> day of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

## ATTACHMENT "B"

AREA	LINE	MAIN ROAD	FROM	TO	CAPE SEAL	MICRO SURFACE
<b>AREA 1</b>						
1	1	Jefferson Wy	Gentrytown	Washington	X	
1	2	Washington Wy	Gentrytown	Jefferson	X	
1	3	Garfield Pl	Washington	End	X	
1	4	Baker Ct			X	
1	5	Johnson Dr	Gentrytown	Carte	X	
1	6	Carter Wy	Hayes	Harding	X	
1	7	Hayes Wy	Carter	Johnson	X	
1	8	Reagan Ct			X	
1	9	Ford Ct			X	
1	10	Van Buren Dr			X	
1	11	Van Buren Ct			X	
1	12	Harding Wy			X	
<b>AREA 2</b>						
2	1	Redwood Dr	Gentrytown	Sequoia	X	
2	2	Sequoia Dr	Gentrytown	End	X	
2	3	Madrone St	Redwood	Redwood	X	
2	4	Pine St	Redwood	Persimmon	X	
2	5	Persimmon St	Redwood	Pine	X	
2	6	Ash St	Redwood	Hemlock	X	
2	7	Hemlock St	Redwood	Ash	X	
2	8	Muir Ct			X	
2	9	Oak Ct			X	
2	10	Cypress St	Redwood	Sequoia	X	
2	11	Pecan St	Cypress	Cedar	X	
2	12	Cedar St & Cedar Ct	Redwood	End	X	
2	13	N Apple Ct			X	
2	14	S Apple Ct			X	
2	15	Cherry St	Pear	Iron @ Cherry St & Pear Ct	X	
2	16	Pear St	Cherry	Cherry	X	
2	17	Melon Ct			X	
<b>AREA 3</b>						
3	1	Acorn Rd	Longview	G	X	
3	2	Milner Rd	Acorn	G	X	
<b>AREA 4</b>						
4	1	Fairside Way	Vista Grande	Heidorn	X	
4	2	Primrose Ct			X	
4	3	Morningvale Ct			X	
4	4	Pembroke Ct			X	
4	5	Sandrose Ct			X	
<b>AREA 5</b>						
5	1	W 11th St	L St	G St		X
5	2	Klengel St	11th St	14th St		X
5	3	Cook St	11th St	14th St		X
5	4	Macaulay St	14th St	Cook St		X
5	5	Medanos St	11th St	14th St		X
5	6	Diamond St	10th St	11th St		X
5	7	Leggett St	14th St	Medanos St		X
5	8	W 12th St	G St	End of Road		X
5	9	W 13th St	G St	End of Road		X
5	10	W 14th St	G St	L St		X

B1



5	11	H St	10th St	11th St		X
<b>AREA 6</b>						
6	1	Clearbrook Rd	Lone Tree	Camby		X
6	2	Shasta Ct				X
6	3	Nanimo Ct				X
6	4	View Dr	Camby	Terranova		X
6	5	Charisse Ct				X
6	6	Langley Ct				X
6	7	Camby Rd	G Street	Clayburn		X
6	8	Clayburn Rd	Lone Tree	Clearbrook		X
6	9	Echo Circle				X
6	10	Kalama Rd	Longview	Camby		X
<b>AREA 7</b>						
7		G Street	Longview Rd	James Donlon Blvd		X
7	4	G Street	W 10th St	Railroad overpass south of 18th St		X
7		Mac Ct				X
7		Dewitt Ct				X
<b>AREA 8</b>						
8	2	Crow Ct				X
8		Verne Roberts Cir	Costco	Antioch/Pittsburg HWY		X
8		Auto Center Dr	Mahogany Dr	Railroad Tracks North of Sycamore		X
8		Deer Valley Rd	Mammoth Way	City Limit		X
8		Devpar Ct				X
8	6	Sunset Dr	Cavallo Rd	Hillcrest Ave		X
<b>AREA 9</b>						
9	1	E. 19th Street	A Street	Evergreen Street		X
9	2	Acacia Street	E. 19th Street	Belshaw Street		X
9	3	Birch Street	E. 19th Street	Belshaw Street		X
9	4	Chestnut Street	E. 19th Street	Belshaw Street		X
9	5	Deodar Street	E. 19th Street	Belshaw Street		X
9	6	Evergreen Avenue	E. 19th Street	Belshaw Street		X
9	7	Belshaw Street	A Street	Evergreen Street		X
<b>AREA 10</b>						
10	1	E. Madill Street	A Street	Sunset Drive		X
10	2	Beasley Avenue	Sunset Drive	E. Madill Street		X
10	3	Bryan Avenue	A Street	Beasley Avenue		X
10	4	Diablo Avenue	Sunset Drive	E. Madill Street		X
10	5	McGinley Avenue	Bryan Avenue	E. Madill Street		X
10	6	Coventry Court	E. Madill Street			X
10	7	E. Madill Court	E. Madill Street			X
<b>AREA 11</b>						
11	1	W. Madill Street	A Street	G Street		X
11	2	Rossi Avenue	A Street	D Street		X
11	3	Texas Street	A Street	G Street		X
11	4	Lindberg Street	Lawton Street	Drake Street		X
11	5	Norton Way	W. Madill Street			X
11	6	Russell Drive	W. Madill Street	Russel Drive		X
11	7	Lawrence Avenue	Russel Drive			X
11	8	Gem Ln.	Texas Street	Drake Street		X
11	9	F Street	Texas Street	Drake Street		X
11	10	Lawton Street	Russel Drive	Lindberg Street		X
11	11	Newbury Avenue	G Street	Russel Drive		X
<b>AREA 12</b>						
12	1	Cataline Avenue	Hawthorne Avenue	W. Madill Street		X
12	2	Brisdale Place	Cataline Avenue			X

B2

12	3	Stillwell Circle	Cataline Avenue		X	
12	4	Hawthorne Avenue	Cataline Avenue		X	
12	5	Campbell Avenue	William Reed Drive	W. Madill Street	X	
12	6	Creed Avenue	William Reed Drive	W. Madill Street	X	
12	7	John Gildi Avenue	William Reed Drive	W. Madill Street	X	
12	8	Newbury Avenue	G Street	Creed Avenue	X	
12	9	W. Madill St. & Cour	G Street	Creed Avenue	X	
12	10	William Reed Drive	L Street	W. Madill Street	X	
<b>AREA 13</b>						
13	1	D Street	Putnam Street	W. Tregallas Road	X	
13	2	Dolores Street	W. Tregallas Road	San Joaquin Avenue	X	
13	3	El Rey Street	W. Tregallas Road	Putnam Street	X	
13	4	Alcala Street	Putnam Street	W. Tregallas Road	X	
13	5	San Joaquin Avenue	El Rey Street	W. Tregallas Road	X	
13	6	Faria Street	El Rey Street	Alcala Street	X	
13	7	Elizabeth Lane	Putnam Street	Elizabeth Court	X	
13	8	Elizabeth Court	Elizabeth Lane		X	
13	9	Capistrano St	San Joaquin Avenue	W. Tregallas Road	X	
13	10	Bautista St	San Joaquin Avenue	W. Tregallas Road	X	
<b>AREA 14</b>						
14	1	L Street	Marina	W 4th Street	X	
14	2	W 4th Street	L Street	W 10th Street	X	
14	3	W 6th Street	L Street	O Street	X	
14	4	M Street	W 4th Street	W 6th Street	X	
14	5	O Street	W 4th Street	W 10th Street	X	
<b>AREA 15</b>						
15	1	Boat Launch	Fulton Ship Yard		X	

B3


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

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

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

**SUBJECT:** Solids Handling Equipment Bid Award

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- Approving the agreement with Karl Needham Enterprises, Inc to provide solids handling equipment rental and maintenance services for the period of July 1, 2020 through June 30, 2025 for an amount not to exceed \$375,000 per fiscal year and
- Authorizing the City Manager to execute the Agreement.

**FISCAL IMPACT**

Funding for this expenditure is included in the adopted fiscal year 2019-21 budget in the Water Treatment Plant budget.

**DISCUSSION**

This service contract provides for a centrifuge rental with a 60,000-gal elevated tank, poly-mixer feed pump and any other necessary operation items the City may need to operate the rental equipment. In the normal course of the water treatment process, a residual liquid is generated that must be contained or discharged. The rental equipment successfully separates the solids and allows the resulting water to be recycled back to the treatment plant, thus eliminating the need to discharge offsite. The solids are then hauled to an authorized landfill by the contractor. The Public Works Department published the Solids Handling Equipment request for bids on February 4, 2020; the bid closed on February 25, 2020. Bids were solicited and Karl Needham Enterprises, Inc. was the lowest, responsive and responsible bidder.

**ATTACHMENTS**

- A. Resolution
- B. Bid Tabulation

**ATTACHMENT "A"**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE AWARD OF SOLIDS HANDLING EQUIPMENT CONTRACT TO  
KARL NEEDHAM ENTERPRISES, INC.**

**WHEREAS**, the City of Antioch Public Works Department requested formal bid responses for solids handling equipment and maintenance services on February 4, 2020;

**WHEREAS**, the bid closed on February 25, 2020 and Karl Needham Enterprises, Inc. was the lowest responsible and responsive bidder with pricing details explained in the bid tabulation; and

**WHEREAS**, \$375,000 has been budgeted each year for necessary work.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves an agreement with Karl Needham Enterprises, Inc. to provide solids handling equipment and maintenance services in the amount not to exceed \$375,000 per fiscal year.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute the Agreement in a form to be 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 10<sup>th</sup> day of March 2020, by the following vote:

**AYES:**

**ABSENT:**

**ABSTAIN:**

**NOES:**

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



ATTACHMENT "B"



SOLIDS HANDLING EQUIPMENT BID NO. 720-0225-20A  
 BID CLOSED: FEBRUARY 25TH 2020  
 BID TABULATION

<b>Karl Needham Enterprises</b>	<b>Contract Grand Total \$375,000 Per Fiscal Year</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Equipment Rental</b> (per month)	<u>\$17,500.00</u>	<u>\$17,500.00</u>	<u>\$18,500.00</u>	<u>\$18,500.00</u>	<u>\$18,500.00</u>
<b>Total</b>	<u>\$90,500.00</u>				
<b>Hauling Fee</b> (per ton)	<u>\$60.60</u>	<u>\$62.42</u>	<u>\$64.29</u>	<u>\$66.22</u>	<u>\$68.21</u>
<b>Total</b>	<u>\$321.74</u>				


**No Bids:** Clean Harbors Industrial Services  
 Kinetic Energy Systems


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

**APPROVED BY:** Ron Bernal, City Manager 

**SUBJECT:** Resolution Approving and Authorizing the City Manager to execute Amendment No. 1 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors

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**RECOMMENDED ACTION**

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

- 1) Approve Amendment No. 1 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors, which extends the term of the contract for 6-months to September 15, 2020 and increases the contract value by \$48,000 for a total contract amount not to exceed \$96,000.
- 2) Authorize the City Manager to execute Amendment No. 1 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors for a total contract amount not to exceed \$96,000.

**FISCAL IMPACT**

Voler Strategic Advisors cost is \$8,000 per month. This does not include the cost for any media advertising buying and printing.

**DISCUSSION**

At the June 25, 2019 City Council Meeting, the City Council adopted a two-year Operating Budget for Fiscal Year 2019 – 21. Included in the Budget for the City Manager's Department was an expense amount of \$100,000 for Fiscal Year 2019-20 for a Public Information Officer. The City Manager decided to go to bid for a consulting firm for these services. The bid release date was July 19, 2019 and the closing date and time for submitting proposals was August 19, 2019. Voler Strategic Advisors was the only firm to submit a proposal before the deadline. Interviews were held August 29, 2019, then references were checked.

The City entered into a 6-month contract totaling \$48,000 with Voler Strategic Services on September 16, 2019 to provide public information and communication officer services including account management, community outreach, public relations and crisis management services. Amendment No. 1 would extend the term of the contract 6-months to September 15, 2020 and would increase the contract value by \$48,000 bringing the total \$96,000.

**ATTACHMENTS**

A. Resolution

Exhibit A to Resolution – Amendment to Consulting Services Agreement

B. Original Consulting Services Agreement

C. Voler Strategic Advisors Proposal

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND VOLER STRATEGIC ADVISORS**

**WHEREAS**, on September 16, 2019, the City of Antioch and Voler Strategic Advisors entered a Consulting Services Agreement for public information and communication officer services (“Agreement”);

**WHEREAS**, the term of services in the Agreement was set to expire on March 15, 2020, but the City continues to have a need for such services; and

**WHEREAS**, the City and Consultant desire to extend the term of services of the original agreement until September 15, 2020, which would increase the total compensation under the Agreement.

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

1. Approves Amendment No.1 (“Exhibit A”) to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors; and
2. Authorizes the City Manager to execute Amendment No.1 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors (“Exhibit A”) 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 10th day of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**AMENDMENT NO.1**

**CONSULTING SERVICES AGREEMENT  
Between the City of Antioch and  
Voler Strategic Advisors**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and the VOLER STRATEGIC ADVISORS, their address is 1671 The Alameda, Suite 301 San Jose, CA 95126 ("**Consultant**").

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

**WHEREAS**, on September 16, 2019, the City of Antioch and Voler Strategic Advisors entered a Consulting Services Agreement for public information and communication officer services;

**WHEREAS**, the term of services in the Agreement was set to expire on March 15, 2020, but the City continues to have a need for such services; and

**WHEREAS**, the City and Consultant desire to extend the term of services of the original agreement until September 15, 2020, which would increase the total compensation under the Agreement.

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

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

The term of this Agreement shall begin on the date first noted above and shall end on September 15, 2020 and Consultant shall complete the work described in the Request for Proposal (RFP) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

**2. Section 2 "COMPENSATION" the first two paragraphs shall be amended to read as follows:**

City hereby agrees to pay Consultant a sum not to exceed \$8,000 per month, for a total contract amount not to exceed \$96,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this

## **EXHIBIT A**

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

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

Except as modified herein, all other terms and conditions of the Consulting Services Agreement dated September 16, 2019 shall remain in full force and effect.

*(all signatures are on the next page)*

CITY OF ANTIOCH:

By: \_\_\_\_\_  
Rowland E. Bernal, Jr.,  
City Manager

ATTEST:

By: \_\_\_\_\_  
Arne Simonsen, CMC  
City Clerk

APPROVED AS TO FORM:

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

VOLER STRATEGIC  
ADVISORS:

By: \_\_\_\_\_  
Rolando Bonilla,  
Chief Strategic Officer

By: \_\_\_\_\_  
Peria Rodrigues,  
Chief Executive Officer

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
VOLER STRATEGIC ADVISORS**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and **Voler Strategic Advisors** ("Consultant") as of **September 16, 2019**.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Request for Proposal (RFP) at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Request for Proposal (RFP), the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on March 15, 2020, the date of completion specified in the Request for Proposal (RFP) and Consultant shall complete the work described in the Request for Proposal (RFP) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant represents that it is experienced in providing the services identified in the scope of work to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$8,000 per month, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.



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

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

- The beginning and ending dates of the billing period
- Detailed accounting of service billing elements and volume and Total Services Fees

**2.2 Payment Schedule.**

2.2.1 The City shall make payments monthly, based on accounts received, according to the Request for Proposal (RFP).

**2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

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

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

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish



any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

- 4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- 4.2. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 4.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - 4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least



as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- 4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:
- 4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- 4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to the contract effective date**, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- 4.6. **Certificate of Insurance and Endorsements**. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 4.7. **Subcontractors**. Contractor shall include all subcontractors as insured under its



policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

- 4.8. Higher limits.** If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 4.9 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- 4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.

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

- 5.1** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
- 5.2** In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any



penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 5.4 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 5.5 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits,



qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise



reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys,



photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other



provision of this Agreement.

- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered Ron Bernal, City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Rolando Bonnilla  
Chief Strategy Officer  
Voler Strategic Advisors  
84 W. Santa Clara St., Suite760  
San Jose, CA 95113

Any written notice to City shall be sent to:

Ron Bernal  
City Manager  
City of Antioch  
PO Box 5007  
Antioch, CA 94531-5007

Copy to:

Thomas Lloyd Smith  
City Attorney  
City of Antioch  
PO Box 5007  
Antioch, CA 94531-5007

**10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

*(all signatures are on the next page)*

**CITY:**

CITY OF ANTIOCH

Rowland E. Bernal Jr.  
Rowland E. Bernal Jr., City Manager

Attest:

Arne Simonsen  
Arne Simonsen, CMC, City Clerk

Approved as to Form:

Thomas Lloyd Smith  
Thomas Lloyd Smith, City Attorney

**CONSULTANT:**

VOLER STRATEGIC ADVISORS

By: Polando A. Bonilla

Name: Polando A. Bonilla

Title: Chief strategy officer

By: PERIA A. RODRIGUEZ

Name: PERIA A. RODRIGUEZ

Title: Chief executive officer

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RICARDO GONZALEZ 1155 MERIDIAN AVE # 201 SAN JOSE, CA 95125 Lic # 0F41021	<b>CONTACT NAME:</b> RICARDO GONZALEZ <b>PHONE (A/C, No, Ext):</b> (408) 706-0024 <b>E-MAIL ADDRESS:</b> RICARDOWITHGIA@GMAIL.COM	<b>FAX (A/C, No):</b> (408) 716-2821	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : United States Liability Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		<b>NAIC #</b>
<b>INSURED</b> Voler Strategic advisors 1671 The Alameda STE 301 San Jose, CA 95126			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	CX 1552768C	06/22/2019	06/22/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b>		CX1552768C	06/22/2019	06/22/2020	Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

-Public Relations Consultants  
 The City of Antioch is added as additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**
 City of Antioch  
 200 H Street  
 Antioch, CA 94509

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE  
 Ricardo Gonzalez

ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

City of Antioch  
200 H Street  
Antioch, CA 94509

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



**REQUEST FOR PROPOSAL**

**For**

**Public Information/Communications Officer Services**

**PROPOSAL DUE DATE: MONDAY, AUGUST 19, 2019 AT 5:00 PM**

**CITY OF ANTIOCH  
REQUEST FOR PROPOSAL**

For

**Public Information/Communications Officer Services**

RELEASE DATE: July 19, 2019

CLOSING DATE: Proposals must be received by Monday, August 19, 2019  
at 5:00 p.m. PST at the address listed below.

CONTACT PERSON: Nickie Mastay, Administrative Services Director  
925-779-7021  
925-779-7002 (fax)  
nmastay@ci.antioch.ca.us

**Mailing address:**

City of Antioch  
Human Resources Department  
P.O. Box 5007  
Antioch, CA 94531-5007

**Delivery Address:**

City of Antioch/Human Resources Department  
200 H St  
Antioch, CA 94509

Office Hours: M-F 8:30 a.m. – 4:30 p.m.



## NOTICE TO BIDDERS

Notice is hereby given that the City of Antioch invites sealed bids for Public Information/Communications Officer Services. Each proposal shall be in accordance with the conditions and specifications on file in the Office of the Finance Department, City Hall, 200 H St, Antioch, California 94509, where copies of said conditions and specifications may be inspected or obtained. All bids must be in the format specified, enclosed in a sealed envelope and clearly identified with bid title, name of bidder and date of bid opening.

Sealed bids shall be delivered to the Human Resources Department at the above indicated address on or before 5:00 p.m., Monday, August 19, 2019. It is the bidder's responsibility to ensure that bids are received prior to the 5:00 p.m. bid closing time as late bids will not be accepted. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, <https://antiochca.gov/rfps/>, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date.

## **I. INTRODUCTION**

The City of Antioch is seeking proposals for public information officer/communication services from qualified individuals or firms to assist the City with public information and public relations activities. The goal of the request for proposal will be to have an appointment by September 1, 2019.

## **II. BACKGROUND**

The City of Antioch was incorporated in 1872 as a general law city operating under the City Council/City Manager form of government. The City Council is responsible for adopting ordinances, resolutions, the budget, appointing commissions and committees, and hiring the City Manager and City Attorney. Antioch is a suburban city providing quality police, water, streets, parks, engineering, planning, and administrative services. The City has approximately 290 employees and an annual operating budget in excess of \$128 million.

## **III. SCOPE OF WORK**

The following shall act only as a preliminary Scope of Work to generally communicate the City's expectations. The successful individual or firm should identify any additional services required to meet the City's expectations, price them and explain them in their response. The successful individual or firm will be expected, at a minimum, to perform the following:

### Account Management

- Work with the City's branding firm, to develop, implement, and maintain an effective public information program and coordinate public relations activities for City Council, City Manager and City departments.
- Execute a weekly, in person strategy discussion with the City Manager and City departments.
- Monitor local and national publications and online alerts for stories about Antioch.
- Monitor and report on communications metrics on a monthly basis. Metrics may include, but are not limited to: hits per page; most visited page, total views; total time spent on website and social media pages; bait clicking; and other performance measures as determined.
- Develop and manage a 12-month calendar for City communications and a related plan for executing that plan.
- Provide leadership and direction for the implementation and maintenance of a citywide strategic communication plan that keeps the public and the workforce highly informed, engages the public in local government and manages media relations.
- Champion, manage, and monitor the use of all forms of communication including social media platforms, the City's media channels, print materials, and other communication methods that are available or might become available in the future.

### Community Outreach

- Coordinate and administer the City's message across all communication platforms to portray a concerted, organized and clear message.
- Work with the City Managers department on the Weekly Update to educate and advise subscribers on City issues, meetings, events, programs, services and/or projects on a weekly basis.
- Work with City Manager, City Departments, City partners and influencers to gather news

about Antioch for distribution via social media, e-news platforms or City website.

- Evaluate and provide recommendations to the City Manager on an emergency communications platform (examples: Nixle/Everbridge) to support strong community outreach.
- Develop a plan to reach target audiences with all types of City communication platforms.
- Develop and administer survey platforms to gain public input on key issues.

#### Public Relations

- Enhance the City's public media outlets to include providing strategic support for communications projects, initiatives, and campaigns designed to advance the City's vision, mission, image and branding.
- Create messaging to drive interaction and build excitement through sharing relevant content. Draft and edit news releases, media advisories, informational matter and distributing to designated media outlets upon direction and approval by the City Manager or designee.
- Act as City's official spokesperson with the media.
- Create content for press releases.
- Manager media inquiries and interview requests.
- Facilitate broadcast and telephone interviews with the media as well as responses to email inquiries.
- Develop media relations strategy.
- Proactive media relations, through writing, reviewing and editing of news releases, emails, articles, postings and publications.
- Facilitate news conferences and prepare all necessary materials as needed.
- Work with the City's branding and marketing firms, to develop, implement, and maintain an effective public information program and coordinate public relations activities for City Council, City Manager and City departments.
- Proactively promote City accomplishments and activities.
- Provide and coordinate media training to management and employees as requested or needed.
- Presentations and staff reports at City Council meetings and other public meeting is required.
- Assist and counsel elected officials, City Manager and department heads concerning public relations (a 24/7 function).

#### Crisis Management

- Develop crisis strategy and training to Department Heads and City Council.
- Provide 24/7 crisis response.
- Develop messaging and communications tools.
- Coordinate press conferences.
- Prepare and distribute news releases and communications.
- Provide spokesperson training and support.
- Provide post-crisis evaluation and debriefing.

This is a six (6) month assignment which may be extended on a month-to-month basis. The City Manager would like to remain flexible during the process; the process may change as the candidate pool or other circumstances require.

#### **IV. PROPOSAL REQUIREMENTS**

Each proposal shall include the following information:

- A. Principal service providers(s) must have a Bachelor's degree in public relations, journalism, and mass communications or related field; recent experience in responsible public relations positions. Minimum of five (5) years' experience in professional level work. Previous related public sector experience desired.
- B. Active in public information/communication organizations.
- C. Must have verifiable knowledge of current principles, techniques and objectives of public information, communication and public relations programs; Council-Manager form of government; media tactics, including interview techniques and preparation; and professional applications of research and writing skills.
- D. List years in business with a description of your firm including size of firm, location, number and nature of the professional staff to be assigned to provide services; with a resume for each key person listed.
- E. Describe experience (minimum five-years previous experience with proven effectiveness) your firm or organization has in pertinent public information/press relations services.
- F. Describe the methods of providing proactive media relations and sample writing, reviewing and editing of news releases, newsletters, emails, articles, postings and publications.
- G. Additional services offered through your firm.
- H. Fee schedule:
  - State your proposed method of compensation for providing the City services as described above.
  - State any other costs the City may anticipate relating to the public information/press relations services to be provided and reimbursable expenses.
- I. References: Provide a list of three applicable references, include name, title, and contact information for each reference as well as a brief description of the specific services provided.
- J. Be aware that the City of Antioch City Managers schedule books quickly and City Council meetings are the second and fourth Tuesdays of the month.

## **V. SELECTION PROCESS**

The City Manager may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the Request for Proposal. Criteria to be evaluated may include, at a minimum, the following:

- Background and Qualifications.
- Relevant Experience.
- Responsiveness to this Request for Proposal.
- Qualifications and experience of the individuals assigned to the project.
- Experience from within and outside California.
- Regional reputation.
- Schedule and availability.
- Cost of Services.
- Reference contact results.
- Willingness to think “outside the box” and present innovative ideas for providing the services outlined above.

## **VI. CONTRACT REQUIREMENTS**

1. Robbins-Rosenthal Fair Debt Collection Practices Act  
The successful contractor(s) must operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.
2. Insurance requirements: The successful contractor(s) will maintain in force, during the full term of the contract, insurance as indicated starting on page 10.
3. Indemnification Agreement: To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by the Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties of the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where City’s fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive, and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of the City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or section.

Remittance and Reporting Requirements: The successful contractor(s) will be required to submit to the City of Antioch regular monthly remittances and statements no later than thirty (30) days following the month of collection

## **VII. PROPOSAL SUBMISSION INFORMATION**

- a. Inquiries concerning the RFP must be submitted via email to Nickie Mastay, Administrative Services Director, at the following email address: [nmastay@ci.antioch.ca.us](mailto:nmastay@ci.antioch.ca.us).
- b. Responses will not be made to telephone inquiries.
- c. Proposal Submittal: An original and three copies of complete proposals are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration.

The proposal should be submitted no later than **5:00pm on Monday, August 19, 2019** to:

**Mailing address:**

City of Antioch  
Human Resources Department  
P.O. Box 5007  
Antioch, CA 94531-5007

**Delivery Address:**

City of Antioch  
Human Resources Department  
200 H St  
Antioch, CA 94509

- d. The City reserves the right to reject any and all proposals submitted, to request clarifications of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal. Finalist candidates or firms may be asked to present their qualifications to the City Manager. Following proposal evaluations, interviews and reference calls, the award of a contract to the successful candidate or firm will be at the sole discretion of the City Manager.

- e. The City reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.
- f. The firm chosen by the City will be required to obtain a City business license prior to starting services.
- g. The candidate or firm chosen by the City will be required to execute a Consulting Services Agreement, a template of which is attached as Exhibit A. If the candidate or firm chosen has any questions or proposed deviations to the provisions in this Agreement, those must be set forth in writing in the proposal. Otherwise, the firm shall be deemed to have accepted all provisions of the Agreement.

## **City of Antioch Insurance Requirements for Consultants**

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

### Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

### Automotive Liability Insurance:

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

### Workers' Compensation Insurance:

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

### Professional Liability (Errors and Omissions) Insurance:

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

## **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) *Additional Insured Status.* The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.



- (2) *Primary Coverage.* For any claims related to the services provided by the Consultant, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (3) *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be cancelled except with notice to the City.
- (4) *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) *Claims made policies.* If any of the required policies provide claims-made coverage:
  - (i) *The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.*
  - (ii) *Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work.*
  - (iii) *If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.*

### **Certificate of Insurance and Endorsements**

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

### **Subcontractors**

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

### **Higher limits**

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

**Special Risks or Circumstances**

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

**Remedies**

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

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

**City of Antioch**  
**Indemnification and Consultant's Responsibilities**

1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with council acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
3. Acceptance by City of insurance certificates or endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
4. By execution of this Agreement, Consultant acknowledges and agrees to the provision of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

## Legal Requirements

1. *Governing Law.* The laws of the State of California shall govern this Agreement
2. *Compliance with Applicable Laws.* Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
3. *Other Governmental Regulations.* To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
4. *Licenses and Permits.* Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In additions to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
5. *Nondiscrimination and Equal Opportunity.* Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of the Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

6. *Prevailing Wages.* Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

# EXHIBIT 'A'

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
[NAME OF CONSULTANT]**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and \_\_\_\_\_ ("Consultant") as of \_\_\_\_\_.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Request for Proposal (RFP) at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Request for Proposal (RFP), the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on \_\_\_\_\_, the date of completion specified in the Request for Proposal (RFP) and Consultant shall complete the work described in the Request for Proposal (RFP) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed bid pricing in the Request for Proposal (RFP). Total charges for services will be on a price times volume basis, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to

Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- The beginning and ending dates of the billing period;
- Detail accounting of service billing elements and volume and Total Services Fees

**2.2 Payment Schedule.**

2.2.1 The Consultant shall make payments monthly, based on accounts received, according to the Request for Proposal (RFP).

**2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

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

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

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing

records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

- 4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- 4.2. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 4.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - 4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in



connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- 4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:
- 4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- 4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

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

- 4.7. Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insured's.
- 4.8. Higher limits.** If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 4.9 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- 4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.

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

- 5.1** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
- 5.2** In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees,

agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 5.4 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 5.5 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant

and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract

Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit B not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit B that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of

any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered Lisa Saunders, Finance Services Supervisor ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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



Nickie Mastay  
Administrative Services Director  
City of Antioch  
PO BOX 5007  
Antioch, CA 94531-5007

Any written notice to City shall be sent to:

City Manager  
City of Antioch  
PO Box 5007  
Antioch, CA 94531-5007

**10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit B, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

*(all signatures are on the next page)*

**CITY:**

CITY OF ANTIOCH

\_\_\_\_\_  
Ron Bernal, City Manager

Attest:

\_\_\_\_\_  
Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

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

**CONSULTANT:**

[NAME OF CONSULTANT]

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

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

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

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

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

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

*[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]*



**CITY OF ANTIOCH  
REQUEST FOR PROPOSAL**

For

**Public Information/Communications Officer Services**

RELEASE DATE:

**July 19, 2019**

CLOSING DATE:

**August 19, 2019**

August 19, 2019

Ms. Nickie Mastay  
Administrative Services Director  
City of Antioch  
200 H Street  
Antioch, CA 94509

Dear Ms. Mastay:

Attached for your consideration is Voler Strategic Advisor's official response to the City of Antioch's Request for Proposal: Public Information Officer/ Communications Officer Services.

Given our extensive track record of success, and our personal connection to the City of Antioch, we are best positioned to serve the City with its communications needs.

Additionally, as former city official in both San Francisco and San Jose, my firm is extremely knowledgeable in the intricacies of local government.

We thank you for your consideration and look forward to the possibility of working with the City of Antioch.

Respectfully,



Rolando A. Bonilla  
Chief Strategy Officer

## **Our Firm**

Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their maximum potential.

At Voler, we believe that great communications drive great results. We offer solutions that are client-inspired, success-driven and always inclusive of the communities that you serve.

In 2015, Voler Strategic Advisors merged with Ford & Bonilla in order to provide partners with a better experience. In total, the organization has been in existence for nine years.

Located in San Jose, the firm has a total of ten team members, and growing, which handle various disciplines of communications/marketing. Additionally, the firm has bi-lingual (English/Spanish) capabilities. We are proudly a minority-owned, and woman-owned business.

## **Principal Service Providers**

All Voler's principal service providers have bachelor's degrees in a related field. More importantly, our team members have public sector experience, either working for an agency directly or through working in close collaboration with government agencies.

If selected to serve the City of Antioch, Rolando A. Bonilla would serve as the principal service provider for the account with support from various team members (some of whom are featured here).

### About Rolando Bonilla, Chief Strategy Officer

Serving as Voler Strategic Advisor's Chief Strategy Officer, Rolando A. Bonilla brings to the organization over 20 years of experience working as a communications strategist.

Bonilla has been frequently quoted in publications, such as the *San Francisco Chronicle*, and *The Mercury News*. Additionally, he provides commentary for television both locally and nationally, offering expert opinion on political and communications issues.



Having begun his career in the rough and tumble of San Francisco politics beginning his service as a Public Service Aide for the Director of the San Francisco Department of Public Health, Bonilla was appointed by then San Francisco Supervisor Gavin Newsom and Mayor Willie L. Brown, Jr. to serve on several city commissions, including serving as the Chairman of the Finance Committee of the San Francisco Juvenile Probation Commission where he oversaw a \$30+ million budget. Additionally, during his time serving in the City and County of San Francisco, Bonilla was elected as a California Democratic Convention delegate.

After serving in San Francisco, Bonilla moved to the Silicon Valley where he advised San Jose Council member Nora Campos as her Communications Director. During his time at San Jose City Hall, Bonilla was responsible for developing the Council member's public safety agenda, which became one of the most high-profile political agendas coming out of San Jose City Hall.

In 2010, after having served in government, Bonilla entered the private sector and founded a public relations firm that developed clientele in various industry sectors. From crisis communications to political strategy for publicly traded companies, Bonilla established his reputation as an expert that organizations turn to whether when dealing with crisis, when establishing a public relations campaign, or seeking to achieve an organizational goal.

Today, as Voler Strategic Advisor's Chief Strategy Officer, Bonilla is responsible for developing and implementing client communications strategies and is also the organization's lead strategist for crisis communications.

Bonilla is also active in the community serving as a board member for the Healthier Kids Foundation-Santa Clara County, a non-profit focused on ensuring that uninsured children receive access to healthcare. Additionally, he sponsors three scholarships at the Bay Area Gardeners Foundation, a Bay Area non-profit focused on providing college scholarships for high school students seeking to attend college but that lack the resources.

Bonilla has a BA in Politics from the University of San Francisco and a JD from San Francisco Law School.

#### About Perla A. Rodriguez, CEO

With over 20 years of corporate leadership experience, Perla A. Rodriguez, Chief Executive Officer, has assembled a phenomenal team of professionals, trained by the best universities around the world. Together with her team members, distinguished leaders in their fields, Voler Strategic Advisors is providing innovative strategies and solutions to help clients achieve their objectives.

Well-known throughout corporate and media circles for her broad range of expertise and high level of professionalism, Rodriguez has worked for many of the biggest brands beyond the region, including Intel, Univision, PG&E, and the Public Policy Institute of California.

Previously, Rodriguez served as the Vice President of Public Affairs for Mi Pueblo Foods, where she was instrumental in building the company's first ever public affairs department. She and her department were critical in earning the political and grassroots support to fuel the company's rapid expansion from 10 to 21 locations throughout Northern California within a two-year period. Under her leadership, Mi Pueblo created innovative philanthropic programs that engaged thousands of customers and invested over two million dollars benefiting students, families and numerous nonprofit organizations.

Among her many accomplishments, Rodriguez has been recognized by her peers as a leader in the public relations industry. She has been recognized by the Silicon Valley Business Journal twice; in 2019 she was awarded a Latino Business Leadership Award, and in 2011 was recognized as one of the 100 most influential women in the Silicon Valley. The National Grocer's Association highlighted her for developing the Best Public Service campaign in the supermarket industry in 2011. In 2005, while working as a Community Affairs Manager for Univision 14, she was nominated for an Emmy Award as executive producer of the Exitó Escolar education program.

Rodriguez holds a BA in international relations from Stanford University and an MPA from the University of San Francisco, with an emphasis in Health Services Administration. She is also a recent graduate of the Stanford Latino Entrepreneurship Initiative by the Stanford Graduate School of Business.

#### About Fatima Rodriguez, SVP and Public Health Expert

Fátima M. Rodríguez is Senior Vice President, Diversity Policy and System Transformation at Voler Strategic Advisors. Rodríguez brings a wealth of experience in health care communications, research, policy, and operations.

For over 10 years, Rodríguez worked at Kaiser Permanente's National Diversity and Inclusion office, where she served as a thought leader and subject matter expert operationalizing policy and collaborating with executive leadership, management, and frontline staff across the organization to transform care delivery.

Fátima M. Rodríguez earned a BA in Human Biology with honors from Stanford University and a Master's degree in Public Health from the Community Health Sciences Program at University of California, Los Angeles. Rodríguez completed her doctoral studies at the School of Public Health at University of California, Berkeley. In addition, she has advanced training in global migration and health



equity from the Disparities Solutions Center at Massachusetts General Hospital and Harvard University School of Medicine; University of California, Berkeley; and the European Union Public Health Association.

#### About Diego Barragan, Operations Director and Government Relations Expert

Having served in government for the last decade, at both the federal and local levels, Diego Barragan brings a deep understanding of how government works, and how it can be utilized to move an agenda forward.

At San Jose City Hall, as both a Legislative Director and Chief of Staff, Diego was called upon to develop complex strategy to successfully move policy and critical budget priorities in the third largest city in California.

Currently, Diego serves as a Commissioner on the Santa Clara County Airport Land Use Commission, appointed by the Santa Clara County Board of Supervisors, where he is responsible for administrating federal and state land use regulations around property situated near Santa Clara County airports.

With his experience, Barragan is an expert in strategy, messaging, policy development, policy analysis, budgets, and communications. Most recently, Barragan led the Santa Clara Valley Water District's communication efforts on critical infrastructure projects.

Barragan received a BA in Political Science from San Jose State University and a MBA from Santa Clara University.

#### About Maria Espinosa-Peña, Creative Director

With over 25 years of experience in network television, María Espinosa-Peña joined Voler Strategic Advisors as the company's Creative Director. Most recently, she served as a News Producer at KTVU Fox 2.

Prior to her tenure at KTVU Fox 2, Espinosa-Peña was an Executive Producer at Univision Television Group where she produced over 200 episodes of a two-hour live weekday and weekend morning news program, as well as, thousands of television hours career wide in a top 10 media market (San Francisco Bay Area). Espinosa-Peña has also been nominated for an Emmy for her work in the Cultural and Public Affairs Programming category.

As an active professional in media, Espinosa-Peña is a member of the National Association of Television Arts and Sciences, Northern California Chapter, the National Association of Professional Women, and the National Association of Hispanic Journalists.

Espinosa-Peña holds a Bachelor of Arts in Radio and Television from San Francisco State University, and a Certificate in Non-Profit Leadership and Management from the Center for Excellence in Non-Profits.

Yadira Quintero, Public Relations Specialist and Social Media Expert

Yadira Quintero in her role as Public Affairs Specialist is instrumental in developing social media strategies for Voler's partners with the ultimate goal of impactful engagement with social media users. She is a major driver of content-gathering strategies and the development of interesting storylines and visuals. Quintero is keen on leveraging the latest technologies and being at the forefront of social media trends.

Previously, Quintero served as an aide at San Jose City Hall where she coordinated community activities and constituent outreach. Some of her areas of expertise in that role included outreach to schools, community organizations, and support to underserved communities. She also brings a strong track record in Latino community outreach and bilingual communications.

Quintero was part of the Kaiser Permanente's Public Affairs team where she planned, wrote, produced, and oversaw the distribution of quarterly communications. Additionally, she coordinated community relations projects on behalf of Kaiser Permanente.

Quintero holds a BS in Public Relations with an emphasis in Communications from San Jose State University.

**Active in Public Information/Communication Organizations**

Our staff are members of the National Association of Television Arts and Sciences, Northern California Chapter, the National Association of Professional Women, and the National Association of Hispanic Journalists.

Voler Strategic Advisors is a member of the Public Relations Society of America. Our CEO, Perla A. Rodriguez, as a former member of the media has been part of Public Affairs groups that have judged Emmy's entries and Bay Area Public Affairs Director's meetings, where collectively they reached out to non-profit and governmental agencies on a wide variety of issues. We subscribe to leading public relations publications and participate in on-going training and support through a global PR software/technology partner that we contract with.



## **Verifiable Knowledge**

Our Chief Executive Officer has won numerous awards in the communications field, including having been nominated for an Emmy award. She has also been selected as one of the *100 Women of Influence* in the Silicon Valley by the Silicon Valley Business Journal, and most recently, was selected by the same publication as one of the Silicon Valley's top Latina CEO's for her work at our firm.

With our roster of experienced professionals, they have all established a reputation in the public information/media/communications space.

Our firm can easily demonstrate our understanding of these skills if presented with the opportunity to do so.

## **Experience**

Regardless of industry, when it comes to earned media, it does not exist without having earned a positive reputation with the media outlets and professionals.

Our company has been built on being an open and transparent extension of the agencies that we represent in order to allow the media the opportunity to write their stories in a timely manner.

Our firm works with media throughout the Bay Area on a daily basis. We are experienced with handling a wide-range issues, from the most sensitive, to complex, to the positive and heartwarming. Here are examples of the kinds of headlines/issues we manage 365 days of the year:

- Government agencies dealing with growing crime rate or loss of police resources
- Company struck with I-9 audit and ICE raid
- Labor negotiations
- Hunger strikes
- Budget cuts; closing of programs/sites
- Work-site deaths
- Employee/s arrested
- Social media threats
- Leaders driving important public policy changes
- Grand openings of new facilities
- New program launches
- Success stories – people who are improving their lives and empowering themselves

- Making a difference – people and organizations doing amazing things for their communities

## Methods and Examples

Achieving your organization's specific goals and objectives will require a customized approach. We will work with your team to evaluate what strategies will best serve your needs. This is not an all-inclusive list of methods.

- Stakeholder analysis – This is process wherein we come to understand who your stakeholders are, their needs and priorities, etc.
- We will evaluate your media footprint and come to understand your strengths, weaknesses, opportunities and threats.
- We will conduct an inventory of the communications tools and platforms your organization is using to reach the public to determine their effectiveness.
- We will identify initiatives/resources of most interest to the public. Based on this research we will identify story ideas and content for media outreach and social media.
- Given our extensive knowledge and relationships with Bay Area media outlets and media professionals, we will determine which outlets and individuals we will pitch stories to.
- Video production – We will produce original video content highlighting your best stories of impact. These videos will be used across a variety of communications platforms.
- Effective use of social media – We will monitor attitudes, engage you're your stakeholders, and provide them with engaging and impactful content that earns their interest.
- Crisis management and prevention – We will work with your team to respond quickly to issues that may threaten your organization's reputation. We will provide support and strategy in managing issues before they escalate. At the core of this work is being responsive, transparent, and listening to stakeholder concerns.
- Media Monitoring – Our team will monitor coverage of your organization and will be able to identify any issues that require attention. As part of our monitoring we will be able to obtain clips of TV coverage and links to other media coverage. These will also be shared throughout your communications platforms.
- Measurement of Impact – Using state of the art PR monitoring software/technology, we will be able to report on the impact of our work, including audience measurements and monetary value of media coverage.

Our firm can provide samples of work upon request.

### **Additional Services Provided**

Voler Strategic Advisors is a full-service communications firm. Although not an exhaustive list, we offer the following services:

- Public Information Officer for government agencies
- Communications strategy and planning
- Crisis communications
- Social media management
- Press conference coordination
- Marketing
- Video production
- Graphic design
- Community outreach/relations
- Coordination of public relations activities/initiatives
- Speech writing
- Communications training
- Individual spokesperson training and on-site support

### **Fee Schedule**

Our median monthly to cities is \$8,000 per month.

Items not covered by this fee are media advertising buying, and printing.

### **References**

Michael McHatten  
City Manager  
City of Soledad  
(831) 223-5072

Our firm has provided communications and marketing expertise to the City of Soledad for many years. We were the drivers behind developing Soledad's new identity, "Gateway to the Pinnacles", earning regional media coverage and helping to launch a national media blitz. Our sustained campaign generated news coverage throughout the Central Coast and Bay Area, attracting visitors and potential customers for local businesses. At the same time, our local media push, coupled with our success on social media, generated intrigue from national media outlets,





earning weekend coverage in LA Times and USA Today featuring Soledad as the gateway to the country's newest national park.

Dr. Hilaria Bauer  
Superintendent  
Alum Rock Union School District  
(408) 928-6800

Our company provides Public Information Officer services to this organization, overseeing all communications strategy and functions. Those services include crisis communication, media outreach, social media, video production, graphic design, etc. Our firm can provide services in both English and Spanish to capture a very important part of their community. Public school districts have a tremendous responsibility in keeping their parents and community informed on all aspects of their child's education and the resources available to them.

Leslay Choy  
Executive Director  
San Pablo Economic Development Corporation  
(510) 215-3200

Through media outreach and social media support, Voler Strategic Advisors has been a partner of the San Pablo Economic Development Corporation for more than 5 years. By working together, we have helped City of San Pablo residents with accessing valuable services including job training, business development, tattoo removal, and much more. Through our storytelling to the media, social media management, and our original video production capabilities, we have been able to help this organization raise their profile and carry forth their mission.

## Contact

rolando@volersa.com

[www.linkedin.com/in/rolando-bonilla-87a83b29](http://www.linkedin.com/in/rolando-bonilla-87a83b29) (LinkedIn)  
[volersa.com](http://volersa.com) (Company)

## Top Skills

Public Relations

Media Strategy

Crisis Communications

# Rolando Bonilla

Chief Strategy Officer at Voler Strategic Advisors  
San Francisco Bay Area

## Summary

Serving as Voler Strategic Advisor's Chief Strategy Officer, Rolando Bonilla brings to the organization over 20 years of experience working as a communications strategist.

Bonilla has been frequently quoted in publications such as the San Francisco Chronicle, and the Mercury News. Additionally, he provides commentary for television both locally and nationally providing expert opinion on political and communications issues.

Having begun his career in the rough and tumble of San Francisco politics beginning his service as a Public Service Aide for the Director of the San Francisco Department of Public Health, Bonilla was appointed by then San Francisco Supervisor Gavin Newsom and Mayor Willie L. Brown, Jr. to serve on several city commissions, including serving as the Chairman of the Finance Committee of the San Francisco Juvenile Probation Commission where he oversaw a \$30+ million budget. Additionally, during his time serving in the City and County of San Francisco, Bonilla was elected as a California Democratic Convention delegate.

After serving in San Francisco, Bonilla moved to the Silicon Valley where he advised San Jose Council member Nora Campos as her Communications Director. During his time at San Jose City Hall, Bonilla was responsible for developing the Council member's public safety agenda, which became one of the most high profile political agendas coming out of San Jose City Hall.

In 2010, after having served in government, Bonilla entered the private sector and founded a public relations firm that developed clientele in various industry sectors. From crisis communications to political strategy for publicly traded companies, Bonilla established his reputation as an expert organizations turn to whether when dealing with crisis, when establishing a public relations campaign, or seeking to achieve an organizational goal.



Bonilla has a BA in Politics from the University of San Francisco, and a JD from San Francisco Law School.

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## Experience

Voler Strategic Advisors  
Chief Strategy Officer  
September 2010 - Present  
San Jose, California

### City of San Jose

Communications Director-Office of Councilmember Nora Campos  
September 2007 - November 2010 (3 years 3 months)

Advised San Jose Council member Nora Campos as her Communications Director. During his time at San Jose City Hall, Bonilla was responsible for developing the Council member's public safety agenda, which became one of the most high profile political agendas coming out of San Jose City Hall.

### City and County of San Francisco

Juvenile Probation Commissioner  
March 2001 - October 2004 (3 years 8 months)

Chairman, Finance Committee

Appointed by Mayor Willie L. Brown, Jr. to serve on the commission that oversees San Francisco's Juvenile Probation system. Within a year of appointment, he became the chairman of the finance committee responsible for balancing the department's \$30 million dollar budget.

### San Francisco Department of Public Health

Committee Member, Health Commission, Population Health and Prevention Committee

March 2001 - March 2002 (1 year 1 month)

Appointed by Commission President Roma Guy.

As a member of this committee, was responsible for overseeing the expenditure of department dollars used for preventative services throughout the City and County of San Francisco. The San Francisco Department



of Public Health is the largest agency within the City and County of San Francisco.

#### City and County of San Francisco

##### Youth Commissioner

January 1999 - March 2001 (2 years 3 months)

Appointed by Supervisor Gavin Newsom.

As a Youth Commissioner, my role was to advise the Mayor and the Board of Supervisors on policy pertaining to children, youth, and families. I was instrumental in turning around the perception of the Youth Commission by actively pushing legislation that would be adopted by the Board of Supervisors.

#### San Francisco Department of Public Health

##### Public Service Aide

July 1996 - March 2001 (4 years 9 months)

Hired by the Director of Public Health to act as an aide. In this capacity, worked on the team that developed San Francisco Harm Reduction policy which became a national model in the public health sector.

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## Education

#### San Francisco Law School

Juris Doctor · (2006 - 2010)

#### University of San Francisco

Bachelor of Arts, Political Science · (1998 - 2001)



## Contact

perla@volersa.com

[www.linkedin.com/in/perlarodriguez](http://www.linkedin.com/in/perlarodriguez)  
(LinkedIn)  
[www.VolerSA.com](http://www.VolerSA.com) (Company)

## Top Skills

Media Relations  
Stakeholder Management  
Public Relations

## Languages

English  
Spanish

# Perla Rodriguez

Chief Executive Officer at Voler Strategic Advisors  
San Francisco Bay Area

## Summary

Well-known throughout corporate and media circles for her broad range of expertise and high level of professionalism, Rodriguez has worked for many of the biggest brands beyond the region, including Intel, Univision, PG&E, and the Public Policy Institute of California. Most recently, Rodriguez served as Vice President of a leading Silicon Valley public relations firm, overseeing their Latino media and marketing division, and working with a broad segment of the firm's clients to earn them positive media coverage and connect them to the Latino market to increase brand awareness and grow their customer base.

Previously, Rodriguez served as the Vice President of Public Affairs for Mi Pueblo Foods, where she was instrumental in building the company's first ever public affairs department. She and her department were critical in earning the political and grassroots support to fuel the company's rapid expansion from 10 to 21 locations throughout Northern California within a two-year period. Under her leadership, Mi Pueblo created innovative philanthropic programs that engaged thousands of customers and invested over two million dollars benefitting Latino students, families and numerous nonprofit organizations.

Among her many accomplishments, Rodriguez has been recognized by her peers as a leader in the public relations industry. In 2011, she was recognized by the Silicon Valley Business Journal as one of the 100 most influential women in the Silicon Valley and by the National Grocer's Association for developing the "Best Public Service" campaign in the supermarket industry. In 2005, while working as a Community Affairs Manager for Univision 14, she was nominated for an Emmy Award as executive producer of the "Exitto Escolar" education program.



Rodriguez holds a BA in international relations from Stanford University and an MPA from the University of San Francisco, with an emphasis in Health Services Administration.

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## Experience

**Voler Strategic Advisors**  
Chief Executive Officer  
September 2015 - Present

Headquartered in the heart of the Silicon Valley, Voler Strategic Advisors is a management consulting firm that serves leading businesses, government agencies, educational institutions, health care organizations, and non-profits.

We help our clients develop innovative strategies and solutions by leveraging our expertise and experience in leadership, management, politics, communications, health care and diversity.

**madeBOS, Inc.**  
Advisory Council Member  
February 2017 - Present  
San Francisco Bay Area

madeBOS is a smart, career pathing platform that creates economic mobility for entry level workers in retail and adjacent sectors by empowering them to drive their own development.

**Ford & Bonilla**  
Vice President  
April 2014 - August 2015 (1 year 5 months)  
San Jose, California

- Specialized in developing sophisticated public outreach and media campaigns designed to achieve our clients' immediate and long-term objectives
- Oversaw the firm's Latino media and marketing division, providing valuable insight into California's largest, fast-growing ethnic population
- Provided public relations expertise to a wide range of clients, including companies, elected officials and candidates, nonprofit organizations, government agencies and school districts

**Mi Pueblo Foods**  
Vice President of Public Affairs



May 2009 - March 2014 (4 years 11 months)

San Jose, California

- Oversaw company-wide public affairs efforts including media relations, community affairs, government relations, communications and customer service programs
- Led community and government outreach efforts for all new store location projects, representing Mi Pueblo to community leaders, planning commissions and city councils; taking the company from 10 to 21 stores in 2 years
- Developed and spearheaded company philanthropic initiatives supporting scholarships, food banks, St. Jude Children's Research Hospital, American Red Cross and other organizations
- Cultivated leadership and philanthropy across the organization through the creation of a Public Affairs Store Coordinator team, investing over \$2,000,000 in the community
- Led crisis response efforts, addressed union issues with the media and community, and served as company spokesperson

#### Public Policy Institute of California (PPIC)

Associate Director of Communications and Community Affairs

June 2008 - May 2009 (1 year)

- Led outreach team in developing and implementing effective programs that expanded the audience and demand for PPIC expertise and engaged policy influencers across the state's diverse regions and population groups
- Served as liaison and created partnerships with local and regional governments, nonprofit organizations, interest groups, community organizations, and the private sector
- Spearheaded conferences, seminars, roundtables, briefings, and other events across the state and create opportunities for PPIC experts to participate in events hosted by other organizations
- Supervised, trained, and mentored communications staff involved in outreach activities
- Oversaw efforts to broaden the distribution of PPIC research and other materials
- Supported outreach to Spanish-language media; served as spokesperson

#### Pacific Gas & Electric Company (PG&E)

Community Relations Manager

August 2006 - June 2008 (1 year 11 months)



- Applied extensive knowledge of community issues to develop and implement a comprehensive community affairs strategy throughout Northern California and the Central Valley
- Created strategic relationships, and developed channels for dialogue and partnerships with key stakeholders
- Served as internal consultant to enterprise-wide, cross-functional teams on the development of PG&E business plans and strategies to address emerging community issues and stakeholder concerns
- Collaborated with Ethnic News and Advertising Departments on multi-faceted community and media partnerships targeting diverse/underserved communities
- Provided expertise and leadership as member of PG&E's Diversity Inclusion Steering Committee, Workforce Development Taskforce, and as Vice President of the Hispanic Employees Association

#### Univision Television Group

Community & Public Affairs Manager for KDTV-14 and KFSF-66  
July 2002 - August 2006 (4 years 2 months)

- Developed strategic partnerships to support local community needs by bringing together the expertise of Bay Area nonprofit organizations and the strength and reach of Spanish-language media
- Spearheaded stations' community and public affairs initiatives addressing health, education, early literacy and civic participation in the eleven counties of the Bay Area
- Produced weekly public affairs show, special programs, public service campaigns, and station e-newsletter
- Managed the stations' sponsorships of local events and festivals and the involvement of TV personalities and company executives in the community
- Oversaw Exito Escolar (Scholastic Success) Scholarship program that recognized Bay Area high school and college students; managed diverse scholarship advisory committee
- Provided training and expertise to local nonprofit organizations in the areas of media relations and marketing of community programs

#### Intel Corporation

Community Relations/Education Manager  
August 2000 - July 2002 (2 years)

- Developed and supported Intel's strategic investments in K-20 education; oversaw annual contributions budget of over \$1M



- Managed implementation of Intel's Digital Divide initiative in the Bay Area; responsible for Request For Proposals (RFP) processes, outreach, management of advisory committee, selection of grantees, and launching of several Bay Area Intel Computer Clubhouses
- Spearheaded project planning for Intel community/education programs and events
- Provided support to Media Relations Manager with Spanish-language media outreach (i.e. media interviews, content expertise, translation of written materials, and the development of ads and TV commercials)

### Catholic Charities of Santa Clara County

#### Youth Center Director

May 1998 - August 2000 (2 years 4 months)

- Served as the Founding Director of the center; responsible for community relations/outreach, program development, fundraising, and budget oversight
- Developed center programming through extensive research, community input and implementation of pilot programs
- Hired, trained, and supervised a staff of 15 in providing youth and family services, strategic planning, program evaluation and community building

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## Education

### Stanford University

Bachelors, International Relations; Latin American focus · (1997)

### University of San Francisco

Masters, Public Administration · (2008 - 2010)


### Boston College

Certificate, Corporate Community Involvement · (2007)



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** James D. Davis, City Treasurer   
**SUBJECT:** Treasurer's Report – January 2020

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**RECOMMENDED ACTION**

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

**FISCAL IMPACT**

There is no fiscal impact of this action.

**DISCUSSION**

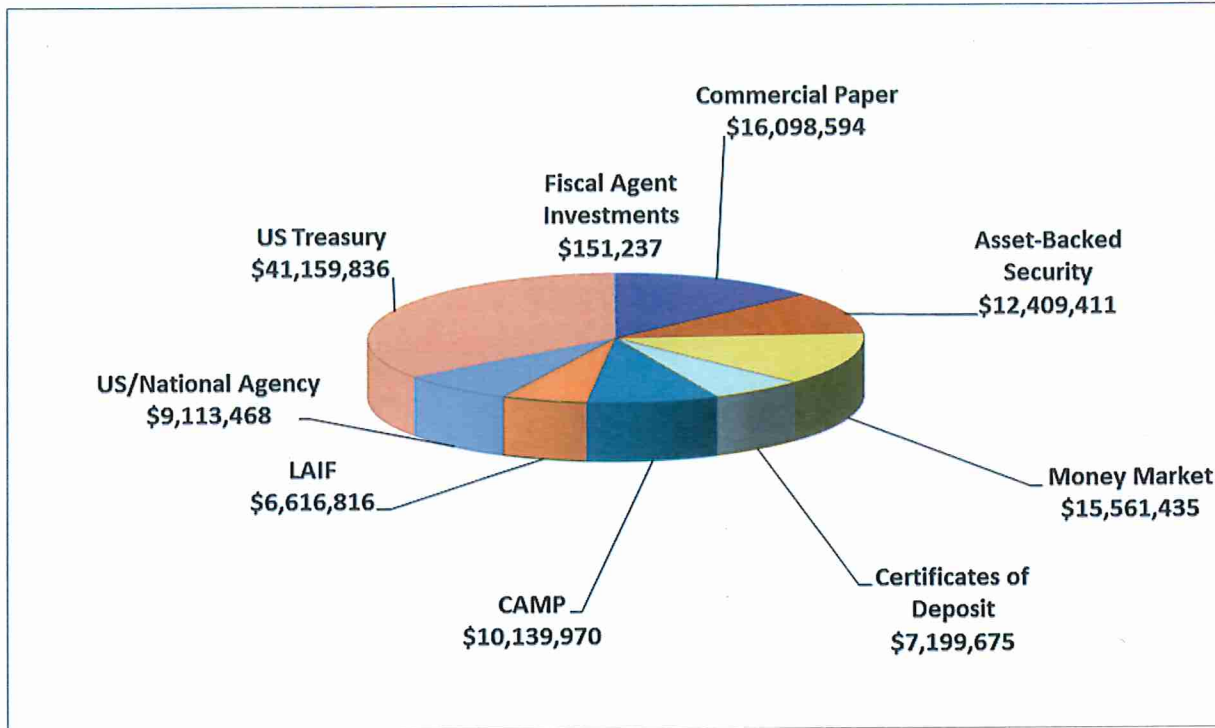
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided to comply with both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

**ATTACHMENT**

A. Treasurer's Report


CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS

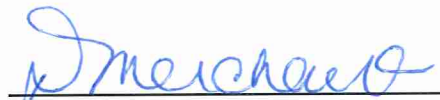
January 31, 2020



**Total of City and Fiscal Agent Investments = \$118,450,442**

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.

  
James Davis  
Treasurer

  
Dawn Merchant  
Finance Director

**Summary of Fiscal Agent Balances by  
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	288
Antioch Development Agency 2009 Tax Allocation Bonds	150,812
	<u>\$151,237</u>



**Account Statement**

For the Month Ending **January 31, 2020**

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>10,124,683.37</b>
01/31/20	02/03/20	Accrual Income Div Reinvestment - Distributions	1.00	15,286.54	10,139,969.91
<b>Closing Balance</b>					<b>10,139,969.91</b>

	Month of January	Fiscal YTD July-January
<b>Opening Balance</b>	10,124,683.37	10,017,658.40
<b>Purchases</b>	15,286.54	122,311.51
<b>Redemptions (Excl. Checks)</b>	0.00	0.00
<b>Check Disbursements</b>	0.00	0.00
<b>Closing Balance</b>	<b>10,139,969.91</b>	<b>10,139,969.91</b>
<b>Cash Dividends and Income</b>	15,286.54	122,311.51

<b>Closing Balance</b>	10,139,969.91
<b>Average Monthly Balance</b>	10,125,176.48
<b>Monthly Distribution Yield</b>	1.78%



**Managed Account Summary Statement**

For the Month Ending **January 31, 2020**

CITY OF ANTIOCH, CA - 04380500

**Transaction Summary - Managed Account**

<b>Opening Market Value</b>	<b>\$86,513,873.03</b>
Maturities/Calls	(50,759.80)
Principal Dispositions	(2,268,286.81)
Principal Acquisitions	2,615,721.88
Unsettled Trades	95,541.04
Change in Current Value	301,919.65
<b>Closing Market Value</b>	<b>\$87,208,008.99</b>

**Cash Transactions Summary - Managed Account**

Maturities/Calls	0.00
Sale Proceeds	2,283,422.52
Coupon/Interest/Dividend Income	189,166.32
Principal Payments	50,759.80
Security Purchases	(2,627,063.59)
Net Cash Contribution	103,714.95
Reconciling Transactions	0.00

**Earnings Reconciliation (Cash Basis) - Managed Account**

Interest/Dividends/Coupons Received	204,302.03
Less Purchased Interest Related to Interest/Coupons	(11,341.71)
Plus Net Realized Gains/Losses	35,827.89
<b>Total Cash Basis Earnings</b>	<b>\$228,788.21</b>

**Cash Balance**

<b>Closing Cash Balance</b>	<b>\$0.00</b>
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**Earnings Reconciliation (Accrual Basis)**

	<b>Total</b>
Ending Amortized Value of Securities	85,980,984.31
Ending Accrued Interest	444,200.95
Plus Proceeds from Sales	2,688,881.88
Plus Proceeds of Maturities/Calls/Principal Payments	50,759.80
Plus Coupons/Dividends Received	189,166.32
Less Cost of New Purchases	(3,126,720.84)
Less Beginning Amortized Value of Securities	(85,561,113.21)
Less Beginning Accrued Interest	(470,584.78)
<b>Total Accrual Basis Earnings</b>	<b>\$195,574.43</b>





## Portfolio Summary and Statistics

For the Month Ending **January 31, 2020**

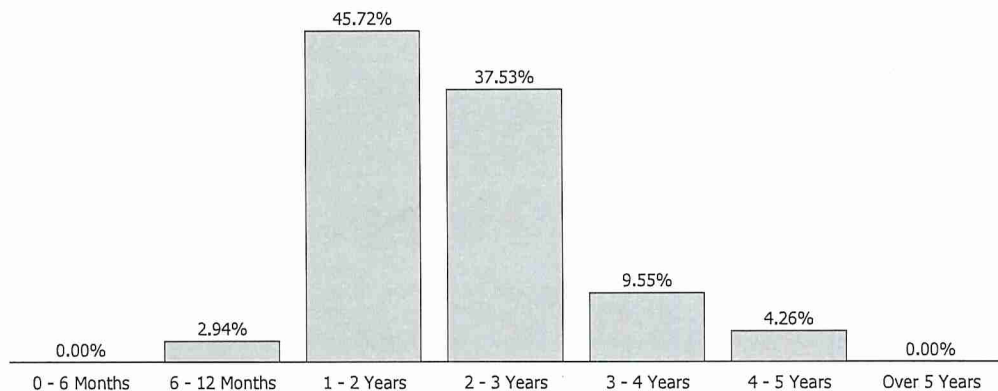
CITY OF ANTIOCH, CA - 04380500

### Account Summary

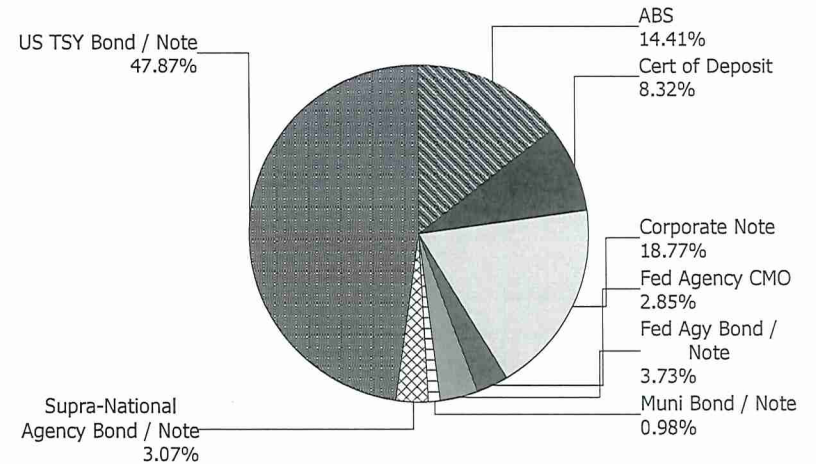
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	41,300,000.00	41,735,582.65	47.87
Supra-National Agency Bond / Note	2,635,000.00	2,675,455.80	3.07
Municipal Bond / Note	845,000.00	855,892.05	0.98
Federal Agency Collateralized Mortgage Obligation	2,447,736.64	2,484,143.29	2.85
Federal Agency Bond / Note	3,175,000.00	3,256,040.55	3.73
Corporate Note	16,115,000.00	16,371,936.33	18.77
Certificate of Deposit	7,200,000.00	7,259,736.78	8.32
Asset-Backed Security	12,410,662.50	12,569,221.54	14.41
<b>Managed Account Sub-Total</b>	<b>86,128,399.14</b>	<b>87,208,008.99</b>	<b>100.00%</b>
Accrued Interest		444,200.95	
<b>Total Portfolio</b>	<b>86,128,399.14</b>	<b>87,652,209.94</b>	

Unsettled Trades **500,000.00** **502,137.78**

### Maturity Distribution



### Sector Allocation



### Characteristics

Yield to Maturity at Cost	2.44%
Yield to Maturity at Market	1.56%
Duration to Worst	1.80
Weighted Average Days to Maturity	781



## Managed Account Issuer Summary

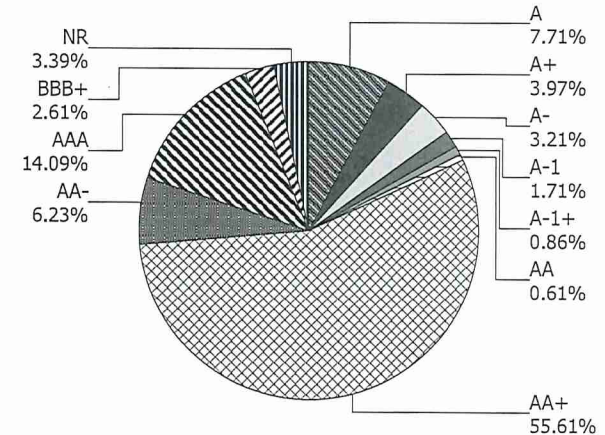
For the Month Ending **January 31, 2020**

CITY OF ANTIOCH, CA - 04380500

### Issuer Summary

Issuer	Market Value of Holdings	Percent
3M COMPANY	434,181.93	0.50
ADOBE INC	326,656.53	0.37
ALLY AUTO RECEIVABLES TRUST	328,186.58	0.38
AMERICAN EXPRESS CO	781,167.95	0.90
AMERICAN HONDA FINANCE	814,177.85	0.93
APPLE INC	636,222.03	0.73
BANK OF AMERICA CO	726,533.38	0.83
BANK OF MONTREAL	730,879.75	0.84
BB&T CORPORATION	821,189.60	0.94
BOEING COMPANY	432,894.83	0.50
BURLINGTON NORTHERN SANTA FE	292,136.40	0.33
CALIFORNIA ST	855,892.05	0.98
CAPITAL ONE FINANCIAL CORP	804,515.20	0.92
CAPITAL ONE PRIME AUTO REC TRUST	233,400.83	0.27
CARMAX AUTO OWNER TRUST	1,153,235.95	1.32
CATERPILLAR INC	883,938.44	1.01
CHARLES SCHWAB	356,784.05	0.41
CITIGROUP INC	356,085.80	0.41
CREDIT AGRICOLE SA	785,130.03	0.90
DEERE & COMPANY	601,824.16	0.69
DISCOVER FINANCIAL SERVICES	333,113.75	0.38
DNB ASA	879,089.75	1.01
EXXON MOBIL CORP	381,432.75	0.44
FANNIE MAE	2,533,057.66	2.91
FEDERAL HOME LOAN BANKS	1,617,906.15	1.86
FIFTH THIRD AUTO TRUST	288,072.56	0.33
FORD CREDIT AUTO LEASE TRUST	651,164.13	0.75
FORD CREDIT AUTO OWNER TRUST	640,875.44	0.73
FREDDIE MAC	1,589,220.03	1.82
GM FINANCIAL AUTO LEASING TRUST	496,184.75	0.57
GM FINANCIAL SECURITIZED TERM	907,863.58	1.04
GOLDMAN SACHS GROUP INC	405,501.20	0.46

### Credit Quality (S&P Ratings)







### Managed Account Issuer Summary

For the Month Ending **January 31, 2020**

CITY OF ANTIOCH, CA - 04380500

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
HARLEY-DAVIDSON MOTORCYCLE TRUST	602,921.14	0.69
HERSHEY COMPANY	285,228.44	0.33
HOME DEPOT INC	232,857.68	0.27
HONDA AUTO RECEIVABLES	1,066,550.37	1.22
HONEYWELL INTERNATIONAL	167,273.54	0.19
HYUNDAI AUTO RECEIVABLES	765,832.32	0.88
IBM CORP	326,821.30	0.37
INTER-AMERICAN DEVELOPMENT BANK	856,343.28	0.98
INTERNATIONAL FINANCE CORPORATION	733,700.73	0.84
INTL BANK OF RECONSTRUCTION AND DEV	1,085,411.79	1.24
JP MORGAN CHASE & CO	821,120.00	0.94
MERCEDES-BENZ AUTO LEASE TRUST	766,569.90	0.88
MINITUBISHI UFJ FINANCIAL GROUP INC	785,047.10	0.90
MORGAN STANLEY	736,464.75	0.84
NATIONAL RURAL UTILITIES CO FINANCE CORP	479,462.25	0.55
NISSAN AUTO LEASE TRUST	297,418.76	0.34
NISSAN AUTO RECEIVABLES	1,316,364.17	1.51
NORDEA BANK AB	799,709.60	0.92
PACCAR FINANCIAL CORP	583,719.78	0.67
PFIZER INC	696,035.63	0.80
ROYAL BANK OF CANADA	968,234.30	1.11
SKANDINAVISKA ENSKILDA BANKEN AB	799,992.00	0.92
SUMITOMO MITSUI FINANCIAL GROUP INC	759,226.50	0.87
SWEDBANK AB	752,427.75	0.86
THE BANK OF NEW YORK MELLON CORPORATION	806,038.98	0.92
THE WALT DISNEY CORPORATION	216,084.46	0.25
TOYOTA MOTOR CORP	1,125,066.06	1.29
UNILEVER PLC	582,241.55	0.67
UNITED PARCEL SERVICE INC	441,996.72	0.51
UNITED STATES TREASURY	41,735,582.65	47.87
US BANCORP	416,416.55	0.48
VERIZON OWNER TRUST	775,298.94	0.89
VOLKSWAGEN AUTO LEASE TURST	221,232.42	0.25



## Managed Account Issuer Summary

For the Month Ending **January 31, 2020**

CITY OF ANTIOCH, CA - 04380500

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
VOLKSWAGEN OF AMERICA	593,688.01	0.68
WAL-MART STORES INC	531,114.48	0.61
<b>Total</b>	<b>\$87,208,008.99</b>	<b>100.00%</b>



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

<b>Security Type/Description Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 05/15/2018 2.625% 05/15/2021	9128284P2	650,000.00	AA+	Aaa	02/08/19	02/11/19	652,513.67	2.45	3,656.25	651,455.52	659,750.00
US TREASURY NOTES DTD 06/02/2014 2.000% 05/31/2021	912828WN6	2,900,000.00	AA+	Aaa	06/04/18	06/06/18	2,848,457.03	2.62	9,983.61	2,876,580.47	2,921,750.00
UNITED STATES TREASURY NOTES DTD 05/31/2019 2.125% 05/31/2021	9128286V7	3,000,000.00	AA+	Aaa	09/17/19	09/18/19	3,015,351.56	1.82	10,973.36	3,012,057.66	3,027,187.50
US TREASURY NOTES DTD 06/30/2014 2.125% 06/30/2021	912828WR7	1,300,000.00	AA+	Aaa	07/03/18	07/06/18	1,280,093.75	2.66	2,428.57	1,290,387.72	1,312,796.94
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	6,987.09	548,865.69	561,257.84
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	9,210.26	724,381.50	739,839.88
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	2,550,000.00	AA+	Aaa	09/05/18	09/07/18	2,552,091.80	2.72	32,394.70	2,551,129.57	2,602,195.44
US TREASURY NOTES DTD 10/31/2014 2.000% 10/31/2021	912828F96	1,600,000.00	AA+	Aaa	11/02/18	11/02/18	1,556,375.00	2.96	8,175.82	1,574,133.97	1,617,249.92
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	2,125,000.00	AA+	Aaa	11/08/19	11/12/19	2,107,070.31	1.69	6,786.57	2,109,074.42	2,120,683.70
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	9,581.04	2,974,054.20	2,993,906.40
US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022	9128285V8	2,300,000.00	AA+	Aaa	01/29/19	01/31/19	2,296,675.78	2.55	2,685.44	2,297,785.56	2,350,671.76
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	176.43	3,383,784.24	3,460,320.31
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	32,336.96	2,797,874.21	2,864,750.00
UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	AA+	Aaa	05/01/19	05/03/19	1,050,738.28	2.23	7,035.86	1,050,559.70	1,071,000.00



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>											
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	41.21	802,220.90	810,875.04
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	173.85	3,377,229.53	3,420,879.08
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	9,281.25	1,347,738.62	1,360,546.88
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	11,687.50	1,712,394.70	1,713,281.25
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	1,842.73	446,493.92	450,703.13
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	4,094.95	996,590.89	1,001,562.50
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	12,899.08	3,129,080.13	3,154,921.88
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	72.12	1,505,962.76	1,519,453.20
<b>Security Type Sub-Total</b>		<b>41,300,000.00</b>					<b>41,077,628.90</b>	<b>2.14</b>	<b>182,504.65</b>	<b>41,159,835.88</b>	<b>41,735,582.65</b>
<b>Supra-National Agency Bond / Note</b>											
INTERNATIONAL FINANCE CORPORATION NOTE DTD 03/16/2018 2.635% 03/09/2021	45950VLO7	725,000.00	AAA	Aaa	03/09/18	03/16/18	724,456.25	2.66	7,535.37	724,792.51	733,700.73
INTER-AMERICAN DEVELOPMENT BANK NOTE DTD 04/19/2018 2.625% 04/19/2021	4581X0DB1	845,000.00	AAA	Aaa	04/12/18	04/19/18	843,141.00	2.70	6,284.69	844,228.50	856,343.28
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	650.83	1,063,743.46	1,085,411.79
<b>Security Type Sub-Total</b>		<b>2,635,000.00</b>					<b>2,630,105.15</b>	<b>2.74</b>	<b>14,470.89</b>	<b>2,632,764.47</b>	<b>2,675,455.80</b>





**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Municipal Bond / Note</b>											
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	7,886.67	845,009.94	855,892.05
<b>Security Type Sub-Total</b>		<b>845,000.00</b>					<b>845,033.80</b>	<b>2.80</b>	<b>7,886.67</b>	<b>845,009.94</b>	<b>855,892.05</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	317,460.15	AA+	Aaa	04/11/18	04/30/18	323,774.74	2.27	941.80	320,378.56	320,715.72
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/25/2022	3137BLUR7	375,000.00	AA+	Aaa	03/13/19	03/18/19	374,533.45	2.68	848.75	374,533.45	381,987.41
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/25/2022	3137AVXN2	360,000.00	AA+	Aaa	06/12/19	06/17/19	361,321.88	2.03	706.50	360,985.04	364,826.56
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/25/2022	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.43	784.38	380,368.17	382,108.25
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022	3136AEGO4	243,594.27	AA+	Aaa	09/11/19	09/16/19	245,112.11	1.82	462.83	244,927.18	247,005.48
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022	3136AEGO4	322,683.32	AA+	Aaa	09/04/19	09/09/19	326,910.80	1.42	613.10	326,398.58	327,202.06
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	232,763.11	AA+	Aaa	12/07/18	12/17/18	232,762.41	3.11	621.28	232,762.41	236,836.46
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FQ3V3	221,235.79	AA+	Aaa	11/20/19	11/26/19	221,230.48	2.03	385.69	221,230.48	223,461.35
<b>Security Type Sub-Total</b>		<b>2,447,736.64</b>					<b>2,466,856.81</b>	<b>2.07</b>	<b>5,364.33</b>	<b>2,461,583.87</b>	<b>2,484,143.29</b>
<b>Federal Agency Bond / Note</b>											
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	14,306.25	1,574,344.74	1,617,906.15
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	1,166.67	799,621.56	819,067.20



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Federal Agency Bond / Note</b>												
FANNIE MAE NOTES		3135G0U92	800,000.00	AA+	Aaa	01/29/19	01/31/19	800,208.00	2.62	1,166.67	800,143.61	819,067.20
DTD 01/11/2019 2.625% 01/11/2022												
<b>Security Type Sub-Total</b>			<b>3,175,000.00</b>					<b>3,173,498.00</b>	<b>2.83</b>	<b>16,639.59</b>	<b>3,174,109.91</b>	<b>3,256,040.55</b>
<b>Corporate Note</b>												
AMERICAN EXPRESS CO CORP (CALLABLE) NOTE		025816BP3	325,000.00	BBB+	A3	10/23/17	10/30/17	324,577.50	2.25	1,807.36	324,892.20	325,631.15
DTD 10/30/2017 2.200% 10/30/2020												
AMERICAN EXPRESS CO CORP NOTES		025816CB3	450,000.00	BBB+	A3	02/19/19	02/22/19	449,550.00	3.05	5,962.50	449,758.57	455,536.80
DTD 02/22/2019 3.000% 02/22/2021												
JOHN DEERE CAPITAL CORP NOTES		24422EUD9	315,000.00	A	A2	03/08/18	03/13/18	314,785.80	2.90	3,496.72	314,918.21	319,285.58
DTD 03/13/2018 2.875% 03/12/2021												
NATIONAL RURAL UTIL COOP NOTE		63743HER9	300,000.00	A	A2	02/21/18	02/26/18	299,667.00	2.94	3,286.67	299,873.07	303,981.00
DTD 02/26/2018 2.900% 03/15/2021												
UNILEVER CAPITAL CORP NOTES		904764AZ0	575,000.00	A+	A1	03/19/18	03/22/18	572,061.75	2.93	5,666.15	573,852.25	582,241.55
DTD 03/22/2018 2.750% 03/22/2021												
UNITED PARCEL SERVICE CORPORATE BOND		911312BP0	440,000.00	A	A2	11/09/17	11/14/17	439,304.80	2.10	3,006.67	439,753.13	441,996.72
DTD 11/14/2017 2.050% 04/01/2021												
TOYOTA MOTOR CREDIT CORP NOTES		89236TEU5	440,000.00	AA-	Aa3	04/10/18	04/13/18	439,824.00	2.96	3,894.00	439,927.78	447,061.56
DTD 04/13/2018 2.950% 04/13/2021												
BANK OF NEW YORK MELLON CORP (CALLABLE)		06406FAA1	175,000.00	A	A1	02/16/18	02/21/18	172,726.75	2.93	1,288.19	174,107.23	176,663.90
DTD 02/19/2016 2.500% 04/15/2021												
MORGAN STANLEY CORP NOTES		61746BEA0	350,000.00	BBB+	A3	02/13/18	02/15/18	344,120.00	3.06	2,430.56	347,679.80	353,508.75
DTD 04/21/2016 2.500% 04/21/2021												
HERSHEY COMPANY CORP NOTES		427866BA5	280,000.00	A	A1	05/03/18	05/10/18	279,806.80	3.12	1,832.44	279,914.83	285,228.44
DTD 05/10/2018 3.100% 05/15/2021												



**Managed Account Detail of Securities Held**

For the Month Ending **January 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

<b>Security Type/Description</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>											
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	2,211.81	349,995.19	356,784.05
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	1,715.28	519,986.93	531,114.48
BOEING CO DTD 07/31/2019 2.300% 08/01/2021	097023CL7	130,000.00	A-	Baa1	07/29/19	07/31/19	129,994.80	2.30	1,503.31	129,996.12	130,659.23
CATERPILLAR FINANCIAL SERVICES CORP CORP DTD 09/07/2018 3.150% 09/07/2021	14913O2N8	205,000.00	A	A3	09/04/18	09/07/18	204,842.15	3.18	2,583.00	204,913.99	209,823.65
3M COMPANY DTD 09/14/2018 3.000% 09/14/2021	88579YBA8	175,000.00	AA-	A1	09/11/18	09/14/18	174,641.25	3.07	1,997.92	174,802.35	178,839.68
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	3,714.50	290,547.46	292,136.40
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	5,100.00	449,665.98	460,327.95
BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	275,000.00	A-	A2	09/22/17	09/26/17	274,560.00	2.37	2,134.00	274,812.11	275,581.63
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	3,492.00	450,000.00	450,951.75
BOEING COMPANY NOTE DTD 10/31/2014 2.350% 10/30/2021	097023BG9	300,000.00	A-	Baa1	05/21/19	05/23/19	296,922.00	2.79	1,782.08	297,774.50	302,235.60
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	1,494.31	345,853.21	356,085.80
AMERICAN HONDA FINANCE CORP NOTES DTD 10/10/2018 3.375% 12/10/2021	02665WCP4	250,000.00	A	A2	10/03/18	10/10/18	249,880.00	3.39	1,195.31	249,923.37	257,978.25
TOYOTA MOTOR CREDIT CORP BONDS DTD 01/09/2017 2.600% 01/11/2022	89236TDP7	345,000.00	AA-	Aa3	12/28/18	12/31/18	339,172.95	3.19	498.33	341,195.98	351,271.76





**Managed Account Detail of Securities Held**

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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
<b>Corporate Note</b>											
<b>NATIONAL RURAL UTIL COOP CORP NOTE</b> <b>DTD 02/05/2020 1.750% 01/21/2022</b>	<b>63743HET5</b>	<b>175,000.00</b>	<b>A</b>	<b>A2</b>	<b>01/22/20</b>	<b>02/05/20</b>	<b>174,846.00</b>	<b>1.80</b>	<b>0.00</b>	<b>174,846.00</b>	<b>175,481.25</b>
PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022	69371RP75	170,000.00	A+	A1	02/22/19	03/01/19	169,850.40	2.88	2,018.75	169,894.78	174,391.78
HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022	437076BV3	225,000.00	A	A2	11/27/18	12/06/18	224,383.50	3.34	3,046.88	224,590.77	232,857.68
3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022	88579YBF7	250,000.00	AA-	A1	02/12/19	02/22/19	249,882.50	2.77	2,864.58	249,917.28	255,342.25
EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022	30231GAJ1	375,000.00	AA+	Aaa	11/26/18	11/28/18	363,615.00	3.38	3,620.47	367,568.43	381,432.75
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	2,504.44	229,990.17	235,707.68
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	105,000.00	A+	A1	07/24/19	07/26/19	107,086.35	2.22	1,190.00	106,676.85	107,959.85
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	3,400.00	304,762.16	308,456.70
JOHN DEERE CAPITAL CORP DTD 03/07/2019 2.950% 04/01/2022	24422EUT4	275,000.00	A	A2	03/04/19	03/07/19	274,868.00	2.97	2,704.17	274,903.08	282,538.58
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	3,166.67	396,889.28	405,501.20
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	2,385.00	399,834.70	409,328.00
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	2,340.00	403,972.98	410,215.60
MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	375,000.00	BBB+	A3	04/05/19	04/09/19	372,513.75	2.97	2,062.50	373,145.73	382,956.00



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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
<b>Corporate Note</b>											
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	2,778.89	799,982.46	821,189.60
AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022	02665WCY5	550,000.00	A	A2	06/24/19	06/27/19	549,494.00	2.23	1,142.78	549,591.67	556,199.60
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	3,046.88	324,061.59	326,821.30
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	1,704.77	164,859.32	167,273.54
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	1,497.71	175,418.85	176,288.53
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	2,139.58	249,931.42	251,840.75
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	1,428.85	214,594.89	216,084.46
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	1491303A5	420,000.00	A	A3	09/03/19	09/06/19	419,416.20	1.95	3,214.17	419,492.69	422,262.54
APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	225,000.00	AA+	Aa1	09/04/19	09/11/19	224,961.75	1.71	1,487.50	224,966.60	226,006.43
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	1491303C1	250,000.00	A	A3	01/09/20	01/13/20	249,885.00	1.97	243.75	249,886.65	251,852.25
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	30.83	199,860.38	201,245.80
<b>ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023</b>	<b>00724PAA7</b>	<b>100,000.00</b>	<b>A</b>	<b>A2</b>	<b>01/22/20</b>	<b>02/03/20</b>	<b>99,863.00</b>	<b>1.75</b>	<b>0.00</b>	<b>99,863.00</b>	<b>100,509.70</b>
<b>ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023</b>	<b>00724PAA7</b>	<b>225,000.00</b>	<b>A</b>	<b>A2</b>	<b>01/23/20</b>	<b>02/03/20</b>	<b>224,948.25</b>	<b>1.71</b>	<b>0.00</b>	<b>224,948.25</b>	<b>226,146.83</b>



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<b>Corporate Note</b>											
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	8,552.00	800,000.00	821,120.00
<b>Security Type Sub-Total</b>		<b>16,115,000.00</b>					<b>16,082,053.30</b>	<b>2.71</b>	<b>120,664.28</b>	<b>16,098,594.24</b>	<b>16,371,936.33</b>
<b>Certificate of Deposit</b>											
BANK OF MONTREAL CHICAGO CERT DEPOS DTD 08/03/2018 3.190% 08/03/2020	06370REU9	725,000.00	A-1	P-1	08/01/18	08/03/18	725,000.00	3.23	11,563.75	725,000.00	730,879.75
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 10/18/2018 3.390% 10/16/2020	86565BPC9	750,000.00	A-1	P-1	10/16/18	10/18/18	748,980.00	3.46	7,627.50	749,675.44	759,226.50
SWEDBANK (NEW YORK) CERT DEPOS DTD 11/17/2017 2.270% 11/16/2020	87019U6D6	750,000.00	A-1+	P-1	11/16/17	11/17/17	750,000.00	2.30	3,546.88	750,000.00	752,427.75
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	775,000.00	A	A1	02/27/19	02/28/19	775,000.00	2.99	21,610.88	775,000.00	785,047.10
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	775,000.00	A+	Aa3	04/03/19	04/04/19	775,000.00	2.85	18,459.85	775,000.00	785,130.03
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	4,617.00	950,000.00	968,234.30
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	800,000.00	AA-	Aa3	08/27/19	08/29/19	800,000.00	1.87	6,413.33	800,000.00	799,709.60
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	800,000.00	A+	Aa2	08/29/19	09/03/19	800,000.00	1.88	6,241.33	800,000.00	799,992.00
DNB BANK ASA/NY LT CD DTD 12/04/2019 2.040% 12/02/2022	23341VZT1	875,000.00	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.04	2,826.25	875,000.00	879,089.75
<b>Security Type Sub-Total</b>		<b>7,200,000.00</b>					<b>7,198,980.00</b>	<b>2.65</b>	<b>82,906.77</b>	<b>7,199,675.44</b>	<b>7,259,736.78</b>
<b>Asset-Backed Security</b>											
GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	221,969.78	AAA	Aaa	09/18/18	09/26/18	221,952.24	3.19	215.68	221,960.58	223,094.19





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<b>Asset-Backed Security</b>											
ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	43,692.72	AAA	Aaa	05/16/17	05/24/17	43,688.16	1.96	33.79	43,691.16	43,688.07
MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	760,000.00	AAA	NR	11/15/18	11/20/18	759,982.98	3.51	1,084.27	759,982.98	766,569.90
FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	315,000.00	NR	Aaa	09/18/18	09/21/18	314,973.38	3.41	446.60	314,984.22	317,509.64
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	269,971.20	273,090.56
FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	330,000.00	AAA	Aaa	02/20/19	02/25/19	329,974.19	2.90	425.33	329,981.84	333,654.49
HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	120,000.00	AAA	Aaa	04/10/18	04/18/18	119,981.93	2.80	148.80	119,989.30	120,864.44
NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	295,000.00	AAA	Aaa	07/16/19	07/24/19	294,983.24	2.27	297.62	294,986.04	297,418.76
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	219,996.98	221,232.42
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	300,000.00	AAA	Aaa	12/04/18	12/12/18	299,996.40	3.48	426.67	299,997.46	304,385.91
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	740,000.00	AAA	Aaa	11/20/18	11/28/18	739,889.37	3.17	1,039.29	739,919.53	754,131.41
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	319,950.07	326,732.74
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	119,997.53	122,153.40
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	584,981.88	593,688.01
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	335,000.00	AAA	NR	04/03/19	04/10/19	334,955.91	2.67	396.04	334,964.34	340,581.97



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<b>Security Type/Description</b>	<b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Asset-Backed Security</b>												
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023		14313FAD1	340,000.00	AAA	NR	07/18/18	07/25/18	339,953.66	3.36	472.98	339,967.54	345,573.52
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023		65478NAD7	775,000.00	AAA	Aaa	12/04/18	12/12/18	774,851.51	3.53	1,109.11	774,887.93	791,213.62
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	189,998.62	190,265.56
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023		02004WAC5	280,000.00	NR	Aaa	02/05/19	02/13/19	279,966.18	3.13	362.13	279,973.12	284,498.51
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	284,998.20	290,852.76
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023		34533FAD3	630,000.00	NR	Aaa	03/19/19	03/22/19	629,893.97	2.79	778.40	629,913.46	640,875.44
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023		65479KAD2	515,000.00	NR	Aaa	02/05/19	02/13/19	514,921.98	2.91	663.78	514,937.69	525,150.55
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023		14042WAC4	230,000.00	AAA	Aaa	05/21/19	05/30/19	229,953.40	2.52	256.58	229,959.92	233,400.83
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023		36256XAD4	445,000.00	NR	Aaa	01/08/19	01/16/19	444,950.74	2.97	550.69	444,960.97	452,652.67
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023		31680YAD9	285,000.00	AAA	Aaa	04/30/19	05/08/19	284,937.36	2.72	334.40	284,947.26	288,072.56
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024		41284WAC4	400,000.00	NR	Aaa	06/19/19	06/26/19	399,969.04	2.95	416.00	399,972.88	402,035.32
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024		36257FAD2	450,000.00	AAA	Aaa	04/09/19	04/17/19	449,963.37	3.13	496.88	449,969.16	455,210.91
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024		14316LAC7	265,000.00	AAA	NR	04/09/19	04/17/19	264,972.92	2.90	315.64	264,977.13	269,858.64
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	554,960.52	558,730.71





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<b>Asset-Backed Security</b>											
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/20/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.86	22.10	214,974.87	216,568.23
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFX0	800,000.00	AAA	NR	08/28/19	09/05/19	799,798.56	1.73	611.56	799,815.74	804,515.20
HDMOT 2020-A A3 DTD 01/29/2020 2.350% 10/15/2024	41284UAD6	200,000.00	AAA	Aaa	01/21/20	01/29/20	199,956.38	2.36	26.11	199,956.40	200,885.82
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	NR	Aaa	10/24/19	10/31/19	329,929.12	1.90	277.20	329,932.11	333,113.75
CARMAX AUTO OWNER TRUST DTD 01/22/2020 1.890% 12/15/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.90	115.76	244,951.93	246,951.03
<b>Security Type Sub-Total</b>		<b>12,410,662.50</b>					<b>12,409,132.87</b>	<b>2.83</b>	<b>13,763.77</b>	<b>12,409,410.56</b>	<b>12,569,221.54</b>
<b>Managed Account Sub-Total</b>		<b>86,128,399.14</b>					<b>85,883,288.83</b>	<b>2.44</b>	<b>444,200.95</b>	<b>85,980,984.31</b>	<b>87,208,008.99</b>
<b>Securities Sub-Total</b>		<b>\$86,128,399.14</b>					<b>\$85,883,288.83</b>	<b>2.44%</b>	<b>\$444,200.95</b>	<b>\$85,980,984.31</b>	<b>\$87,208,008.99</b>
<b>Accrued Interest</b>											<b>\$444,200.95</b>
<b>Total Investments</b>											<b>\$87,652,209.94</b>

Bolded items are forward settling trades.



**Managed Account Security Transactions & Interest**

For the Month Ending January 31, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
<b>BUY</b>										
01/02/20	01/06/20	US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	(1,506,093.75)	(11,341.71)	(1,517,435.46)			
01/09/20	01/13/20	CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	14913Q3C1	250,000.00	(249,885.00)	0.00	(249,885.00)			
01/14/20	01/22/20	CARMAX AUTO OWNER TRUST DTD 01/22/2020 1.890% 12/15/2024	14315XAC2	245,000.00	(244,951.93)	0.00	(244,951.93)			
01/21/20	01/28/20	BANK OF NY MELLON CORP DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	200,000.00	(199,860.00)	0.00	(199,860.00)			
01/21/20	01/29/20	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/20/2024	92348TAA2	215,000.00	(214,974.82)	0.00	(214,974.82)			
01/21/20	01/29/20	HDMOT 2020-A A3 DTD 01/29/2020 2.350% 10/15/2024	41284UAD6	200,000.00	(199,956.38)	0.00	(199,956.38)			
01/22/20	02/03/20	ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	(99,863.00)	0.00	(99,863.00)			
01/22/20	02/05/20	NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022	63743HET5	175,000.00	(174,846.00)	0.00	(174,846.00)			
01/23/20	02/03/20	ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	225,000.00	(224,948.25)	0.00	(224,948.25)			
<b>Transaction Type Sub-Total</b>				<b>3,110,000.00</b>	<b>(3,115,379.13)</b>	<b>(11,341.71)</b>	<b>(3,126,720.84)</b>			
<b>INTEREST</b>										
01/01/20	01/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/25/2022	3137AVXN2	360,000.00	0.00	706.50	706.50			
01/01/20	01/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022	3136AEGQ4	336,850.55	0.00	726.03	726.03			
01/01/20	01/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/25/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			
01/01/20	01/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	322,426.69	0.00	971.91	971.91			



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 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									
<b>INTEREST</b>										
01/01/20	01/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022	3136AEGO4	254,289.14	0.00	548.08	548.08			
01/01/20	01/25/20	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	233,144.56	0.00	622.30	622.30			
01/01/20	01/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/25/2022	3137BLUR7	375,000.00	0.00	848.75	848.75			
01/01/20	01/25/20	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	224,646.34	0.00	418.02	418.02			
01/08/20	01/08/20	JOHN DEERE CAPITAL CORP NOTES DTD 01/08/2018 2.350% 01/08/2021	24422ETZ2	140,000.00	0.00	1,645.00	1,645.00			
01/11/20	01/11/20	FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	800,000.00	0.00	10,500.00	10,500.00			
01/11/20	01/11/20	FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	800,000.00	0.00	10,500.00	10,500.00			
01/11/20	01/11/20	TOYOTA MOTOR CREDIT CORP BONDS DTD 01/09/2017 2.600% 01/11/2022	89236TDP7	345,000.00	0.00	4,485.00	4,485.00			
01/15/20	01/15/20	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	400,000.00	0.00	780.00	780.00			
01/15/20	01/15/20	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	335,000.00	0.00	742.58	742.58			
01/15/20	01/15/20	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	280,000.00	0.00	679.00	679.00			
01/15/20	01/15/20	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			
01/15/20	01/15/20	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	330,000.00	0.00	797.50	797.50			
01/15/20	01/15/20	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	285,000.00	0.00	627.00	627.00			
01/15/20	01/15/20	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	285,000.00	0.00	798.00	798.00			
01/15/20	01/15/20	DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	0.00	519.75	519.75			
01/15/20	01/15/20	ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	52,801.66	0.00	76.56	76.56			





Managed Account Security Transactions & Interest

For the Month Ending January 31, 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									
<b>INTEREST</b>										
01/15/20	01/15/20	US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022	9128285V8	2,300,000.00	0.00	28,750.00	28,750.00			
01/15/20	01/15/20	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			
01/15/20	01/15/20	FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	315,000.00	0.00	837.38	837.38			
01/15/20	01/15/20	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			
01/15/20	01/15/20	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	265,000.00	0.00	591.83	591.83			
01/15/20	01/15/20	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			
01/15/20	01/15/20	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	300,000.00	0.00	800.00	800.00			
01/15/20	01/15/20	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	320,000.00	0.00	848.00	848.00			
01/15/20	01/15/20	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			
01/15/20	01/15/20	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	295,000.00	0.00	558.04	558.04			
01/15/20	01/15/20	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	230,000.00	0.00	481.08	481.08			
01/15/20	01/15/20	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	0.00	281.83	281.83			
01/15/20	01/15/20	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			
01/15/20	01/15/20	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	340,000.00	0.00	886.83	886.83			
01/15/20	01/15/20	HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	120,000.00	0.00	279.00	279.00			
01/16/20	01/16/20	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			
01/16/20	01/16/20	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	450,000.00	0.00	993.75	993.75			



**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
	01/18/20	01/18/20	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	120,000.00	0.00	283.00	283.00			
	01/20/20	01/20/20	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	0.00	897.25	897.25			
	01/20/20	01/20/20	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	270,000.00	0.00	670.50	670.50			
	01/20/20	01/20/20	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			
	01/20/20	01/20/20	GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	230,000.00	0.00	609.50	609.50			
	01/20/20	01/20/20	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	0.00	364.83	364.83			
	01/23/20	01/23/20	INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	1,065,000.00	0.00	14,643.75	14,643.75			
	01/31/20	01/31/20	US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	0.00	13,125.00	13,125.00			
	01/31/20	01/31/20	US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	3,600,000.00	0.00	33,750.00	33,750.00			
	01/31/20	01/31/20	US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	3,375,000.00	0.00	31,640.63	31,640.63			
	01/31/20	01/31/20	US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	800,000.00	0.00	7,500.00	7,500.00			
<b>Transaction Type Sub-Total</b>					<b>28,974,158.94</b>	<b>0.00</b>	<b>189,166.32</b>	<b>189,166.32</b>			
<b>PAYDOWNS</b>											
	01/01/20	01/25/20	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	381.45	381.45	0.00	381.45	0.00	0.00	
	01/01/20	01/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022	3136AEGQ4	10,694.87	10,694.87	0.00	10,694.87	(66.64)	0.00	
	01/01/20	01/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	4,966.54	4,966.54	0.00	4,966.54	(98.79)	0.00	
	01/01/20	01/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022	3136AEGQ4	14,167.23	14,167.23	0.00	14,167.23	(185.60)	0.00	





**Managed Account Security Transactions & Interest**

For the Month Ending **January 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>PAYDOWNS</b>											
	01/01/20	01/25/20	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	3,410.55	3,410.55	0.00	3,410.55	0.08	0.00	
	01/15/20	01/15/20	ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	9,108.94	9,108.94	0.00	9,108.94	0.95	0.00	
	01/20/20	01/20/20	GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	8,030.22	8,030.22	0.00	8,030.22	0.63	0.00	
<b>Transaction Type Sub-Total</b>					<b>50,759.80</b>	<b>50,759.80</b>	<b>0.00</b>	<b>50,759.80</b>	<b>(349.37)</b>	<b>0.00</b>	
<b>SELL</b>											
	01/02/20	01/06/20	US TREASURY NOTES DTD 01/31/2016 1.375% 01/31/2021	912828N89	1,500,000.00	1,496,132.81	8,911.35	1,505,044.16	26,132.81	6,765.75	FIFO
	01/09/20	01/13/20	PACCAR FINANCIAL CORP NOTES DTD 02/27/2018 2.800% 03/01/2021	69371RN93	240,000.00	242,836.80	2,464.00	245,300.80	2,954.40	2,882.40	FIFO
	01/14/20	01/16/20	IBM CORP CORP NOTES DTD 02/06/2018 2.650% 02/05/2021	44932HAG8	125,000.00	126,100.00	1,481.42	127,581.42	1,161.25	1,122.08	FIFO
	01/21/20	01/28/20	BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 02/19/2016 2.500% 04/15/2021	06406FAA1	200,000.00	201,662.00	1,430.56	203,092.56	4,260.00	2,689.24	FIFO
	01/22/20	01/29/20	JOHN DEERE CAPITAL CORP NOTES DTD 01/08/2018 2.350% 01/08/2021	24422ETZ2	140,000.00	140,768.60	191.92	140,960.52	841.40	792.00	FIFO
	01/22/20	01/29/20	JOHN DEERE CAPITAL CORP NOTES DTD 03/13/2018 2.875% 03/12/2021	24422EUD9	60,000.00	60,786.60	656.46	61,443.06	827.40	802.26	FIFO
	01/22/20	02/05/20	US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	175,000.00	176,127.93	45.07	176,173.00	4,313.48	3,222.47	FIFO
	01/23/20	02/03/20	US TREASURY NOTES DTD 05/15/2018 2.625% 05/15/2021	9128284P2	225,000.00	227,988.28	1,298.08	229,286.36	2,118.16	2,486.57	FIFO
<b>Transaction Type Sub-Total</b>					<b>2,665,000.00</b>	<b>2,672,403.02</b>	<b>16,478.86</b>	<b>2,688,881.88</b>	<b>42,608.90</b>	<b>20,762.77</b>	
<b>Managed Account Sub-Total</b>						<b>(392,216.31)</b>	<b>194,303.47</b>	<b>(197,912.84)</b>	<b>42,259.53</b>	<b>20,762.77</b>	
<b>Total Security Transactions</b>						<b>(392,216.31)</b>	<b>\$194,303.47</b>	<b>(197,912.84)</b>	<b>\$42,259.53</b>	<b>\$20,762.77</b>	

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

**SUBMITTED BY:** Kevin Scudero, Associate Planner *BS*

**APPROVED BY:** Forrest Ebbs, Community Development Director *FE*

**SUBJECT:** Aviano Home Size Modifications (UP-19-15, AR-19-23)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the use permit and design review application for home size modifications for the Aviano project.

**DISCUSSION**

Request

The applicant is requesting use permit and design review approval for four new home plans, in addition to the twelve previously approved home plans, for the Aviano project.

Environmental

An Environmental Impact Report (EIR) was prepared in 2008 and certified in 2009 for the Aviano Adult Community project in conformance with the California Environmental Quality Act. On September 8, 2015 the City Council approved the resolution adopting the Addendum to the Environmental Impact Report for the Aviano Adult Community Project, which determined: 1) substantial changes were not proposed in the project which required major revisions to the 2008 EIR; 2) there were no substantial changes with respect to the circumstances under which the project was being undertaken that required major revisions to the 2008 EIR; and, 3) there was no new information which was not known or could not have been known at the time the 2008 EIR was certified. The proposed design review and use permit request is consistent with the project analyzed in the Addendum; therefore, no further environmental review is required.

Background

The Aviano Project is a residential development on a portion of approximately 184 acres. The project is comprised of: 533 single family units on 107 acres, including local streets; 16.9 acres of parks, including basins; 15 acres of private parks (11.4 exclusive of basins); 12 acres of arterial roads (including Hillcrest Avenue, Sand Creek Road, Dozier-Libbey Road and master entry roads); three acres of arterial road frontage landscaping; 10 acres of landscaping/basins/Sand Creek regional trail south of Sand Creek Road; and 35 acres of open space south of Sand Creek Road. The current project would also include construction of roadway and utility improvements that would serve the AUSD Dozier-Libbey Medical High School (Medical High School) adjacent to the southwest corner of the site (Hillcrest Avenue, Sand Creek Road and Dozier-Libbey Road).

The project site was previously entitled by the City of Antioch in 2009 for the development of a 533-unit active adult community, called the Aviano Adult Community Project. The current project applicant proposed a similar development for 533 single-family market rate homes, removing the “age restriction” component of the previous project. On September 8, 2015, the City Council approved the following entitlements for the current project:

1. Resolution adopting the Addendum to the Environmental Impact Report for the Aviano Adult Community Project.
2. Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC.
3. Resolution approving a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02).
4. Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).
5. Resolution approving a Vesting Tentative Map/Final Development Plan and Use Permit for Phase 1 consisting of 127 units (UP-14-15).

On October 9, 2016 the Planning Commission approved the following entitlements for the project:

1. Resolution approving design review for the for the 533-unit single family development consisting of building architecture, mailboxes, landscaping, parks, sound walls, fencing and entry features (AR-16-02) and Use Permit for Phase 2 and 3 consisting of 227 units and 179 units respectively (UP-16-14).

On February 19, 2020 the Planning Commission reviewed the proposed home size modifications and recommended that the City Council approve the use permit and design review application on a 4-0 vote with two Commissioners absent.

### Project Overview

The project currently has twelve approved plans, each with three elevations per floor plan. The square footages of these approved homes range from 1,804 sq. ft. to 3,758 sq. ft. The applicant is proposing to introduce four new plans with three elevations per plan with square footages ranging from 1,449 sq. ft. to 2,179 sq. ft. The applicant is requesting approval of the four new plans in order to bring more diversity of housing types into the community while meeting current market needs and demands. A summary of both the previously approved and proposed floor plans are detailed in the table below:

<b>Aviano 5000 Approved Home Size Summary Table</b>				
<b>Home</b>	<b>Size (s.f.)</b>	<b>Bedrooms</b>	<b>Baths</b>	<b>Stories</b>
Plan 1	1,804	3	2	1
Plan 2	1,862	3	2.5	2
Plan 3	2,037	3 (opt.4th)	2	1
Plan 4	2,240	3 (opt.4th)	2.5 (opt. 3rd w/ 4 bed)	2
Plan 5	2,402	4 (opt.5th)	3	2
Plan 6	2,565	4	3	2
Plan 7	2,731	4	2.5	2
Plan 8	2,962	4 (opt.5th)	3.5	2
<b>Aviano 6000 Approved Home Size Summary Table</b>				
<b>Home</b>	<b>Size (s.f.)</b>	<b>Bedrooms</b>	<b>Baths</b>	<b>Stories</b>
Plan 1	2,320	4 (den opt. for 3)	2.5	1
Plan 2	2,851	4 (opt. 5)	3.5	2
Plan 3	3,479	4 (opt. 5)	3.5	2
Plan 4	3,758	5	4	2
<b>Aviano Proposed Home Size Summary Table</b>				
<b>Home</b>	<b>Size (s.f.)</b>	<b>Bedrooms</b>	<b>Baths</b>	<b>Stories</b>
Plan 13	1,449	3	2	1
Plan 14	1,661	4	2	1
Plan 15	1,876	4	3	2
Plan 16	2,179	4 (opt. 5)	3	2

The Aviano development consists of 533 single family lots of which 345 are 5,000 square feet and the remaining 188 are 6,000 square feet. The four new home plans being introduced are designed to fit on all 533 lots, along with the eight previously “Aviano 5000” plans detailed in the table above. The previously approved “Aviano 6000” plans, detailed in the table above, are designed to fit on the remaining 188 lots, which is 35% of the project.

Architecture

The applicant is proposing four new home plans ranging in size from 1,449 to 2,179 square feet. Each plan includes three architectural styles, Farmhouse, Tuscan, and Craftsman. Themed specific siding, shutters, stone veneer garage door, window mullions, lighting and roof tiles are included for each architectural style. Each plan also includes enhanced facades at the street corners. The enhancements for each home plan are detailed on the project plans (Attachment C). The architectural styles are consistent with the previously approved “Aviano 5000” homes. Additionally, the color and materials sheets are included as Attachment “D” to the staff report.

All of the proposed home plans are forty-feet wide and have 20'x20' two-car garages. Three of the four home plans have the garage recessed behind the main living portion of the home while one home plan has the garage extend beyond the main portion of the living space, which is consistent with Section 6.1.3E1 of the Citywide Design Guidelines. Each garage door also has an architectural themed style with an option for glazing insert.

Each architectural theme is discussed individually and, in more detail, below.

### Craftsman

The Craftsman theme features a predominant gable roof with concrete “shake” tiles. The exterior is stucco siding with a cultured stone veneer in the locations depicted on the project plans. The entrances to the Craftsman models are enhanced with columns, gable end treatment, shaped corbels and stone veneer. Staff has included a condition of approval that the stone veneer on Craftsman plan 13 and plan 14 be wrapped to the fence line and on plan 16 that the stone be wrapped to the fence line and entryway, which is consistent with the requirements on the previous design review approval. Additionally, the project plans indicate that the stone veneer around the porch posts is included as an option. Staff has included a condition of approval that stone veneer around the porch posts be standard on each home, which is consistent with the previously approved “Aviano 5000” plans.

### Tuscan

The Tuscan theme features predominantly hipped roofs with concrete “S” tiles. The exterior is stucco siding with a stone veneer and stucco over foam trim. The entrances to the Tuscan models are enhanced using a raised heel at the roof entry with stone veneer columns. The homes also feature plank and batten shutters at the entry and street corner facades.

### Farmhouse

The Farmhouse theme features a predominantly gable roof with concrete slate-look tiles. The exterior is stucco siding with a board and batten siding accent and a wood trim around the board and batten siding. The entrances to the Farmhouse models are enhanced with Farmhouse themed wood posts and vertical board and batten. The homes also feature gable end treatment with faux vent gables and decorative shutters with pot shelves for the enhanced elevations.

### Use Permit

In response to the negative effects of product downsizing during the downturn in the residential market in the 1990's, the City Council adopted and implemented Article 22 of the Municipal Code. This section requires that any change in unit mix that affects average unit size be required to obtain a use permit, subject to City Council approval with review by the Planning Commission. The home size modification ordinance states that four criteria, which are not exhaustive, will be considered when reviewing and evaluating the requested changes in addition to the standard design review criteria. A discussion of how the project meets the four criteria is provided below:



- 1) The design and width of the front elevation will be comparable with, but not necessarily equal to, the previous approval so that any change in unit size will not substantially impact the width of the houses as viewed from the street.

The current Aviano home plans have widths that range from 35-50 feet. The four new proposed home plans all have a width of 40 feet. The four new home plan widths are in line with the currently approved home plans and would not substantially impact the widths of the houses as viewed from the street.

- 2) The quality of building materials shall be at least comparable to the previously approved product(s). The architecture shall not be significantly simplified, unless it can be found that the proposed form is desirable for the style of house proposed.

The proposed building materials in the four new home plans are comparable to the previously approved products. The architecture has various wall planes to provide depth and massing and similar enhancements to the previously approved home plans for street side and project entry facades.

- 3) The proposed architecture should be compatible with the previously approved project.

The four new home plans contain many of the same architectural elements. The architecture maintains the same Tuscan, Farmhouse, and Craftsman themes. These architectural elements include the stucco finish, tile roofs, cultured stone veneer, board and batten siding and decorative shutters. The applicant will still be offering the previously approved home plans which will allow for continuity throughout the subdivision.

- 4) If the proposed units are larger than the previously approved project, then the issue of building mass shall be considered.

The four new home plans are not larger than the previously approved plans types so building mass will not be an issue.

In summary, the project meets the four criteria to be considered when reviewing requests for home size modifications.

### **ATTACHMENTS**

- A. Resolution
- B. Planning Commission Resolution 2016-21
- C. Project Plans
- D. Color and Materials Sheets
- E. Aviano 5000 Elevations
- F. Project Description

ATTACHMENT A

**CITY COUNCIL  
RESOLUTION NO. 2020-\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
THE USE PERMIT AND DESIGN REVIEW APPLICATION TO INTRODUCE FOUR  
NEW HOME PLANS INTO THE AVIANO PROJECT**

**WHEREAS**, the City Council for the City of Antioch did receive a request for approval of a use permit and design review application from DeNova Homes to introduce four new home plans into the Aviano Project. The project site is located west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APN's 057-030-005 and 057-030-022) (UP-19-15, AR-19-23);

**WHEREAS**, the City Council of the City of Antioch adopted Resolution No. 2009/54 Certifying the Environmental Impact Report ("EIR") for the Aviano Active Adult Community Project as adequate for addressing the environmental impacts of the project;

**WHEREAS**, the City of Antioch prepared an Environmental Impact Comparison and determined that the appropriate environmental document for the proposed Aviano Project is an Addendum to the Aviano Active Adult Community Project EIR;

**WHEREAS**, the City Council on August 25, 2015 duly held a public hearing and received and considered evidence, both oral and documentary and adopted the Addendum to the Aviano Active Adult Community Project EIR, adopted an Ordinance approving a Development Agreement, adopted a resolution approving a General Plan Amendment for the purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site, adopted an Ordinance to rezone and modify the Planned Development District ("PD") Development Standards for the Aviano Project, and adopted a Resolution approving a Vesting Tentative Map/Final Development Plan and Phase 1 Use Permit for the Aviano Project;

**WHEREAS**, the Planning Commission on October 19, 2016 duly held a public hearing and received and considered evidence, both oral and documentary and adopted Resolution No. 2016-21 approving a Use Permit for Phase 2 and 3 and Design Review for all 533 units in the Aviano Project;

**WHEREAS**, the Planning Commission on February 19, 2020 duly held a public hearing and received and considered evidence, both oral and documentary and approved the resolution recommending the City Council approve the use permit and design review application to introduce four new home plans into the Aviano project;

**WHEREAS**, the City Council duly gave notice of public hearing as required by law; and,

**WHEREAS**, the City Council on March 10, 2020, duly held a public hearing, received and considered evidence, both oral and documentary.

**NOW, THEREFORE, IT BE RESOLVED** that the City Council does hereby make the following findings for approval of a Use Permit:

1. The granting of such Use Permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The use permit will allow the developer to provide a broader range of home sizes to prospective buyers and the development of the subdivision will construct necessary infrastructure to serve the City of Antioch and future development.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

The site is an approved residential planned development. A use permit is required to modify the home sizes per Antioch Municipal Code Section 9-5.22.

3. The site for the proposed use is adequate in size and shape to accommodate such use, and all parking, and other features required.

The proposed residential subdivision lots are adequate in size to accommodate the proposed home models.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The project will construct an extension of Hillcrest Avenue and Sand Creek Road to serve the project site. The street extensions are designed to meet City standards for adequate width and pavement.

5. The granting of such Use Permit will not adversely affect the comprehensive General Plan.

The granting of the Use Permit will not adversely affect the General Plan as the proposed single-family homes are in compliance with the General Plan.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch does hereby **APPROVE** UP-19-15, AR-19-23 to allow the four new home plans for the Aviano Project located at west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APN's 057-030-005 and 057-030-022) subject to the following conditions:

**A. GENERAL CONDITIONS**

1. This approval applies to the introduction of four new home plans to the Aviano development as depicted on the project plans submitted to the City of Antioch on November 20, 2019.
2. All conditions of approval contained in Planning Commission Resolution 2016-21 (Attachment B) are applicable to this approval unless modified herein.
3. The developer shall provide as an option to buyers the previously approved plans, as well as the four new plans presented to the Planning Commission on February 19, 2020.
4. The stone veneer on Craftsman Plan 13 and Plan 14 shall be wrapped to the fence line and on Plan 16 the stone shall be wrapped to the fence line and project entry.
5. The optional stone on the porch posts on the Craftsman plans shall be required.
6. This approval expires two years from the date of approval (Expires March 10, 2022) or alternate date as identified in the Development Agreement.

\* \* \* \* \*

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 10th day of March 2020.

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

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

# ATTACHMENT "B"

## PLANNING COMMISSION RESOLUTION NO. 2016-21

### RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH APPROVING THE DESIGN REVIEW AND USE PERMIT FOR PHASE TWO AND PHASE THREE OF THE AVIANO PROJECT

**WHEREAS**, the City Council of the City of Antioch adopted Resolution No. 2009/54 Certifying the Environmental Impact Report (EIR) for the Aviano Active Adult Community Project as adequate for addressing the environmental impacts of the project; and

**WHEREAS**, the City received an application from Aviano Farms, LLC to modify the Aviano Active Adult Community Project, including a request for a Development Agreement, General Plan Amendment, Planned Development Rezone, a Vesting Tentative Map/Final Development Plan, and a Use Permit, for the development of a 533 unit residential community on a portion of approximately 184 acres. The project is located on the easterly side of the Sand Creek Focus Area, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APNs 057-050-022, 057-030-005); and

**WHEREAS**, the City prepared an Environmental Impact Comparison and determined that the appropriate environmental document for the proposed Aviano Farms, LLC project is an Addendum to the Aviano Active Adult Community Project EIR; and

**WHEREAS**, the City Council, after notice, held a public hearing before said Council on August 25, 2015, and adopted the Addendum to the Aviano Active Adult Community Project EIR, adopted an Ordinance approving a Development Agreement, adopted a resolution approving a General Plan Amendment for the purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site, adopted an Ordinance to rezone and modify the Planned Development District (PD) Development Standards for the Aviano Farms Project, and adopted a Resolution approving a Vesting Tentative Map/Final Development Plan and Use Permit for the Aviano Farms Project.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Planning Commission does hereby make the following findings for approval of a use permit:

1. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because the project has been designed to comply with the City of Antioch Municipal Code requirements.



2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance requires a use permit for all Planned Development District (PD) applications.
3. That the site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood. The site plan complies with the Planned Development standards established for the project's Planned Development District.
4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use. The project site will construct an extension of Hillcrest Avenue and Sand Creek Road to serve the project site. The street extensions are designed to meet City standards for adequate width and pavement.
5. That the granting of such use permit will not adversely affect the comprehensive General Plan because the proposed uses and design are consistent with the General Plan. The General Plan designation for the northern portion of the project site is Low Density Residential, which allows for the type of residential development proposed by the project. The General Plan designations for the southern portion of the project site are Hillside, Estate and Executive Residential and Open Space, Public/Quasi Public and Multiple Family Residential. The proposed Sand Creek Regional Trail, dedicated open space parcels are consistent with the General Plan designations and the need for habitat preservation on the site.
6. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

**NOW THEREFORE BE IT RESOLVED** that the Planning Commission of the City of Antioch does hereby APPROVE design review for the 533 units and a use permit, for Phase two and Phase three of the Aviano residential community. The project is located on the easterly side of the Sand Creek Focus Area, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libbey Medical High School (APNs 057-050-022, 057-030-005), subject to the following conditions:

**A. GENERAL CONDITIONS**

1. The development shall comply with all requirements and conditions of the 2015 City Council approval including the following:
  - a. Resolution 2015/66 adopting the Addendum to the Environmental

- b. Impact Report for the Aviano Farms Project;
- b. Ordinance 2107-C-S approving a Development Agreement between the City of Antioch and Aviano Farms, LLC;
- c. Resolution 2015/67 approving a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site for the Aviano Farms Project;
- d. Ordinance 2108-C-S approving a Rezone to Modify the planned Development Standards for the Aviano Farms Project; and
- e. Resolution 2015/68 approving a Vesting Tentative Map/Final Development Plan and Use Permit for the Aviano Farms Project.

The Design Review and Use Permit shall not be acted upon until the Development Agreement has been fully executed.

2. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions or in the development agreement.
3. This approval expires two years from the date of approval (Expires October 19, 2018) or alternate date as identified in the Development Agreement.
4. The applicant shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, applicant shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
5. Permits or approvals, whether discretionary or ministerial, will not be considered if the applicant is not current on fees, reimbursement and/or other payments that are due the City.
6. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.

**B. CONSTRUCTION CONDITIONS**

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Requests for alternative days/time may be submitted in writing to the City Engineer for consideration.

2. The project shall be in compliance with and supply all the necessary documentation for AMC 6-3.2: Construction and Demolition Debris Recycling.
3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with a contact number of the applicant, City staff, and the air quality control board.
4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

**C. SITE AND PROJECT DESIGN**

1. Side and/or rear home elevations shall be enhanced at all community edge lots as indicated in the Aviano 5000 and 6000 Plans dated August 2016 and the Aviano Lot Mix Exhibit (see Attachment G of the October 19, 2016 City of Antioch Planning Commission Staff Report).
2. Side and/or rear home elevations shall be enhanced for properties that abut the pedestrian open space areas (Lots 44, 45, 94, 111, 129, 152, 152, 162-164, 241-258, and 285-298).
3. Prior to building permit approval, the applicant shall submit mailbox designs subject to review and approval by the City of Antioch Community Development Director.

**D. LANDSCAPING**

1. The park design shall tie the park area and the area in the PG&E easement together, but have an easily definable demarcation of the portion of the landscaping to be maintained by the Home Owners Association (HOA) (C.3 basins in the PG&E easement) and what is maintained by the City Landscape and Lighting District (LLD) (Parcel L and P parks) to the satisfaction of the City Engineer.

*Parcel L Park*

2. Surface treatments, fencing, and planting shall be complementary to Chaparral Park. Irrigation and other items shall be tied to Chaparral Park for ease of maintenance as approved by the City Engineer.
3. Provide pathway security lighting with motion sensor and dimming features as approved by the City Engineer.

4. Provide sufficient trash and recycling receptacles as approved by the City Engineer.
5. Provide for adequate and positive drainage of all site areas as approved by the City Engineer
6. Provide bollards at all street access points as approved by the City Engineer.
7. Provide a three (3') foot high decorative fence or other means of preventing vehicle access to the parks along all street frontages as approved by the City Engineer.
8. Provide sufficient trash and recycling receptacles as approved by the City Engineer.
9. Provide barbecue areas near picnic areas as approved by the City Engineer and Parks and Recreation Director.
10. Furnish and install standard City of Antioch park name signs with a distinctive entry treatment as well as park watch signs at the main park entrances as approved by the City Engineer.
11. Provide curb extensions (bulbouts) at decorative crosswalk to the trail system to the south as approved by the City Engineer.
12. Chain-link fencing may not be used for any purpose in the project.

*Parcel P Park*

13. Children's play area shall be accessible with poured-in-place rubber chip mat.
14. Install a play lot large enough to provide playground equipment for children ages 2-12 including swings.
15. Provide drinking fountains near the children's play area and meadow/field.
16. Provide pathway security lighting with motion sensor and dimming features as approved by the City Engineer.
17. Provide water and sewer stubs and a suitable location for a potential restroom facility including drinking fountains as approved by the City Engineer.

18. Provide bollards at all street access points as approved by the City Engineer.
19. Provide a three (3') foot high decorative fence or other means of preventing vehicle access to the parks along all street frontages as approved by the City Engineer. Chain link fencing is not acceptable.
20. Provide bicycle racks near the main play areas and meadow/field as approved by the City Engineer.
21. Provide sufficient trash and recycling receptacles as approved by the City Engineer.
22. Provide barbecue areas near picnic areas as approved by the City Engineer and Parks and Recreation Director.
23. Furnish and install standard City of Antioch park name signs with a distinctive entry treatment as well as park watch signs at the main park entrances as approved by the City Engineer.
24. Provide for adequate and positive drainage of all site areas as approved by the City Engineer
25. All walkways to be constructed of concrete and wide enough for use by City maintenance vehicles as approved by the City Engineer.
26. Construct a shade structure near the play area and over 25 percent of the picnic tables as approved by the City Engineer.
27. Provide decorative (non-fence) means of separating City maintained Parcel P Park from the HOA maintained C.3 drainage basins/trail area such as edge of walkway or meandering cobble band as approved by the City Engineer.

*Trails at C.3 basins/PG&E Right of Way and Adjacent Paths*

28. Provide pathway security lighting with motion sensor and dimming features as approved by the City Engineer.
29. Provide path access to court.
30. Provide bollards at all street access points as approved by the City Engineer.



- 31. Provide a three (3') foot high decorative fence or other means of preventing vehicle access to the parks along all street frontages as approved by the City Engineer. Chain link fencing is not acceptable.
- 32. All walkways to be constructed of concrete and wide enough for use by HOA and PG&E maintenance vehicles as approved by the City Engineer.
- 33. Provide trash and recycling receptacles at locations where paths meet the street as approved by the City Engineer.
- 34. Provide ADA compliant ramps opposite all paths with crosswalks, signs, and legends as approved by the City Engineer.
- 35. Fencing adjacent to residential lots shall be 6' black tubular steel, masonry, or a combination thereof, as approved by the City Engineer.

*Trails South of Sand Creek Road*

- 36. All fencing adjacent to open space (trails and basins), shall be wrought iron or other material, excluding chain link, as approved by the City Engineer. Fencing adjacent to the basins south of Sand Creek Road shall be a minimum 60" in height.
- 37. The bottoms and slopes of the C.3 basins shall be landscaped to enhance the trail experience. Landscaping a minimum of 10' in width with native shade trees and benches shall be provided along the trails south, west, east, and between the basins.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 19<sup>th</sup> day of October, 2016, by the following vote:

**AYES: Husary, Zacharatos, Mason and Conley**

**NOES: None**

**ABSENT: Parsons, Hinojosa and Motts**

**ABSTAIN: None**

  
 \_\_\_\_\_  
**FORREST EBBS**  
 Secretary to the Planning Commission



# DeNOVA AT AVIANO

## ANTIOCH, CALIFORNIA

ATTACHMENT "C"



PLAN 13C - FARMHOUSE

PLAN 15A - TUSCAN

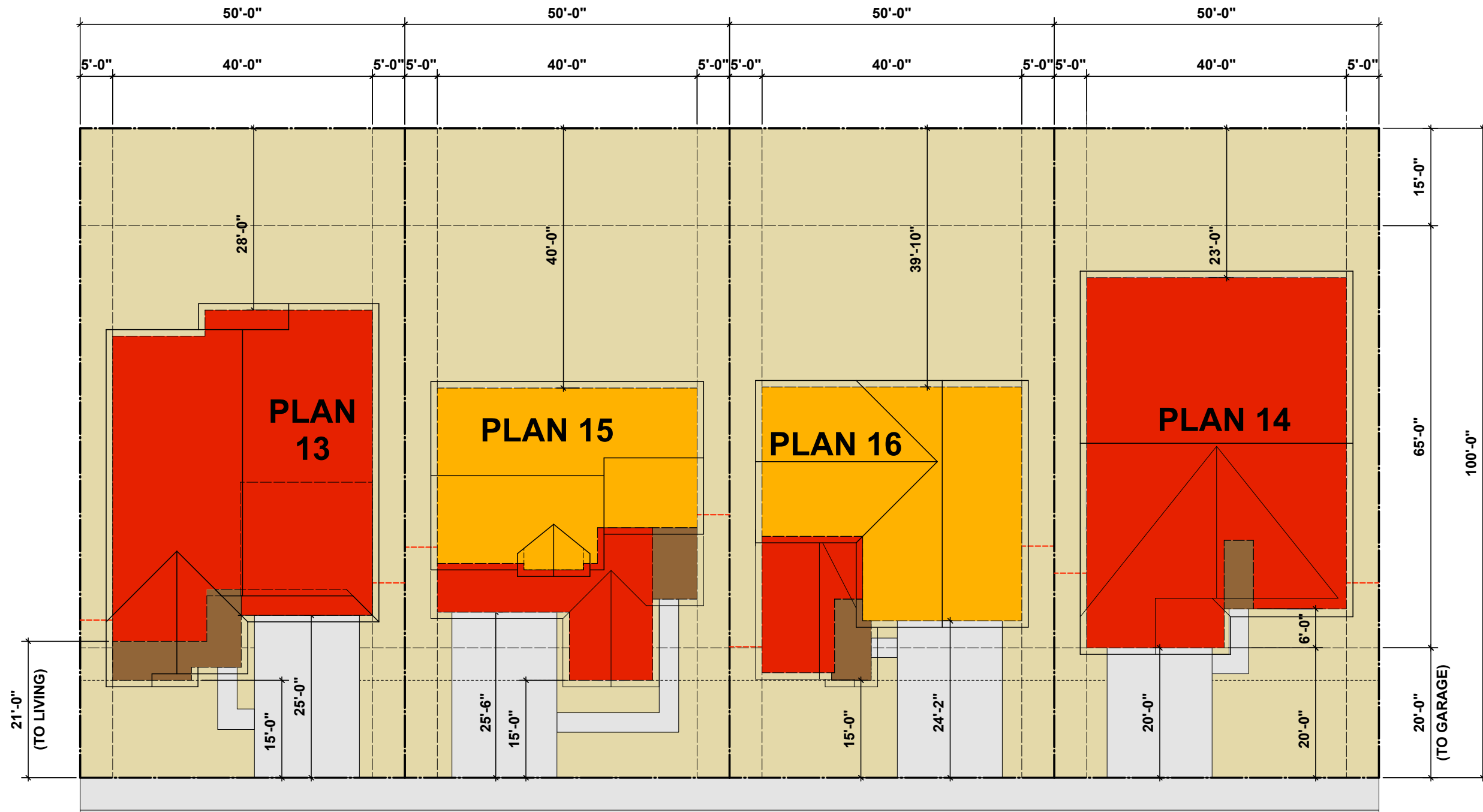
PLAN 16C - FARMHOUSE

PLAN 14B - CRAFTSMAN

SHEET INDEX			
T-1	COVER SHEET		
AP-1	BUILDING ARTICULATION PLAN		
A-1	PLAN 13 - FLOOR PLAN	A-5	PLAN 14 - FLOOR PLAN
A-2	PLAN 13- ELEVATION 'A' (TUSCAN)	A-6	PLAN 14 - ELEVATION 'A' (TUSCAN)
A-3	PLAN 13- ELEVATION 'B' (CRAFTSMAN)	A-7	PLAN 14 - ELEVATION 'B' (CRAFTSMAN)
A-4	PLAN 13 - ELEVATION 'C' (FARMHOUSE)	A-8	PLAN 14 - ELEVATION 'C' (FARMHOUSE)
		A-9	PLAN 15 - FLOOR PLAN
		A-10	PLAN 15 - ELEVATION 'A' (TUSCAN)
		A-11	PLAN 15 - ELEVATION 'B' (CRAFTSMAN)
		A-12	PLAN 15 - ELEVATION 'C' (FARMHOUSE)
		A-13	PLAN 16 - FLOOR PLAN
		A-14	PLAN 16 - ELEVATION 'A' (TUSCAN)
		A-15	PLAN 16 - ELEVATION 'B' (CRAFTSMAN)
		A-16	PLAN 16 - ELEVATION 'C' (FARMHOUSE)

C1





LOT COVERAGE - PLAN 13	
	Area
Building Footprint	2000
Lot Sq. Ft.	5000
Lot Coverage	40.00%

LOT COVERAGE - PLAN 15	
	Area
Building Footprint	1501
Lot Sq. Ft.	5000
Lot Coverage	30.02%

LOT COVERAGE - PLAN 16	
	Area
Building Footprint	1582
Lot Sq. Ft.	5000
Lot Coverage	31.64%

LOT COVERAGE - PLAN 14	
	Area
Building Footprint	2166
Lot Sq. Ft.	5000
Lot Coverage	43.32%

**COLOR KEY**

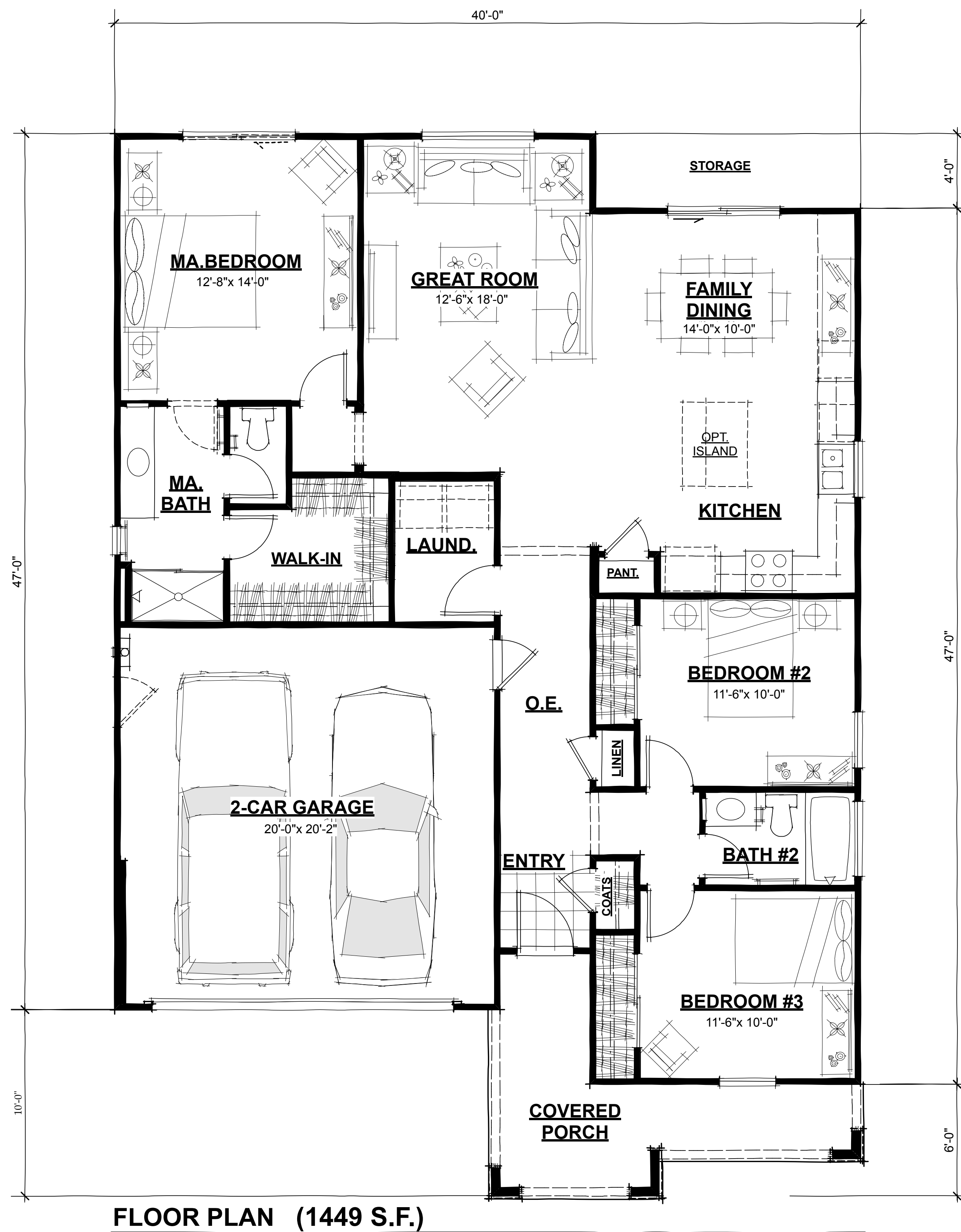
- Second Story Massing
- First Story Massing
- Covered Porch/Patio (One-story element)
- Paved Driveway (see Site Plan for Actual Configuration)
- Proposed Fence Line

**SETBACK VARIATIONS**

This Articulation Plan depicts the median lot size. Setbacks will vary according to actual lot width and depth. See Development Plan for specific building locations on lots

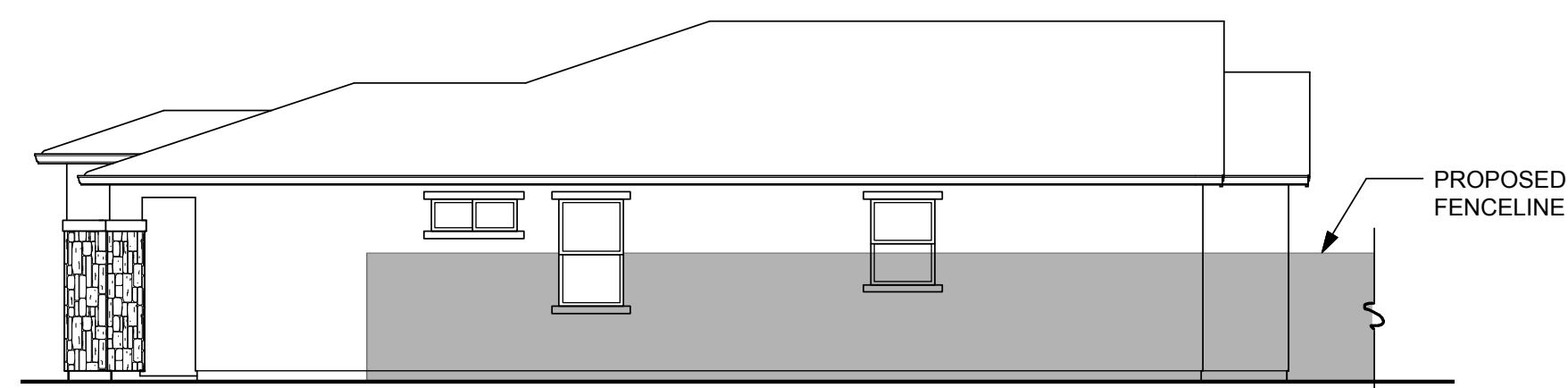
**BUILDING ARTICULATION PLAN  
DeNOVA AT AVIANO  
Antioch, California**

**02**

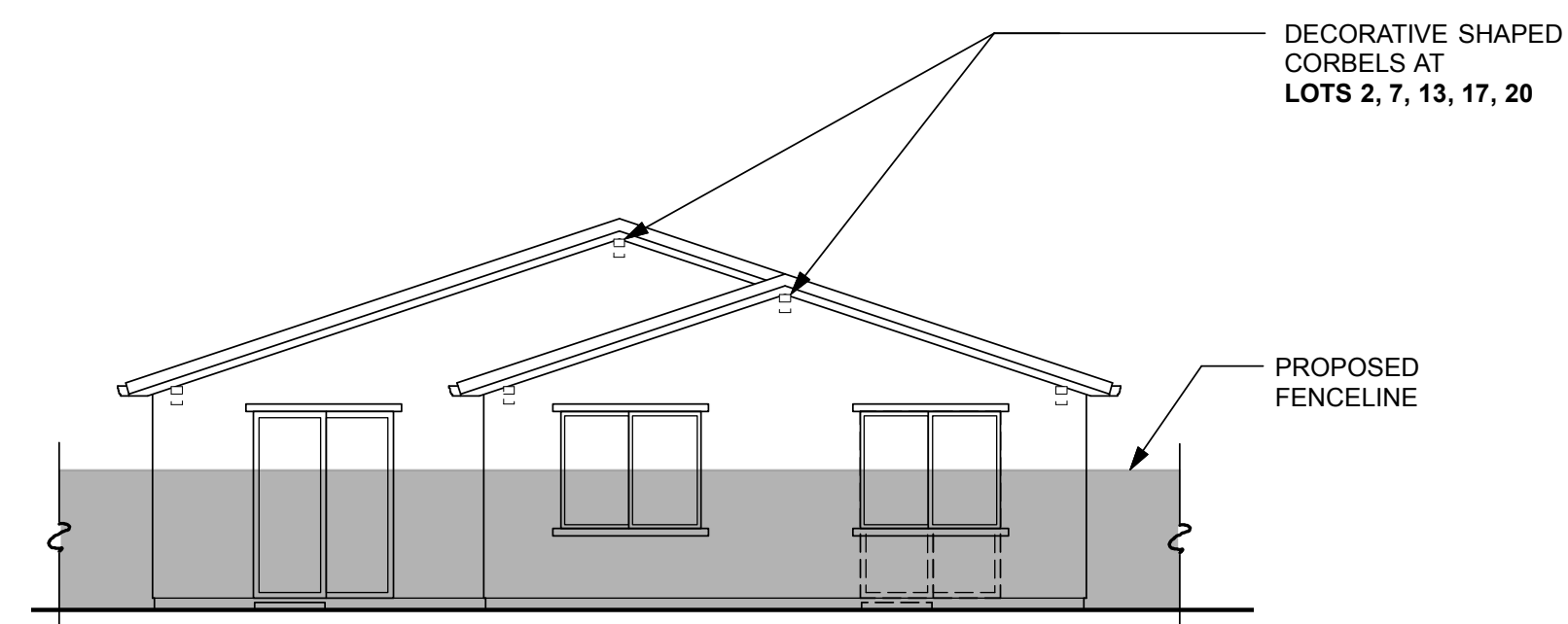


**PLAN 13 (140-1449)**

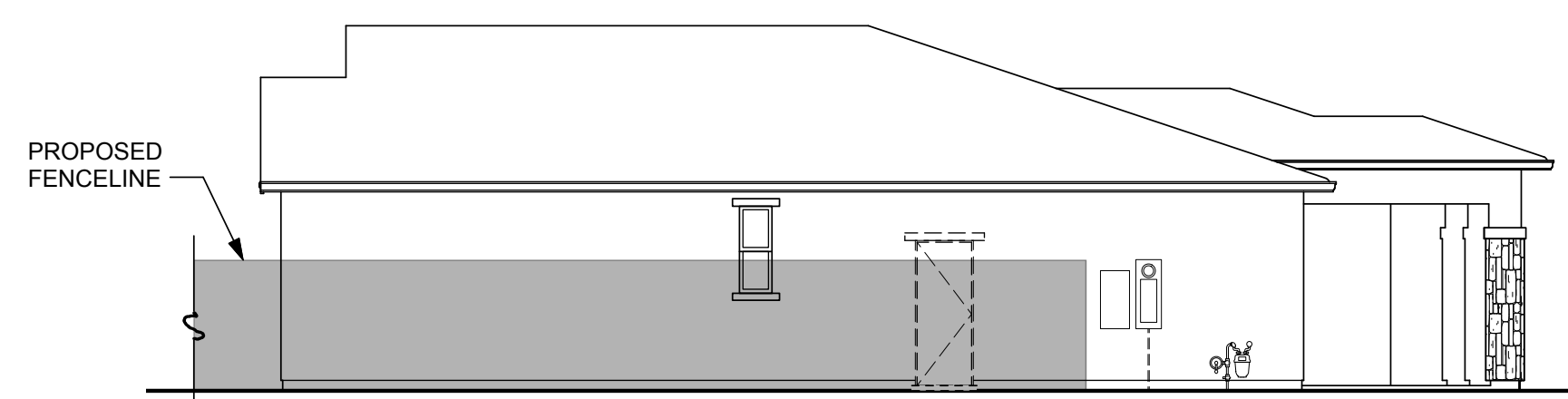
**DeNOVA AT AVIANO**  
 Antioch, California



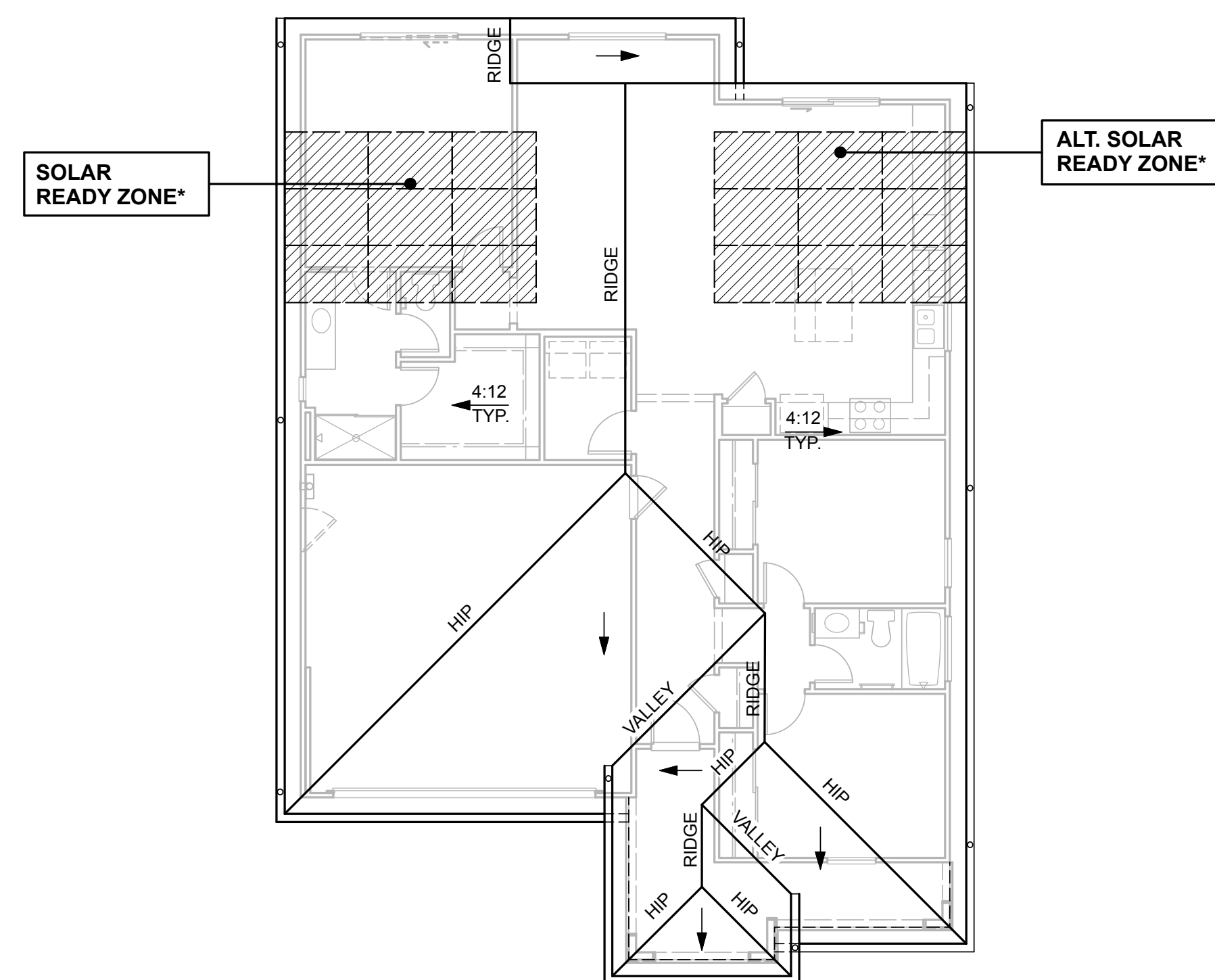
**RIGHT SIDE "A"**



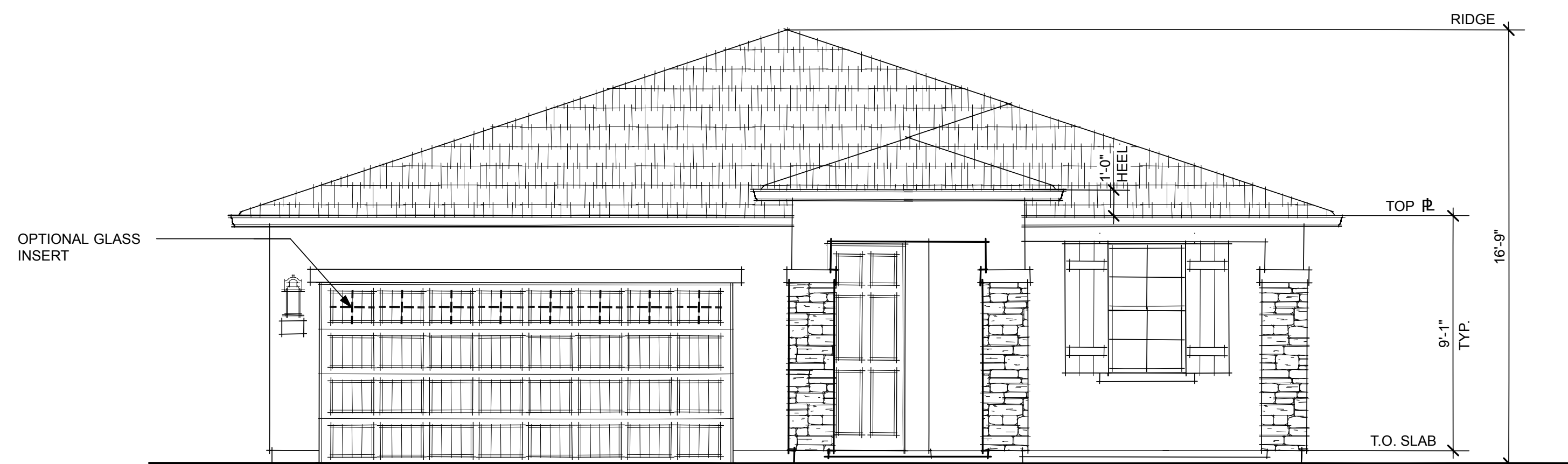
**REAR "A"**



**LEFT SIDE "A"**



**ROOF PLAN "A"**



**FRONT ELEVATION "A"  
(TUSCAN)**

**TUSCAN CHARACTERISTICS**

- PREDOMINANTLY HIP ROOFS
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- HIP ROOFS
- CONCRETE TILE ROOFING - "LOW PROFILE "S"
- 12 INCH EAVES
- 12 INCH RAKES
- 6" OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- PORCH POSTS (WHERE OCCURS)

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

- STUCCO SIDING
- STONE VENEER (WHERE OCCURS)

**TRIM**

- STUCCO OVER FOAM TRIM

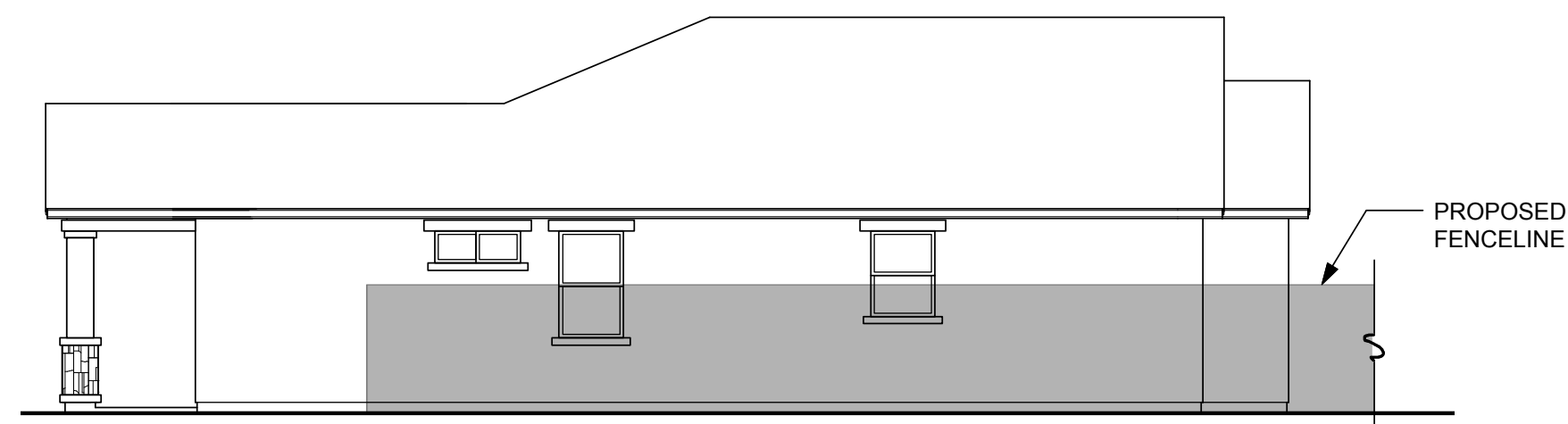
**ENHANCEMENTS**

- WINDOW GRID ON STREET FACADES
- DECORATIVE POST AT ENTRY
- DECORATIVE STONE VENEER AT ENTRY'S AND STREET CORNER FACADES
- DECORATIVE PLANK & BATTEN SHUTTERS AT ENTRY AND STREET CORNER FACADES
- FAUX CORBELS AT ENTRY GABLE ENDS
- THEME SPECIFIC GARAGE DOOR

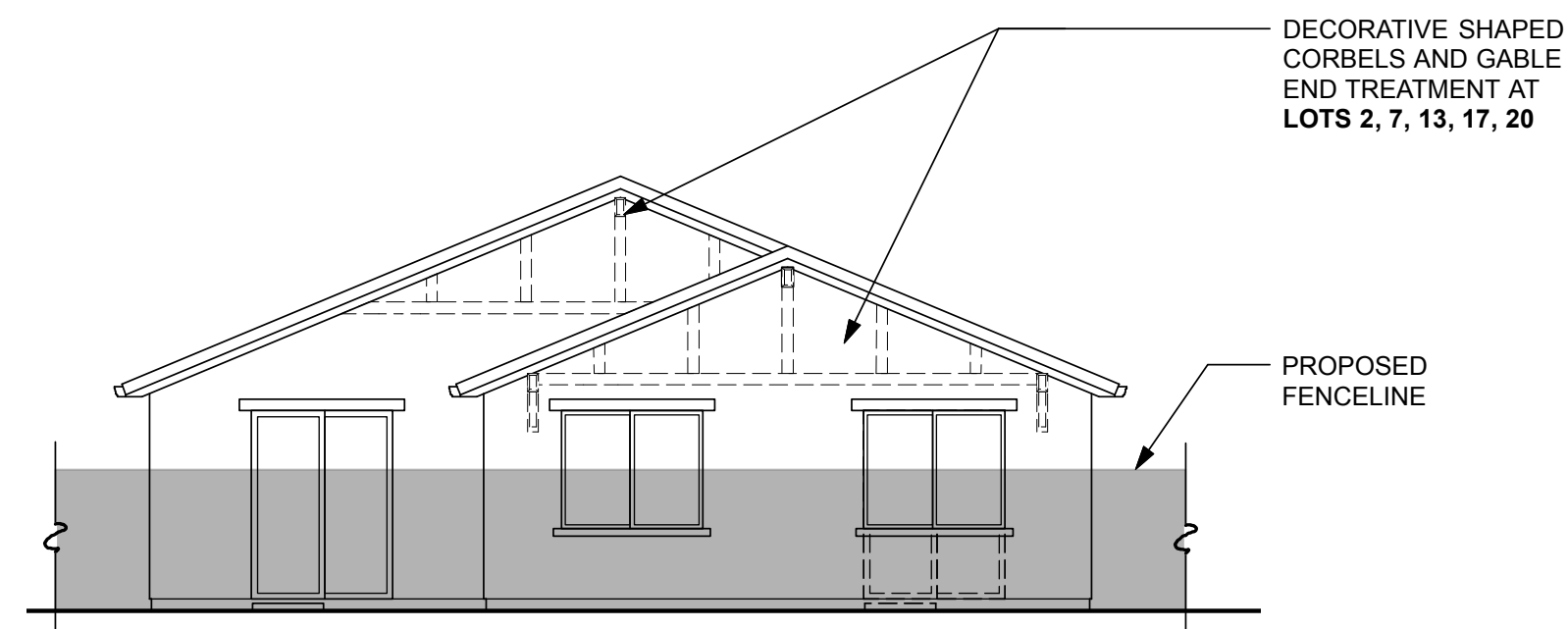
**PLAN 13**

**DeNOVA AT AVIANO  
Antioch, California**

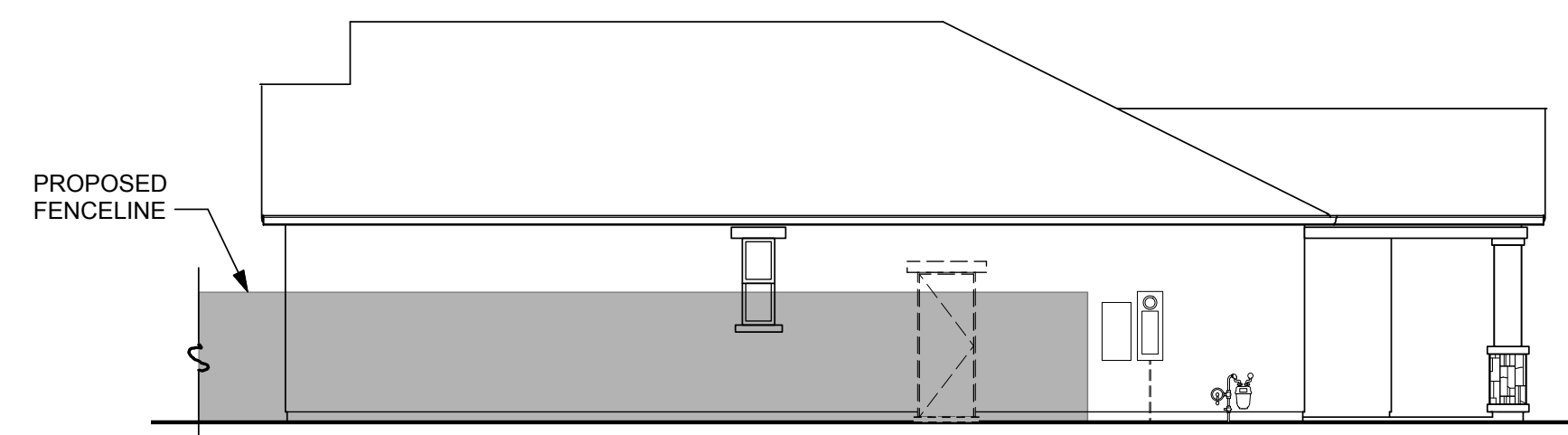




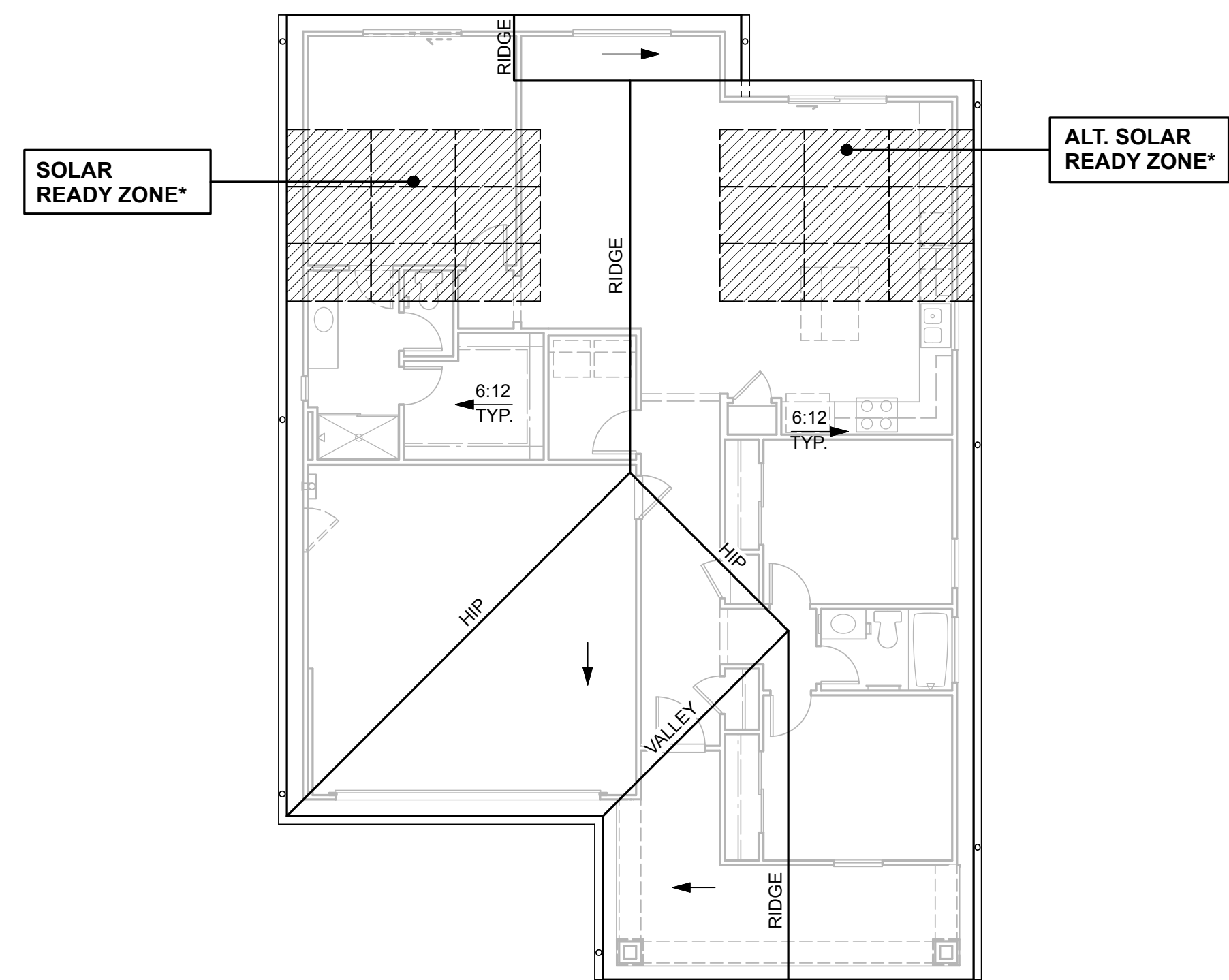
**RIGHT SIDE "B"**



**REAR "B"**



**LEFT SIDE "B"**



**ROOF PLAN "B"**

**CRAFTSMAN CHARACTERISTICS**

- PREDOMINANT GABLE ROOF
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- GABLE ROOFS
- CONCRETE "SHAKE" ROOFING
- OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- PORCH POSTS W/ OPTIONAL STONE

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

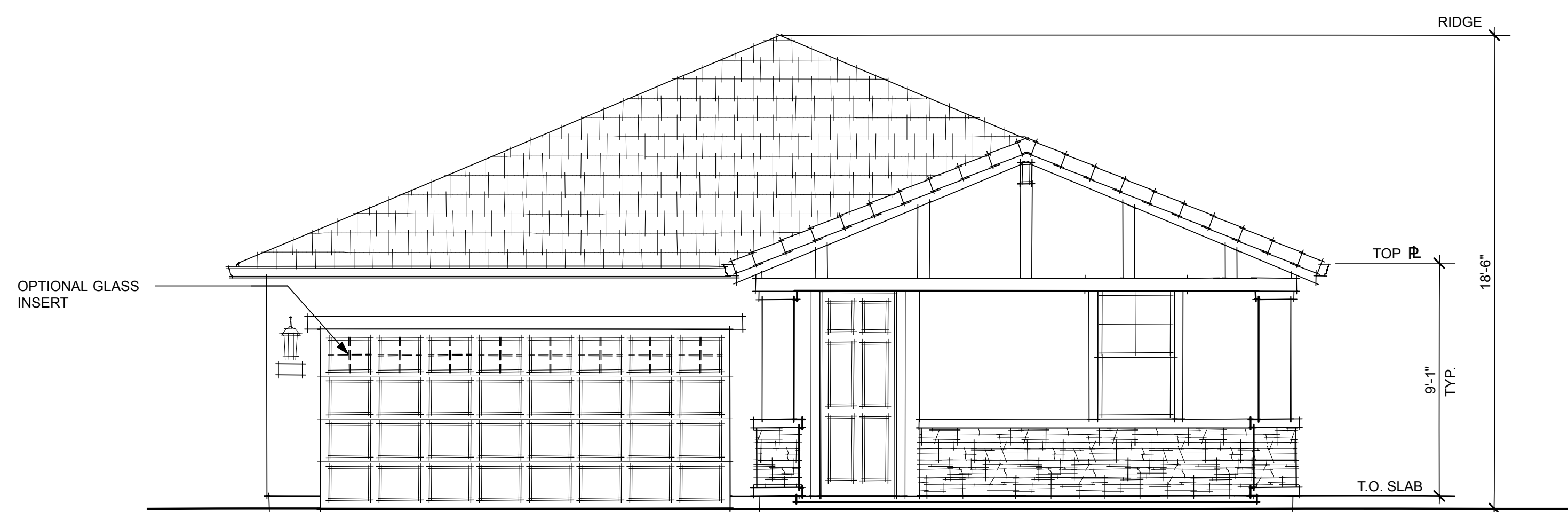
- STUCCO SIDING
- CULTURED STONE VENEER (WHERE OCCURS)

**TRIM**

- STUCCO OVER FOAM TRIM

**ENHANCEMENTS**

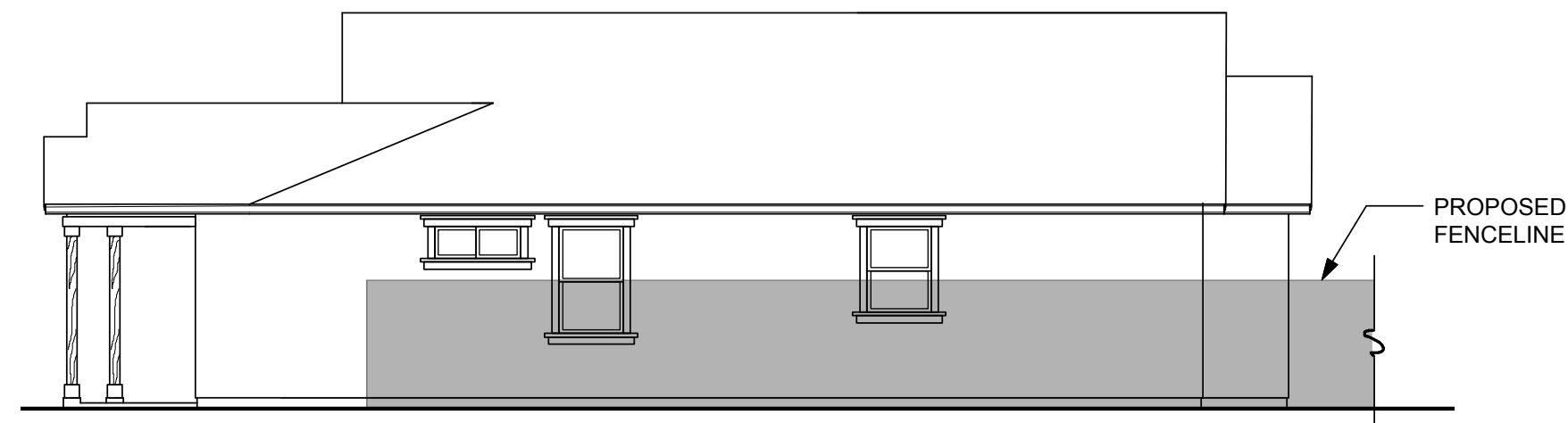
- WINDOW GRID ON STREET FACADES
- DECORATIVE POSTS AT ENTRY
- CULTURED STONE (WHERE OCCURS)
- ENHANCED GABLE END TRIM
- SHAPED FOAM OUTLOOKERS
- THEME SPECIFIC GARAGE DOOR
- DUTCH GABLE END AT FRONT ENTRY



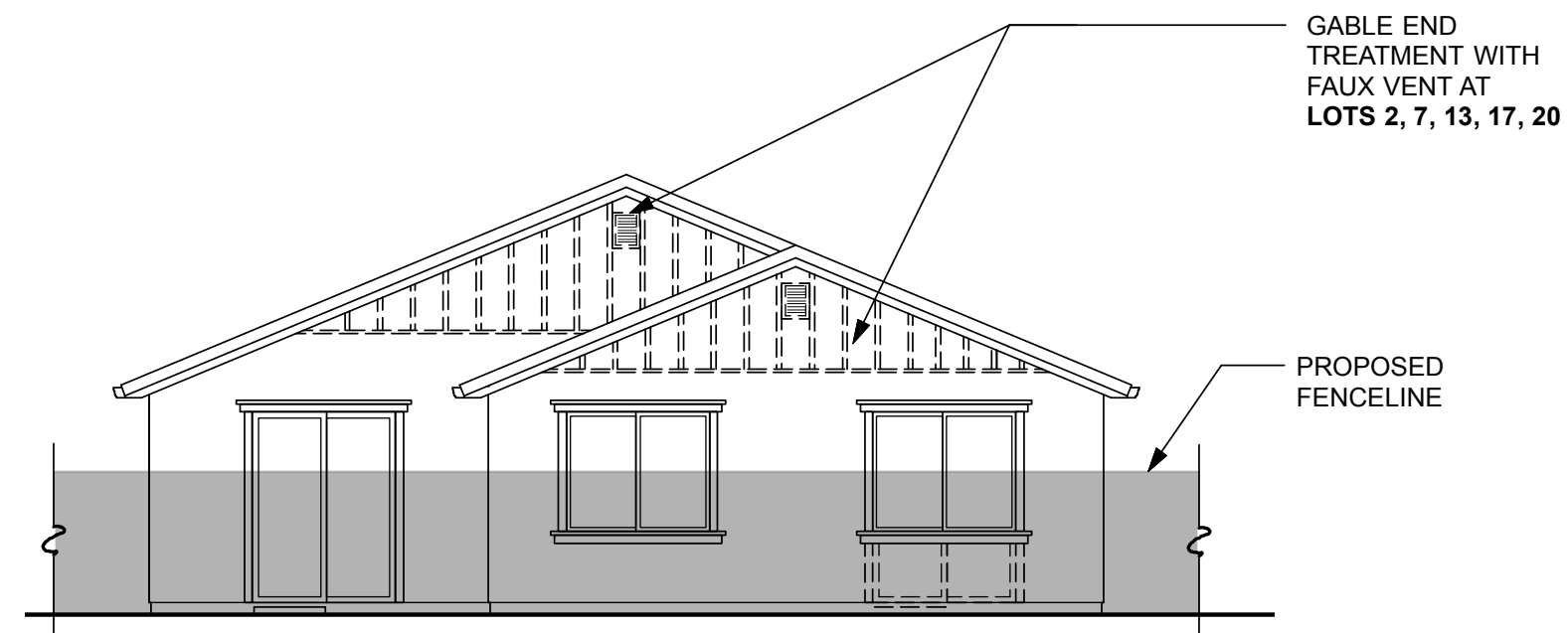
**FRONT ELEVATION "B"  
(CRAFTSMAN)**

**PLAN 13**

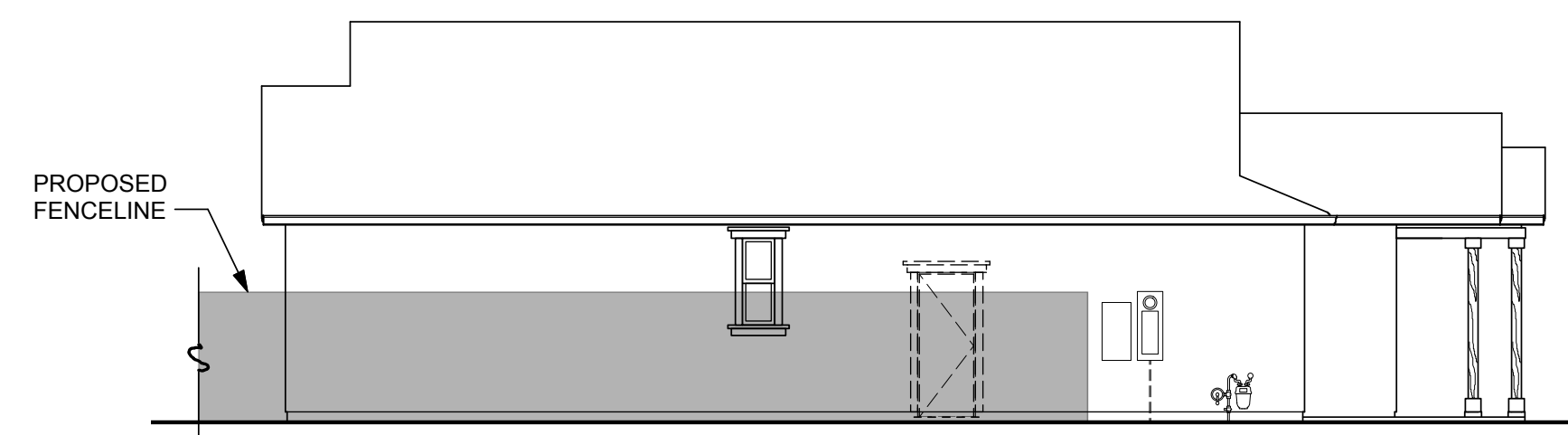
**DeNOVA AT AVIANO  
Antioch, California**



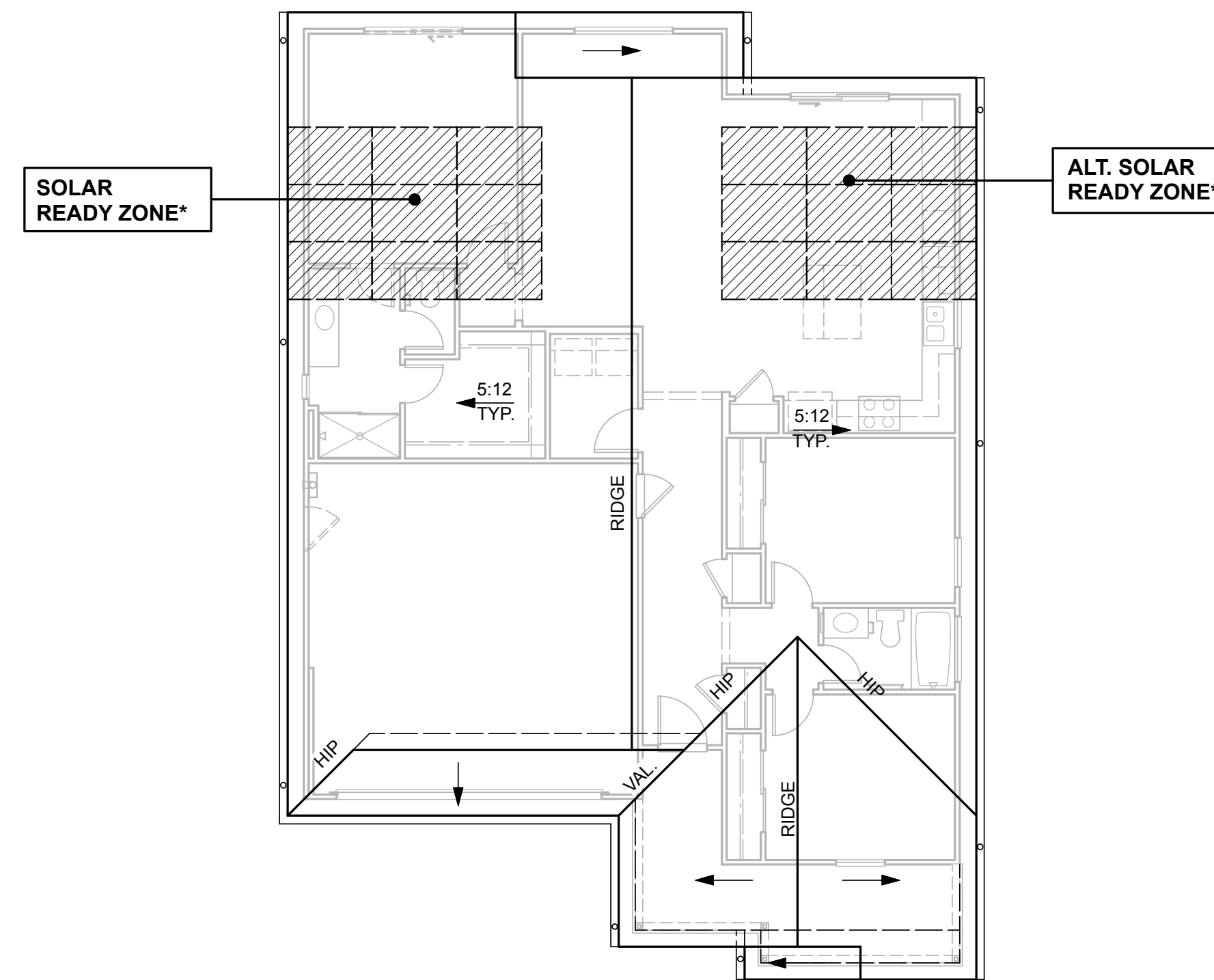
**RIGHT SIDE "C"**



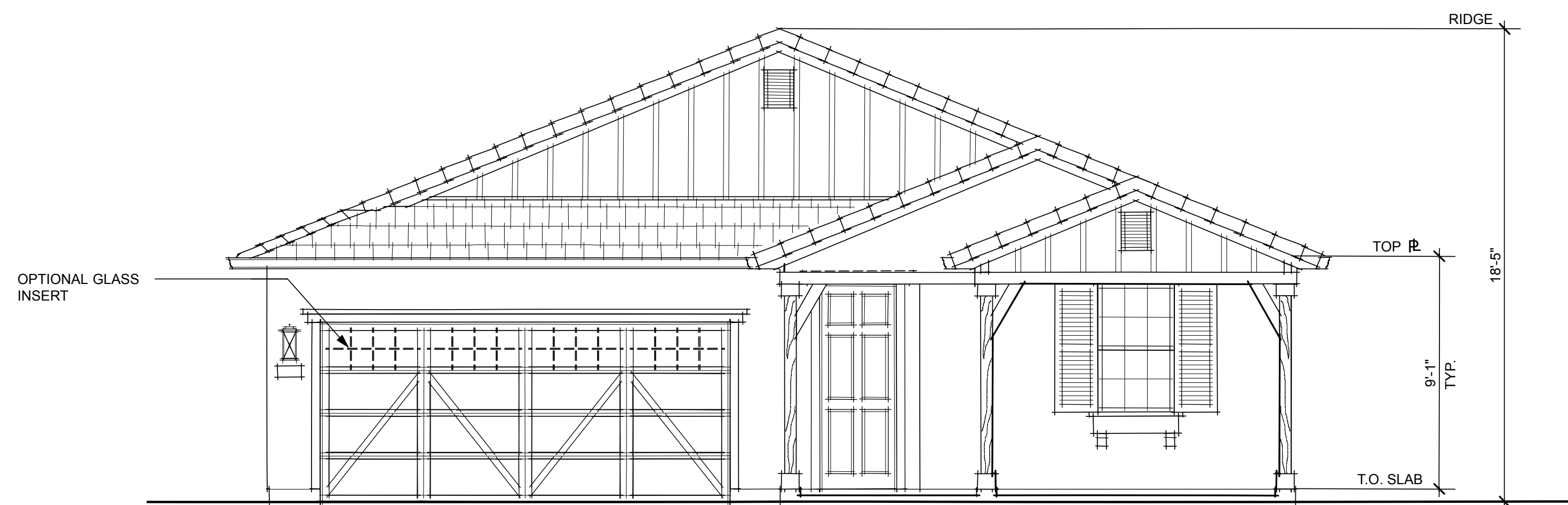
**REAR "C"**



**LEFT SIDE "C"**



**ROOF PLAN "C"**



**FRONT ELEVATION "C"  
(FARMHOUSE)**

**FARMHOUSE CHARACTERISTICS**

- PREDOMINANTLY GABLE ROOFS
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- TYPICAL 6:12 PITCH ROOFS
- CONCRETE "SLATE" ROOFING
- VARIED PLATE HEIGHTS
- 12 INCH EAVES
- 12 INCH RAKES
- OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- BOARD AND BATTEN WITH STUCCO WAINSCOT

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

- STUCCO SIDING
- BOARD AND BATTEN SIDING ACCENT

**TRIM**

- STUCCO OVER FOAM TRIM
- WOOD TRIM AT BOARD AND BATTEN

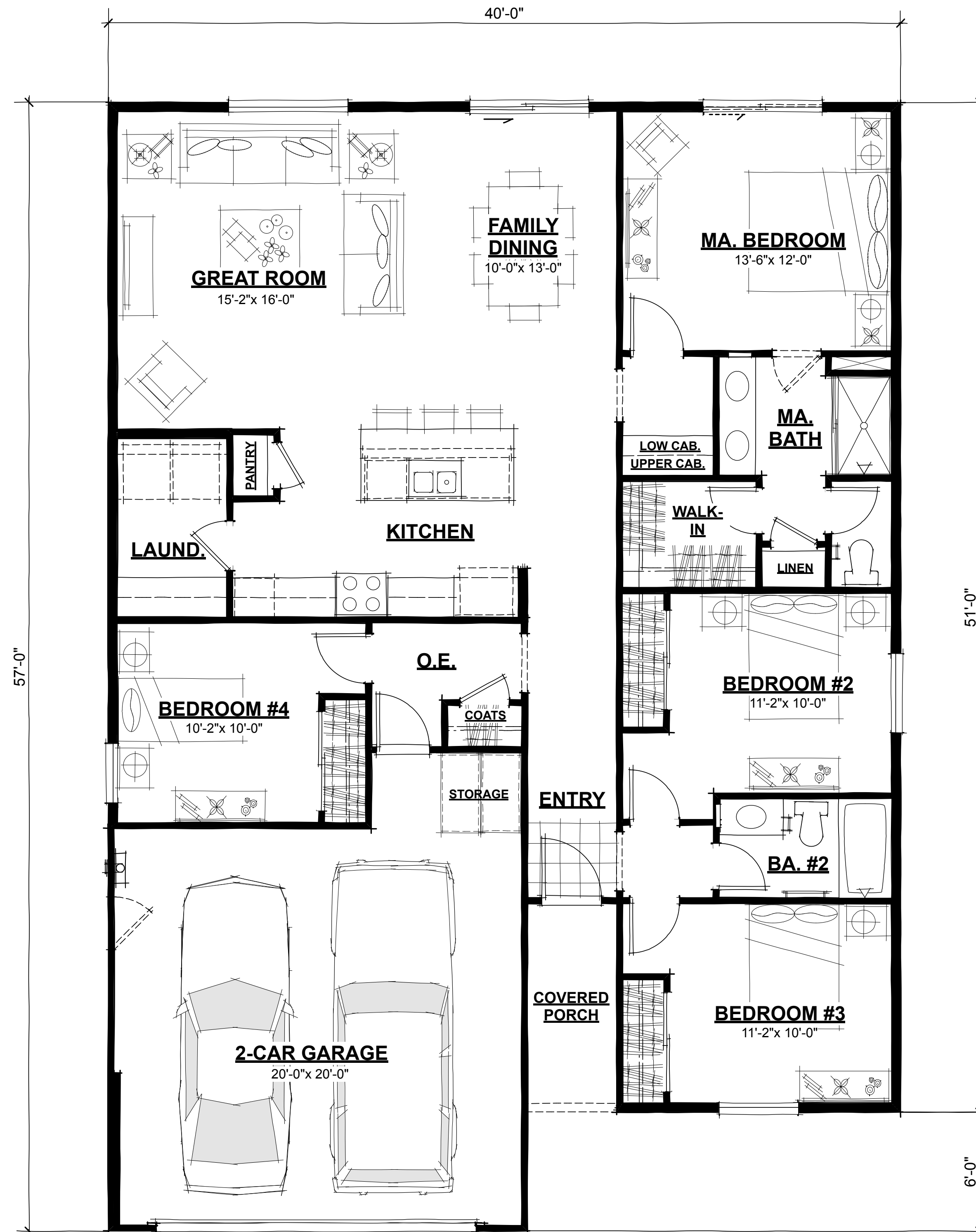
**ENHANCEMENTS**

- SHUTTERS AT ENTRY AND STREET CORNER FACADES
- ENHANCED GABLE END VERTICAL BOARD AND BATTEN SIDING AT ENTRY WAYS
- FAUX GABLE END VENTS

**PLAN 13**

**DeNOVA AT AVIANO  
Antioch, California**

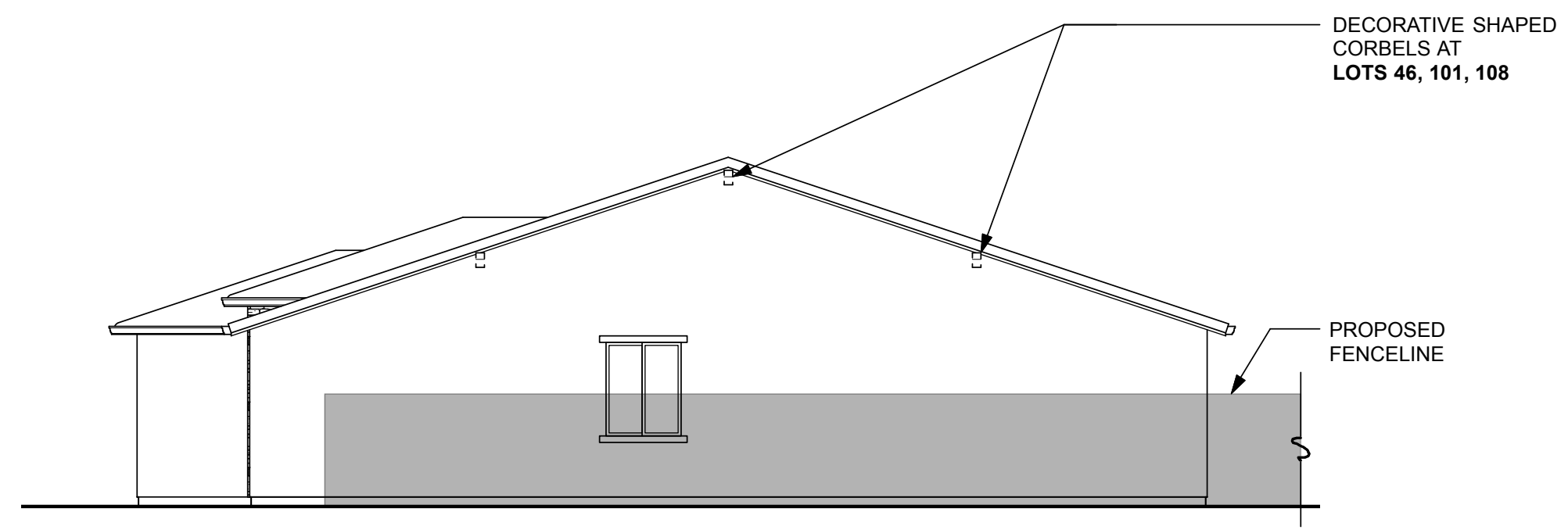




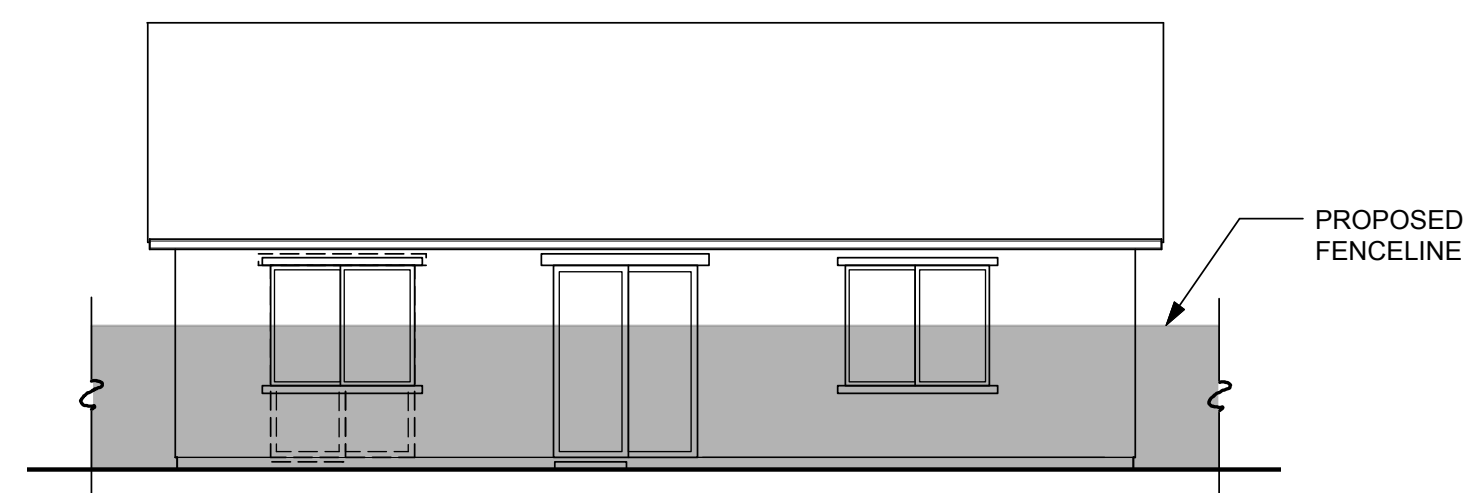
**FLOOR PLAN (1661 S.F.)**

**PLAN 14 (140-1661)**

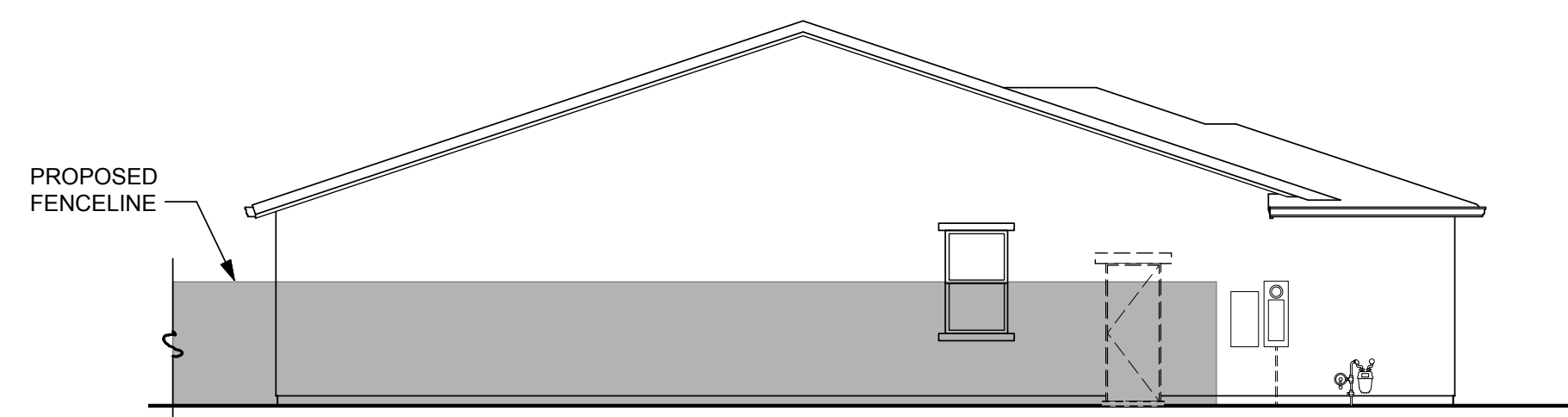
**DeNOVA AT AVIANO**  
**Antioch, California**



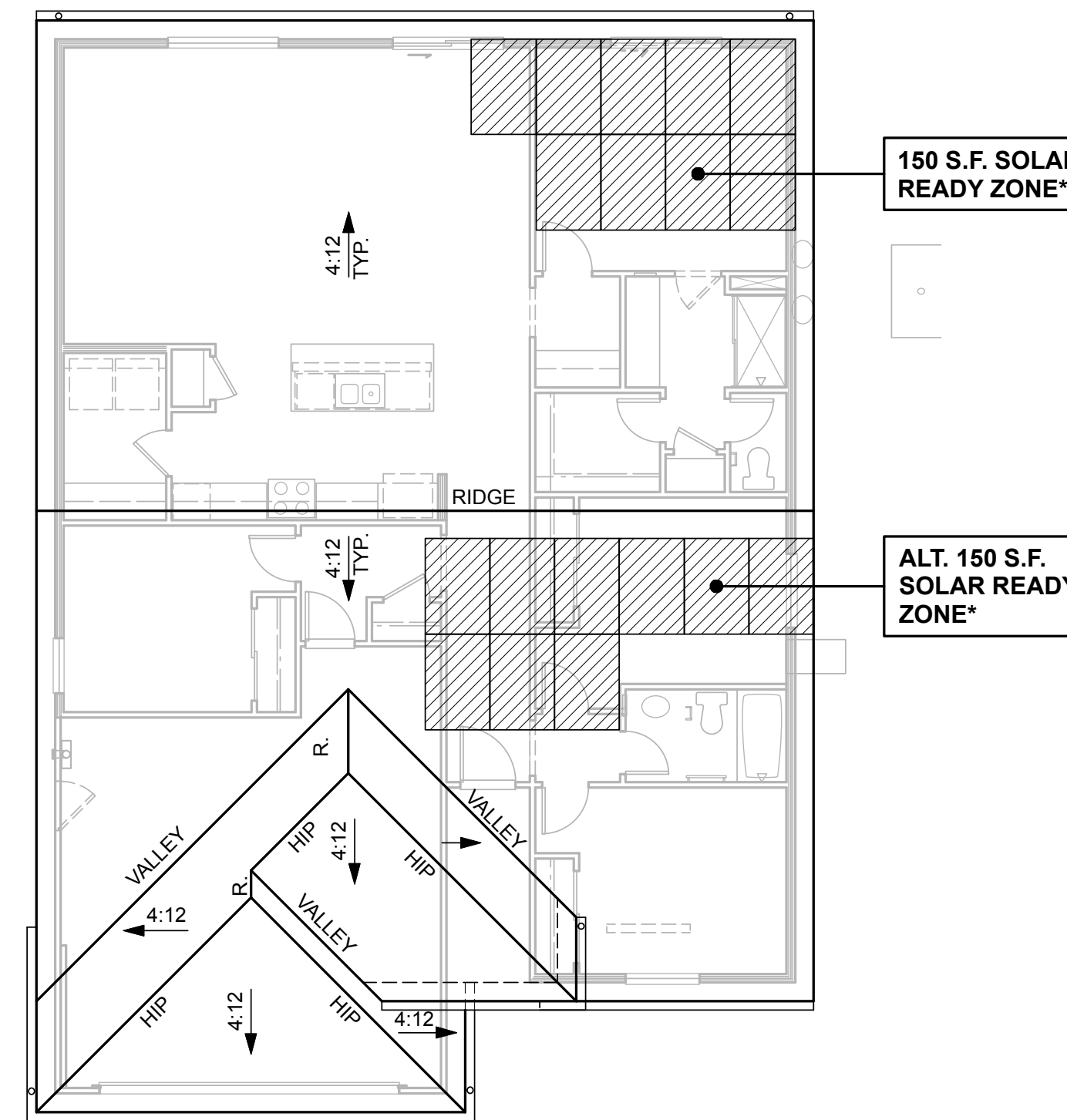
**RIGHT SIDE "A"**



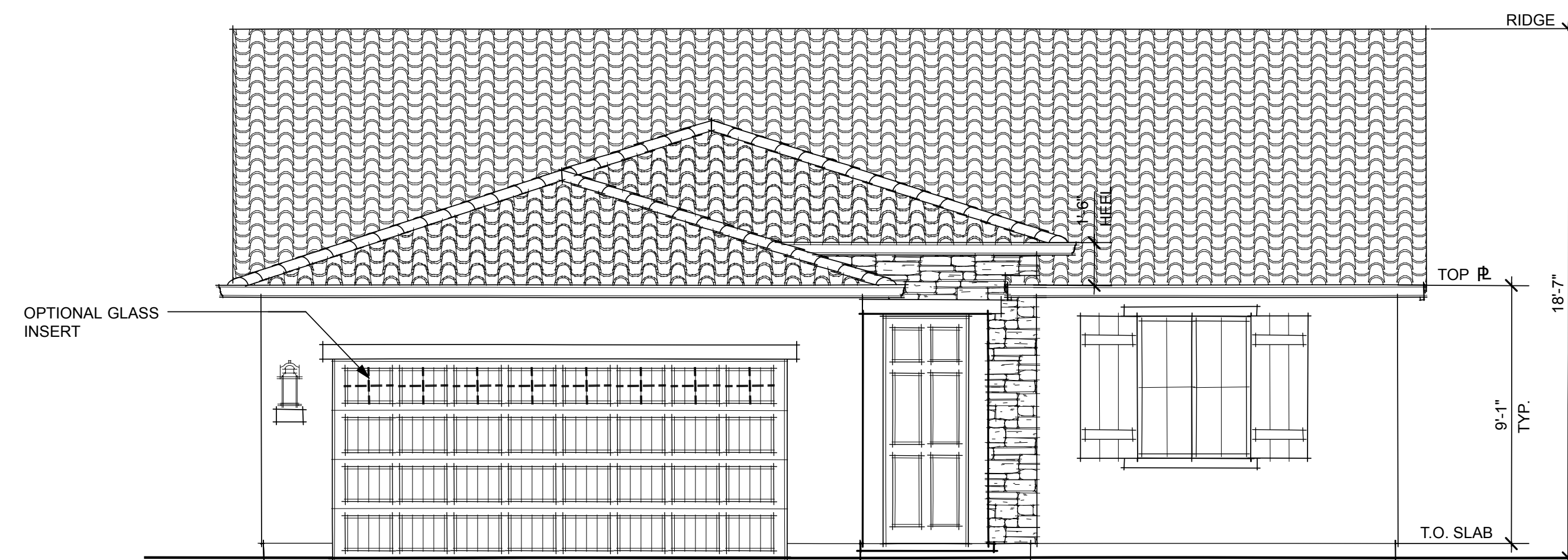
**REAR "A"**



**LEFT SIDE "A"**

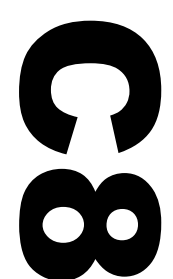


**ROOF PLAN "A"**

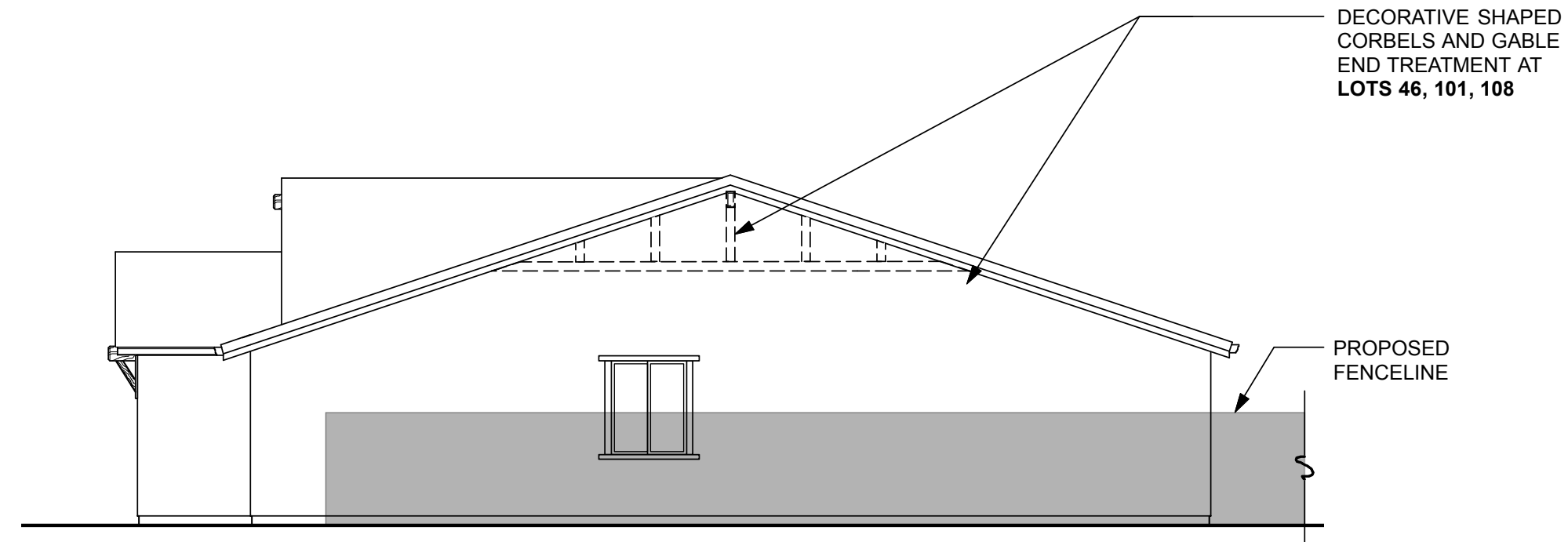


**FRONT ELEVATION "A"  
(TUSCAN)**

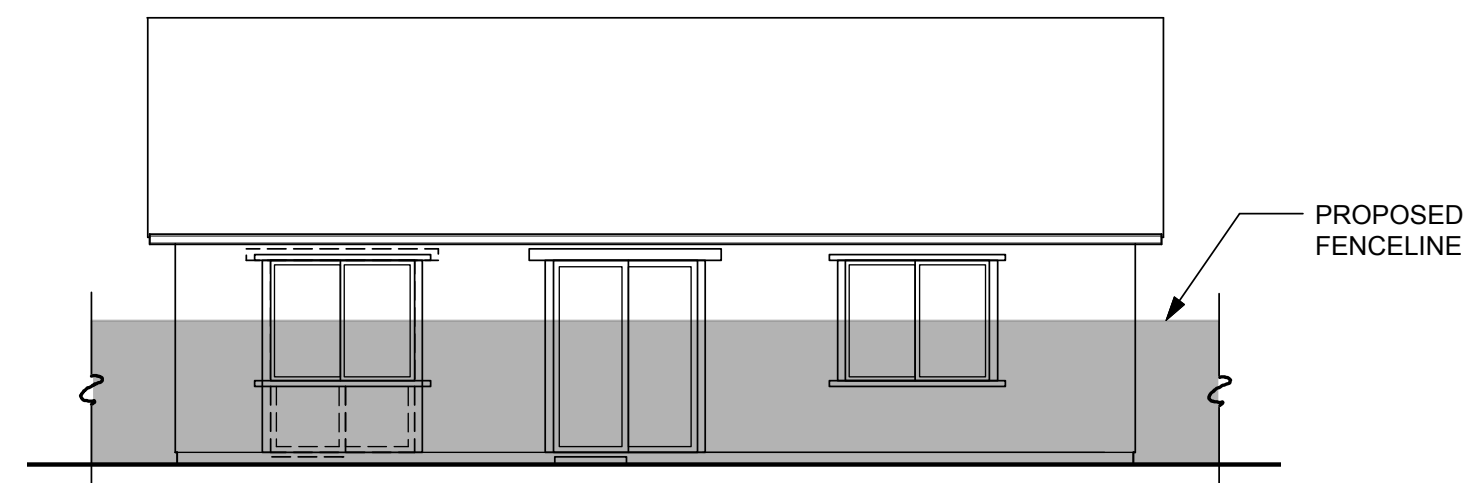
<b>TUSCAN CHARACTERISTICS</b>
<ul style="list-style-type: none"> <li>• PREDOMINANTLY HIP ROOFS</li> <li>• ENHANCED ENTRY WAYS</li> <li>• THEME SPECIFIC GARAGE DOOR</li> </ul>
<p><b>ROOF</b></p> <ul style="list-style-type: none"> <li>• HIP ROOFS</li> <li>• CONCRETE TILE ROOFING - "LOW PROFILE "S"</li> <li>• 12 INCH EAVES</li> <li>• 12 INCH RAKES</li> <li>• 6" OGEE GUTTERS</li> </ul>
<p><b>ENTRY WAYS</b></p> <ul style="list-style-type: none"> <li>• ACCENT PAINTED ENTRY DOORS</li> <li>• PORCH POSTS (WHERE OCCURS)</li> </ul>
<p><b>WINDOWS</b></p> <ul style="list-style-type: none"> <li>• WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES</li> </ul>
<p><b>EXTERIOR MATERIALS</b></p> <ul style="list-style-type: none"> <li>• STUCCO SIDING</li> <li>• STONE VENEER (WHERE OCCURS)</li> </ul>
<p><b>TRIM</b></p> <ul style="list-style-type: none"> <li>• STUCCO OVER FOAM TRIM</li> </ul>
<p><b>ENHANCEMENTS</b></p> <ul style="list-style-type: none"> <li>• WINDOW GRID ON STREET FACADES</li> <li>• DECORATIVE POST AT ENTRY</li> <li>• DECORATIVE STONE VENEER AT ENTRY'S AND STREET CORNER FACADES</li> <li>• DECORATIVE PLANK &amp; BATTEN SHUTTERS AT ENTRY AND STREET CORNER FACADES</li> <li>• FAUX CORBELS AT ENTRY GABLE ENDS</li> <li>• THEME SPECIFIC GARAGE DOOR</li> </ul>



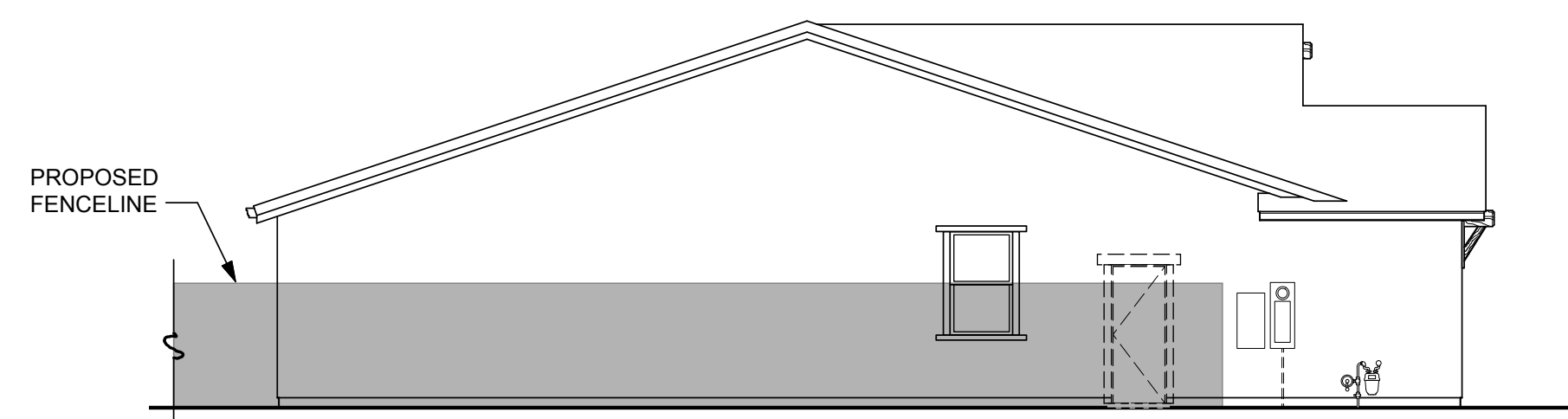




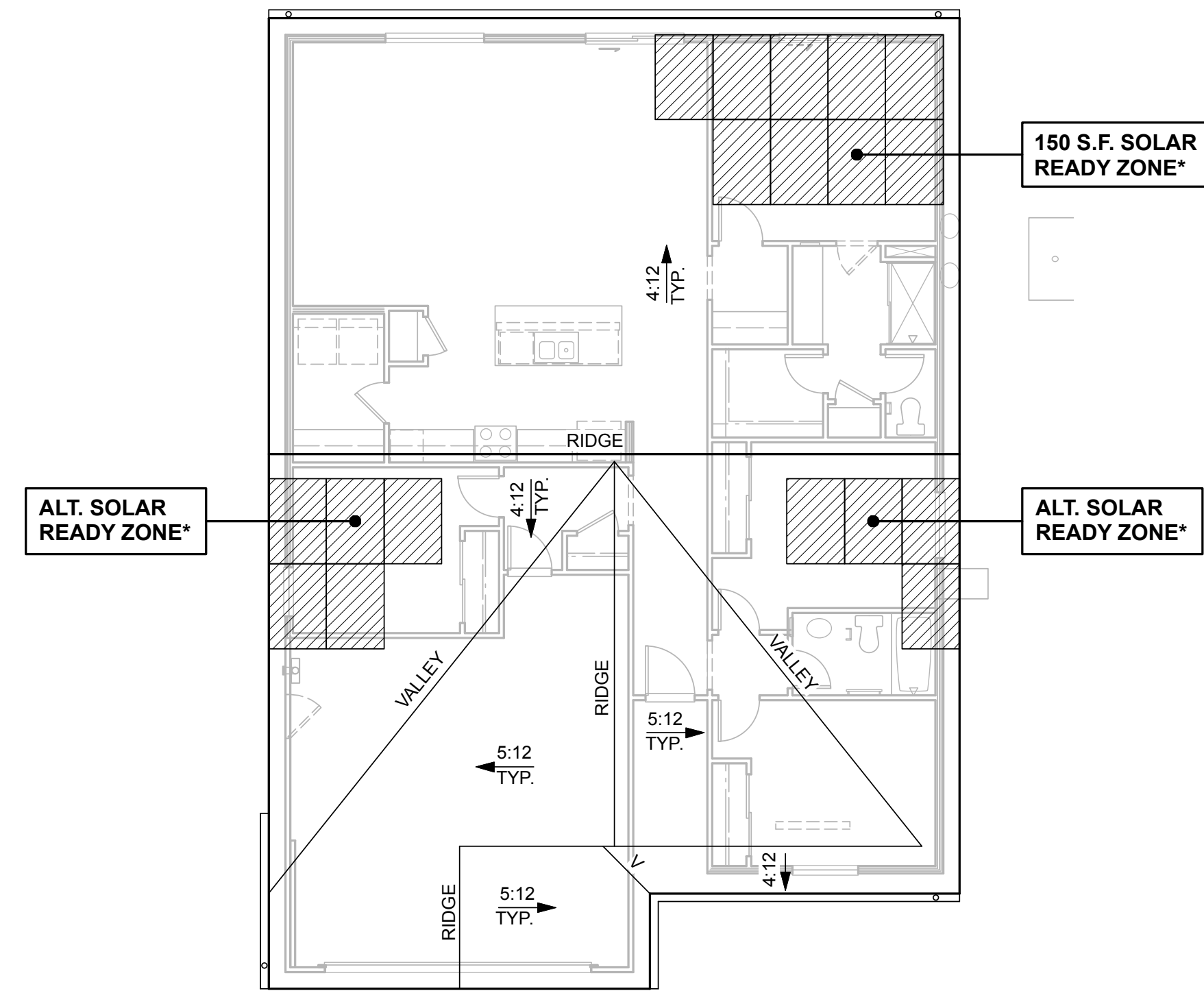
**RIGHT SIDE "B"**



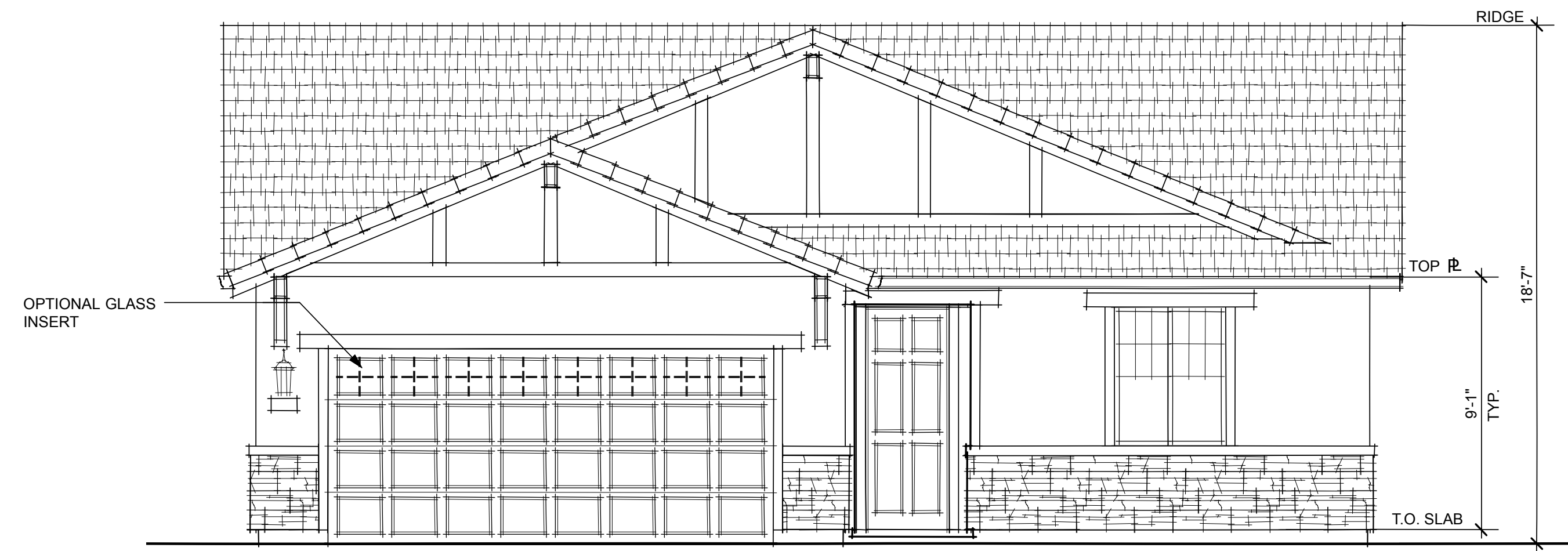
**REAR "B"**



**LEFT SIDE "B"**



**ROOF PLAN "B"**



**FRONT ELEVATION "B"  
(CRAFTSMAN)**

**CRAFTSMAN CHARACTERISTICS**

- PREDOMINANT GABLE ROOF
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- GABLE ROOFS
- CONCRETE "SHAKE" ROOFING
- OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- PORCH POSTS W/ OPTIONAL STONE

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

- STUCCO SIDING
- CULTURED STONE VENEER (WHERE OCCURS)

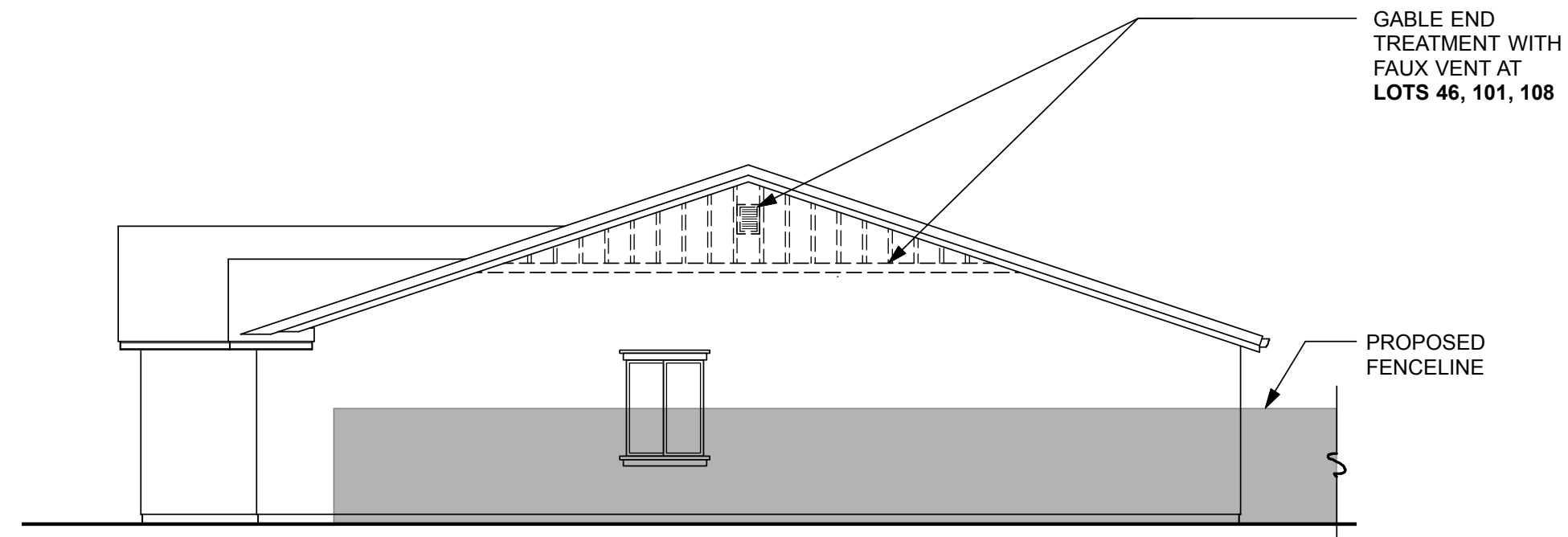
**TRIM**

- STUCCO OVER FOAM TRIM

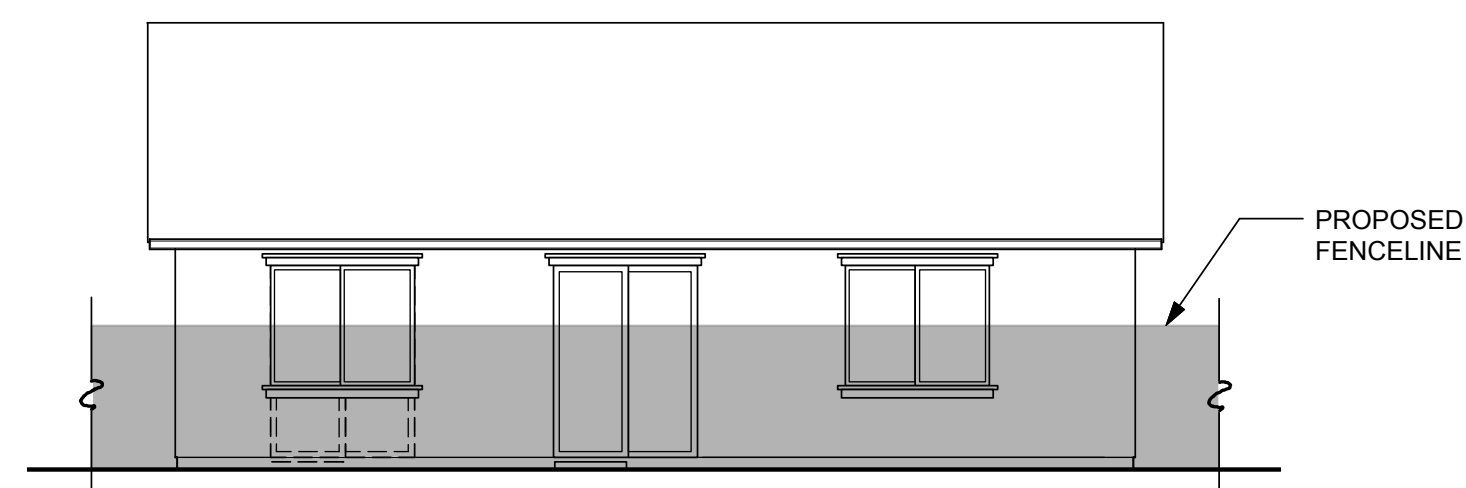
**ENHANCEMENTS**

- WINDOW GRID ON STREET FACADES
- DECORATIVE POSTS AT ENTRY
- CULTURED STONE (WHERE OCCURS)
- ENHANCED GABLE END TRIM
- SHAPED FOAM OUTLOOKERS
- THEME SPECIFIC GARAGE DOOR
- DUTCH GABLE END AT FRONT ENTRY

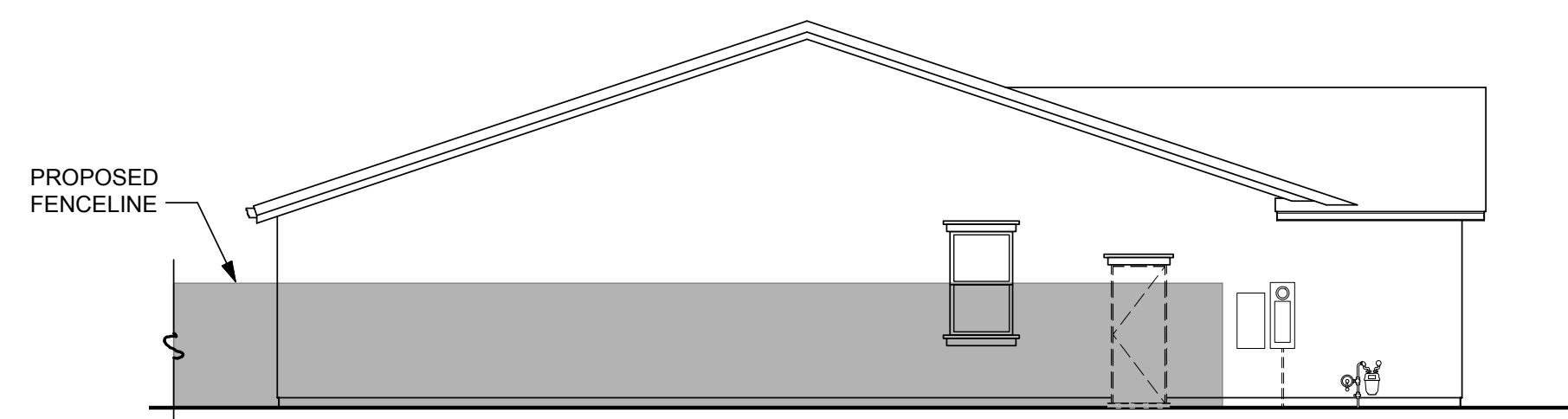




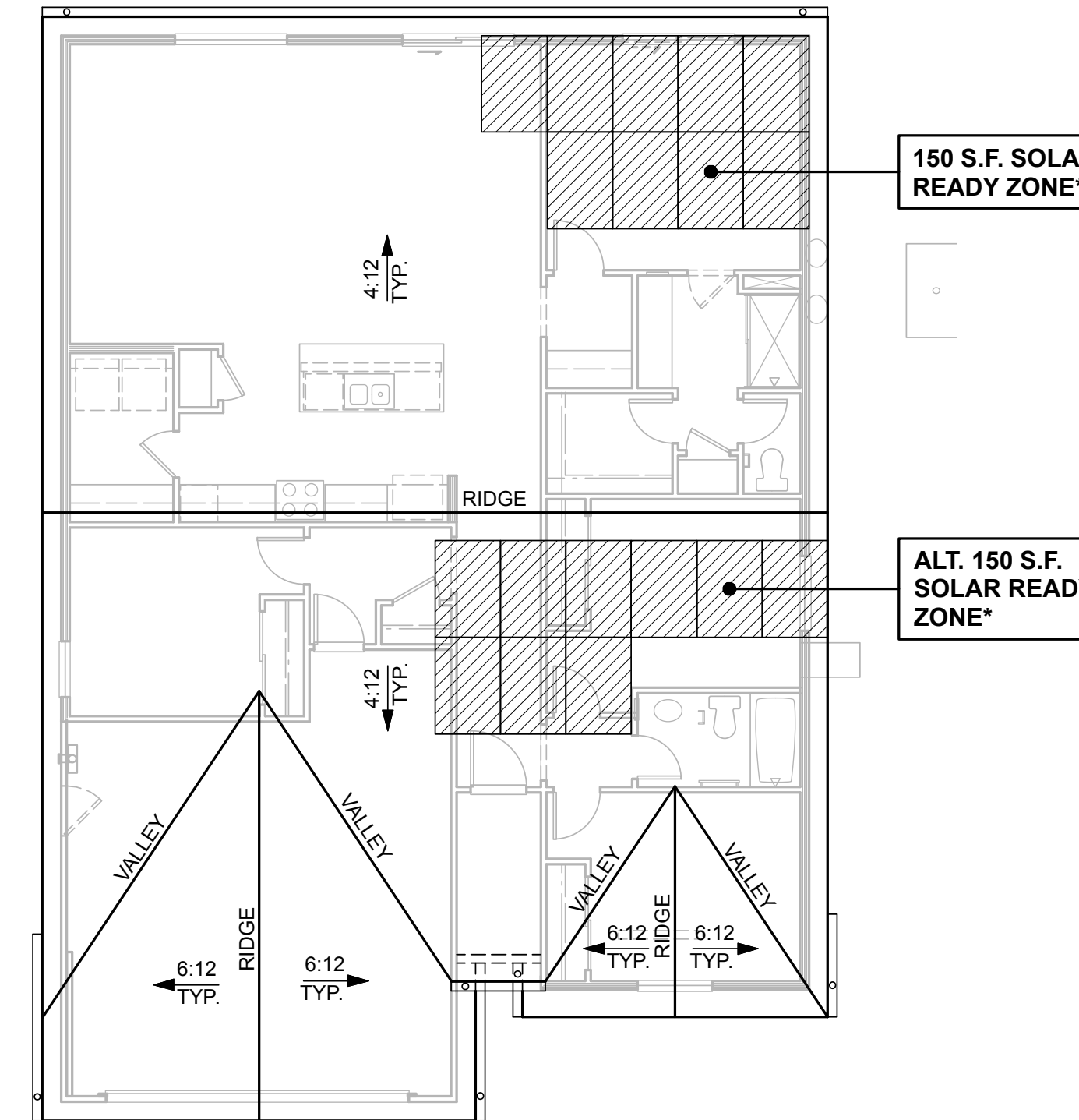
**RIGHT SIDE "C"**



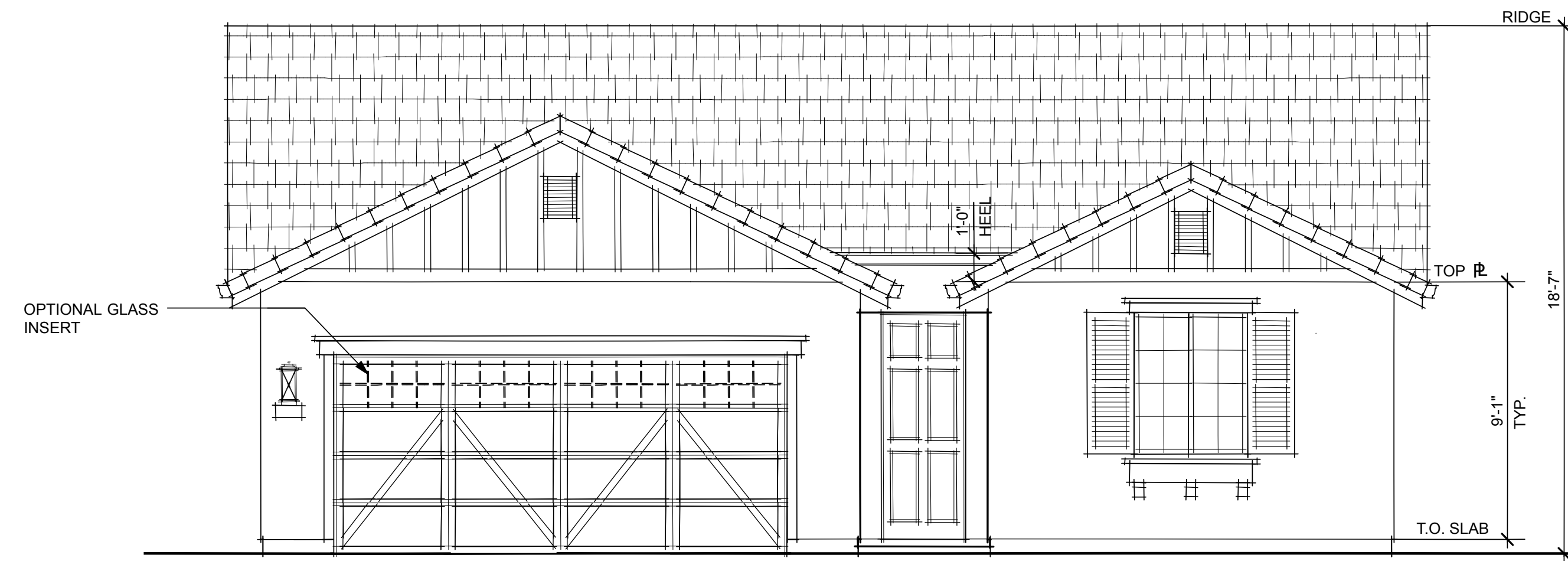
**REAR "C"**



**LEFT SIDE "C"**



**ROOF PLAN "C"**



**FRONT ELEVATION "C"  
(FARMHOUSE)**

**FARMHOUSE CHARACTERISTICS**

- PREDOMINANTLY GABLE ROOFS
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- TYPICAL 6:12 PITCH ROOFS
- CONCRETE "SLATE" ROOFING
- VARIED PLATE HEIGHTS
- 12 INCH EAVES
- 12 INCH RAKES
- OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- BOARD AND BATTEN WITH STUCCO WAINSCOT

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

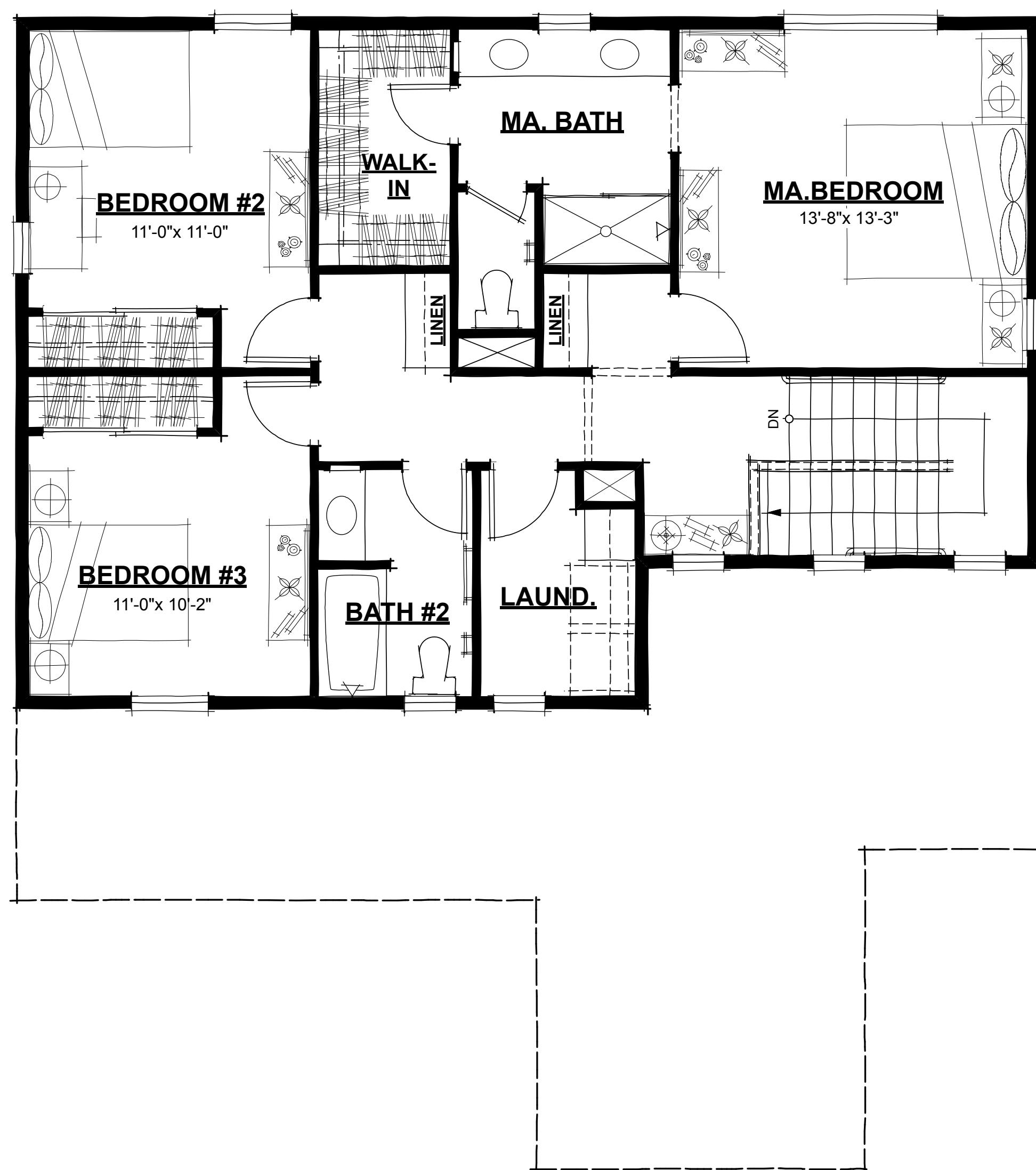
- STUCCO SIDING
- BOARD AND BATTEN SIDING ACCENT

**TRIM**

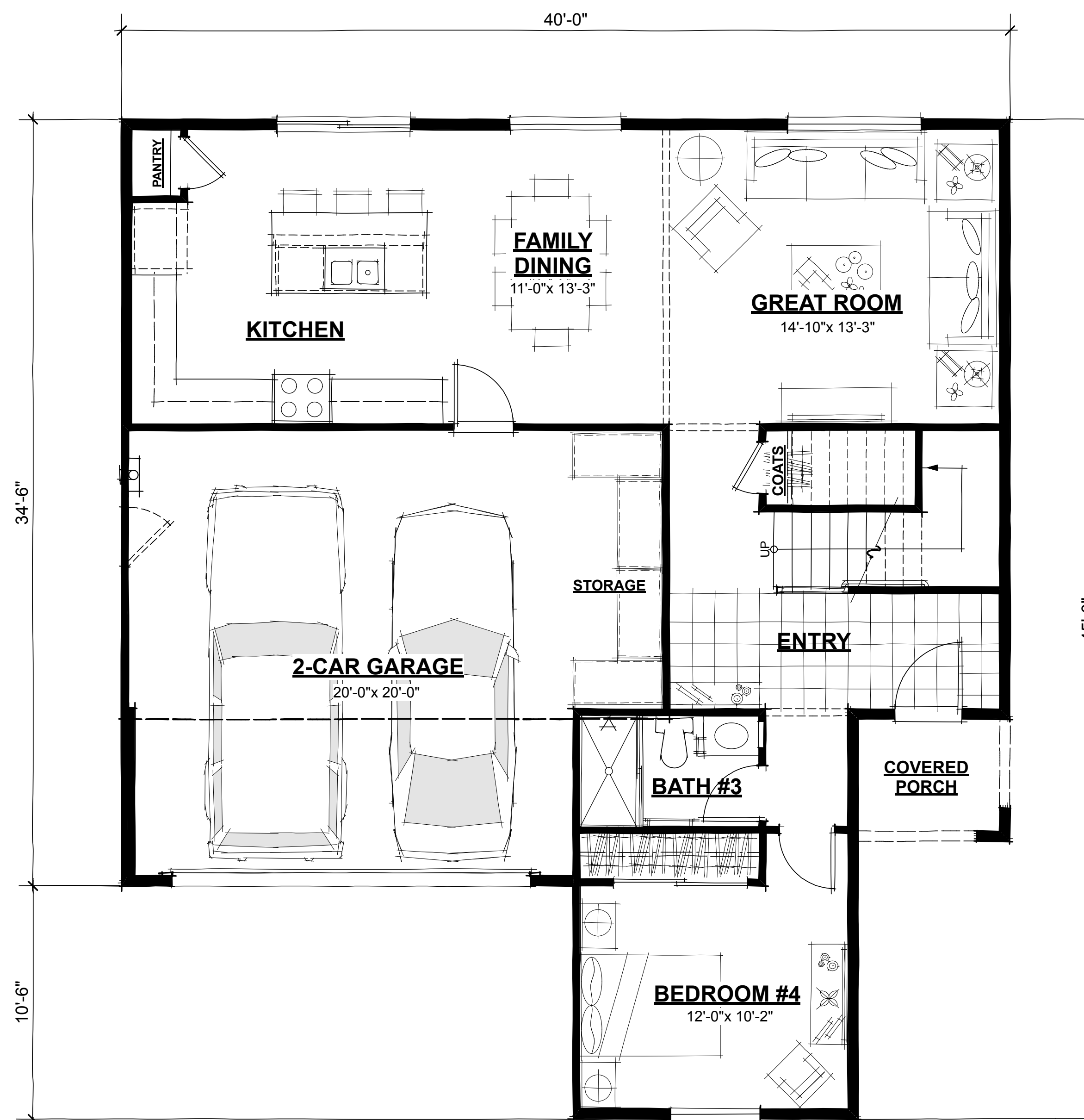
- STUCCO OVER FOAM TRIM
- WOOD TRIM AT BOARD AND BATTEN

**ENHANCEMENTS**

- SHUTTERS AT ENTRY AND STREET CORNER FACADES
- ENHANCED GABLE END VERTICAL BOARD AND BATTEN SIDING AT ENTRY WAYS
- FAUX GABLE END VENTS



**SECOND FLOOR PLAN (917 S.F.)**



**FIRST FLOOR PLAN (959 S.F.; 1876 TOTAL S.F.)**

**PLAN 15 (240-1876)**

**DeNOVA AT AVIANO**  
 Antioch, California



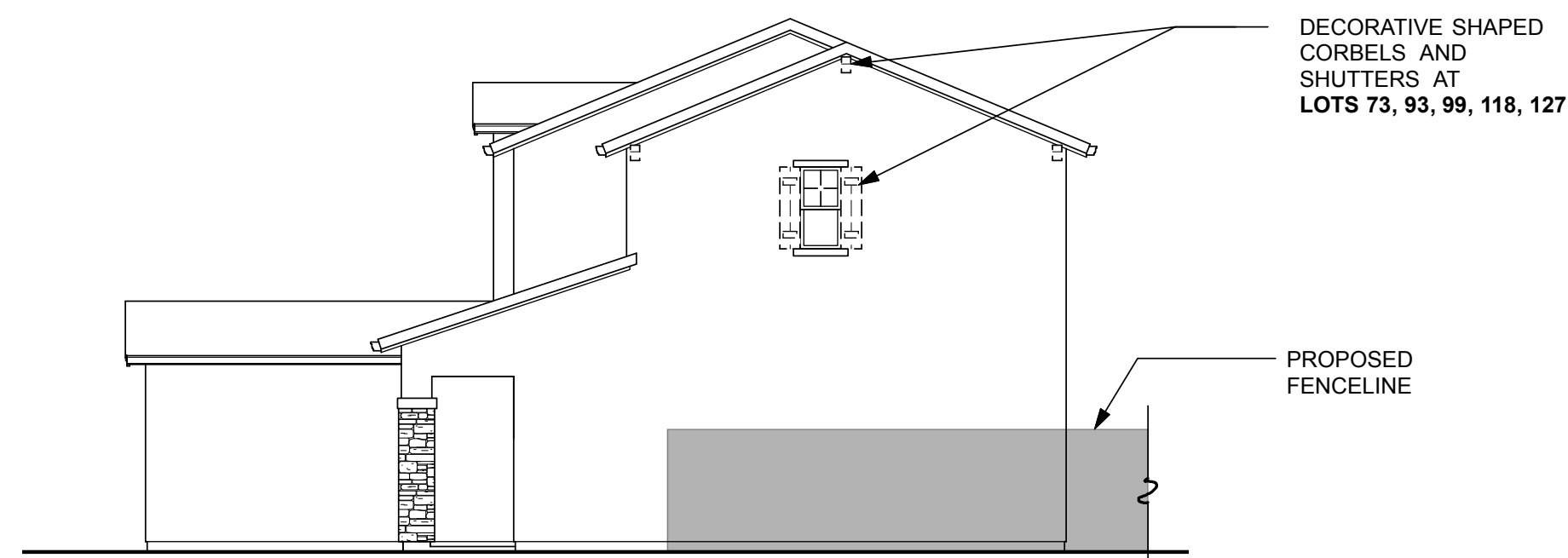
940 Tyler Street #19  
 Benicia, CA 94510  
 Phone: (707) 746-6586

1923 11-15-19

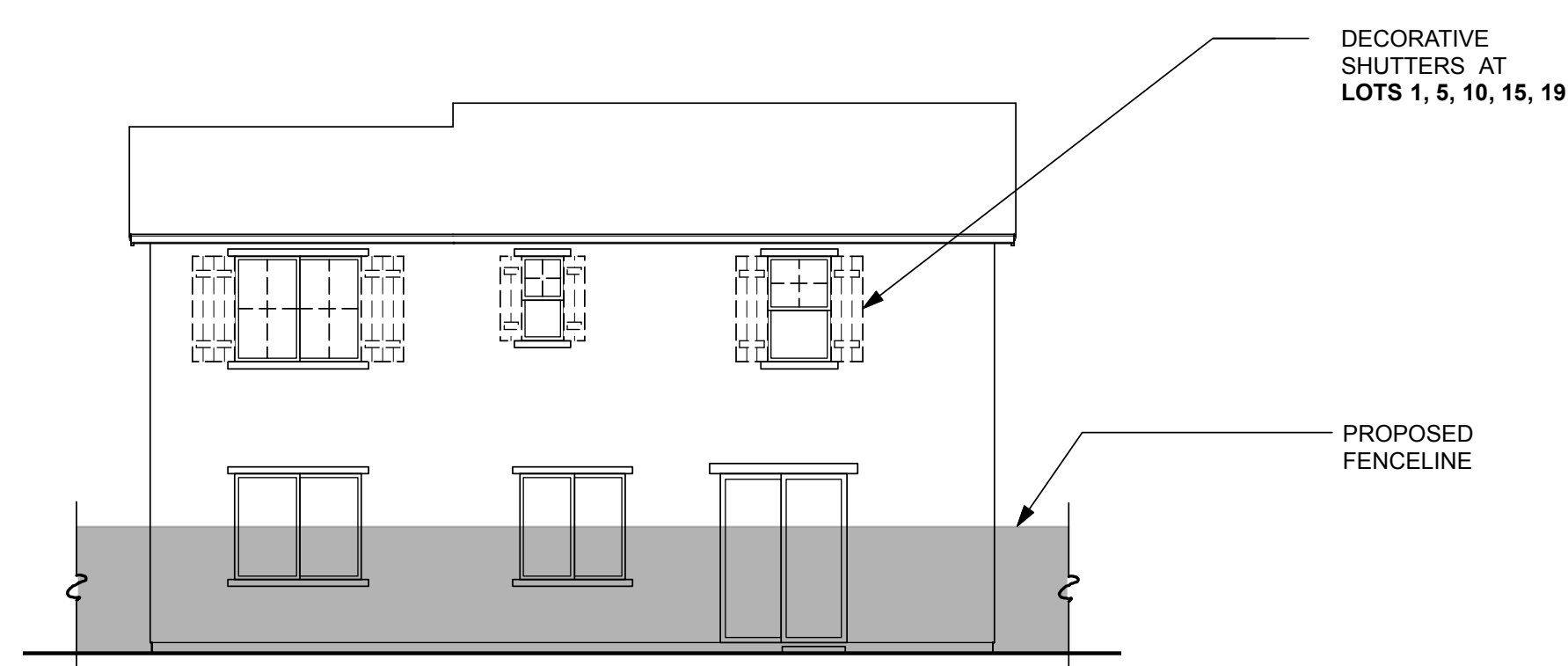
**SHEET A-9**

**C11**

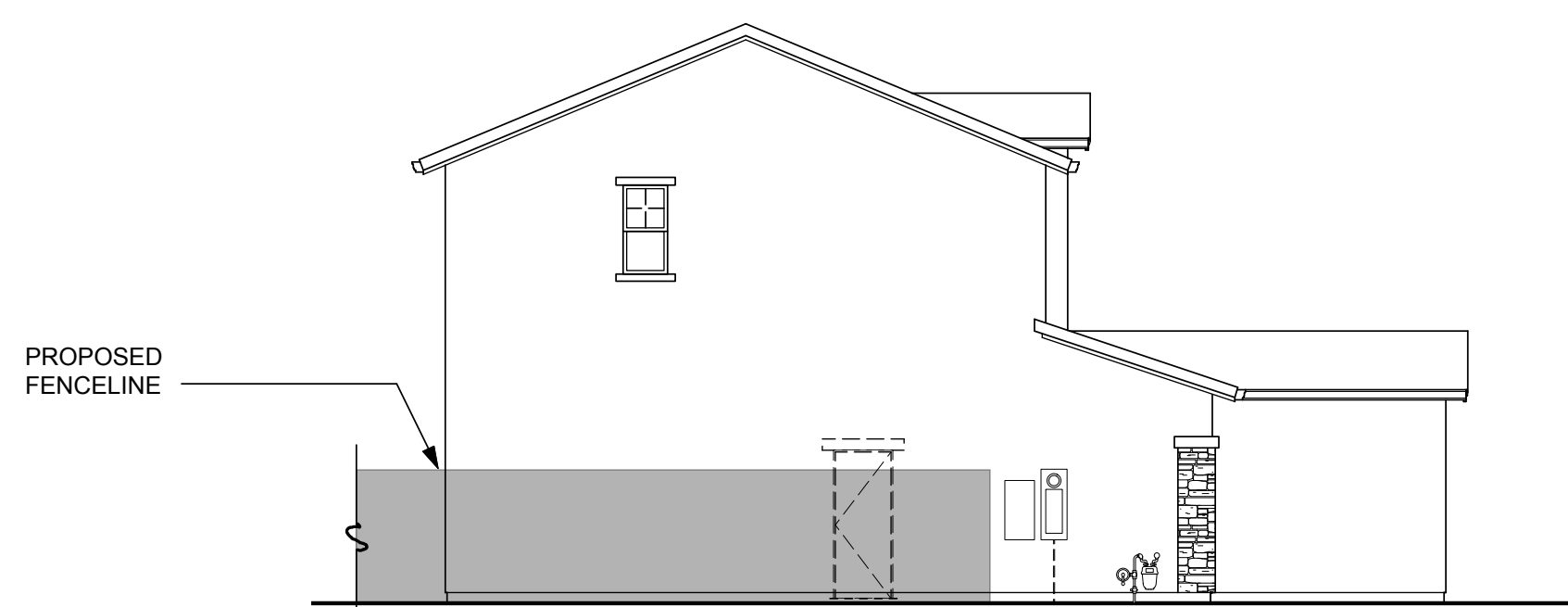




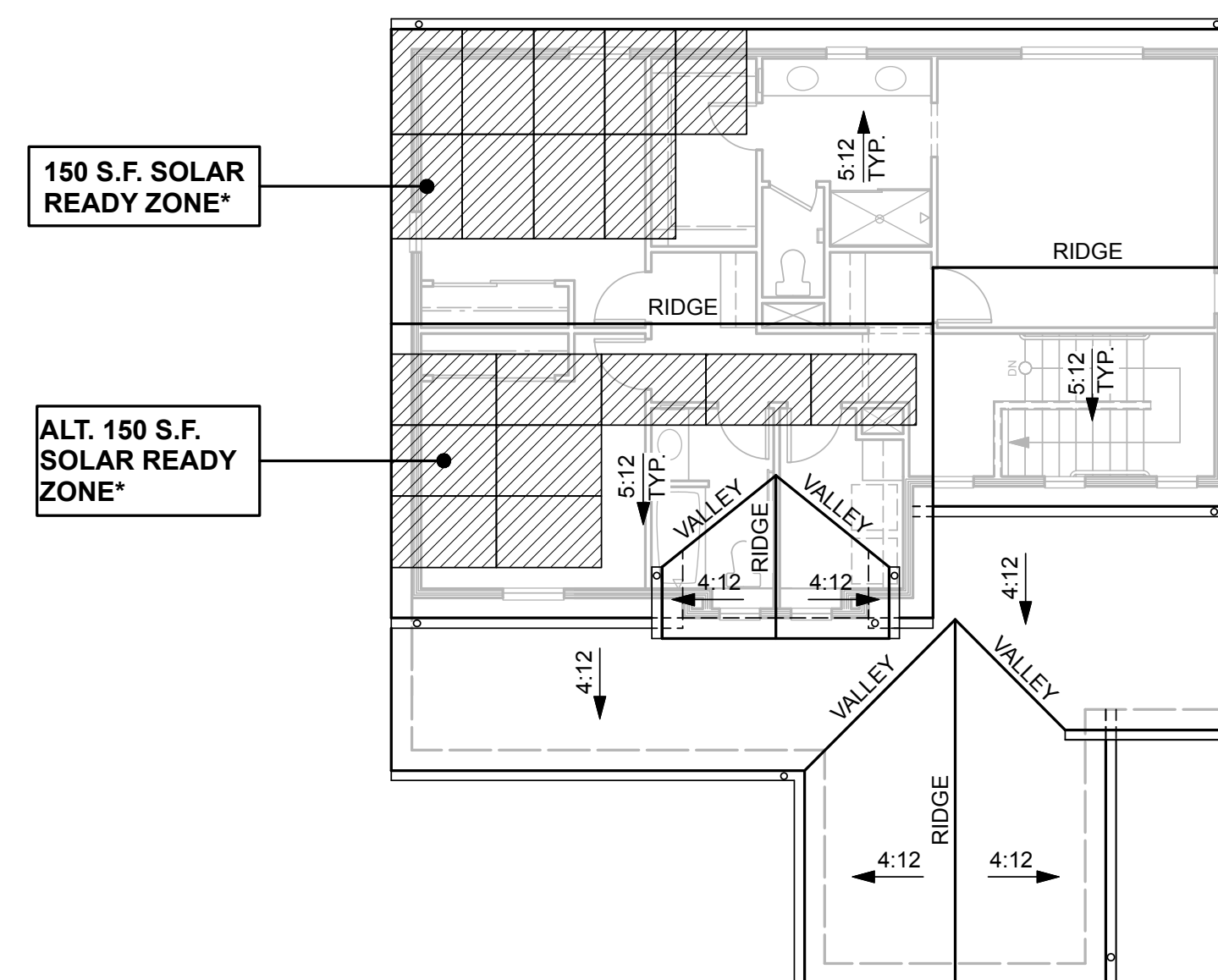
**RIGHT SIDE "A"**



**REAR "A"**



**LEFT SIDE "A"**



**ROOF PLAN "A"**



**FRONT ELEVATION "A"  
(TUSCAN)**

**TUSCAN CHARACTERISTICS**

- PREDOMINANTLY HIP ROOFS
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- HIP ROOFS
- CONCRETE TILE ROOFING - "LOW PROFILE "S"
- 12 INCH EAVES
- 12 INCH RAKES
- 6" OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- PORCH POSTS (WHERE OCCURS)

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

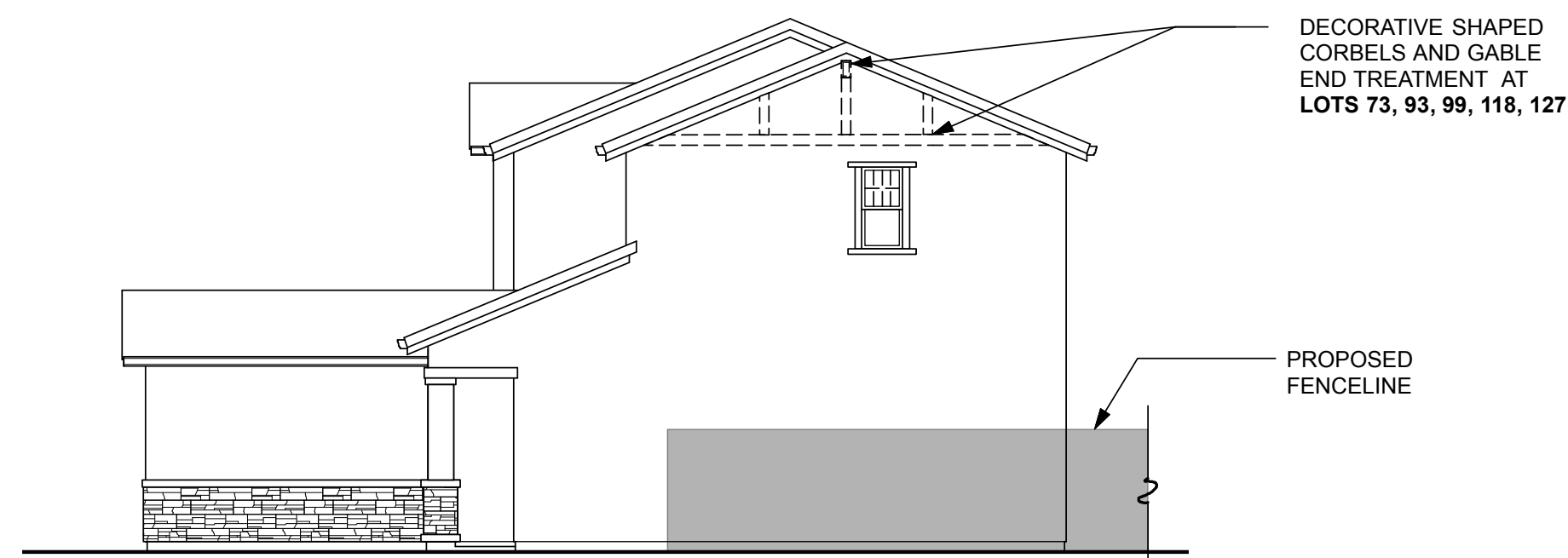
- STUCCO SIDING
- STONE VENEER (WHERE OCCURS)

**TRIM**

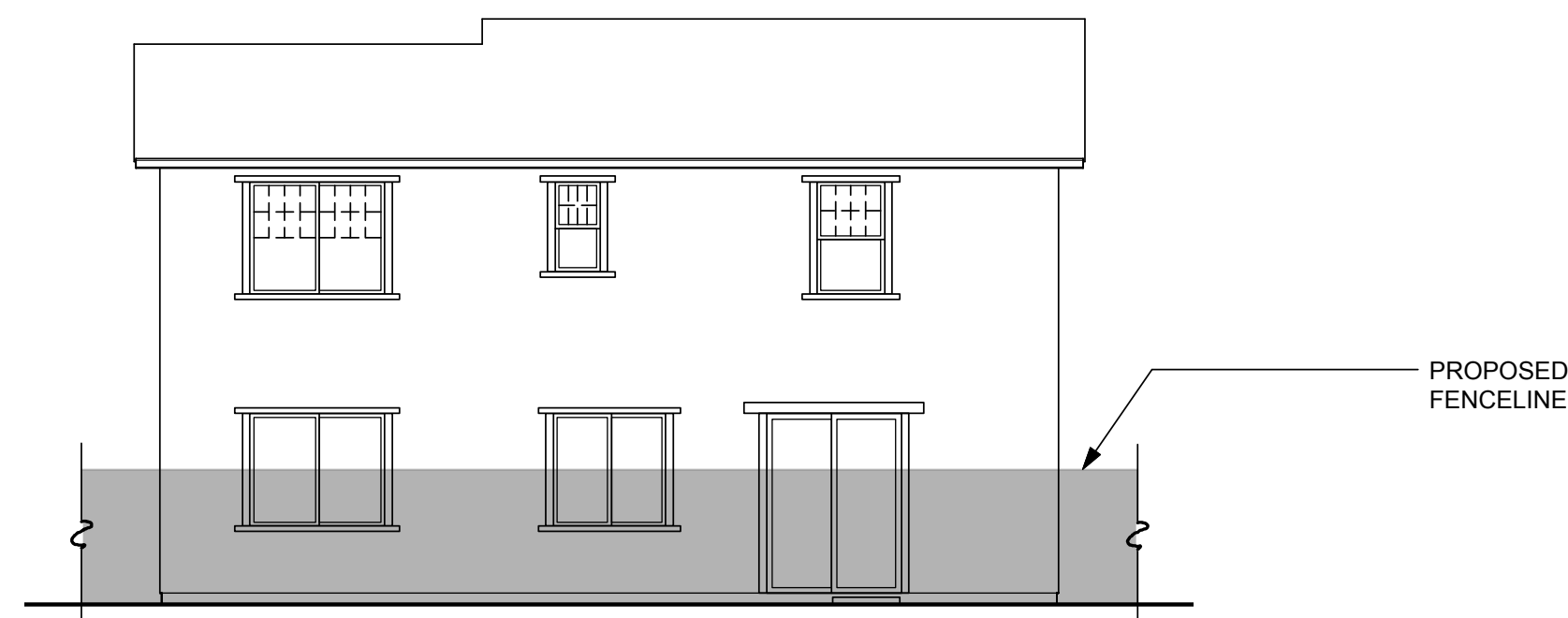
- STUCCO OVER FOAM TRIM

**ENHANCEMENTS**

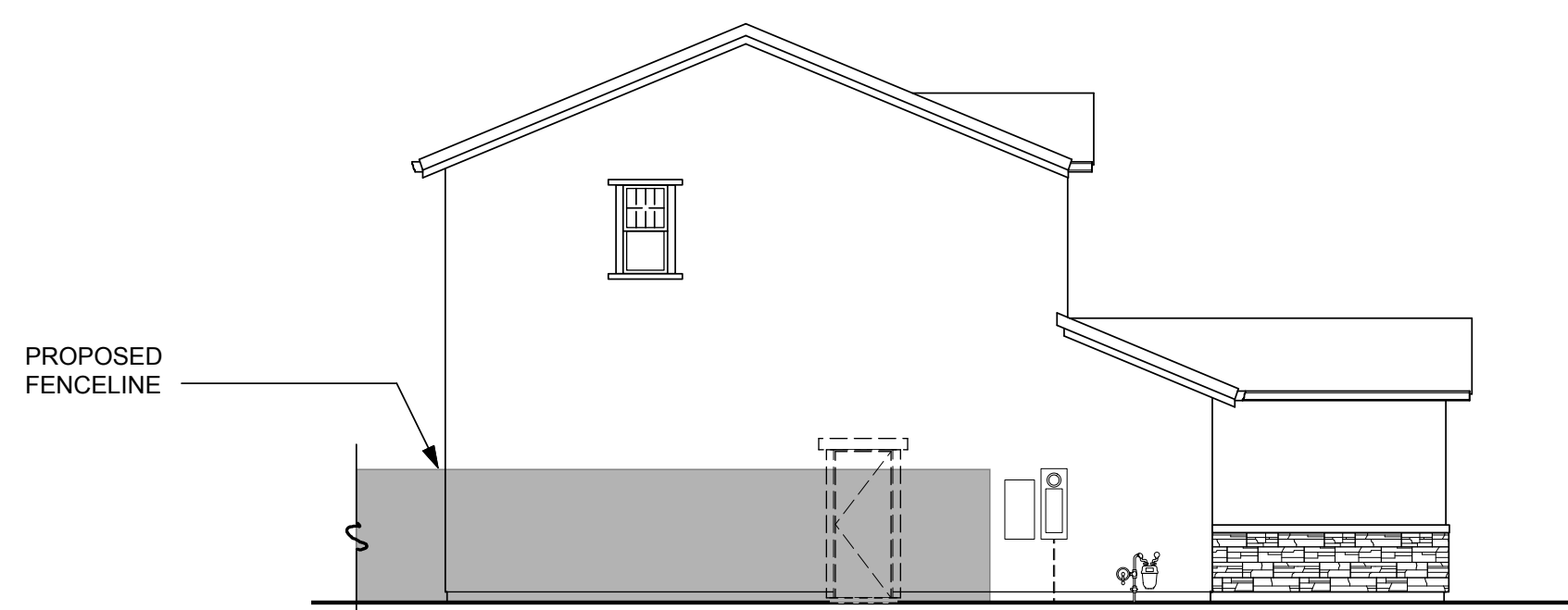
- WINDOW GRID ON STREET FACADES
- DECORATIVE POST AT ENTRY
- DECORATIVE STONE VENEER AT ENTRY'S AND STREET CORNER FACADES
- DECORATIVE PLANK & BATTEN SHUTTERS AT ENTRY AND STREET CORNER FACADES
- FAUX CORBELS AT ENTRY GABLE ENDS
- THEME SPECIFIC GARAGE DOOR



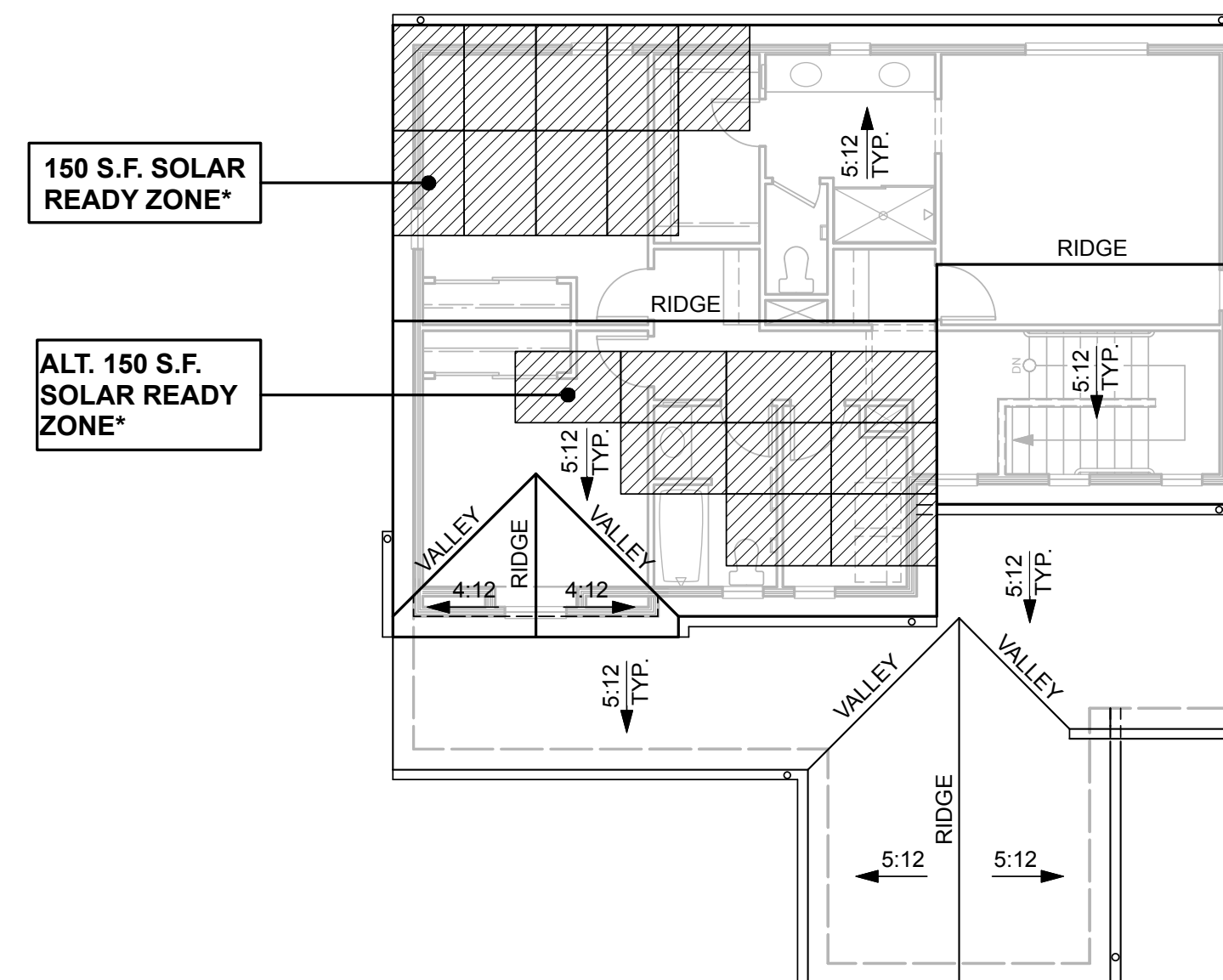
**RIGHT SIDE "B"**



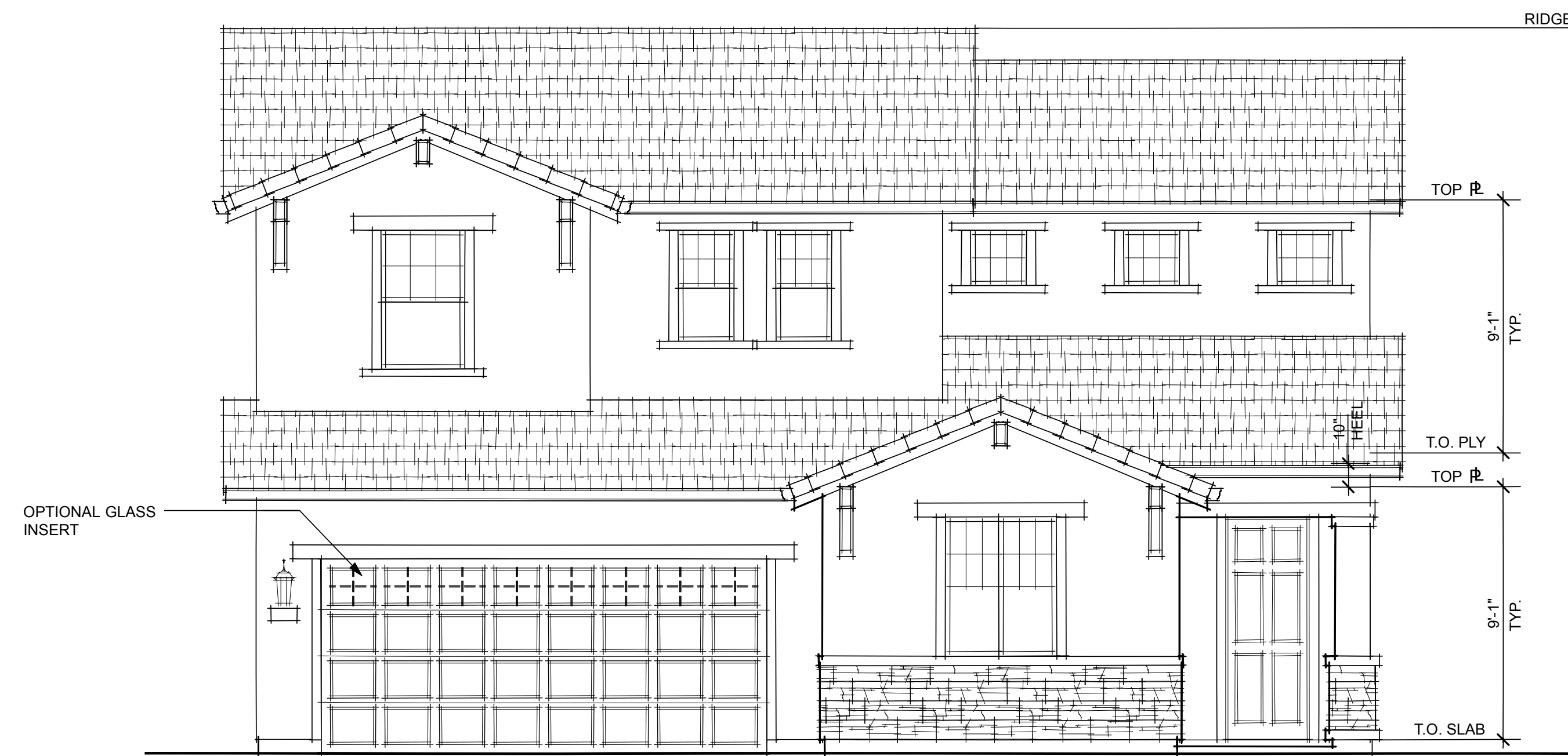
**REAR "B"**



**LEFT SIDE "B"**



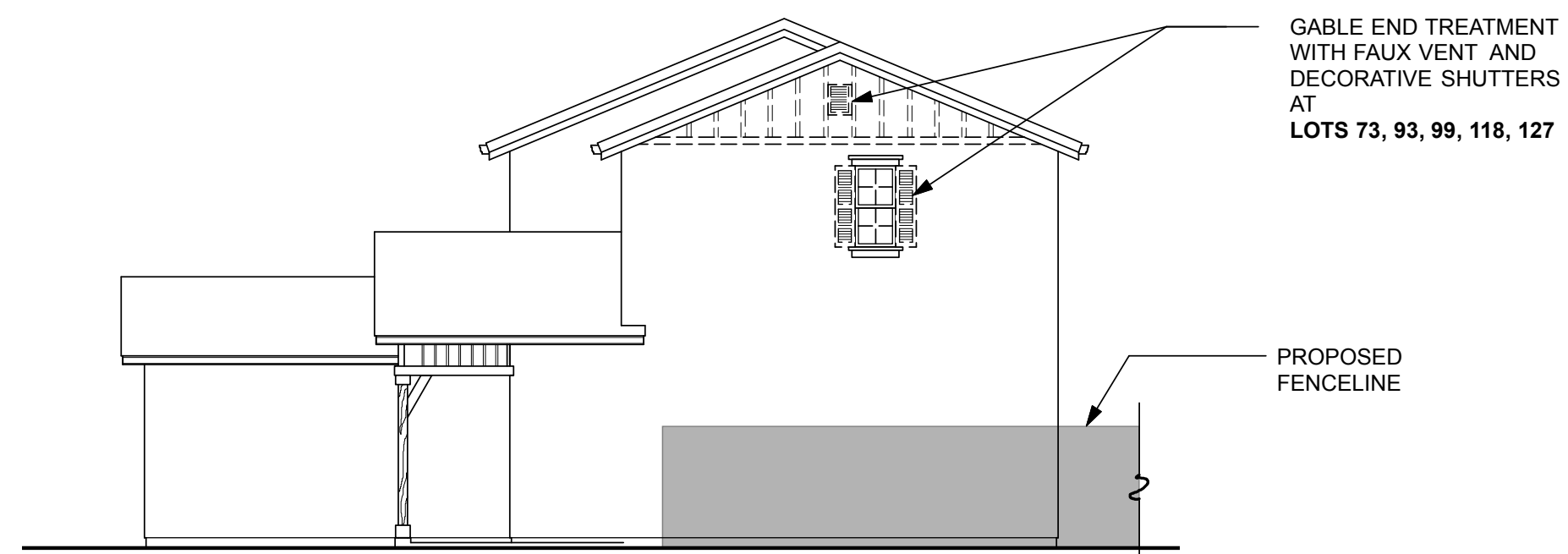
**ROOF PLAN "B"**



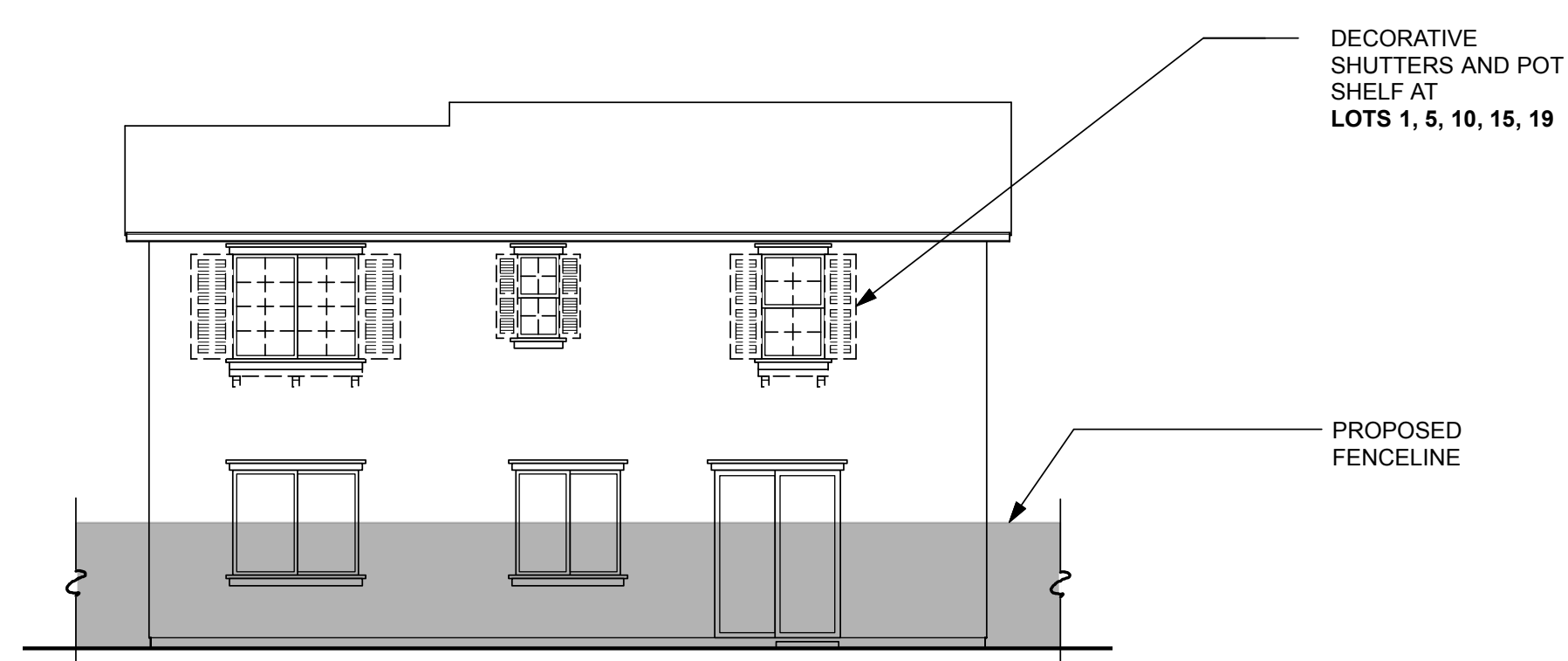
**FRONT ELEVATION "B"  
(CRAFTSMAN)**

CRAFTSMAN CHARACTERISTICS	
<ul style="list-style-type: none"> <li>• PREDOMINANT GABLE ROOF</li> <li>• ENHANCED ENTRY WAYS</li> <li>• THEME SPECIFIC GARAGE DOOR</li> </ul>	
<b>ROOF</b>	
<ul style="list-style-type: none"> <li>• GABLE ROOFS</li> <li>• CONCRETE "SHAKE" ROOFING</li> <li>• OGEE GUTTERS</li> </ul>	
<b>ENTRY WAYS</b>	
<ul style="list-style-type: none"> <li>• ACCENT PAINTED ENTRY DOORS</li> <li>• PORCH POSTS W/ OPTIONAL STONE</li> </ul>	
<b>WINDOWS</b>	
<ul style="list-style-type: none"> <li>• WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES</li> </ul>	
<b>EXTERIOR MATERIALS</b>	
<ul style="list-style-type: none"> <li>• STUCCO SIDING</li> <li>• CULTURED STONE VENEER (WHERE OCCURS)</li> </ul>	
<b>TRIM</b>	
<ul style="list-style-type: none"> <li>• STUCCO OVER FOAM TRIM</li> </ul>	
<b>ENHANCEMENTS</b>	
<ul style="list-style-type: none"> <li>• WINDOW GRID ON STREET FACADES</li> <li>• DECORATIVE POSTS AT ENTRY</li> <li>• CULTURED STONE (WHERE OCCURS)</li> <li>• ENHANCED GABLE END TRIM</li> <li>• SHAPED FOAM OUTLOOKERS</li> <li>• THEME SPECIFIC GARAGE DOOR</li> <li>• DUTCH GABLE END AT FRONT ENTRY</li> </ul>	

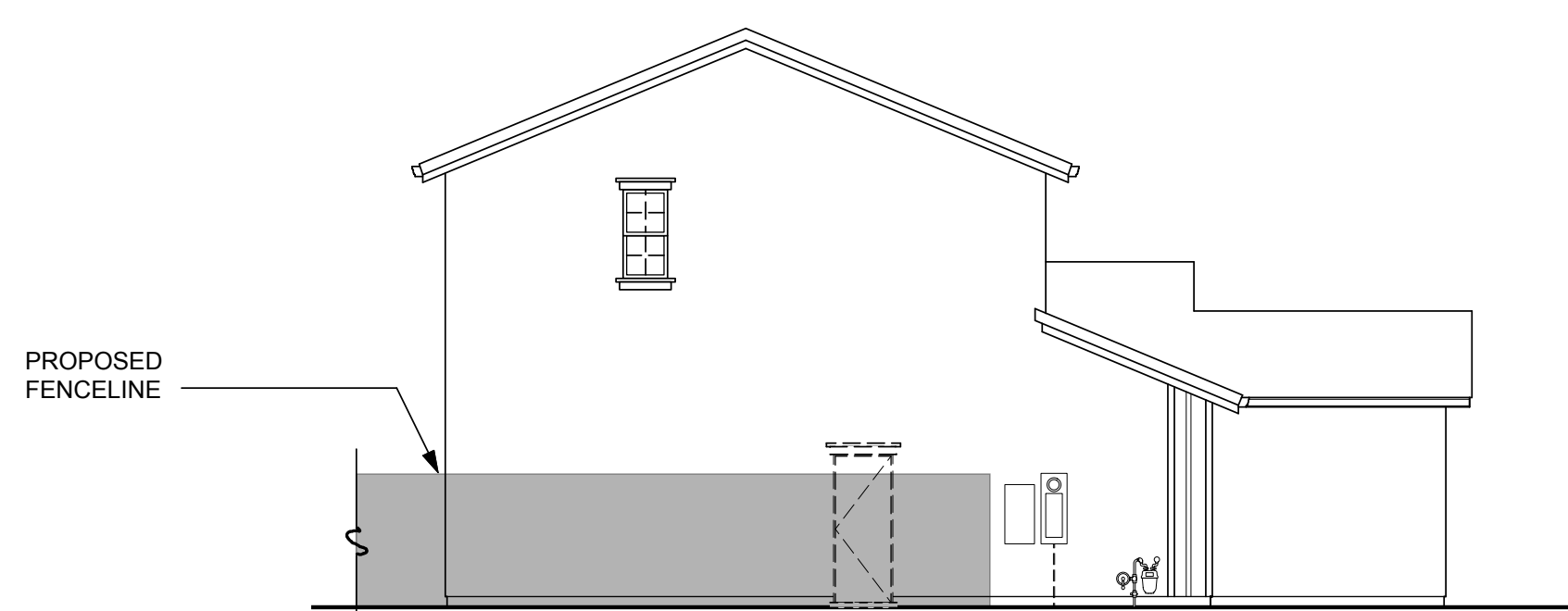




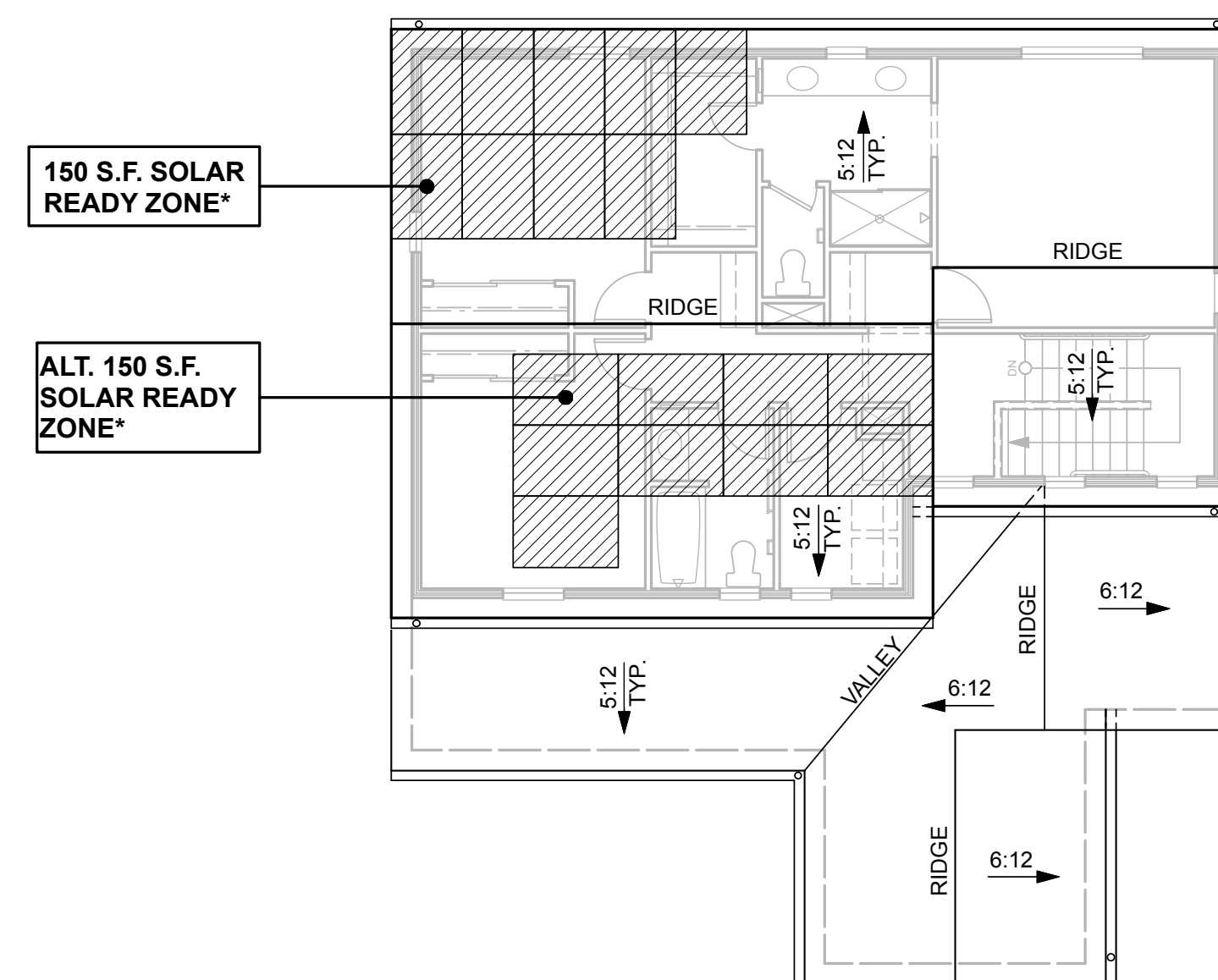
**RIGHT SIDE "C"**



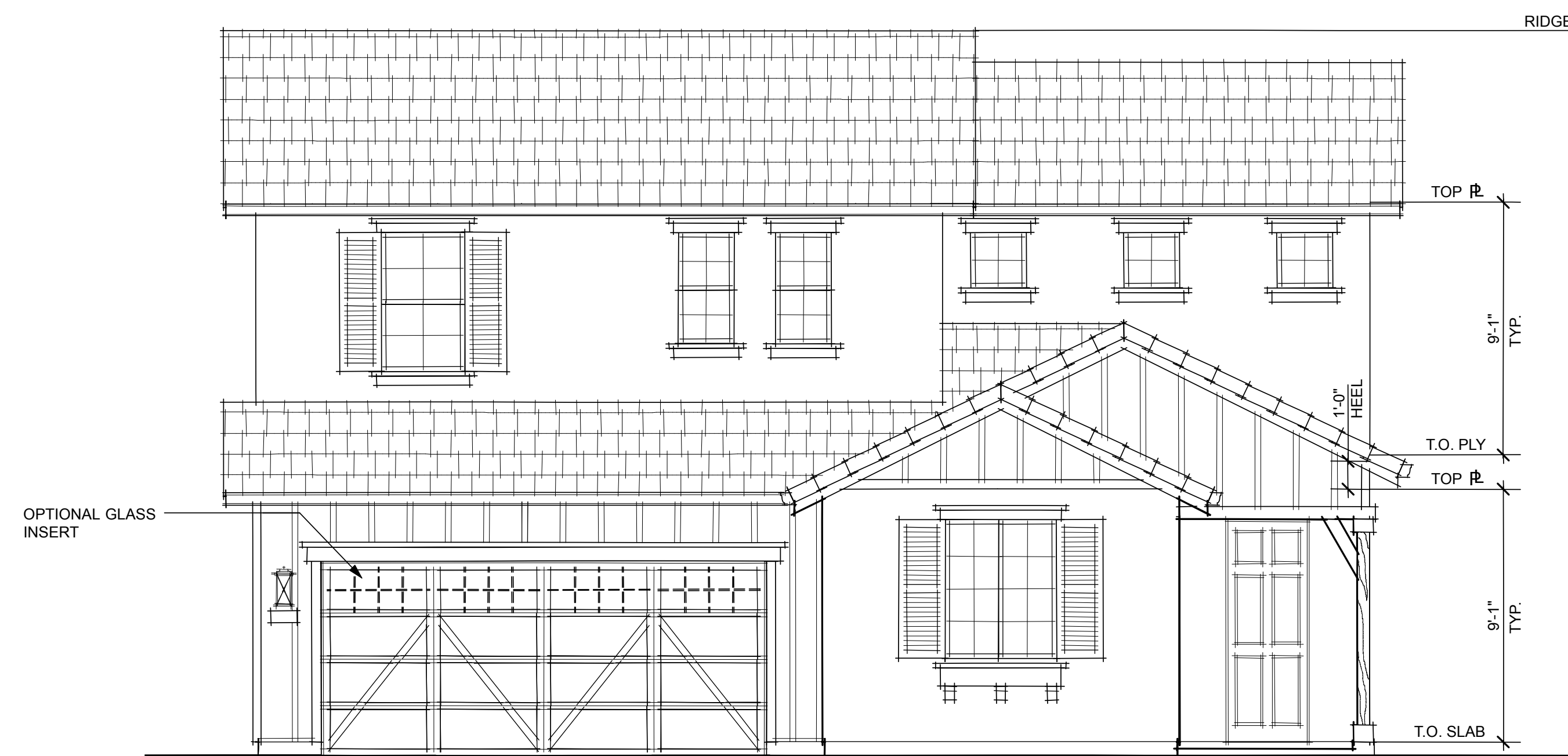
**REAR "C"**



**LEFT SIDE "C"**



**ROOF PLAN "C"**



**FRONT ELEVATION "C"  
(FARMHOUSE)**

**FARMHOUSE CHARACTERISTICS**

- PREDOMINANTLY GABLE ROOFS
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- TYPICAL 6:12 PITCH ROOFS
- CONCRETE "SLATE" ROOFING
- VARIED PLATE HEIGHTS
- 12 INCH EAVES
- 12 INCH RAKES
- OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- BOARD AND BATTEN WITH STUCCO WAINSCOT

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

- STUCCO SIDING
- BOARD AND BATTEN SIDING ACCENT

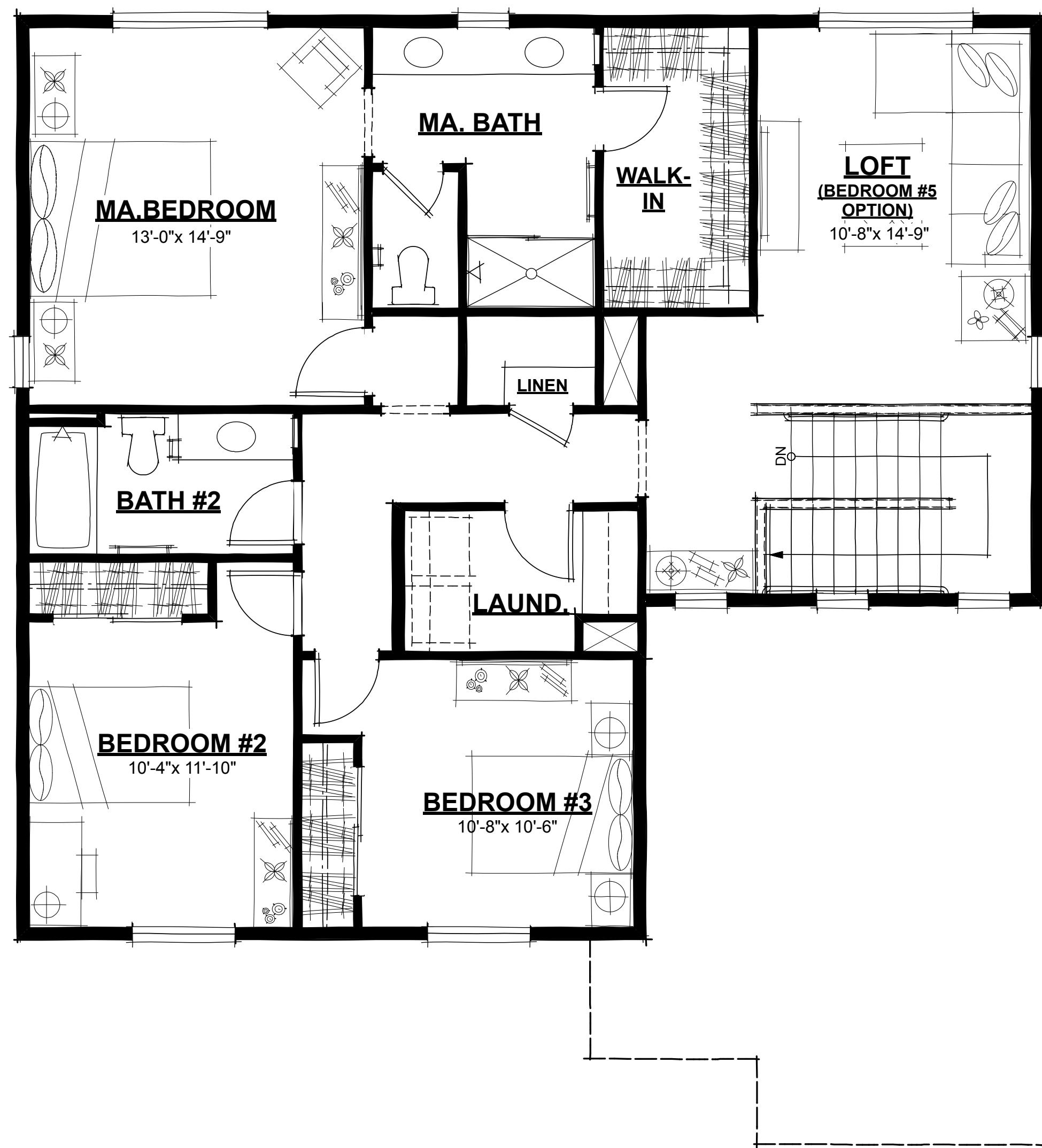
**TRIM**

- STUCCO OVER FOAM TRIM
- WOOD TRIM AT BOARD AND BATTEN

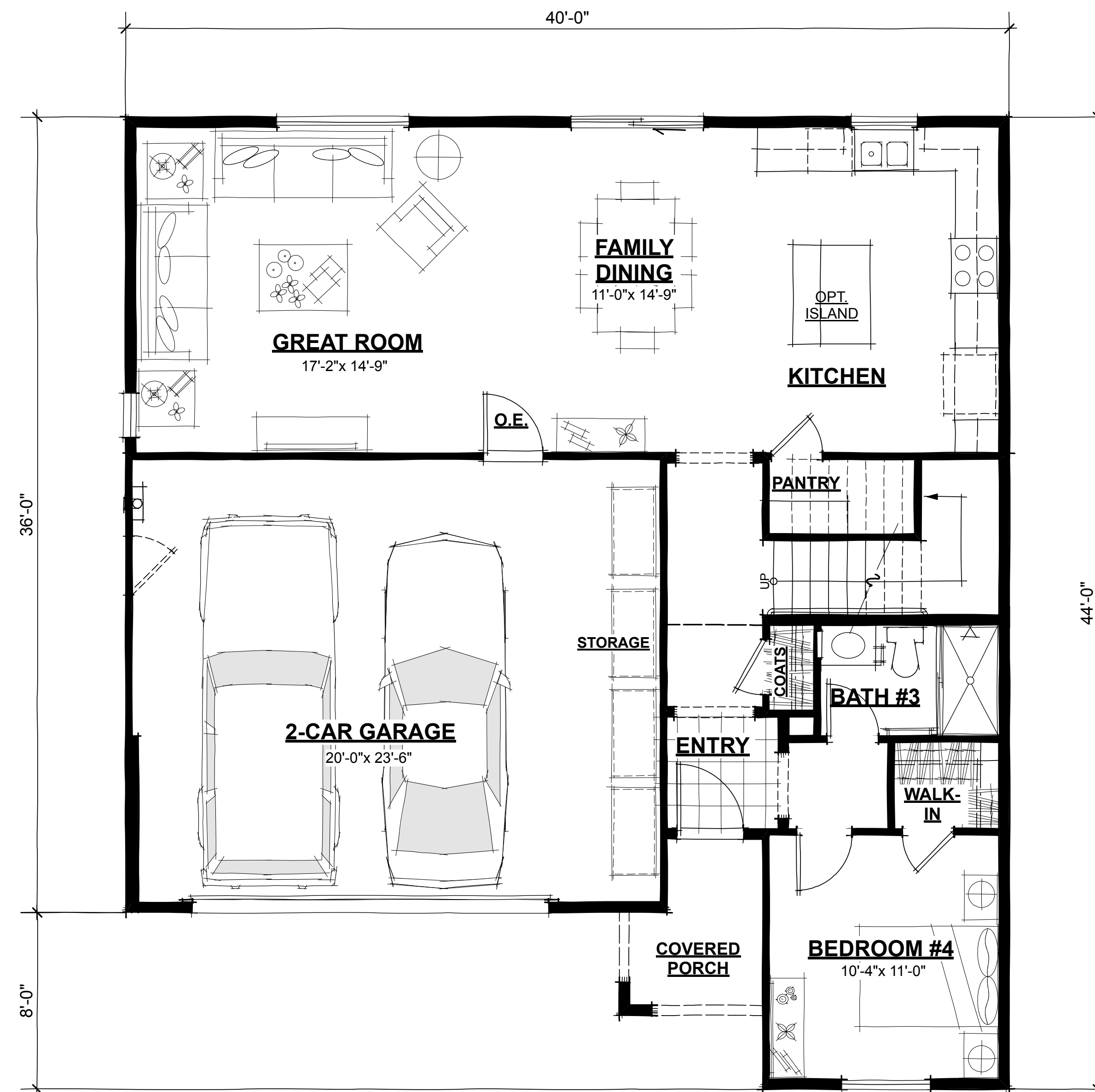
**ENHANCEMENTS**

- SHUTTERS AT ENTRY AND STREET CORNER FACADES
- ENHANCED GABLE END VERTICAL BOARD AND BATTEN SIDING AT ENTRY WAYS
- FAUX GABLE END VENTS





**SECOND FLOOR PLAN (1161 S.F.)**



**FIRST FLOOR PLAN (1018 S.F.; 2179 TOTAL S.F.)**

**PLAN 16 (240-2179)**

**DeNOVA AT AVIANO**  
**Antioch, California**



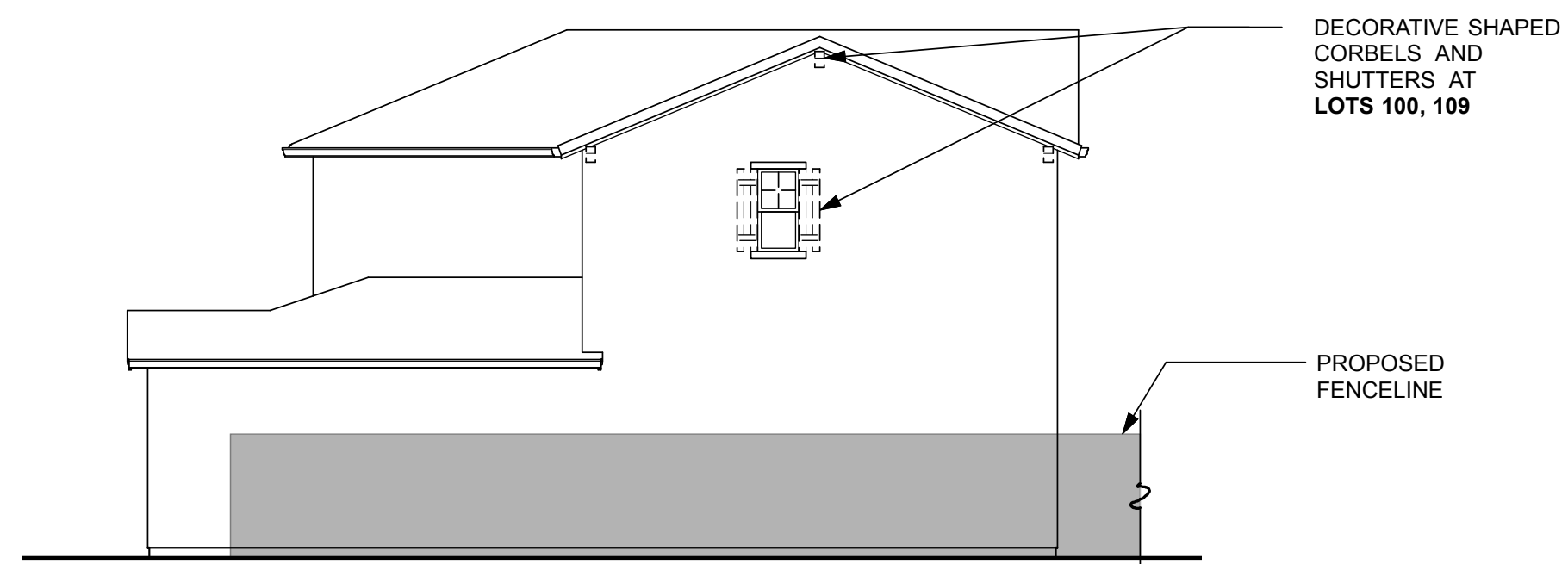
940 Tyler Street #19  
 Benicia, CA 94510  
 Phone: (707) 746-6586



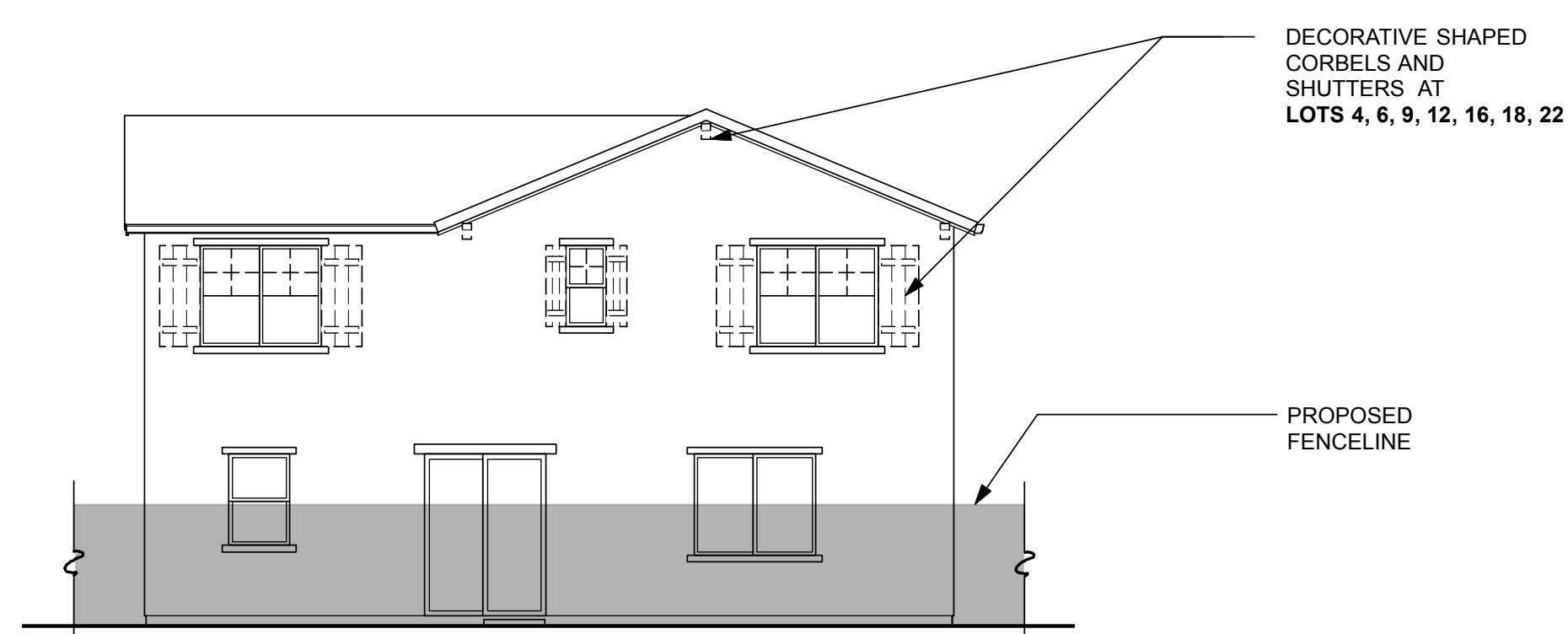
**SHEET A-13**

1923 11-15-19

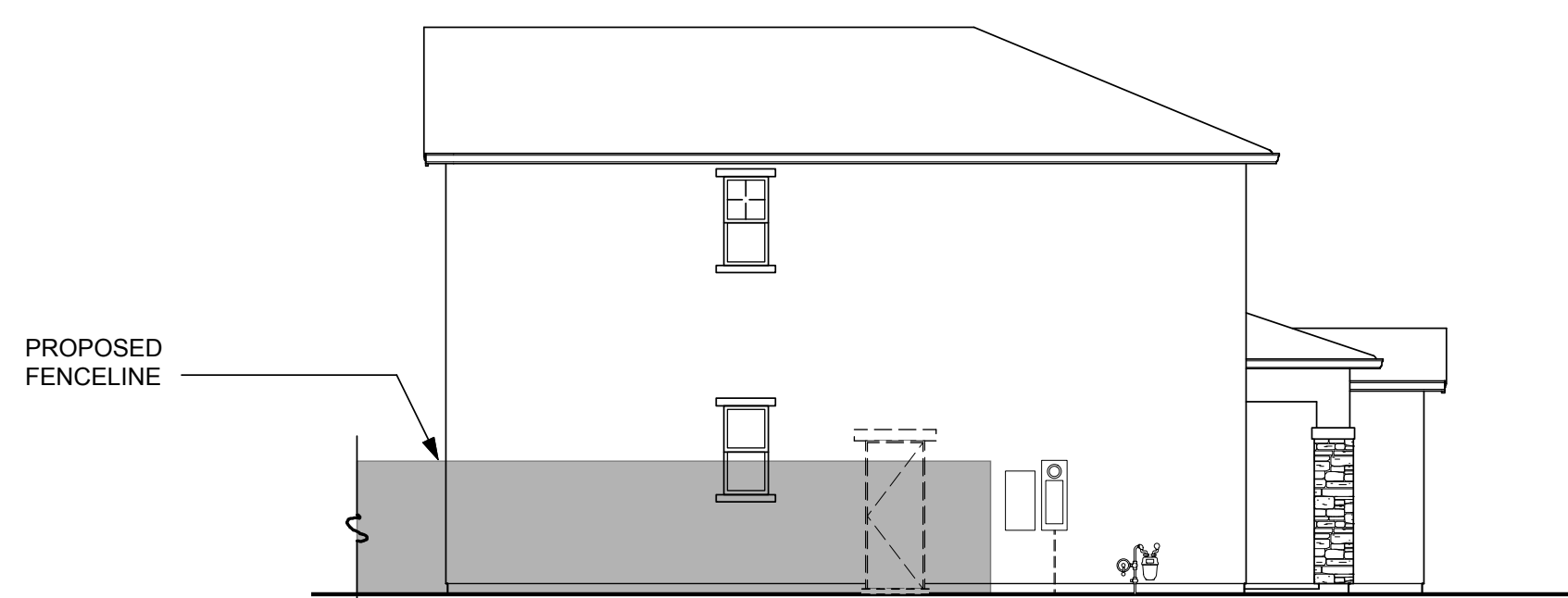
**C15**



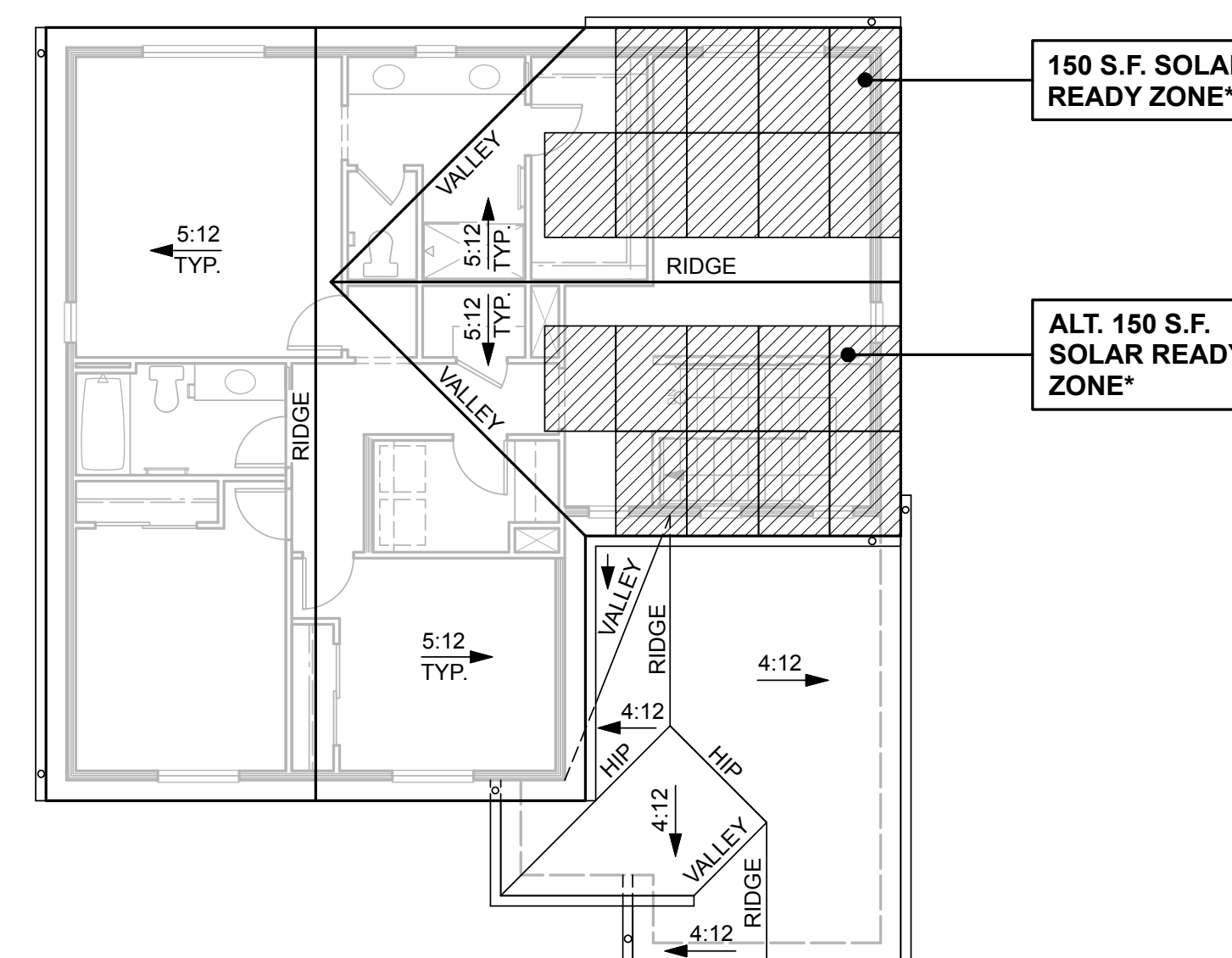
**RIGHT SIDE "A"**



**REAR "A"**



**LEFT SIDE "A"**



**ROOF PLAN "A"**



**FRONT ELEVATION "A"  
(TUSCAN)**

**TUSCAN CHARACTERISTICS**

- PREDOMINANTLY HIP ROOFS
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- HIP ROOFS
- CONCRETE TILE ROOFING - "LOW PROFILE "S"
- 12 INCH EAVES
- 12 INCH RAKES
- 6" OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- PORCH POSTS (WHERE OCCURS)

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

- STUCCO SIDING
- STONE VENEER (WHERE OCCURS)

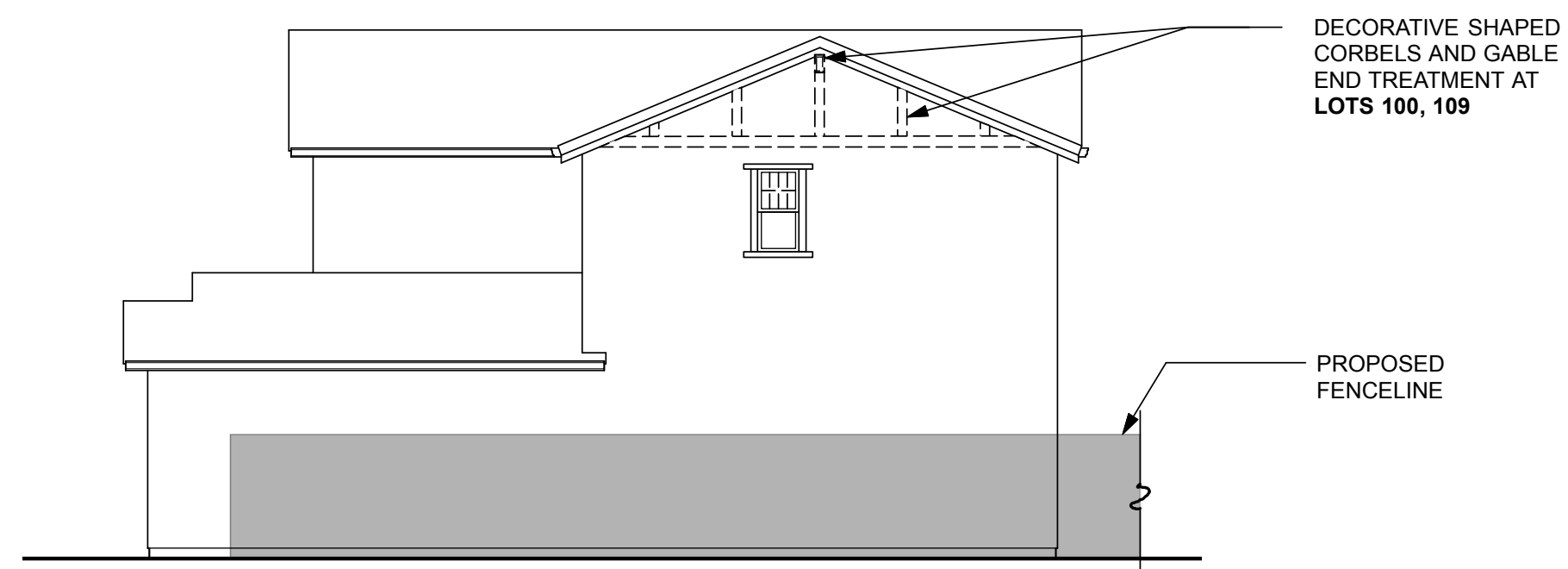
**TRIM**

- STUCCO OVER FOAM TRIM

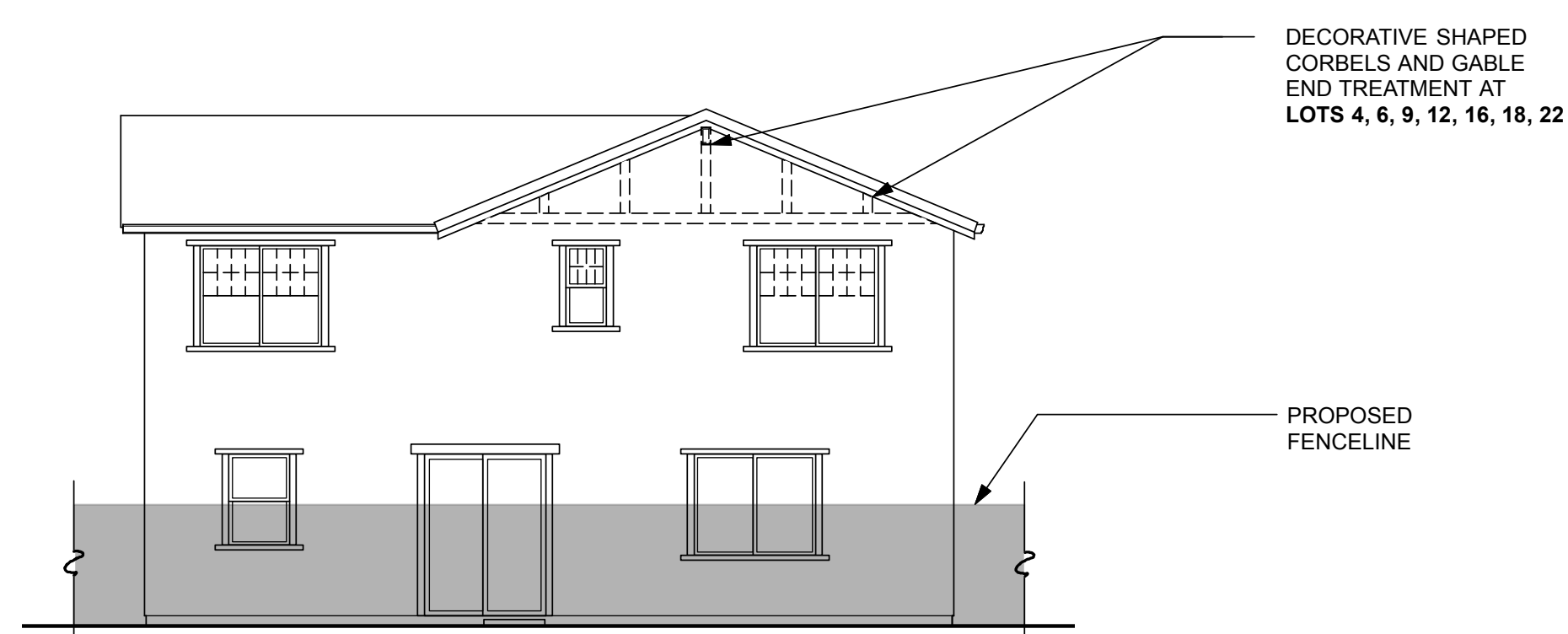
**ENHANCEMENTS**

- WINDOW GRID ON STREET FACADES
- DECORATIVE POST AT ENTRY
- DECORATIVE STONE VENEER AT ENTRY'S AND STREET CORNER FACADES
- DECORATIVE PLANK & BATTEN SHUTTERS AT ENTRY AND STREET CORNER FACADES
- FAUX CORBELS AT ENTRY GABLE ENDS
- THEME SPECIFIC GARAGE DOOR

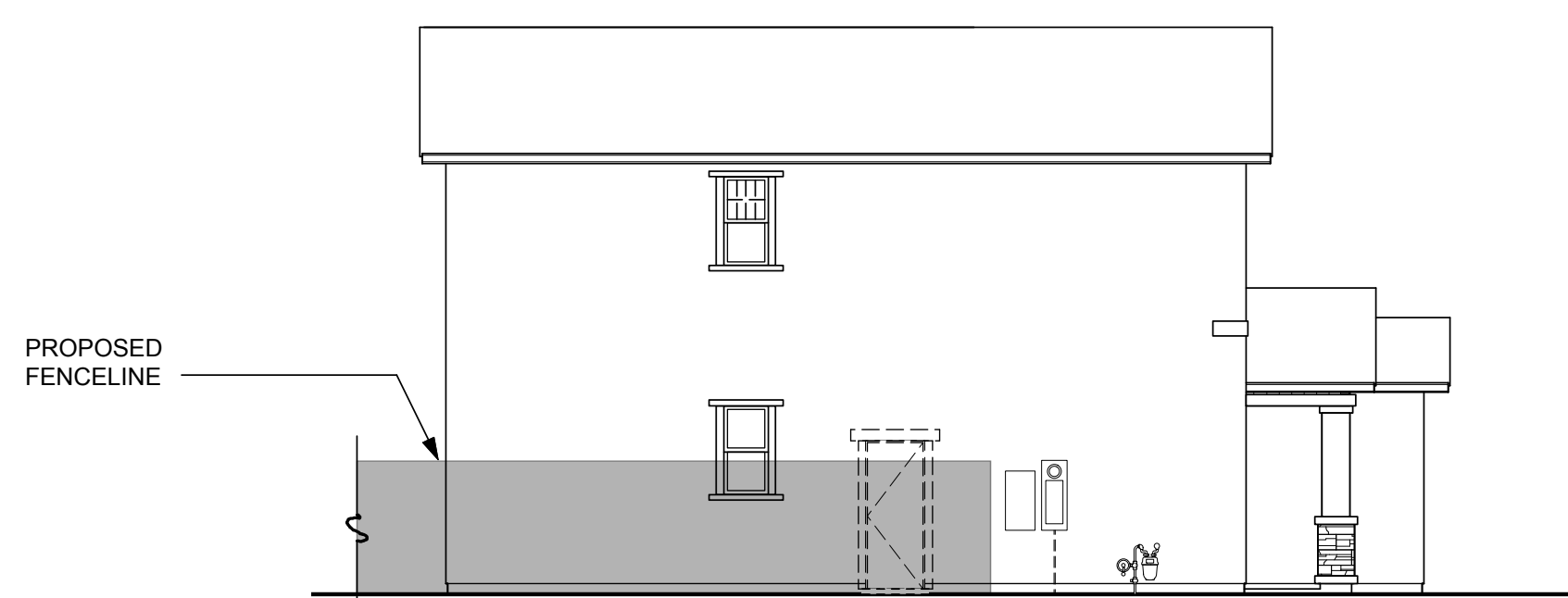




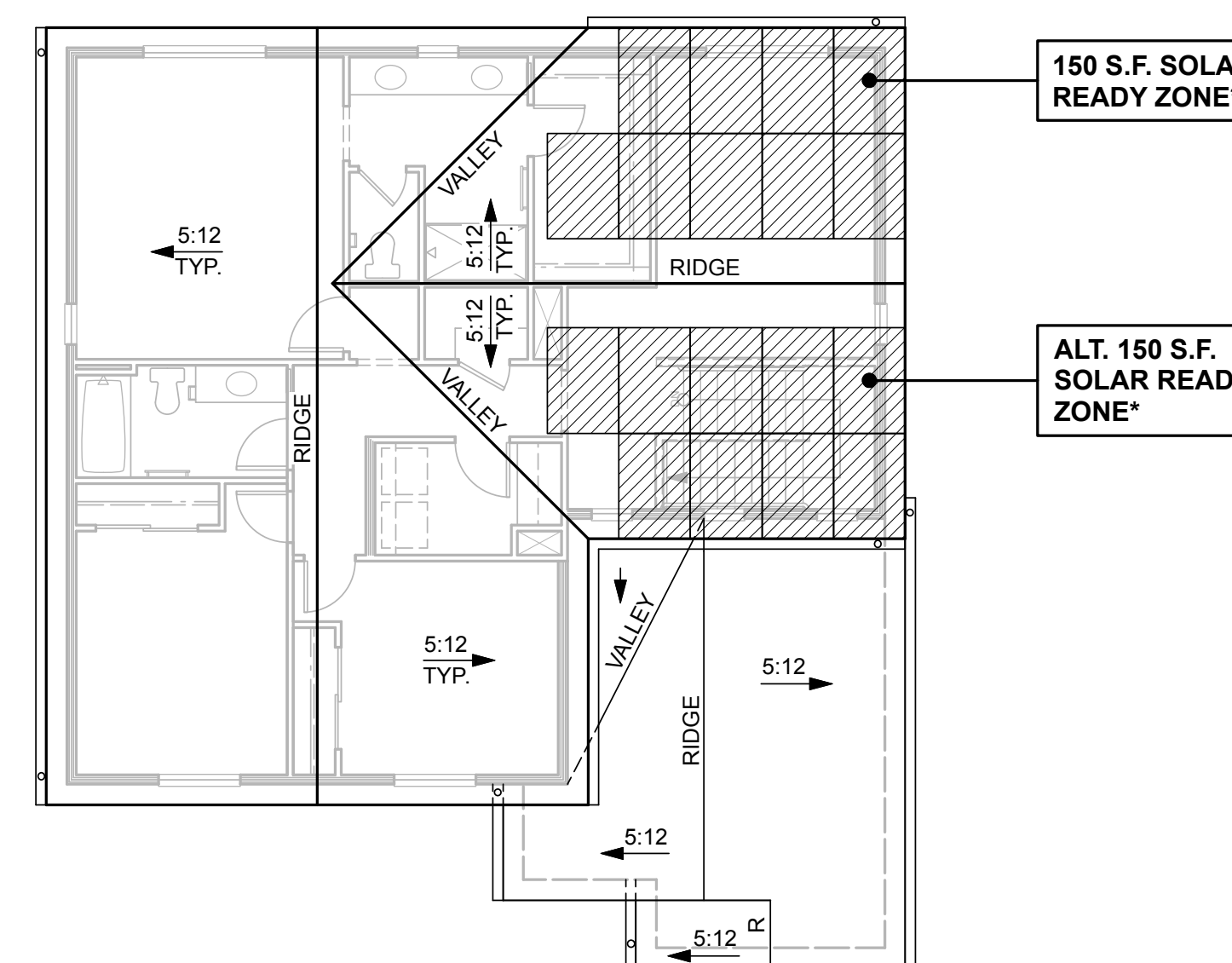
**RIGHT SIDE "B"**



**REAR "B"**



**LEFT SIDE "B"**



**ROOF PLAN "B"**



**FRONT ELEVATION "B"  
(CRAFTSMAN)**

**CRAFTSMAN CHARACTERISTICS**

- PREDOMINANT GABLE ROOF
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- GABLE ROOFS
- CONCRETE "SHAKE" ROOFING
- OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- PORCH POSTS W/ OPTIONAL STONE

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

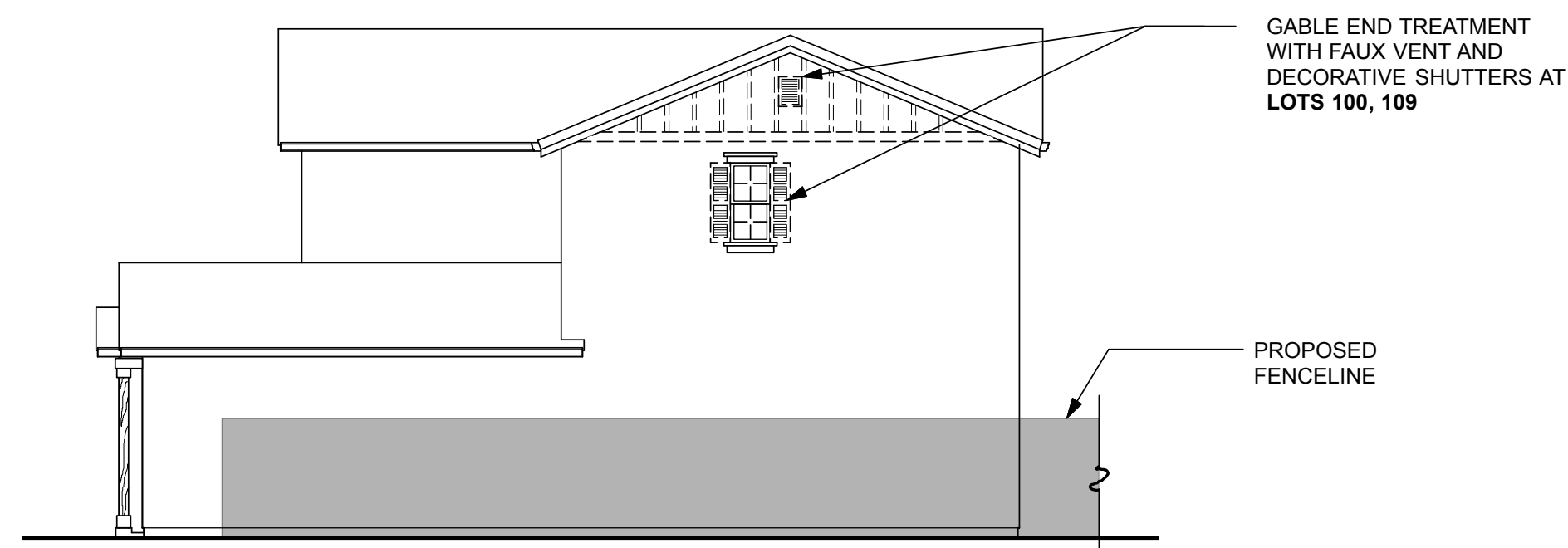
- STUCCO SIDING
- CULTURED STONE VENEER (WHERE OCCURS)

**TRIM**

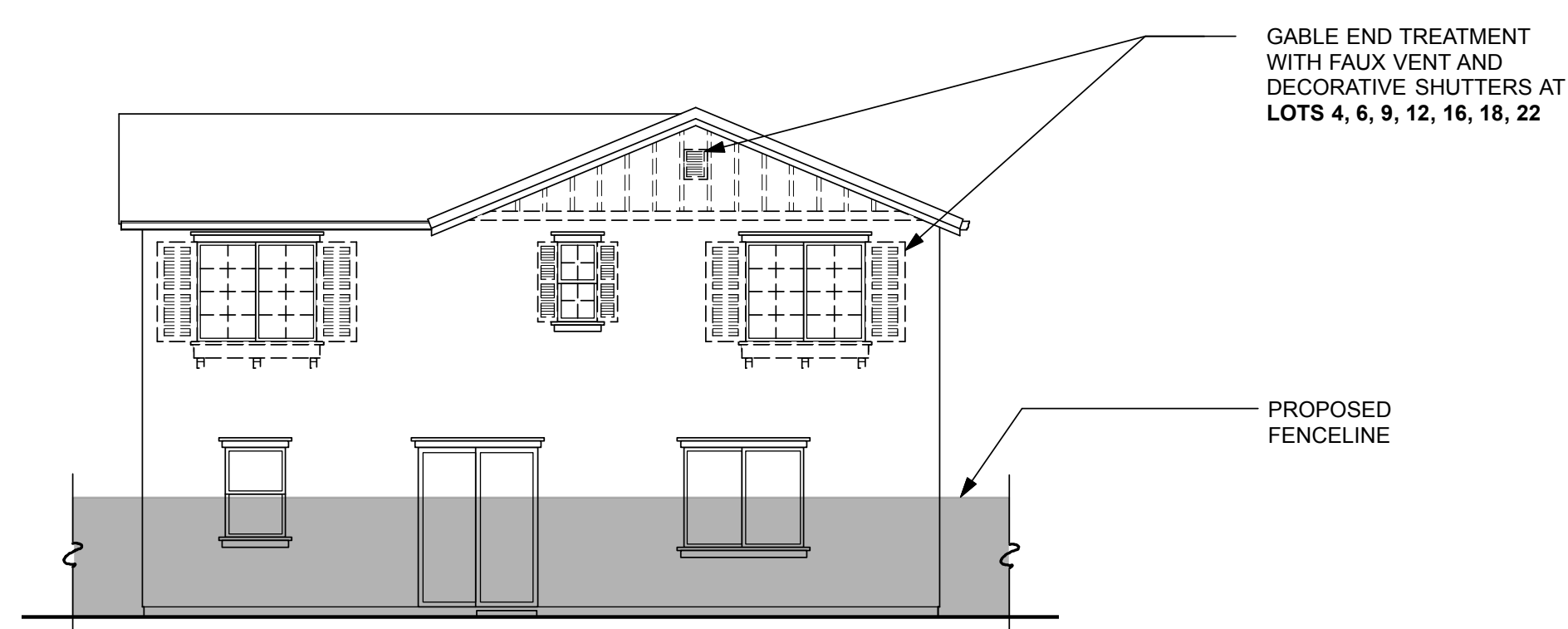
- STUCCO OVER FOAM TRIM

**ENHANCEMENTS**

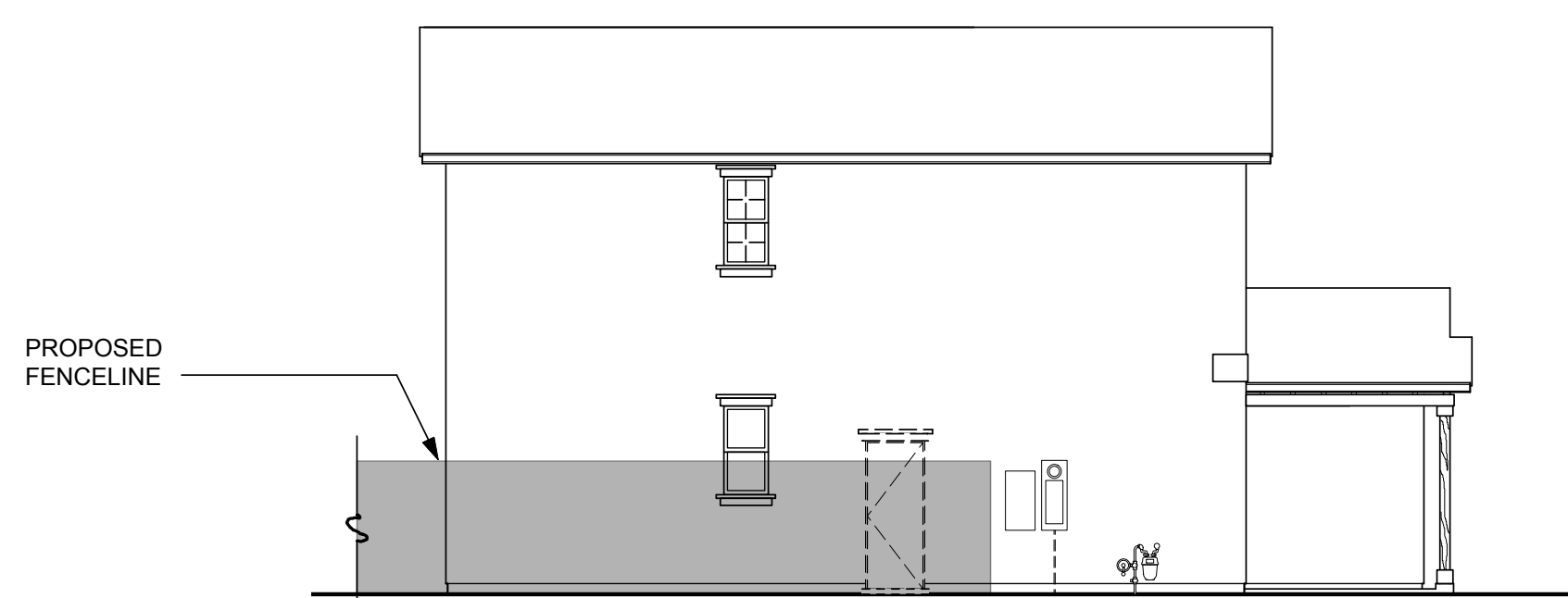
- WINDOW GRID ON STREET FACADES
- DECORATIVE POSTS AT ENTRY
- CULTURED STONE (WHERE OCCURS)
- ENHANCED GABLE END TRIM
- SHAPED FOAM OUTLOOKERS
- THEME SPECIFIC GARAGE DOOR
- DUTCH GABLE END AT FRONT ENTRY



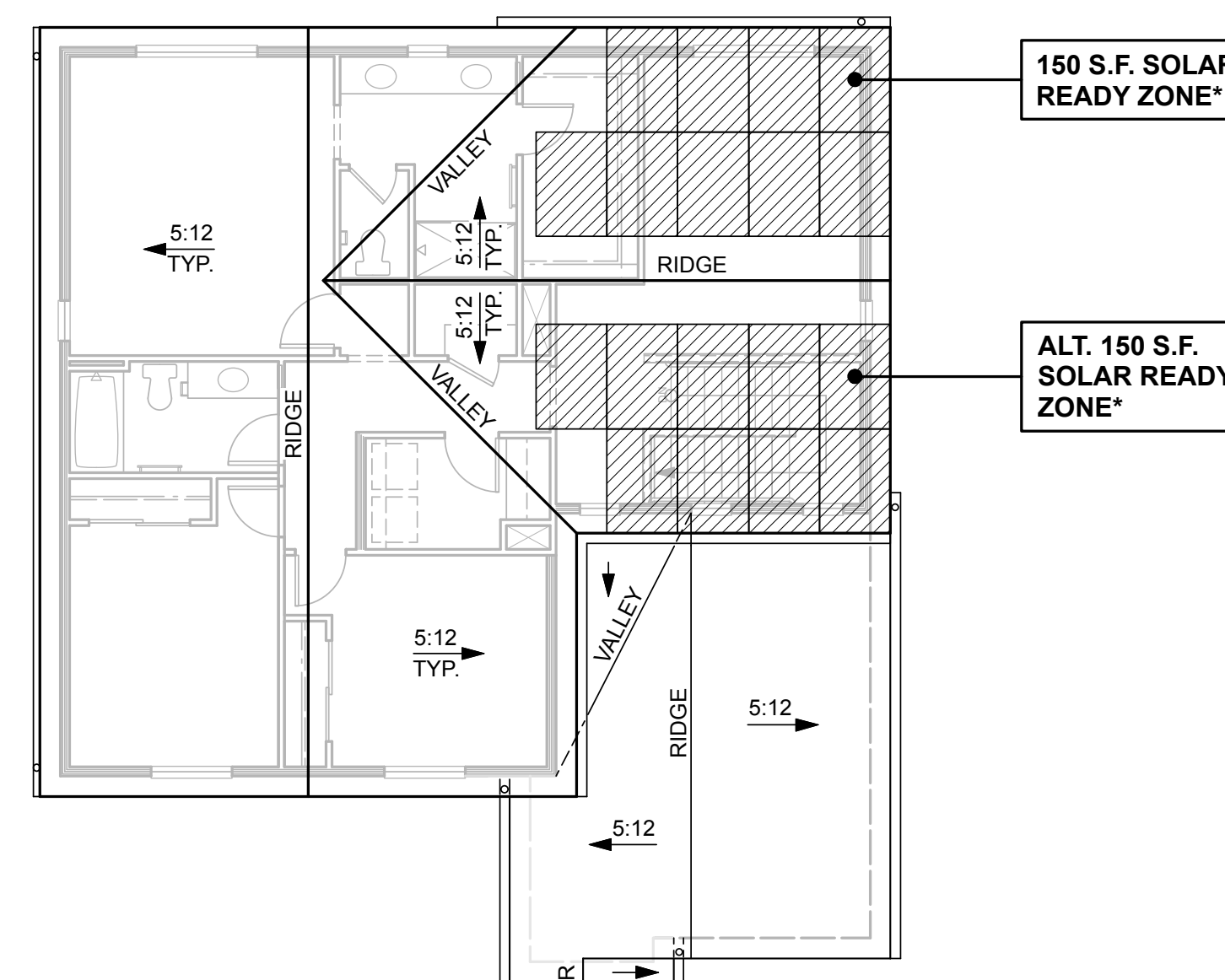
**RIGHT SIDE "C"**



**REAR "C"**



**LEFT SIDE "C"**



**ROOF PLAN "C"**



**FRONT ELEVATION "C"  
(FARMHOUSE)**

**FARMHOUSE CHARACTERISTICS**

- PREDOMINANTLY GABLE ROOFS
- ENHANCED ENTRY WAYS
- THEME SPECIFIC GARAGE DOOR

**ROOF**

- TYPICAL 6:12 PITCH ROOFS
- CONCRETE "SLATE" ROOFING
- VARIED PLATE HEIGHTS
- 12 INCH EAVES
- 12 INCH RAKES
- OGEE GUTTERS

**ENTRY WAYS**

- ACCENT PAINTED ENTRY DOORS
- BOARD AND BATTEN WITH STUCCO WAINSCOT

**WINDOWS**

- WINDOWS WITH THEME SPECIFIC WINDOW GRIDS AT STREET FACADES

**EXTERIOR MATERIALS**

- STUCCO SIDING
- BOARD AND BATTEN SIDING ACCENT

**TRIM**

- STUCCO OVER FOAM TRIM
- WOOD TRIM AT BOARD AND BATTEN

**ENHANCEMENTS**

- SHUTTERS AT ENTRY AND STREET CORNER FACADES
- ENHANCED GABLE END VERTICAL BOARD AND BATTEN SIDING AT ENTRY WAYS
- FAUX GABLE END VENTS

ATTACHMENT "D"

# DeNOVA AT AVIANO

BY



*Building a Better Community®*

**COLOR SCHEMES  
STONE VENEER  
ROOF MATERIALS**

NOVEMBER 15, 2019



940 Tyler Street, #19 • Benicia, CA 94510 • (707) 746-6586 • fax (707) 746-5448

**D1**



## COLOR APPLICATIONS

### **TUSCAN SCHEMES 1, 2, & 3** (ELEVATIONS "A")

---

COLOR 1 – STUCCO BODY & DOWNSPOUTS

COLOR 2 – TRIM, FASCIA, GUTTERS & OUTLOOKER CORBELS

COLOR 3 – SHUTTERS, ENTRY DOOR & GARAGE DOOR

### **CRAFTSMAN SCHEMES 4, 5, & 6** (ELEVATIONS "B")

---

COLOR 1 – BODY

COLOR 2 – TRIM, FASCIA, KICKERS, CORBELS, & POSTS

COLOR 3 – SIDING, GARAGE DOOR

COLOR 4 – FRONT ENTRY DOOR

### **FARMHOUSE SCHEMES 7, 8, & 9** (ELEVATIONS "C")

---

COLOR 1 – STUCCO BODY & DOWNSPOUTS AT BODY

COLOR 2 – ACCENT BOARD & BATTEN SIDING, DOWNSPOUTS AT BOARD & BATTEN

COLOR 3 – TRIM, FASCIA, POSTS, GARAGE DOOR

COLOR 4 – SHUTTERS & FRONT ENTRY DOOR

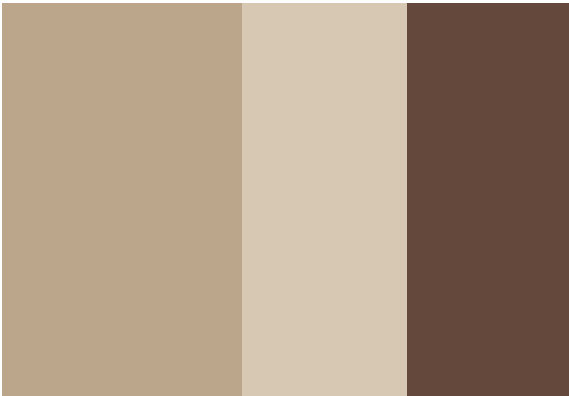
## SCHEME 1 (Tucan – Elevation “A”)

**SHERWIN-WILLIAMS PAINT:**

COLOR 1	SW 6106	Sands of Time (Primary Body)
COLOR 2	SW 6099	Sand Dollar (Trim, Fascia, Gutters)
COLOR 3	SW 2856	Fairfax Brown (Shutters, Entry Dr, Garage Dr)

**EAGLE ROOFING:** 2636 Piedmont

**ELDORADO STONE:** Fieldledge Meseta Fieldledge



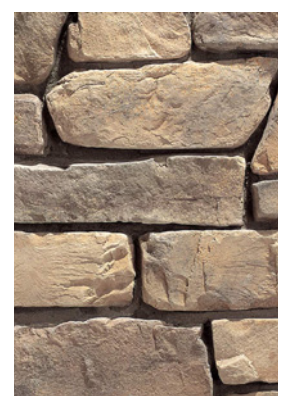
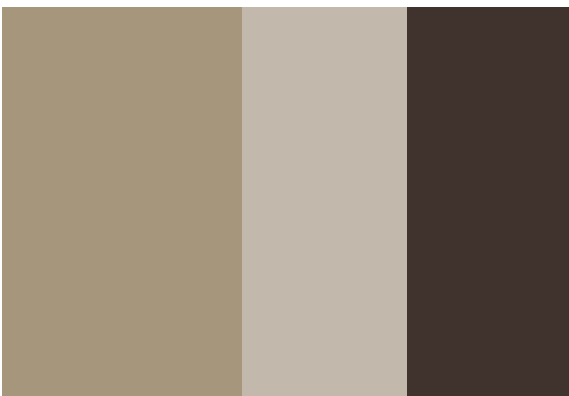
## SCHEME 2 (Tuscan – Elevation “A”)

**SHERWIN-WILLIAMS PAINT:**

COLOR 1	SW 2827	Colonial Revival Stone (Primary Body)
COLOR 2	SW 6072	Versatile Gray (Trim, Fascia, Gutters)
COLOR 3	SW 6006	Black Bean (Shutters, Entry Dr, Garage Dr)

**EAGLE ROOFING:** 2578 Ramona

**ELDORADO STONE:** Fieldledge Umbria Fieldledge



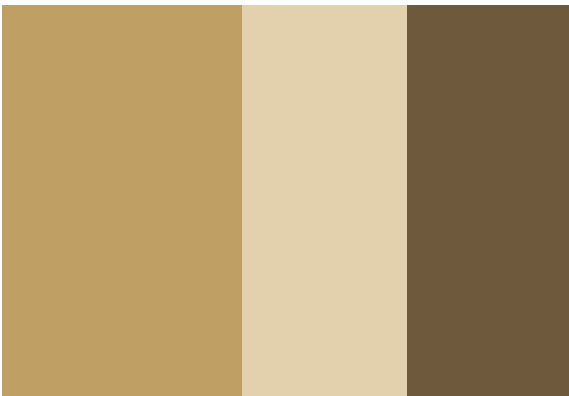
## SCHEME 3 (Tuscan – Elevation “A”)

**SHERWIN-WILLIAMS PAINT:**

- COLOR 1 ..... SW 6130 ..... Mannered Gold (Primary Body)
- COLOR 2 ..... SW 6127 ..... Ivoirie (Trim, Fascia, Gutters)
- COLOR 3 ..... SW 6111 ..... Coconut Husk (Shutters, Entry Dr, Garage Dr)

**EAGLE ROOFING:** ..... 2581 ..... Canyon Brown

**ELDORADO STONE:** ..... Fieldledge ..... Padova Fieldledge



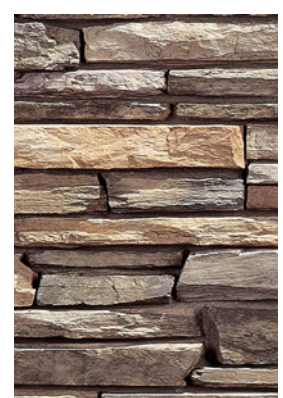
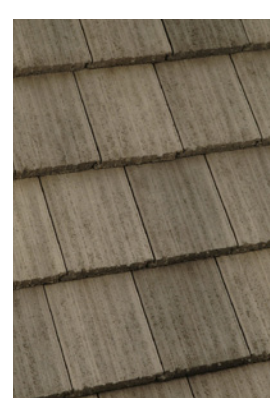
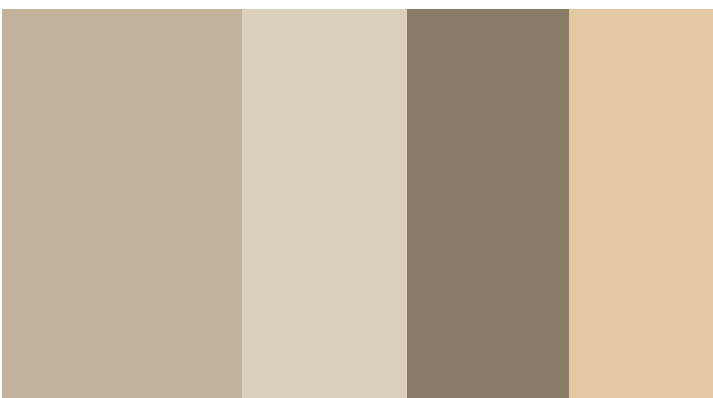
## SCHEME 4 (Craftsman – Elevation “B”)

**SHERWIN-WILLIAMS PAINT:**

- COLOR 1 ..... SW 7530 ..... Barcelona Beige (Primary Body)
- COLOR 2 ..... SW 7565 ..... Oyster Bar (Accent, Gable End)
- COLOR 3 ..... SW 7039 ..... Virtual Taupe (Trim, Fascia, Gutters, Outlookers, Garage Dr)
- COLOR 4 ..... SW 7691 ..... Biltmore Buff (Entry Door)

**EAGLE ROOFING:** ..... 5689 ..... Brown Range

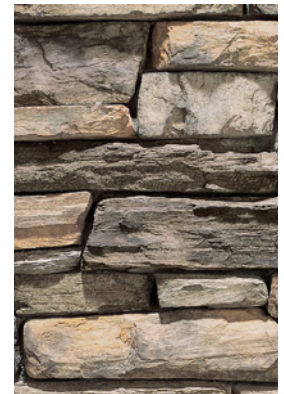
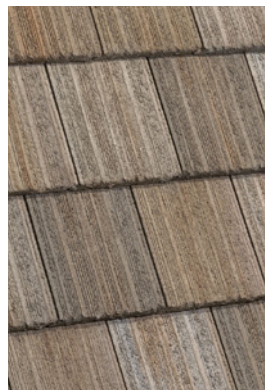
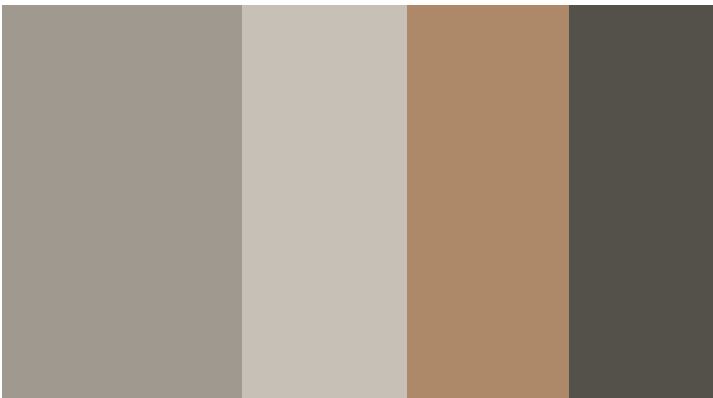
**ELDORADO STONE:** ..... Rustic Ledge ..... Cascade Rustic Ledge



## SCHEME 5 (Craftsman – Elevation “B”)

**SHERWIN-WILLIAMS PAINT:**

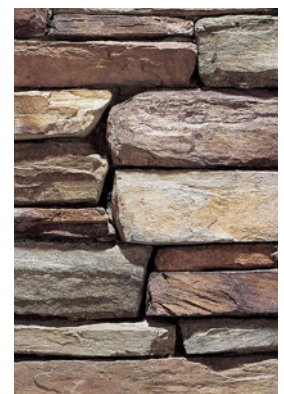
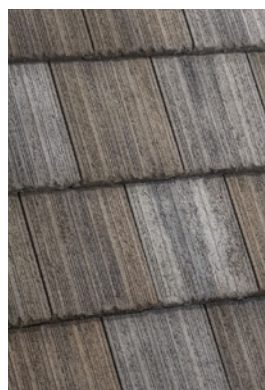
COLOR 1	SW 7642	Pavestone (Primary Body)
COLOR 2	SW 7641	Colonnade Grey (Accent, Gable End)
COLOR 3	SW 7725	Yearling (Trim, Fascia, Gutters, Outlookers, Garage Dr)
COLOR 4	SW 7048	Urbane Bronze (Entry Door)
<b>EAGLE ROOFING:</b>	5808	Tombstone Blend
<b>ELDORADO STONE:</b>	Rustic Ledge	Saratoga Rustic Ledge



## SCHEME 6 (Craftsman – Elevation “B”)

**SHERWIN-WILLIAMS PAINT:**

COLOR 1	SW 7046	Anonymous (Primary Body)
COLOR 2	SW 7045	Intellectual Gray (Accent, Gable End)
COLOR 3	SW 6089	Grounded (Trim, Fascia, Gutters, Outlookers, Garage Dr)
COLOR 4	SW 6172	Hardware (Entry Door)
<b>EAGLE ROOFING:</b>	5810	Avondale Blend
<b>ELDORADO STONE:</b>	Fieldledge	Saddleback Rustic Ledge



## SCHEME 7 (Modern Farmhouse – Elevation “C”)

**SHERWIN-WILLIAMS PAINT:**

COLOR 1	SW 9165	Gossamer Veil (Primary Body)
COLOR 2	SW 7622	Homburg Gray (Accent Board & Batten)
COLOR 3	SW 7005	Pure White (Trim, Fascia, Posts, Gutters, Garage Dr)
COLOR 4	SW 7594	Carriage Door (Shutters, Entry Door)
<b>EAGLE ROOFING:</b>	4697	Slate Range



## SCHEME 8 (Modern Farmhouse – Elevation “C”)

**SHERWIN-WILLIAMS PAINT:**

COLOR 1	SW 7023	Requisite Gray (Primary Body)
COLOR 2	SW 6074	Spalding Gray (Accent Board & Batten)
COLOR 3	SW 7005	Pure White (Trim, Fascia, Posts, Gutters, Garage Dr)
COLOR 4	SW 2739	Charcoal Blue (Shutters, Entry Door)
<b>EAGLE ROOFING:</b>	4743	Cocoa Range







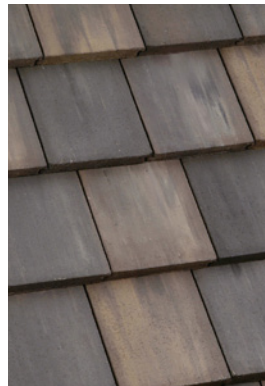
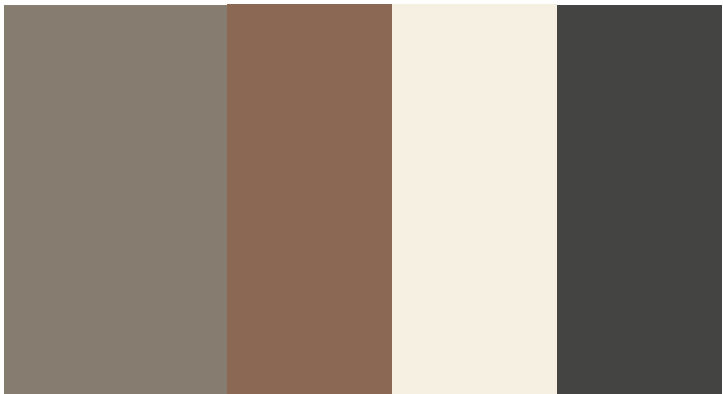
# DeNOVA AT AVIANO



## SCHEME 9 (Modern Farmhouse – Elevation “C”)

### SHERWIN-WILLIAMS PAINT:

- COLOR 1 ..... SW 7025 ..... Backdrop (Primary Body)
- COLOR 2 ..... SW 6061 ..... Tanbark (Accent Board & Batten)
- COLOR 3 ..... SW 7562 ..... Roman Column (Trim, Fascia, Posts, Gutters, Garage Dr)
- COLOR 4 ..... SW 7069 ..... Iron Ore (Shutters, Entry Door)
- EAGLE ROOFING:** ..... 202 BL ..... Concord Blend







PLAN 6  
TUSCAN

PLAN 2  
FARMHOUSE

PLAN 1  
TUSCAN

PLAN 7  
CRAFTSMAN



PLAN 3  
FARMHOUSE

PLAN 8  
CRAFTSMAN

PLAN 4  
FARMHOUSE

PLAN 5  
TUSCAN

E1



**AVIANO 5000**  
Antioch, California

**RECEIVED**  
NOV 04 2019  
CITY OF ANTIOCH  
COMMUNITY DEVELOPMENT





# ATTACHMENT "F"

## Aviano, Application Summary

Aviano (Subdivision 9249) is a fully entitled & approved project containing 533 residential lots (5,000 & 6,000 square foot typical lot sizes). The project is broken up into three phases:

- Phase 1 contains 127 lots...all improvements are nearly complete with finished lots ready to build upon by the end of 2019.
- Phase 2 contains 227 lots...the majority of the underground improvements are completed(including storm, sewer and water).
- Phase 3 contains 179 lots...completing infrastructure for this phase depends on build-out pace in Phases 1 & 2.

Aviano currently has twelve approved house plans with three elevations per plan: Farmhouse, Tuscan, & Craftsman. The square footages of these approved homes range from 1,804 sq. ft. to 3,758 sq. ft. and all 533 lots.

DeNova Homes would like to introduce four new house plans with the twelve previously approved plans; allowing sixteen different plan types for the entire community in order to bring more diversity of house types into the community while meeting current market needs and demands.

The new homes being proposed follow the same design themes already approved to maintain quality and integrity throughout Aviano. Summary of the new plans as follows:

- Plan 1 – Single Story – 1,444 square feet – 3 beds, 2 baths
- Plan 2 – Single Story – 1,661 square feet – 4 beds, 2 baths
- Plan 3 – Two Story – 1,876 square feet – 4 beds, 3 baths
- Plan 4 – Two Story – 2,179 square feet – 4 beds (optional 5<sup>th</sup>), 3 baths

All of these new plans being introduced are designed to fit on all 533 lots (along with plans 1 through 8 of the previously approved architecture with homes no more than 40'). The previously approved 50' wide houses (4 plans) fit on 188 lots, or 35% of the project (those lots are 23-27, 45, 46, 71-85, 92, 95-110, 111-113, 120, 121, 128-129, 168, 194-257, 260-283, 285-299, 311-314, 329-332, 337-346, 368-369, 349-352, 355-358, 387, 400-403, 406-409, 422).

We are excited to introduce these new plans for your consideration and hopeful approval so we can create homes for a variety of family sizes & needs to serve and house generations of Antioch residents to come!

**RECEIVED**

NOV 20 2019

CITY OF ANTIOCH  
COMMUNITY DEVELOPMENT

**F1**

# Aviano Home Size Modifications

CITY COUNCIL  
MEETING

MARCH 10, 2020

# Project Overview

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Requesting use permit and design review approval for four new home plans

Project currently has twelve approved plans

- Approved in 2016
- Home sizes range from 1,804-3,758 sq. ft.
- Eight plans designed to fit on all 533 lots in the Aviano Subdivision

Four new plans being proposed

- Home sizes range from 1,449-2,179 sq. ft.
- Two of the four new plans are single story
- Designed to fit on all 533 lots in the Aviano Subdivision



# Architecture

---

## Three architectural styles per elevations

- Craftsman
- Tuscan
- Farmhouse

## Themed specific materials for each architectural style

- Includes themed specific siding, shutters, roof tiles and garage doors
- Enhanced elevations for street corner and entry facades

## Design conditions of approval

- Wrap stone to fence line and entryway
- Stone around porch posts should be standard

# Use Permit

---

Home Size Modification ordinance adopted in response to downturn in residential market in 1990's

Use permit subject to City Council approval required for any change in unit mix that affects average unit size

Four findings to consider

- Design and width of front elevation
  - All plans are 40' wide
- Quality of building materials
  - Comparable to previously approved products
- Architecturally compatible
  - Architectural styles are consistent
- Building mass if proposed units are larger
  - Not an issue


# Conclusion

---

Proposed project is consistent with the previously approved plans  
Staff is recommending approval of the resolution

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Forrest Ebbs, Community Development Director   
**SUBJECT:** Accessory Dwelling Unit Fee Ordinance

---

**RECOMMENDED ACTION**

It is recommended that the City Council introduce an ordinance amending Antioch Municipal Code Section 9-3.60 to address Development Impact Fees specific to Accessory Dwelling Units.

**FISCAL IMPACT**

The action will create a modified fee schedule for Accessory Dwelling Units, as directed by recent State legislation. The modified fees will result in less per-unit revenue than might otherwise be anticipated. However, the anticipated changes to Accessory Dwelling Unit zoning provisions will result in more applications, which will overall increase revenue.

**DISCUSSION**

**Proposal**

The proposed ordinance introduces a modified procedure for the payment of Development Impact Fees for accessory dwelling units ("ADUs"). This change affects only the four primary Development Impact Fees ("DIFs") that the City of Antioch collects: Administrative facilities, Parks and recreation facilities, Police facilities, and Public works facilities. Application fees, building permit and plan check fees, and similar cost recovery fees are not affected by this proposed change.

State law prohibits the collection of DIFs on ADUs that are less than 750 square feet in area. For those units that are 750 square feet or greater, the City may collect DIFs, but the fees must be proportionate to the fees that would ordinarily be collected for the primary dwelling. The determination of proportionality must be based on floor area (square footage) of the primary dwelling.

<b>Existing Development Impact Fees (2019)</b>			
	Single-family	Multifamily	Non-residential
Administrative facilities	\$460	\$292	\$0.07
Public Works facilities	\$445	\$282	\$0.06
Police facilities	\$1,190	\$755	\$0.17
Parks and Recreation facilities	\$3,261	\$2,065	\$0.00
<b>TOTAL</b>	<b>\$5,356</b>	<b>\$3,394</b>	<b>\$0.30</b>

**Single-Family ADUs**

When an ADU is proposed at the site of a single-family dwelling, the applicant has the option to pay the *lesser* of either the multifamily rate or the single-family formula rate, which is as follows:

$$= \text{(Square feet of accessory dwelling unit / Square feet of primary dwelling)} \times \text{Single-Family Rate}$$

For example, a 1,000 square-foot ADU being constructed on a site with an existing 1,500 square-foot primary dwelling would pay as follows:

$$= (1,000 / 1,500) \times \$5,356$$

$$= \$3,571$$

In this case, the Multifamily Rate (\$3,394) is slightly lower than the formula rate and the applicant would be entitled to the lower rate. If the unit were 900 square feet in size, the formula rate would be just \$3,214 and the applicant would be entitled to that lower rate.

**Multifamily ADUs**

The State law requires that the City accommodate ADUs at multifamily sites. In these cases, there is not a single primary dwelling to compare the proposed ADU to for the purposes of determining proportionality. Since the City is still required to offer proportionate DIF rates, this proposal uses the average floor area of all existing apartment units and compares the proposed ADU floor area. The proposed formula is as follows:

$$= \text{(Square feet of accessory dwelling unit / Average square feet of all existing multifamily dwelling units on the same parcel)} \times \text{Multifamily Rate}$$

For example, a 900 square-foot ADU is proposed at a 5-unit apartment complex where the average apartment is 1,000 square feet.

$$= (900 / 1,000) \times \$3,394$$

$$= \$3,541$$



Since the formula rate is less than the Multifamily rate (\$3,571), the applicant could use it. If the proposed ADU was 1,200 square feet, the formula rate would be \$4,721, which is higher than the Multifamily rate and the applicant would be entitled to the lower Multifamily rate.

**Environmental**

Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State’s ADU law.

**SUMMARY**

In summary, the proposed amendments to the Antioch Municipal Code will bring the City of Antioch into conformance with recently passed legislation that allows the City to collect Development Impact Fees on ADUs only if they are proportionate. The proposed methodology is a simple way to meet the proportionate standard mandated by the State.

**ATTACHMENT**

A. Proposed Ordinance

# ATTACHMENT “A”

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING TITLE 9, CHAPTER 3, DEVELOPMENT IMPACT FEES, TO ESTABLISH PROPORTIONATE FEE RATES FOR ACCESSORY DWELLING UNITS

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

### SECTION 1:

Antioch Municipal Code Section 9-3.60 describes the calculation and payment of development impact fees but does not provide a method for determining proportionate fees for accessory dwelling units as mandated by California Government Code Section 65852.2.

### SECTION 2:

The City Council determined on February 25, 2020, that, under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 65852.22.

### SECTION 3:

The following Sections are hereby amended as follows:

#### 9-3.60 CALCULATION AND PAYMENT OF DEVELOPMENT IMPACT FEES (DIFS).

(A) Calculation of DIFs. The amount of each DIF assessed on an Applicant for a building permit shall be calculated based on the city's master fee schedule in effect at the time of issuance of the building permit.

(B) Time for payment of DIFs. All DIFs assessed on an applicant shall be paid by the applicant at the time of issuance of the building permit.

(C) Mixed uses. When a project will include both residential and non-residential uses, the Director shall determine the DIF amounts by applying to each use the applicable fee for that individual use and add the totals of fees applicable to all of the uses within the project. For example, and by way of illustration only, a project that contains ten residential units and 20,000 square feet of retail commercial space would pay DIFs in a total amount equal to the sum of:

- (1) The total of ten times the amount of each DIF per residential unit; plus
- (2) The total of 20,000 times the amount of each DIF per square foot of retail commercial space.

(D) Accessory Dwelling Units. DIFs shall be collected for Accessory Dwelling Units as follows:

(1) Accessory Dwelling Units on multifamily properties shall pay the lesser of the following:

(a) The Multifamily rate;

(b) The product of the following formula:

(Square feet of accessory dwelling unit / Average square feet of all existing multifamily dwelling units on the same parcel) X Multifamily Rate

(2) Accessory Dwelling Units on single-family properties shall pay the lesser of the following:

(a) The Multifamily rate;

(b) The product of the following formula:

(Square feet of accessory dwelling unit / Square feet of primary dwelling) X Single-Family Rate

(3) DIFs shall not be collected on Accessory Dwelling Units smaller than 750 square feet in area.

**SECTION 3:**

Severability. If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

**SECTION 4:**

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 25<sup>th</sup> of February 2020, and passed and adopted at a regular meeting thereof, held on the \_\_\_<sup>th</sup> of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Arne Simonsen, CMC**  
**City Clerk of the City of Antioch**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020

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

**SUBMITTED BY:** Alan A. Wolken, Project Manager

**APPROVED BY:** Ron Bernal, City Manager *RB*

**SUBJECT:** Approve the Purchase and Sales Agreement between the City of Antioch and Contra Costa County

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to authorize the City Manager to execute the Purchase and Sales Agreement between the City of Antioch and Contra Costa County for the City owned 4.79-acre Delta Fair property.

**FISCAL IMPACT**

This action will not have an impact on the City's General Fund. Funds needed for the closing of escrow are included in the current fiscal years City Managers budget.

**DISCUSSION**

The City of Antioch ("City") and Contra Costa County ("County") have negotiated a Purchase and Sales agreement for the transfer of the City owned Delta Fair property to the County for \$1. The City desires to facilitate this transaction to assist with the development of a County run navigation and assessment center, emergency shelter, transitional and bridge housing, and/or permanent support housing for individuals experiencing homelessness.

The County's Health, Housing and Homeless Service Department received a \$7.9 Million Homeless Emergency AID Block Grant in 2018 from the State of California to provide support and services to homeless people. The transfer of the Delta Fair property to the County will help to leverage the County's Block Grant funding, to allow all the Grant funds, to be used for the development of the Health, Homeless and Housing facility. Construction of this facility will be completed within three (3) years of the property transfer.

**ATTACHMENTS**

- A. Resolution
- B. Purchase and Sales Agreement
- C. Property Map

**ATTACHMENT A**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE  
AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR THE SALE OF THE CITY  
OWNED 4.79 ACRE PROPERTY ON DELTA FAIR BOULEVARD APN 074-080-034-7**

**WHEREAS**, the City of Antioch ("City") owns an approximately 4.79-acre property on Delta Fair Boulevard (APN 074-080-034-7) ("Property");

**WHEREAS**, the City desires to sell the Property to Contra Costa County for the future development of the County's Health, Homeless and Housing facilities, and intends the use the Property for navigation and assessment centers, emergency shelter, transitional and bridge housing, and/or permanent support housing for individuals experiencing homelessness; and

**WHEREAS**, the City recommends moving forward with the sale of the Property and joint escrow instructions with Contra Costa County in the amount of \$1 dollar in support of the Health, Homeless and Housing facilities;

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

1. The Purchase and Sale Agreement and Joint Escrow Instructions between the City and Contra Costa County for the sale of the Property, in the amount of \$1 dollar, is hereby approved in substantially the form in the Purchase and Sales Agreement incorporated herein by reference.
2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement and Joint Escrow Instructions, and all other documents necessary to complete the transaction, in accordance with the terms outlined in the purchase and sale agreement and joint escrow instructions, subject to any minor technical or non-substantive changes as approved by the City Manager and 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 10th day of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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



ATTACHMENT B

**PURCHASE AND SALE AGREEMENT  
AND JOINT CLOSING INSTRUCTIONS**  
**(Delta Fair Boulevard APN 074-080-034-7)**

THIS PURCHASE AND SALE AGREEMENT AND JOINT CLOSING INSTRUCTIONS (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 2020 ("**Effective Date**") by and between the CITY OF ANTIOCH, a California municipal corporation ("**Seller**"), and CONTRA COSTA COUNTY, a political subdivision of the State of California ("**County**").

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and County hereby agree as follows:

1. **Purchase and Sale.** Seller hereby agrees to sell to County, and County hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the "**Property**"): that certain real property consisting of approximately 4.79 acres located along the southern line of Delta Fair Boulevard, immediately east of the Antioch city limit, in the City of Antioch, County of Contra Costa, State of California, commonly known as Assessor's Parcel No. 074-080-034 (the "**Land**") all as more fully described in **Attachment A**, together with all rights, privileges, easements or appurtenances to or affecting the Land (collectively, the "**Appurtenances**"). The Land shall be conveyed to County upon recordation of a Grant Deed substantially in the form of **Attachment B** (the "**Deed**").

2. **Purchase Price.** The purchase price for the Property ("**Purchase Price**") shall be One Dollar (\$1.00).

3. **Title Company; Title to the Property.**

(a) Within two (2) days from the Effective Date County shall request a preliminary title report with Old Republic Title Company, 555 12<sup>th</sup> Street, Suite 2000, Oakland, CA, 94607 ("**Title Company**"), its Escrow number 1117020010-JS. Since a prior escrow was open with Old Republic Title Company, any cancellation fees for such escrow shall be borne entirely by County. The purchase and sale of the Property will be consummated between the parties as required by this Agreement. On or before fifteen (15) days from the Effective Date, a current preliminary title report ("**Preliminary Report**") shall be delivered to Seller and County. Subject to the requirements of this Agreement, at the Closing, County will accept title to the Property subject to all encumbrances and exceptions listed in the Preliminary Report.

(b) At the Closing, Seller shall cause to be conveyed to County fee simple title to the Land, by the duly executed and acknowledged Deed substantially in the form attached hereto as **Attachment B**, and subject to the restrictions set forth therein;

(c) As used in this Agreement, "**Closing**" shall be deemed to occur upon the parties' completion of the requirements in Section 8(a)(iii). As a condition of County's obligation to purchase the Property, evidence of delivery of fee simple title to the Property shall be the delivery by Seller of the Grant Deed and its recordation in the Contra Costa County public records

(the “**Title Policy**”), subject only to such exceptions listed in the Preliminary Report, which County has approved.

4. Feasibility. County has reviewed the Preliminary Report and the existing zoning, entitlement, planning or similar issues applicable to the Property. County will review Seller’s Deliveries upon receipt. County has determined that it does not need to perform any further investigations or inspections of the Land prior to the Closing.

5. Seller's Deliveries. Within three (3) business days following the Effective Date, Seller shall deliver to County a Natural Hazards Disclosure Report (“**Seller's Deliveries**”). Within 10 business days of the Effective Date, Seller will begin the process of road vacation for the road easement from the Property line to Century Boulevard, and shall proceed to complete such process in the required statutory manner under applicable law. The obligation to process the vacation shall be Seller’s obligation and shall survive Closing, but the vacation process is subject to such public process and any resultant outcome. Seller does not control the process and cannot control the outcome.

6. Conditions to Seller's Obligations. Seller's obligations hereunder, include, but are not limited to, its obligation to consummate the transactions provided for herein, and are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller’s sole and absolute discretion:

(a) County shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by County shall be true and correct in all material respects at the time as of which the same is made and as of the Closing.

7. Conditions Precedent to Closing. The following are conditions precedent to County's obligation to purchase the Property (the “**Conditions Precedent**”). The Conditions Precedent are intended solely for the benefit of County and may be waived only by County in writing in County’s sole and absolute discretion. In the event any Condition Precedent is not satisfied, County may, in its sole and absolute discretion, terminate this Agreement.

(a) County's inspection, review and approval of the Seller’s Deliveries.

(b) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement. Seller’s representations and warranties in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing.

8. Closing, Prorations.

(a) The Closing shall take place one (1) business day after all of the following have been delivered to the required party (the “**Closing Date**”).

(i) Within two (2) business days following County’s delivery of the Closing Notice to Seller, Seller shall deliver to County:

(1) the duly executed and acknowledged Deed for the Property;

(2) an amount sufficient to pay all costs required to be paid by Seller at the Closing, as estimated and mutually agreed upon between Buyer and Seller, including Seller's share of costs under Section 8(b);

(3) If required to comply with laws, a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131; and

(4) Any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(ii) Within two (2) business days following County's delivery of the Closing Notice to Seller, County shall deliver a copy of the acceptance executed on behalf of County to accept the conveyance of the Land described in the Deed. When requested by the other party or Title Company, Seller and County shall each deposit such other instruments as are reasonably required by Title Company or otherwise required to close the transaction and consummate the conveyances under the terms of this Agreement, and County shall pay Seller the Purchase Price on the Closing date, and, subject to any separate payment arrangement with Title Company, an amount sufficient to pay all other costs required to be paid by County at the Closing, as estimated in good faith by the parties, including County's share of costs under Section 8(b);

(iii) The parties shall cause the Closing to occur no later than one (1) business day after the last of County's and Seller's deliveries to the other party are complete. At the Closing, the parties shall close the transaction as follows:

(1) County shall record the Deed, marked for return to County, which shall be deemed delivery to County;

(2) County shall pay the Purchase Price to Seller on the Closing Date;

(3) Each party shall prepare and deliver to the other party one signed copy of all receipts and disbursements of the transaction which were paid by such party, and copies of all recorded documents.

(b) Payments at the Closing: Except for any charges by Title Company for the Preliminary Title Report which shall be borne by County, costs and expenses incurred in this transaction shall be paid equally by County and Seller. Seller may make separate payment arrangements with Title Company to pay after Closing to the extent any charges must be collected by Title Company. The provisions of this Section 8(b) shall survive the Closing.

9. Seller's Representations; "As-Is" Condition; Releases.

(a) Seller's Representations and Warranties. Seller represents and warrants:

(i) Seller is duly created, validly existing, and has full right, power, and authority to enter into this Agreement and to perform Seller's obligations hereunder. As executed by Seller and delivered to County, this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(ii) To the actual knowledge of Seller, Seller has received no notice of pending litigation, condemnation, or eminent domain proceeding affecting the Property.

(iii) As of the Effective Date, Seller has not received written notice from any governmental authority asserting that the Property is in violation of any statutes, regulations, rules, ordinances, codes, or governmental orders relating to Hazardous Materials (defined below), and Seller has no actual knowledge that any such violation exists. If, prior to the Closing, Seller receives any notice that such a violation exists, Seller will immediately convey that notice to County, and County shall have the right to terminate this Agreement upon written notice to Seller. Seller's knowledge with regard to this Section 9(a)(iii) shall be limited to the City Engineer's actual knowledge as of the Effective Date, with no duty of inquiry or imputed knowledge.

(b) "AS-IS" Condition of the Property. Upon the Closing County shall accept the Property in an "AS-IS" condition. Except as expressly set forth in Section 9(a) and elsewhere in this Agreement, neither Seller, nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, including the physical condition of the Property, any improvements thereon, the condition of the soil, geology, or seismic conditions of the Property, the presence of known or unknown faults, on, in, or under the Property, the environmental condition of the Property, and any exceptions to title to the Property, whether or not of record; nor does Seller assume any responsibility for the conformance the codes or permit regulations of the city within which the Property is located. Except for the express representations and warranties of Seller set forth in Section 9(a) or elsewhere in this Agreement, County relies solely on County's own judgment, experience, and investigations as to the present and future condition of the Property. County's election to purchase the Property, will be based upon and will constitute evidence of County's independent investigation of the Property, its use, development potential and suitability for County's intended use, including (without limitation) the following (the "**Covered Subject Areas**"): the feasibility of developing the Property for the purposes intended by County and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill, or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental, or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any

dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development, or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by County.

(c) County's Release of Seller. As partial consideration for this Agreement, effective upon the Closing, County hereby releases and discharges Seller and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns from any and all claims, demands, causes of action, obligations, damages, and liabilities (together, "**Liabilities**"), which County now has or could assert in any manner related to or arising from the condition of the Property, the presence of any Hazardous Materials in, on, or around the Property, and the County's future use of the Property. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable California laws. County knowingly waives the right to make any claim against the Seller for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

County:  \_\_\_\_\_

(d) Survival. The requirements of this Section 9 shall survive the closing and not merge into the Deed and other recorded instruments.

10. Representations, Warranties and Covenants of County and Seller. County hereby represents and warrants to Seller as follows:

(a) County is a political Subdivision of the State of California. This Agreement and all documents executed by County which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by County, are and at the time of Closing will be legal, valid and binding obligations of County enforceable against County in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which County is subject. County has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.



(b) County represents and warrants that it is familiar with the physical condition of the Property, and accepts the Property in an "AS-IS" condition and with all faults.

(c) County, at its sole discretion and at its sole cost, may conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property.

11. Environmental Matters/Release. County relies on its own investigation and not on any representation by Seller regarding Hazardous Materials. County relies solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of County's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

12. Continuation and Survival. All representations, warranties, and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and, unless expressly provided to the contrary, shall survive the execution and delivery of this Agreement, the Deed, and the Closing.

13. County's Failure to Proceed/Seller Termination Right. If County has not delivered its Closing Notice to Seller by 60 days after the Effective Date, Seller may, at its sole option, terminate this Agreement.

14. Possession. Possession of the Property shall be delivered to County on the Closing Date free of any occupant or property not being conveyed to County as provided hereunder.

15. Seller's Cooperation with County. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by County with regard to the fulfillment of any Conditions Precedent. Seller hereby authorizes County and its agents to make all inquiries with and applications to any third party, including any governmental authority, as County may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

16. Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein.

17. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, each party shall bear its own attorney's fees.

18. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) immediately

upon hand delivery, (ii) one (1) business day after being deposited with Federal Express or another overnight courier service for next day delivery, or (iii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required. The parties may deliver a courtesy copy of any notice, consent, or approval by email, to the email addresses below, but an emailed courtesy copy does not substitute for providing notice in the manner required by this Section 18. All notices, consents, and approvals shall be addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller:                   City of Antioch  
  Attn: City Manager  
  P.O. Box 5007  
  Antioch CA 94531  
  Phone: 925-779-7011.  
  E-Mail: rbernal@ci.antioch.ca.us

With a copy to:                City of Antioch  
  Attn: City Attorney  
  P.O. Box 5007  
  Antioch CA 94531  
  Phone: (925) 779-7015  
  E-Mail: tsmith@ci.antioch.ca.us

If to County:                   Contra Costa County  
  Attn: Principal Real Property Agent  
  255 Glacier Drive  
  Martinez, CA 94553  
  Phone: (925) 313-2000  
  E-Mail: Jessica.dillingham@pw.cccounty.us

With a copy to:                Contra Costa County Counsel's Office  
  Attn: Stephen M. Siptroth  
  651 Pine Street, 9<sup>th</sup> Floor  
  Martinez, CA 94518  
  Phone: (925) 335-1800  
  E-Mail: Stephen.Siptroth@cc.cccounty.us

(b) Successors and Assigns. County shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with County without Seller's consent or approval, and otherwise County shall have the right to assign this Agreement to any entity subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of County hereunder; however, County shall remain liable for all obligations hereunder. Seller shall have the right to assign this Agreement. Except as otherwise permitted by this paragraph, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be

binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and County.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between County and Seller.

(g) Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than the parties hereto.

(n) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(o) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

(p) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and County intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**SELLER:**

**CITY OF ANTIOCH, a California  
municipal corporation**

By: \_\_\_\_\_  
Ron Bernal  
City Manager

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

*Attest:*

By: \_\_\_\_\_  
Arne Simonsen  
City Clerk

*Approved as to form:*

By: \_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

**COUNTY:**

**CONTRA COSTA COUNTY, a political  
subdivision of the State of California**

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works

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

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

*Approved as to form:*

Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Stephen M. Siproth  
Deputy County Counsel



**Attachments and Exhibits:**

Attachment A: Legal Description

Attachment B: Grant Deed

Exhibit A: Legal Descriptions

Exhibit B: Plat

**ATTACHMENT A**  
**LEGAL DESCRIPTION & PLAT OF THE PROPERTY**

The land referred to is situated in the County of Contra Costa, City of Antioch, State of California, and is described as follows:

Parcel B as shown on the Parcel Map entitled "Subdivision MS 19-84A, a portion of the Rancho Los Medanos, City of Antioch", filed in the Office of the Recorder of Contra Costa County on July 9, 1986 in Book 123 of Parcel Maps, at Page 1.

Excepting therefrom that portion thereof described in the Grant Deed to Contra Costa County, a political subdivision of the State of California, recorded August 3, 1999 as Instrument No. 1999-0207644 of Official Records.

APN: 074-080-034-7



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO, AND  
MAIL TAX STATEMENTS TO:

CONTRA COSTA COUNTY  
Attn. Julin Perez – Real Estate Division

A.P.N.: 074-080-034-7

(Space Above Line for Recorder's Use Only)  
Exempt from recording fees – Government Code Section 27383

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_; CITY TRANSFER TAX \$ \_\_\_\_\_; SURVEY MONUMENT FEE \$ \_\_\_\_\_

- computed on the consideration or full value of property conveyed, OR  
 computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
 unincorporated area;  City of \_\_\_\_\_, and

### GRANT DEED

FOR VALUE RECEIVED, CITY OF ANTIOCH, a California municipal corporation (“Grantor”), grants to CONTRA COSTA COUNTY, a political subdivision of the State of California, (“Grantee”), all that certain real property situated in the County of Contra Costa, State of California, described on Exhibit A attached hereto and by this reference incorporated herein (the “Property”).

#### Deed Restrictions:

1. **Use.** Grantee shall use the Property only for navigation centers/assessment centers, emergency shelter, transitional and bridge housing, and/or permanent support housing for individuals experiencing homelessness (“Approved Use”). Grantee shall commence construction on the navigation center facility within two (2) years from the date hereof. Grantee shall be responsible to pay for the cost of any off-site improvements required to construct the transitional housing facility and the cost of any development fees imposed by the City of Antioch (collectively, “Construction Costs”).
2. **Right to Reenter.** Grantor shall have the right, at its option, to reenter and take possession of the Property (or any portion thereof) with all improvements thereon, and terminate and revest in Grantor the estate theretofore conveyed to Grantee, if Grantee:
  - a. uses the Property for any other use other than the Approved Use; or
  - b. fails to commence construction of the facility for the Approved Use within two years after recording of this grant deed.

- c. fails to complete construction of the facility for the Approved Use within three years after commencing construction of the facility as demonstrated by (i) the recordation of a valid Notice of Completion and (ii) issuance of a certificate of occupancy for the facility.

3. **Covenant.** The covenants contained in this Grant Deed shall be construed as covenants running with the land, and not as conditions which might result in forfeiture of title.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 2020.

**GRANTOR:**

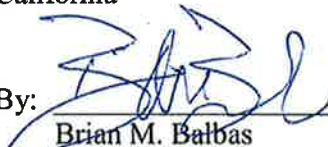
CITY OF ANTIOCH, a California municipal corporation

By: \_\_\_\_\_  
Ron Bernal  
City Manager

GRANTEE hereby accepts and approves of each of the covenants, conditions and restrictions set forth in this Grant Deed.

**GRANTEE:**

CONTRA COSTA COUNTY,  
a political subdivision of the State of California

By:   
Brian M. Balbas  
Director of Public Works

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On February 13, 2000 before me, Karen K. Piona, Notary Public, personally appeared Brian M. Balbas,  
proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~  
~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~  
executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~  
signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the  
person~~(s)~~ acted, executed the instrument.

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



WITNESS my hand and official seal.

Karen K. Piona  
Signature of Notary Public



EXHIBIT A  
LEGAL DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of Antioch, State of California, and is described as follows:

Parcel B as shown on the Parcel Map entitled "Subdivision MS 19-84A, a portion of the Rancho Los Medanos, City of Antioch", filed in the Office of the Recorder of Contra Costa County on July 9, 1986 in Book 123 of Parcel Maps, at Page 1.

Excepting therefrom that portion thereof described in the Grant Deed to Contra Costa County, a political subdivision of the State of California, recorded August 3, 1999 as Instrument No. 1999-0207644 of Official Records.

APN: 074-080-034-7

Project: New Antioch Care Center  
Interest: Fee  
Price/Area: \$1.00/Antioch  
Project No.: 4419-8B032/WH302A

**CERTIFICATE NO. 20-01**

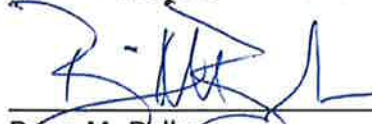
**Real Property Acceptance**  
**Ordinance Code Chapter 1108-8**  
**County Ordinance 2019-35**

This is to certify that the interest in real property conveyed by Grant Deed dated February 13, 2020 from City of Antioch, a California municipal corporation to Contra Costa County, a political subdivision of the State of California, is hereby accepted by the undersigned Public Works Director authorized designee on behalf of the County of Contra Costa, pursuant to authority conferred by Chapter 1108-8 of the Contra Costa County Ordinance Code, and the grantee consents to recordation thereof by its duly authorized officer.

DATED:

2/13/2020

PUBLIC WORKS DIRECTOR



Brian M. Balbas  
Public Works Director, Contra Costa County

The Auditor Controller is hereby authorized to issue a check in the amount of One Dollar and 00/100 (\$1.00) payable to Old Republic Title Company, 555 12<sup>th</sup> Street, Suite 2000, Oakland, CA, 94607 for the property interest listed above and any other considerations set forth in the Purchase and Sale Agreement, dated February 13, 2020 between City of Antioch and Contra Costa County.

Payment Authorization

M. Gonzalez  
for Fiscal Officer, or authorized designee

Expenditure Coding

0928-4302-ACQ -  
WH302D

Govt. Code § 25350.60

G:\realprop\Julia\Acquisition\CARE Center, Antioch\CE.03a Property Rights Acceptance City of Antioch.doc

Form Updated: 8-13-19

cc: Auditor-Controller  
Finance Division

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On February 13, 2020 before me, Karen K. Piona, Notary Public, personally appeared Brian M. Balbas,  
proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~  
~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~  
executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~  
signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the  
person~~(s)~~ acted, executed the instrument.

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



WITNESS my hand and official seal.

Karen K. Piona  
Signature of Notary Public



ATTACHMENT C



**AERIAL VIEW OF THE SUBJECT PROPERTY**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Nickie Mastay, Administrative Services Director   
**APPROVED BY:** Thomas Lloyd Smith, City Attorney   
**SUBJECT:** Formation of an Ad Hoc Committee for Waterfront Revitalization

---

**RECOMMENDED ACTION**

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

- 1) Discuss and determine if it is the desire of the City Council to form a Waterfront Revitalization Ad Hoc Committee;
- 2) Confirm the appointment of two (2) members for the Waterfront Revitalization Ad Hoc Committee;
- 3) Confirm the duration of the Waterfront Revitalization Ad Hoc Committee; and
- 4) Adopt the resolution to form the Waterfront Revitalization Ad Hoc Committee.

**FISCAL IMPACT**

The recommended action has no direct fiscal impact on City finances.

**DISCUSSION**

At the February 11, 2020 City Council Meeting, Agenda Item #8, Mayor Pro Tem Joy Motts and Councilmember Wilson expressed an interest to City Council in forming a Waterfront Revitalization Ad Hoc Committee. This ad hoc committee would consider job centers in the Wilbur corridor, revitalization of retail and restaurants on the waterfront, opportunities for the development of additional waterfront housing, and creation of a master vision for waterfront revitalization. Additional matters may be added upon City Council discussion and consideration of the ad hoc committee.

**ATTACHMENTS**

- A. Resolution



**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM THE WATERFRONT REVITALIZATION AD HOC COMMITTEE  
FOR A PERIOD OF [REDACTED] MONTHS**

**WHEREAS**, the City Council discussed the formation and specific purpose of the Waterfront Revitalization Ad Hoc Committee at its February 25 and March 10, 2020 City Council meetings;

**WHEREAS**, the Waterfront Revitalization Ad Hoc Committee plans to develop a master vision for waterfront revitalization, support the creation of job centers in the Wilbur corridor, assist in the revitalization of retail businesses, attract restaurants to waterfront, explore opportunities for additional housing, and engage businesses, developers, local agencies, and service groups;

**WHEREAS**, the City Council plans to have the Waterfront Revitalization Ad Hoc Committee report back to the City Council prior to and upon its planned termination in [REDACTED] months to determine if the ad hoc committee should become a standing committee on a specific subject matter, on a continual basis, or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council seeks to confirm the appointment of committee members to the Waterfront Revitalization Ad Hoc Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that [REDACTED] and [REDACTED] are appointed to a Waterfront Revitalization Ad Hoc Committee and to report back to the City Council prior to and upon the ad hoc committee’s planned termination in [REDACTED] months.

\* \* \* \* \*

**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 10th day of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of March 10, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Nickie Mastay, Administrative Services Director *MM*  
**APPROVED BY:** Thomas Lloyd Smith, City Attorney *TLS*  
**SUBJECT:** Formation of the Founders' Day Ad Hoc Committee

---

**RECOMMENDED ACTION**

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

- 1) Discuss and determine if it is the desire of the City Council to form a Founders' Day Ad Hoc Committee;
- 2) Confirm the appointment of two (2) members for the Founders' Day Ad Hoc Committee;
- 3) Confirm the duration of the Founders' Day Ad Hoc Committee; and
- 4) Adopt the resolution to form the Founders' Day Ad Hoc Committee.

**FISCAL IMPACT**

The recommended action has no direct fiscal impact on City finances.

**DISCUSSION**

At the February 11, 2020 City Council meeting, Agenda Item #8, Mayor Sean Wright and Mayor Pro Tem Joy Motts expressed interest to City Council in forming a Founders' Day Ad Hoc Committee. This ad hoc committee would plan a Founders' Day Celebration, engage in community outreach concerning the event, seek event sponsors, and funding for the event.

**ATTACHMENTS**

- A. Resolution

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM A FOUNDERS' DAY AD HOC COMMITTEE  
FOR A PERIOD OF [REDACTED] MONTHS**

**WHEREAS**, the City Council discussed the formation and specific purpose of the Founders' Day Ad Hoc Committee at the March 10, 2020 City Council Meeting;

**WHEREAS**, the Founders' Day Ad Hoc Committee would plan the Founders' Day Celebration, conduct community outreach, and seek entertainment, event sponsors, and funding for the event;

**WHEREAS**, the City Council plans to have the Founders' Day Ad Hoc Committee report back to the City Council prior to and upon its planned termination in [REDACTED] months to determine if the ad hoc committee should become a standing committee on a specific subject matter, on a continual basis, or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council seeks to confirm the appointment of committee members to the Founders' Day Ad Hoc Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that [REDACTED] and [REDACTED] are appointed to the Founders' Day Ad Hoc Committee and shall to report back to the City Council prior to and upon the ad hoc committee's planned termination in [REDACTED] months.

\* \* \* \* \*

**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 10th day of March 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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